



NATO UNCLASSIFIED

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NCIA/ACQ/2016/1130

04 May 2016

To: All Nominated Prospective Bidders
See Distribution List (Attachment B)

Subject: **INVITATION FOR BID No. IFB-CO-14210-ITM**

Provide "IT Modernization (ITM) Work Package 2 (WP2) – Supply of Client Equipment and Accessories"

Reference:

- A. AC/4-D/2261-ADD1-REV1 (1996 EDITION)
- B. AC/4(PP)D/27263-REV2-ADD2 & BC-D(2014)0024-REV2-ADD1
- C. AC/4-DS(2014)0013
- D. C-M(2002)49
- E. NCIA/ACQ/2016/720 dated 11 January 2016 (Original NOI)
- F. NCIA/ACQ/2016/911 dated 09 March 2016 (Revised NOI)
- G. AC/4(PP)D/27263-REV2-ADD3
- H. AC/4-DS(2016)0006 dated 01 March 2016

Dear Madam/Sir,

1. Your firm is hereby invited to participate in an International Competitive Bid under the procedures set forth at Reference (A) for the provision of "IT Modernization (ITM) Work Package 2 (WP2) – Supply of Client Equipment and Accessories.
2. The scope of the effort is the establishment of a Catalogue of Client Equipment and Accessories against which the NATO Communications and Information Agency (NCI Agency) will place orders for delivery to NATO sites in support of the implementation of IT Modernization project.
3. The evaluation method to be used in the selection of the successful bidder under this solicitation will follow the procedures detailed in Reference (A) where the **lowest price, technically compliant bid**, in accordance with the criteria set forth in the Bidding



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Instructions (Book I), will be awarded the resultant Contract.

4. This Invitation for Bid (IFB) 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 overall security classification of this bid is "NATO UNCLASSIFIED".
6. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS 15:00 HOURS (BRUSSELS TIME) ON 20 June 2016.**
7. All Requests for Clarification will be dealt with strictly in accordance with the procedures at Reference A. You are advised to review Book 1, instructions to Bidders clause 2.6.
8. **You are requested to complete and return the enclosed Acknowledgement of Receipt at Attachment (A) within 10 calendar days of receipt of this IFB, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.**
9. **The NCI Agency point of contact for all information concerning this IFB is:**

NCI Agency
Batiment Z
Boulevard Leopold III
1110 Brussels, Belgium
Attention of: Mr. Graham Hindle – Senior Contracting Officer
Tel: +32 (2) 707-8857
Fax: +32 (2) 707-8770
E-mail: graham.hindle@ncia.nato.int

10. A bidders' conference is planned to be held at the NCI Agency facility in The Hague, The Netherlands, during the Week of 30 May 2016. Further details of registration locations, and final dates will be provided via a separate communication.
11. This Invitation for Bid remains the property of the NCI Agency, and shall be protected in accordance with the applicable national security regulations.
12. This Invitation for Bid does not constitute either a financial or contractual commitment at this stage.
13. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw, or suspend this IFB at any time in its entirety and bears no liability for the bid preparation costs incurred by firms, or any other collateral costs if bid cancellation occurs.
14. As specified in the Bidding Instructions (Book I), Section 2.10.1, Bidders will be required to declare a bid validity of twelve (12) months from closing date for receipt of bids.

FOR THE GENERAL MANAGER

acting, Peter Scaruppe DDASQ

Peter Scaruppe
Director of Acquisition

Attachment(s):

- (A) Acknowledgement of Receipt of IFB-CO-14210-ITM
- (B) Distribution List
- (C) Bidders List

Attachment A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID

IFB-CO-14210-ITM

Please complete and return (as pdf scan) within 10 days
by e-mail to graham.hindle@ncia.nato.int, for the attention of Mr Graham Hindle,
copy to Mrs Emira Kapetanovic emira.kapetanovic@ncia.nato.int

We hereby advise that we have received the Invitation for Bid No CO-14210-ITM 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
- We are reviewing the requirements of the IFB and will notify you of our decision as soon as possible.

Signature.....

Date.....

Company.....

Address:

POC:

Tel.:

Fax:

E-mail:

Attachment B

Distribution List for IFB-CO-14210-ITM

PROSPECTIVE BIDDERS (sent separately)

All NATO Delegations (Attn: Infrastructure Adviser)

Belgian Ministry of Economic Affairs

All Embassies in Brussels (Attn: Commercial Attaché)

NATO HQ

NATO Office of Resources

Management and Implementation Branch – Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff

Attn: Executive Co-ordinator

SACTREPEUR

Attn: Infrastructure Assistant

Strategic Commands

MG Walter HUHN, ACO/DCOS CIS & Cyber Defence

Lieutenant General Jeffery Lofgren, ACT/DCOS Capability Development

NCI Agency – Internal Distribution

ACQ Director of Acquisition (Mr Peter Scaruppe)

ACQ Deputy Director of Acquisition (Mrs Agata Szydelko)

Chief of Contracts (Mr L.T. Herway)

Administrator Contracts Award Board (Mrs Marie-Louise Le Bourlot)

ACQ Principal Contracting Officer (Mr Giacomo Piliego)

ACQ Senior Contracting Officer (Mr Graham Hindle)

ACQ Senior Contracting Assistant (Mrs Emira Kapetanovic)

NLO (Mr Craig Ulsh and Mr Dan Harman)

Director Infrastructure Services (Dr Gregory Edwards)

DIS Implementation Office (Mr Frank Mikla)

CES SL Chief (Mr Pierre Pradier)

CES Project Manager (Mr Lukasz Sokolowski)

Legal Office (Mrs Simona Rocchi)

Service Strategy (Mr Detlef Janezic)

Registry

All NCI Agency –NATEXs

Attachment C
IFB-CO-14210-ITM Bidders List

Country	Vendor
BELGIUM	ATOS BLACK BOX NETWORK SERVICES BT CHG - MERIDIAN Computerland - DYMAX Dell ECONOCOM Hewlett Packard Belgium IRIS Solutions & Experts PROXIMUS BELGACOM Prodata Systems REDCORP - WAL MART SAIT Server Storage Solutions (S3S)
BULGARIA	Lirex BG Ltd Stone Computers AD
CANADA	ATCO Frontec Prilyx Research & Development Ltd.
DENMARK	Danoffice ApS
FRANCE	Global Technologies
GERMANY	Bechtle AG Bechtle GmbH & Co.KG CANCOM on line GmbH CGI DEUTSCHLAND LTD. & CO. KG Computacenter AG & Co. oHG IBM Deutschland GmbH RICOH Roda Computer GmbH SVA System Vertrieb Alexander GmbH Secunet Security
GREECE	Cosmos Business Systems S.A. ONEX S.A.
HUNGARY	HM Elektronikai, Logisztikai és Vagyonke Ministry of Defence Electronics MoD ED C
ITALY	3F & EDIN Spa I.R.T.E.T. S.r.l. SIRTl SpA Tecnosphera

LATVIA	Datakom LTD
LITHUANIA	UAB "Deftools"
LUXEMBOURG	Telindus S.A.
NETHERLANDS	UNI Business Centre BV
POLAND	COMARCH Spólka Akcyjna QUMAK S.A. (joint-stock company) Vector Synergy Sp. z o.o.
ROMANIA	S.C. Siemens Convergence Creators S.R.L.
SPAIN	EVERIS IBERMÁTICA, S.A.
TURKEY	AYDIN YAZILIM VE ELEKTRONIK SANAYI ANONI(Ayesas) C TECH Bilisim Tek. San ve Tic A.S. Milsoft Yazilim Teknolojileri A.S.
UNITED KINGDOM	Fujitsu
UNITED STATES	AT&T Government Solutions, Inc. CDW Government LLC Cybertron International, Inc. General Dynamics Information Technology Mutual Telecom Services Inc. d/b/a BlackBox Network Services Government Solution NCS Technologies, Inc.
Total :	58



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

INVITATION FOR BID

IFB-CO-14210-ITM

IT MODERNISATION FRAMEWORK CONTRACT FOR THE SUPPLY OF CLIENT EQUIPMENT AND ACCESSORIES

AUTHORISATION/SERIAL NOS.

**Project Serial No.: 012/0IS03191-0 and 2014/0IS03091-0,
AC/4-DS(2015)0008, dated 24 March 2015**

IT MODERNISATION FRAMEWORK CONTRACT FOR THE SUPPLY OF CLIENT EQUIPMENT AND ACCESSORIES

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- Section II General Bidding Information
- Section III Bid Preparation Instructions
- Section IV Bid Evaluation and Contract Award
- Annex A Bidding Sheets
- Annex B Prescribed Administrative Forms and Certificates
- Annex C Bid Guarantee – Standby Letter of Credit
- Annex D Clarification Request Form

BOOK II - THE PROSPECTIVE CONTRACT

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



NATO Communications and Information Agency

IFB-CO-14210-ITM

**IT MODERNISATION FRAMEWORK CONTRACT FOR
THE SUPPLY OF CLIENT EQUIPMENT AND
ACCESSORIES**

BOOK I

BIDDING INSTRUCTIONS

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1 SECTION I - INTRODUCTION

1.1 VISION

1.1.1 The IT Modernisation Project is subdivided into five (5) separately Contracted Work Packages (WP), as follows:

- WP1 provides the design, implements the back end services, implements centralised management and migrates applications to the new cloud based environment. WP1 also integrates the client equipment and accessories into the overall ITM infrastructure;
- WP2 provides client equipment and accessories;
- WP3 is not assigned;
- WP4 is for the expansion of the NATO HQ Datacentre for Enterprise use;
- WP5 provides consultancy support to NCI Agency;
- WP6 modifies the NCIRC FOC infrastructure to accommodate the ITM design.

1.1.2 This IFB package is concerned only with WP2 which is for the supply of client equipment and accessories.

1.2 OVERVIEW OF PROSPECTIVE CONTRACT

- 1.2.1 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest price technically compliant Bidder. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.2.2 The Contract awarded as the result of this solicitation will be an Indefinite Delivery/Indefinite Quantity (ID/IQ) Framework Contract, meaning that the Contract will establish a catalogue of Unit prices against which the Purchaser will place Purchase Orders for specific requirements. All requirements under Agency control that are made to satisfy the equipment needs of the ITM project will be made through the awarded Contract and Purchase Orders as required. Purchase Orders for other Projects and on behalf of NATO and Partner nations may be issued.
- 1.2.3 The client equipment and accessories to be procured under this Contract is all described, along with associated technical specifications, in the Statement of Work in Book II, Part IV of this IFB.
- 1.2.4 The Contractor for WP2 is required to establish and maintain an End User Service Product Catalogue for client equipment and accessories, as defined in the SoW section 4.1, against which the Purchaser may order quantities of

equipment and accessories for delivery to NATO sites and NATO nations as required.

- 1.2.5 The NATO sites within the scope of the ITM Project are organised into 4 increments known as waves as described in Book II, Part IV - the Statement of Work, section 8.
- 1.2.6 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled "Requests for IFB Clarifications".
- 1.2.7 The target date for Contract award is August/September 2016.

1.3 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS

- 1.3.1 This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition). Only firms from a Participating Country are eligible to respond to this IFB.
- 1.3.2 Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.

1.4 SECURITY

- 1.4.1 The security classification of this IFB is "NATO UNCLASSIFIED".
- 1.4.2 Any Contractor personnel required to work unescorted, in a NATO Class 2 security area, will require a NATO SECRET Personal Security Clearance (PSC).
- 1.4.3 Any Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the relevant and appropriate NATO Security Officer in accordance with the specific instructions contained in this IFB, or as may be provided by the Purchasers representatives detailed at clause 14.5 of the Contract Special Provisions, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.4.4 Bidders are advised that Contract signature will not be delayed in order to allow the processing of Security Clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate Security Clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.

The Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of the Contract Award.

1.5 BIDDERS CONFERENCE

- 1.5.1 It is planned to have a Bidders Conference in The Hague, The Netherlands in the Week of 30 May 2016.
- 1.5.2 Further details of registration will be provided under separate cover.

2 SECTION II - GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 In addition to the definitions and acronyms set in the Clause entitled “Definitions of Terms and Acronyms ” of the NCI Agency Contract General Contract Provisions Book II, (Part II), the following terms and acronyms, as used in this Invitation for Bid, shall have the meanings specified below:
- 2.1.1.1 “Contractor”: the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the prospective Contract;
- 2.1.1.2 “Firm of a Participating Country”: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country;
- 2.1.1.3 “Participating Country”: any of the NATO nations contributing to the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES;
- 2.1.1.4 “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II);
- 2.1.1.5 “IFB”: Invitation for Bid;
- 2.1.1.6 The term “Purchaser” refers to the authority issuing the IFB and/or awarding the Contract (the NATO Communications and Information Agency, (NCI Agency));
- 2.1.1.7 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 As stated in paragraph 1.3.1 above only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 Only firms which have been nominated as eligible by their national authority are able to take part in this solicitation. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.3 BID DELIVERY AND BID CLOSING

2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 **before 14.00 hours (Brussels Time) on 20 June 2016** at which time and date bidding shall be closed.

2.3.2 Bids shall be delivered to the following address:

2.3.2.1 By Post:

NCI Agency
Acquisition, Contracting
(ATTN: Mr. Graham Hindle)
Boulevard Leopold III
1110 Brussels
Belgium

2.3.2.2 Hand Carried Service or courier

NCI Agency
Acquisition, Contracting
(ATTN: Mr. Graham Hindle)
Bâtiment Z
Avenue du Bourget 140
B-1110 Brussels
Belgium

- 2.3.3 Bids forwarded by electronic means, including but not limited to email and/or fax, are not permitted and will not be considered. Bids must be submitted in the quantity and format specified in Section 3 "Bid Preparation Instructions.
- 2.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.
- 2.3.5 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:
- (a) A Contract has not already been awarded pursuant to the Request for Quotation, and
 - (b) the bid was sent to the address specified in the IFB by ordinary, registered or certified mail not later than five (5) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for Ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or
 - (c) the bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NCI Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.
- 2.3.6 A Late Bid which was hand-carried or delivered by a private courier service, for which a proper receipt cannot be produced, cannot be considered for award under any circumstances, nor can Late Bids which bear no postmarks or for which documentary evidence of mailing date cannot be produced.
- 2.3.7 Bidders are advised that security or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items. It is therefore of the paramount importance that all deliveries are arranged and scheduled to occur between 09:00 hrs – 16:00 hrs Brussels, Belgium Time during the normal NATO working days.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

- 2.4.1 Bidders are informed that requests for extension to the closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser Point of Contact indicated in paragraph 2.5.1 below.
- 2.4.2 In accordance with AC/4 D/2261 Final (July 1996 Edition) any request for extension shall be submitted by the respective NATO Delegation or Embassy no later than fourteen (14) days prior to the established Bid closing date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

2.5 PURCHASER POINT OF CONTACT

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

Mr Graham Hindle
E-mail: graham.hindle@ncia.nato.int
Acquisition, Contracting
NATO Communications and Information Agency
Avenue du Bourget 140
Bâtiment Z
B-1110 Brussels
Belgium

Alternate:

Ms. Emira Kapetenovic
Acquisition, Contracting
Tel: +32.2.707.8582
Fax: +32.2.707.87.70
E-mail: emira.kapetanovic@ncia.nato.int

- 2.5.2 All correspondence related to the IFB will be forwarded to:

NCI Agency
Acquisition, Contracting
Boulevard Leopold III
1110 Brussels, Belgium
Acquisition Support Group
Attn: Mr Graham Hindle (contact details stated above)

2.6 REQUESTS FOR IFB 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 IFB.
- 2.6.2 All questions and requests for clarification must be submitted in writing using the format at Annex E – Clarification Requests Form, All questions and requests must reference the Section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in paragraph 2.5.1 above and shall arrive not later than 14

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 IFB for additional clarification except as noted in 2.6.3 below.

- 2.6.3 Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.4 It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5 The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.6.3.
- 2.6.6 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the bidder's identity.
- 2.6.7 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 even be considered by the Purchaser as grounds for a determination of non-compliance.
- 2.6.8 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.6.9 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the mean of the issuance of a formal IFB amendment pursuant to AC/4-DS-2261 and in accordance with paragraph 2.8 below.
- 2.6.10 The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.11 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in its offer.

- 2.6.12 In case of two conflicting responses to clarification requests on the same requirement the response issued later takes precedence.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this IFB and attached Prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE INVITATION FOR BID (IFB)

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt which the Bidder shall complete and enclose as part of its Bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.8.3 All revision or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments and CR Releases" at Annex B-6. Failure to acknowledge receipt of all amendments and CR releases may be grounds to determine the Bid to be non-compliant.

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 IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2 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 paragraph 2.10.6 below, 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 twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in ANNEX B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1 accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
- 2.10.4.2 refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount 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 Bidder shall furnish with its Bid a guarantee in an amount equal to Three Hundred Thousand Euros (€300,000). The Bid Guarantee shall be substantially similar to Annex C - Bid Guarantee - Standby Letter of Credit as an irrevocable, unqualified and unconditional Standby Letter of Credit

(SLC) 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, NCI Agency.

- 2.11.2 Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date.
- 2.11.3 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.4 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.5 In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.
- 2.11.6 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
 - 2.11.6.1 The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant bid determined to represent the lowest technically compliant, withdraws its Bid, or states that he does not consider its bid valid or agree to be bound by its bid;
 - 2.11.6.2 The Bidder has submitted a compliant bid determined by the Agency to represent the lowest technically compliant, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid;
 - 2.11.6.3 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; or
 - 2.11.6.4 The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.7 Bid Guarantees will be returned to Bidders as follows:
 - 2.11.7.1 to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

- 2.11.7.2 to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
- 2.11.7.3 to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties; pursuant to paragraph 2.11.6 above.
- 2.11.8 "Standby Letter of Credit" or "SLC" 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 Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.12 CANCELLATION OF IFB

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

- 2.13.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.13.2 Bidders are cautioned that the Purchaser will rely exclusively on electronic mail or portal communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.13.3 Notwithstanding paragraph 2.13.2 above, prospective Bidders may request to be notified also by fax when IFB correspondence is released to them. Such requests shall be submitted to the points of contact specified in paragraph 2.5 above.

2.14 SUPPLEMENTAL AGREEMENTS

- 2.14.1 Bidders are required, in accordance with the certificate at ANNEX B-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 or successor organisations 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.
- 2.14.4 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
- 2.14.5 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.
- 2.14.6 Supplemental agreement that contradict the Terms of the Contract in a Cardinal manner n may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid.
- 2.14.7 Any 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.

3 SECTION III - BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2 Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that the Bidder understands the terms, conditions and requirements of the IFB and shall demonstrate the Bidder's ability to provide all the services and deliverables listed in the Schedules of the prospective Contract.
- 3.1.3 Partial Bids will be declared non-compliant.
- 3.1.4 Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.5 If no specific format has been established for electronic versions, Bidders shall deliver documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.6 All documentation submitted as part of the Bid shall be classified no higher than "NATO UNCLASSIFIED".

3.2 BID PACKAGE CONTENT

- 3.2.1 Bidding instructions describing the required contents of the Technical Proposal Package are in Section 3.6 of this document. The procedure for the Purchaser technical evaluation of the Bids is contained in Section 4.5 of this document.
- 3.2.2 The complete Bid shall consist of three distinct and separated parts described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.
- 3.2.2.1 The Bid Administration Package, containing one (1) hard copy and one (1) soft copy of the documents specified in paragraph 3.4 below.
- 3.2.2.2 The Price Quotation, containing one hard copy of the Offer Summary and CLIN summary and two soft copies, in MS Excel format which can be manipulated (not an image), of the Full and complete price proposal including the CLIN Price breakdown sheets, specified in paragraph 3.5 below.
- 3.2.2.3 The Technical Proposal shall contain one hard copy and two soft copies of all documentation relating to the Technical proposal.

3.3 BID AND PACKAGE MARKING

3.3.1 All copies of the Administrative Envelope, Price Quotation and the Technical Proposal shall be segregated and enclosed in separate outer envelopes or packages marked as follows:

3.3.1.1 The separate parts of the bid shall be placed in outer containers for delivery. All outer containers into which bidding documents are placed shall be opaque or wrapped in opaque paper, sealed and identified with the following markings:

SEALED BID IFB CO-14210-ITM
BOX X of Y (1 of 3, 2 of 3, etc)
NOTIFY Mr. Graham Hindle (X8857) UPON RECEIPT

3.3.2 Each of the bid parts placed in the outer container(s) shall be separately wrapped (multiple copies of the same document may be wrapped together), and marked as follows:

3.3.2.1 Name and address of the Bidder, and

3.3.2.2 The words "SEALED BID" followed by the reference "IFB CO-14210-ITM"; and the appropriate package marking (i.e., Administration Documentation, Price Proposal or Technical Proposal).

3.3.3 The Technical Proposal shall be in a separate binder or file for ease of segregation and handling and each be submitted in two (2) hard copies and three (3) soft copies.

3.3.4 Bidding instructions describing the expected contents constituting the Technical Proposal Package are in Section 3.6 of this document. Advice to Bidders on how the Purchaser plans to conduct the technical evaluation is contained in Section 4.4 of this document.

3.4 ADMINISTRATIVE DOCUMENTATION PACKAGE

3.4.1 The Package must include the original of the Bid Guarantee required by paragraph 2.11 of the Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.

3.4.2 Bidders shall complete and return the IFB/Bid Cross-Reference Matrix (section 7) covering the full Prospective Contract and Bidding Instructions where required. It is the Bidders responsibility to ensure that the submitted IFB Cross-Reference Table cover all sections of the IFB technical requirements.

3.4.3 The Package shall include the Certificates set forth in Annex B to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The Certificates are as follows:

3.4.3.1 B-1 Certificate of Legal Name of Bidder

3.4.3.2 B-2 Certificate of Independent Determination

- 3.4.3.3 B-3 Certificate of Bid Validity
- 3.4.3.4 B-4 Certificate of Understanding
- 3.4.3.5 B-5 Certificate of Exclusion of Taxes, Duties and Charges
- 3.4.3.6 B-6 Acknowledgement of Receipt of IFB Amendments and CR releases (if applicable)
- 3.4.3.7 B-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- 3.4.3.8 B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- 3.4.3.9 B-9 Comprehension and Acceptance of Contract Special Provisions and Contract General Provisions
- 3.4.3.10 B-10 List of Prospective Sub-Contractors/Consortium members
- 3.4.3.10.1 For Certificate B10, the Contractor shall identify by name, project role, and country of origin, all sub-Contractors whose sub-Contract value is expected to equal or exceed 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.
- 3.4.3.11 B-11 Certificate of AQAP 2110 or ISO-9001 Compliance
- 3.4.3.12 B-12 Bid Requirements Cross Reference Matrix (BRCM)

3.5 PREPARATION OF THE PRICE QUOTATION (PART 2)

- 3.5.1 General Rules.
 - 3.5.1.1 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with IFB Book I, Section III and Annex A thereto in accordance with instructions provided.
 - 3.5.1.2 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in paragraph 3.5.2.2 below, in accordance with the instructions herein.
 - 3.5.1.3 Bidders should note that the quantities indicated in the Bidding sheets are for the purpose of evaluation only and do not represent a firm commitment to place Purchase Orders for those quantities.
- 3.5.2 Package Contents.
 - 3.5.2.1 This envelope must contain the following documentation and media:
 - 3.5.2.1.1 Printed copy of Annex A-1 "Bidding Sheets" and, as an annex, the complete set of sheets contained in the electronic file "2- IFB CO-14210-ITM -Bidding Sheets.xls" submitted as part of this IFB; and
 - 3.5.2.1.2 CD-ROMs or DVDs (two (2) copies) each containing an electronic version, in MS Excel, of the documentation stated at paragraph 3.2 above.
- 3.5.3 The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the

- Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. Bidders shall only bid one currency per line item.
- 3.5.4 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions tab in Annex A for preparation of the Bidding Sheets.
- 3.5.5 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant.
- 3.5.6 Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. In the case of inconsistencies between the electronic version of the Bidding Sheets and the paper "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.
- 3.5.7 Bidders are informed that the Purchaser, by virtue of its status stipulated in the provisions of the NATO Communication and Information Organisation (NCIO) Charter, Article 67(e)(3), is exempt from all direct and indirect taxes (e.g., VAT), and all customs duties on merchandise imported or exported. The stated provision reads as follows:
- 3.5.8 "Each participating nation undertakes to grant to NCI Agency under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NCI Agency or its appointed agents."
- 3.5.9 Bidders shall therefore exclude from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at ANNEX B-5.
- 3.5.10 The Contractor shall be responsible for ensuring that its respective Sub-Contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-Contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.
- 3.5.11 All prices bid shall be clearly traceable in the detailed bidding sheets.
- 3.5.12 Any adjustment or discount to prices should be clearly traceable to the unit cost level on the price breakdown sheets and should not be aggregated or

summed. Any discount or adjustment to catalogue or market prices shall be indicated in the "Notes" Colum in the Price Breakdown sheets. For example a catalogue price of 100 may be offered at a price of 80 if the bidder indicates that they applied a 20% discount. Any lack of clarity or traceability may render the bid non-compliant.

- 3.5.13 Bidders shall quote in their own national currency or in EUR, the host nation currency. The successful Bidder will be paid in the currency(ies) quoted. 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;
 - (c) Bidders shall only bid one currency per line item.
- 3.5.14 When completing the Bidding Sheets, a firm fixed unit price for each proposed element needs to be supplied on each CLIN line item. Prices should not be grouped. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.5.15 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a Contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.5.16 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.5.17 The Packaging, Handling, Storage and Transportation (PHS&T) CLINS, 4.2.1, 4.2.2 & 4.2.3 shall be in accordance with the provisions of with the International Chamber of Commerce INCOTERMS 2010 as DDP (Delivered Duty Paid) to specified destination and shall also cover all packaging, packing, preservation, insurance and transportation charges. The bidder is expected to provide a unit cost for one standard Euro-pallet as described in SOW section 10.2.
- 3.5.18 CLINs 1.1, 1.2 and are man-day rates. The bidder shall assume an 8 hour work day. In addition the man-day rates are to be a fully burdened rates, including G&A, overhead and profit.
- 3.5.19 CLINs 1.7.1 through 1.7.3 are travel CLINs. The bidder is required to provide firm fixed unit prices for the cost of travel and any other direct

costs for the for the durations and a location of either Brussels or Mons identified.

- 3.5.20 CLIN 5.1 is an unevaluated option and is the expected to be the price for an individual Microsoft OEM Licence.

3.6 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.6.1 Bidders shall submit their Technical Proposal in one bound volume containing all the information addressing the technical specifications and requirements of Book II part IV the Statement of Work (SOW).
- 3.6.2 This package shall include a Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.
- 3.6.3 The Bidder shall also include the completed Bid Requirements Cross Reference Matrix in the format of 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.
- 3.6.4 In the Technical Proposal the Bidder shall address each section of the SOW individually and demonstrate that section by section all of the 178 requirements in the SOW will be met.
- 3.6.5 Contractor Profile and Qualifications: In response to SOW section 4.3.2 the Bidder shall provide a short summary (maximum 10 pages) of the Contractor's organisation, business profile and experience relevant to the execution of this Contract. Within this summary the position and physical location of the Contractor Delivery Manager and Contractor Technical Lead shall be described along with reporting lines to responsible Directors.
- 3.6.6 Technical Specifications: The Bidder shall include in the Technical Proposal detailed technical specifications for each item of client equipment and accessory to be furnished under the Contract demonstrating that each of the requirements in section 9 of the SOW will be met. The technical specifications provided shall use the Section 9 Tables as a template and address clearly how the client equipment and accessories proposed comply with the requirements. The template shall be presented in Excel Workbook format as required in SOW [53].
- 3.6.7 Qualifications of Key Personnel: The Bidder shall include in the Technical Proposal CVs for the Delivery Manager and Technical Lead which demonstrate that the requirements of SOW section 4.3.3 will be met.
- 3.6.8 Change Management: The Bidder shall describe how he intends to maintain the change register as per SOW section 5.7.

- 3.6.9 Client Equipment and Accessories. The Bidder shall provide a comprehensive description of each item of client equipment and accessories to be incorporated into the End User Service Product Catalogue and thus supplied under the Contract according to Purchase Orders issued by the Purchaser. This description must include all of the items of client equipment and accessories listed in SOW section 5.5.2 and must demonstrate that for each item of client equipment and accessories the appropriate minimum technical specifications in SOW Annex C will be met. It should also provide evidence of meeting each of the generic requirements listed in SOW 5.5.3. The Bidder shall explicitly confirm meeting or exceeding each of the technical requirements listed in SOW Annex C. In case a specific performance mark is requested using BAPCO MobileMark or SysMark, the Bidder shall provide a Full Disclosure Report in the PDF format and confirm in writing that the benchmarking rules for the benchmarking tool have been followed during the test.
- 3.6.10 Quality Assurance. The Bidder shall provide a section within the Technical Proposal which describes how the requirements of SOW 5.8 will be met. Specifically, but not exclusively, this section shall address how it will be ensured that each and every item delivered under this Contract will have the quality specified in this Contract, and free of any defect in material, code or workmanship.
- 3.6.11 Integrated Logistics Support. The Bidder shall provide a section within the Technical Proposal which describes how all of the requirements of SOW section 6 will be met including inventory, codification, labelling, marking, packaging, handling, storage, transportation, delivery, inspection, acceptance, customs, supply chain security, and warranty. Specifically, but not exclusively, this section shall address:
- a. how complete and accurate inventory data will be provided in time for reception of deliveries by the Purchaser;
 - b. how it will be ensured that all items will be labelled and marked as specified by the Purchaser;
 - c. how it will be ensured that all deliveries will be completed undamaged and without delay, accompanied by the correct documentation, and as ordered through the underlying Purchase/Task Order;
 - d. how the Purchaser will be able to obtain accurate tracking information on shipments, near real-time;
 - e. what supply chain security measures will be implemented to ensure that each and every item delivered under this Contract will be genuine and free of malicious components, firmware and software;
 - f. how the Purchaser will be supported in verifying and auditing the implementation of the Contractor's technical measures for ensuring supply chain security;
 - g. offered warranty terms and how the warranty requirements will be met.
- 3.6.12 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in

a separate volume marked as Supplemental Material, but will not be evaluated.

4 SECTION IV - BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB. Failure to address any of the bidding requirements in this IFB or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and Contractual requirements of this IFB.
- 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 IFB 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 NATO document AC/4 D/2261 (1996 Edition).
- 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 IFB will be awarded to the bidder(s) whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this IFB.

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 IFB. These are as follows:
 - 4.2.1.1 The Bid was received by the Bid Closing Date and Time;
 - 4.2.1.2 The Bid was packaged and marked properly;
 - 4.2.1.3 The Administrative Package contained the Bid Guarantee in the proper amount, in the proper form and for the established length of time;
 - 4.2.1.4 The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto.
- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the 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 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.
- 4.3.2 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section (Book I, Section III) and the Instructions for Contractor's Bidding Sheets (Annex A hereto), in particular:
 - 4.3.2.1 The Bidder has prepared the Price Proposal in the form of the Bidding Sheets provided under Annex A of these Bidding Instructions, by completing the yellow highlighted sections in accordance with the instructions specified above;
 - 4.3.2.2 The Bidder has furnished Firm Fixed Unit Prices for all items listed;
 - 4.3.2.3 All prices have been accurately entered into appropriate columns;
 - 4.3.2.4 The currency of all line items has been clearly indicated. Individual CLINs may not be expressed in multiple currencies;
 - 4.3.2.5 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 Section III, paragraph 3.5.13 are met.
- 4.3.3 The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes,

duties and customs charges from which the Purchaser has been exempted.

- 4.3.4 Price quotes for each individual item(s) are realistic (based on historic data, and/or market and competitive trends in the specified industrial sectors).
- 4.3.5 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.
- 4.3.6 The Price Quotation meets requirements for price realism as described below in paragraph 4.4.4.
- 4.3.7 Basis of Price Comparison.
 - 4.3.7.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of grand total price. 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.
 - 4.3.7.2 The Price evaluation will be based on the summation of CLINS 1-4. The price for each CLIN will be based on the notional quantity loading multiplied by the unit prices provided by the bidder.
 - 4.3.7.3 Bidders should note that the quantities indicated in the Bidding sheets are for the purpose of evaluation only and do not represent a firm commitment to issue Purchase Orders for the stated quantities.
- 4.3.8 Inconsistencies and discrepancies in bid price quotation.
 - 4.3.8.1 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:
 - 4.3.8.1.1 Hard Copies Submission;
 - 4.3.8.1.2 Bidding Sheet Grand Total as indicated by the Bidder;
 - 4.3.8.1.3 Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s);
 - 4.3.8.1.4 Electronic Submission;
 - 4.3.8.1.5 Bidding Sheet Grand Total as indicated by the Bidder;
 - 4.3.8.1.6 Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s).
 - 4.3.8.2 PRICE REALISM
 - 4.3.8.2.1 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.

- 4.3.8.2.2 Indicators of an unrealistically low bid may be the following, amongst others:
- 4.3.8.2.3 Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed;
- 4.3.8.2.4 Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material;
- 4.3.8.2.5 Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.3.8.2.6 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:
- 4.3.8.2.7 An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition;
- 4.3.8.2.8 The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology;
- 4.3.8.2.9 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.
- 4.3.8.2.10 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.

4.3.8.2.11 If the Purchaser accepts the Bidder’s explanation of mistake in paragraph 4.4.4 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder’s explanation pursuant to paragraph 4.4.4 above, 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.

4.3.8.2.12 If the Bidder presents a convincing rationale pursuant to paragraph 4.4.4 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

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

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 4.1	<p>End User Service Product Catalogue Does the bid describe how an End User Service Product Catalogue will be established and maintained for all client equipment and accessories described in the SOW section 5 and Annex C? Does the bid include an initial version of the End User Service Catalogue?</p>
SOW 4.2	<p>Delivery to Sites Does the bid describe how client equipment and accessories will be delivered to the Purchaser at any of the sites listed in Annex B of the SOW and within timeframes specified in Purchase Orders issued by the Purchaser?</p>
SOW 4.3.1	<p>Delivery Management Does the bid describe how direct responsibility for the management of deliveries ordered under the Contract shall be assumed?</p>
SOW 4.3.2	<p>Bidder Qualifications and Experience Does the bid demonstrate that the Bidder is an established supplier of IT client equipment and accessories with at least five years’ experience of supply and delivery to locations in Europe and North America?</p>
SOW 4.3.3.1	<p>Contractor Delivery Manager Does the bid describe how all of the requirements of SOW section 4.3.3.1 will be met and include a CV for the individual proposed which demonstrates the requisite qualifications and experience and the specified level of spoken and written English?</p>

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 4.3.3.2	<p>Contractor Technical Lead Does the bid describe how all of the requirements of SOW section 4.3.3.2 will be met and include a CV for the individual proposed which demonstrates the requisite qualifications and experience and the specified level of spoken and written English?</p>
SOW 4.3.4	<p>Quarterly Progress Meetings Does the bid include an undertaking to attend all Project Progress Meetings and to provide the input to those meetings described in SOW section 4.3.4? Does the bid address:</p> <ol style="list-style-type: none"> 1. Response to any technical questions raised about client equipment or accessories to be delivered under the Contract? 2. Reporting on the current schedule of deliveries according to Purchase Orders already received including dates, places and quantities of equipment to be delivered by type? 3. Seeking of clarification where needed related to any delivery currently foreseen? 4. Advice to the Purchaser PM of any difficulty or problem foreseen with deliveries already ordered or with potential future deliveries based on the overall project scope? 5. Advice to the Purchaser PM of any technical or schedule risk which the Contractor foresees in the execution of the overall ITM Project?
SOW 4.3.5	<p>Delivery Documentation Does the bid describe how a manifest of all deliveries ordered under the Contract shall be created and maintained according to the requirements of SOW section 4.3.5? Does the bid also describe how the Contractor will maintain the manifest on the Purchaser furnished portal?</p>
SOW 4.3.6	<p>Schedule and Planning Does the Bid make clear how the delivery schedule requirements in the Schedule of Supplies and Services will be achieved? Does the bid describe how the Contractor will attend the kick off meeting as required in SOW 4.3.6.2 Does the bid describe how the Project Implementation Plan provided by the Purchaser will be used during the execution of the Contract in accordance with the requirements of SOW section 4.3.6.3? Does the bid make clear that the Implementation Plan will not be taken as a basis for independent action by the WP2 Contractor but that deliveries of equipment and accessories will be in response to Purchase Orders?</p>

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 5.2.1	<p>Technical Support to ITM Design Does the bid describe how the Client and Application Provisioning Service design will be supported with technical advice?</p>
SOW 5.2.2	<p>Technology Confirmation Point Reviews (TCPR) Does the Bid state that the Contractor shall attend TCPRs when invited by the Purchaser Project Manager? Does the bid describe how the Contractor shall track the technology roadmaps and identify potential gains for the ITM Project in terms of avoiding obsolescence, or reducing Total Cost of Ownership and bring to the TCPR any appropriate recommendation for change to the client equipment and accessories in the then current version of the End User Service Product Catalogue produced and maintained under the Contract? Does the bid describe how changes proposed by the Purchaser or other WP Contractors to the back end infrastructure shall be assessed to determine the impacts, if any, on the products in the end user catalogue and how those impacts will be reported to the Purchaser PM? Does the bid describe how the Contractor shall make a presentation at each TCPR to which they are invited on the updates to client equipment and accessories which they recommend? This shall cover points listed in SOW 5.2.2 requirements [045] thru [049].</p>
SOW 5.3.1	<p>Technical Specifications Does the bid include comprehensive technical specifications of all equipment to be furnished under the Contract? Are the technical specifications provided in tabular form in XLSX files, one for each type of equipment and do they state at minimum all characteristics listed in the Annex C of the SOW for the given type? Does the bid describe how the technical specifications will be posted to the Purchaser furnished portal?</p>
SOW 5.3.2	<p>COTS Manuals Does the bid confirm that an electronic copy of all COTS manuals will be provided before equipment and accessories are delivered? Does the bid confirm that upon a change of a product model or a software upgrade an updated COTS documentation package will be submitted? Does the bid include an undertaking to provide updates for all COTS manuals supplied under the Contract?</p>
SOW 5.3.3	<p>Quick Start Guides Does the bid confirm that a quick start guide in hard copy will be provided for each piece of equipment delivered?</p>

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 5.4	<p>Testing and Acceptance Does the bid describe how one instance of each type of client equipment and accessory to be furnished under the Contract will be provided to the Purchaser so that testing may be carried out to ensure that all the technical requirements have been met? Does the Bidder confirm that they shall attend testing sessions and provide such assistance as is necessary to demonstrate that client equipment and accessories perform according to the technical specifications included in this Contract?</p>
SOW 5.5.1	<p>Technical Requirements Introduction Does the bid confirm that specifications detailed in SOW Annex C (section 9) shall be the authoritative reference point for any client equipment or accessory specification in the Contract?</p>
SOW 5.5.1	<p>Categorisation of Equipment Does the bid confirm that all of the client equipment and accessories listed in SOW 5.5.2 will be incorporated into the End User Service Catalogue and made available for ordering under the Contract as required in section 3.6.9 of the Bidding Instructions (Technical Proposal)?</p>
SOW 5.5.3	<p>Generic Technology Requirements Does the bid confirm that all of the client equipment and accessories listed in SOW 5.5.2 will conform to generic requirements addressed in SOW 5.5.3?</p>
SOW 5.6	<p>Software Licences Does the bid confirm that devices will be shipped with the software required for them to operate along with required software licences at no additional cost?</p>
SOW 5.7	<p>Change Management Does the bid include an undertaking to provide and maintain a change register as required in SOW 5.7.1? Does the bid confirm that all of the elements listed in SOW 5.7.2 will be provided with each change request? Does the bid confirm that the production of change requests whether approved or not will be at no cost to the Purchaser?</p>
SOW 5.8	<p>Quality Assurance Does the bid contain an undertaking to establish and maintain an effective QA programme in accordance with ISO 9001 or equivalent? Does the bid provide an undertaking to meet the levels of quality required in SOW 5.8? Does the bid contain an undertaking to perform quality checks on each batch of equipment prior to shipment and to report the results of such checks in written form along with the shipment itself?</p>

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 6.1	<p>Supply Support Does the Bid contain a description of how the requirements of section 6.1 will be met? Does this description ensure that complete and accurate inventory data will be provided in time for reception of deliveries by the Purchaser? Does it ensure that all items will be labelled and marked as specified by the Purchaser?</p>
SOW 6.2	<p>Packaging, Handling, Storage and Transportation Does the Bid contain a description of how the requirements of section 6.2 will be met? Does this description ensure that all deliveries will be completed undamaged and without delay, accompanied by the correct documentation, and as ordered through the underlying Purchase/Task Order? Will the Purchaser be able to obtain tracking information on shipments, near real-time?</p>
SOW 6.3	<p>Supply chain security Does the Bid contain a description of how the requirements of section 6.3 will be met? Does the Bidder confirm that all supplies and services furnished under this Contract will be genuine and free of malicious components, firmware and software? Does the bid describe adequate support to the Purchaser to audit and verify on demand that the supply chain security technical measures are implemented?</p>
SOW 6.4	<p>Warranty Does the Bid contain proposed warranty terms? Does the Bid contain a description of how the requirements of section 6.4 will be met? The Bidder must confirm that all supplies and services furnished under this Contract are free of any defect in material, code or workmanship. Does the Bid contain the Bidder's best offer regarding warranty? Is this best offer compliant with the requirements?</p>
SOW Section 9, ANNEX C	<p>Technical Specifications Does the bid confirm that all of the technical specifications of SOW Annex C will be met?:</p>
SOW 9.2	<p>General Dimensions and Weight Does the bid confirm that the dimensions and weights specified in SOW 9.2 will not be exceeded?</p>
SOW 9.3	<p>Business Laptop Does the bid contain an undertaking to meet all of the technical requirements in SOW 9.3? Does the bid provide a Full Disclosure Report in the PDF format and confirmation that the BAPCO MobileMark 2014 benchmarking rules for the benchmarking tool have been followed during the test. Does the bid confirm that the benchmark result meets or exceeds the requested threshold And that Business laptop client equipment will conform to the minimum requirements?;</p>

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 9.4	<p>Workstation Does the bid contain an undertaking to meet all of the technical requirements in SOW 9.4? .Does the Bid provide a Full Disclosure Report in the PDF format and confirm that the BAPCO SysMark 2014 benchmarking rules for the benchmarking tool have been followed during the test? Does the bid confirm that the benchmark result meets or exceeds the requested threshold? Does the bid confirm that workstations client equipment will conform to the minimum requirements and is offered in COTS, Level C, Level B and Level A-compliant variants;</p>
SOW 9.5	<p>Tablet Does the bid contain an undertaking to meet all of the technical requirements in SOW 9.5? Does the bid provide a Full Disclosure Report in the PDF format and confirm that the BAPCO MobileMark 2014 benchmarking rules for the benchmarking tool have been followed during the test? Does the bid confirm that the benchmark result meets or exceeds the requested threshold? Does the bid confirm that two-in-one computer client equipment will conform to the minimum requirements of SOW 9.5?</p>
SOW 9.6	<p>Diskless Computer Does the bid confirm that diskless computer client equipment will conform to the minimum requirements of SOW 9.6 and is offered in COTS, Level C, Level B and Level A-compliant variants?</p>
SOW 9.7	<p>Thin Client Does the bid confirm that thin-client equipment will conform to the minimum requirements of SOW 9.7 and is offered in COTS, Level C, Level B and Level A-compliant variants?</p>
SOW 9.8	<p>Zero Client Does the bid confirm that zero-client equipment will conform to the minimum requirements of SOW 9.8 and is offered in COTS, Level C, Level B and Level A-compliant variants?</p>
SOW 9.9	<p>Touchscreen Desktop Monitor Does the bid confirm that standard touchscreen monitor accessory equipment will conform to the minimum requirements of SOW 9.9 and is offered in COTS, Level C, Level B and Level A-compliant variants?</p>
SOW 9.10	<p>Desktop Monitor Does the bid confirm that the standard desktop monitor accessory equipment will conform to the minimum requirements of SOW 9.10 and is offered in COTS, Level C, Level B and Level A-compliant variants?</p>

IFB REFERENCE	EVALUATION FACTORS AND CRITERIA
SOW 9.11	Keyboard Does the bid confirm that keyboard accessory equipment will conform to the minimum requirements of SOW 9.11 and is offered in COTS, Level C, Level B and Level A-compliant variants?
SOW 9.12	Mouse Does the bid confirm that mouse accessory equipment will conform to the minimum requirements of SOW 9.12 and is offered in COTS, Level C, Level B and Level A-compliant variants?
SOW 9.13	KVM Does the bid confirm that KVM accessory equipment will conform to the minimum requirements of SOW 9.13?
SOW 9.14	Webcam Does the bid confirm that webcam accessory equipment will conform to the minimum requirements of SOW 9.14 and is offered in COTS, Level C, Level B and Level A-compliant variants?
SOW 9.15	Smartcard Reader Does the bid confirm that smartcard reader accessory equipment will conform to the minimum requirements of SOW 9.15?
SOW 9.16	Headset Does the bid confirm that headset accessory equipment will conform to the minimum requirements of SOW 9.16 and is offered in COTS, Level C, Level B and Level A-compliant variants?
SOW 9.17	USB Conference Kit Does the bid confirm that USB conference kit accessory equipment will conform to the minimum requirements of SOW 9.17?
SOW 9.18	Docking Station Does the bid confirm that docking station accessory equipment will conform to the minimum requirements of SOW 9.18?
SOW 9.19	Universal Power Supply Filter Does the bid confirm that universal power supply filter accessory equipment will conform to the minimum requirements of SOW 9.19?
SOW 9.20	Smartcard Does the bid confirm that smartcard accessory equipment will conform to the minimum requirements of SOW 9.20?
SOW 9.21	Mobile Device Protection Does the bid confirm that mobile device protection accessory equipment will conform to the requirements of SOW 9.21?;
SOW 9.22	Anti-Theft Cable Does the bid confirm that anti-theft cable device accessory will conform to the minimum requirements of SOW 9.22?
SOW 9.23	Fibre Optic Patch Cords Does the bid confirm that fibre optic patch-cords will conform to the minimum requirements of SOW 9.23?.
SOW 9.24 Cu patch-cord	Copper Patch Cords Does the bid confirm that copper patch-cords will conform to the minimum requirements of SOW 9.24?.

5 ANNEX A – BIDDING SHEETS

Provided under separate MS Excel File:
"IFB-CO-14210-ITM_Bidding-sheets_wp2.xls"

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IFB-CO-14210-ITM
Book I, Annex A, Bidding Sheets



NATO Communications and Information Agency

IFB-CO-14210-ITM

IT MODERNISATION FRAMEWORK CONTRACT FOR
THE SUPPLY OF CLIENT EQUIPMENT AND
ACCESSORIES

BOOK I
ANNEX A

BIDDING SHEETS

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CLIN Bidding Sheets Instructions

INTRODUCTION		
All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids (in the absence of a pre-approved National Format). All data completed in these sheets shall be		
FORM INPUTS		
PRICING SUMMARY ASSUMPTIONS		
Currency:	<i>Select currency of input values from drop down list.</i>	
Calendar Year:	<i>Enter Year of Contract Work</i>	
Quantity	<i>Enter quantities of proposed item(s) in the time profiling inputs to the right.</i>	
Unit Cost	<i>Enter the unit cost of the proposed item(s) for each year.</i>	
Total Estimated Cost	<i>This is a calculated value (Quantity x Unit Price) and should not be altered.</i>	
CATEGORY	DESCRIPTION	APPLICATION
MATERIAL	<i>Purchased Material - Items purchased as part of the proposed solution. Please provide vendor quotes and/or invoices along with quantity and prices.</i>	<ol style="list-style-type: none"> 1. Insert the Material Item Name(s). 2. Provide unit prices against each equipment item. 3. Insert comments/descriptions/references to the ITEM Design/explanation of calculation method under the 'Notes' column
DIRECT LABOUR	<i>Direct labour is all effort directly expended by the bidder for the proposed solution</i>	<ol style="list-style-type: none"> 1. Insert the direct labour title(s). 2. Provide hourly rates against each labour title. 3. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column.
SUBCONTRACT LABOUR	<i>Indirect labour is all effort expended by the sub-contractor for the proposed solution.</i>	<ol style="list-style-type: none"> 1. Insert the subcontract labour title(s). 2. Provide hourly rates against each labour title. 3. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column
TRAVEL	<i>Includes all travel associated with the procurement and delivery of the proposed solution.</i>	<ol style="list-style-type: none"> 1. Insert the Trip Name(s). 2. Provide number of trips being made. 3. Provide number of people travelling. 4. Provide number of days per trip. 5. Provide cost of round trip flight. 6. Provide daily per diem rate. 7. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.
OTHER DIRECT COSTS	<i>Additional direct costs directly expended by the bidder for the proposed solution that do not fit in any of the above categories.</i>	<ol style="list-style-type: none"> 1. Insert the Other Direct Cost title(s). 2. Provide unit costs against each title. 3. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column.
TOTAL FEE / PROFIT %	<i>Provide all FEE/PROFIT percentage applied to costs in accordance with your approved national accounting standards.</i>	<i>Provide calculation used in application of FEE/PROFIT into the price.</i>
OTHER FACTORS	<i>Provide any OTHER FACTOR percentage applied to costs in accordance with your approved national accounting standards. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column.</i>	<i>Provide calculation used in application of FACTORS into the price.</i>
GRAND TOTAL	<i>The total shall feed into the SSS.</i>	<i>Total Price including direct cost, indirect cost, rates and factors as applied above. Please do not forget to amend the title to reflect the appropriate CLIN number.</i>

OFFER SUMMARY

CLIN DESCRIPTION	PRICE
FIRM FIXED PRICE REQUIREMENTS	
<i>TOTAL CLIN 1- Project Management</i>	
<i>TOTAL CLIN 2- Client Equipment</i>	
<i>TOTAL CLIN 3 - Accessory Equipment</i>	
<i>TOTAL CLIN 4- Integrated Logistic Support</i>	
GRAND TOTAL Evaluated Price	0.00
<i>TOTAL CLIN 5- Option 1 Microsoft Licences</i>	
UNEVALUATED OPTION	0.00

CLIN Summary

CLIN	Description	Delivery place	Reference	Unit Description	QTY	Unit Price	Total Price	Delivery
	Grand Total							
1	Project Management	NCIA (BEL)						
1.1	Technical Lead		4.3.3.2	Man Day Rate	40		-	N/A
1.2	Delivery Manager		4.3.3.1	Man Day Rate	685		-	N/A
1.3	Delivery Documentation	NCIA (BEL)	4.3.5	N/A				N/A
1.3.1	Manifest		4.3.5.1	Unit Price	1		-	N/A
1.4	Travel for Mons or Brussels			N/A				N/A
1.4.1	One Day Travel			Price Per Travel	20		-	N/A
1.4.2	Two Day Travel			Price Per Travel	20		-	N/A
1.4.3	Five Day Travel			Price Per Travel	20		-	N/A
2	Client Equipment							
2.1	Business laptop - COTS		9.3	Unit Price	7,343		-	PO + 6 weeks
2.2	Business laptop - Mobile Data Transmission		9.3	Unit Price	816		-	PO + 6 weeks
2.3	Tablet / 2-in-1 - COTS		9.5	Unit Price	7,343		-	PO + 6 weeks
2.4	Tablet / 2-in-1 - Mobile Data Transmission		9.5	Unit Price	816		-	PO + 6 weeks
2.5	Workstation - COTS		9.4	Unit Price	359		-	PO + 6 weeks
2.6	Workstation - Level C		9.4 & 5.5.3.5	Unit Price	359		-	PO + 8 weeks
2.7	Workstation - Level B		9.4 & 5.5.3.5	Unit Price	22		-	PO + 8 weeks
2.8	Workstation - Level A		9.4 & 5.5.3.5	Unit Price	7		-	PO + 12 weeks
2.9	Diskless PC - COTS		9.6	Unit Price	719		-	PO + 6 weeks
2.10	Diskless PC - Level C		9.6 & 5.5.3.5	Unit Price	719		-	PO + 8 weeks
2.11	Diskless PC - Level B		9.6 & 5.5.3.5	Unit Price	44		-	PO + 8 weeks
2.12	Diskless PC - Level A		9.6 & 5.5.3.5	Unit Price	14		-	PO + 12 weeks
2.13	Thin Client - COTS		9.7	Unit Price	5,754		-	PO + 6 weeks
2.14	Thin Client - Level C		9.7 & 5.5.3.5	Unit Price	5,754		-	PO + 8 weeks
2.15	Thin Client - Level B		9.7 & 5.5.3.5	Unit Price	359		-	PO + 8 weeks
2.16	Thin Client - Level A		9.7 & 5.5.3.5	Unit Price	119		-	PO + 12 weeks
2.17	Zero Client - COTS		9.8	Unit Price	719		-	PO + 6 weeks
2.18	Zero Client - Level C		9.8 & 5.5.3.5	Unit Price	719		-	PO + 8 weeks
2.19	Zero Client - Level B		9.8 & 5.5.3.5	Unit Price	44		-	PO + 8 weeks
2.20	Zero Client - Level A		9.8 & 5.5.3.5	Unit Price	14		-	PO + 12 weeks
3	Accessory Equipment							
3.1	Touch Screen Desktop Monitor - COTS		9.9	Unit Price	7,513		-	PO + 6 weeks
3.2	Touch Screen Desktop Monitor - Level C		9.9 & 5.5.3.5	Unit Price	7,513		-	PO + 8 weeks
3.3	Touch Screen Desktop Monitor - Level B		9.9 & 5.5.3.5	Unit Price	470		-	PO + 8 weeks
3.4	Touch Screen Desktop Monitor - Level A		9.9 & 5.5.3.5	Unit Price	157		-	PO + 12 weeks
3.6	Desktop Monitor - COTS		9.10 & 5.5.3.5	Unit Price	7,513		-	PO + 6 weeks
3.7	Desktop Monitor - Level C		9.10 & 5.5.3.5	Unit Price	7,513		-	PO + 8 weeks
3.8	Desktop Monitor - Level B		9.10 & 5.5.3.5	Unit Price	470		-	PO + 8 weeks
3.9	Desktop Monitor - Level A		9.10 & 5.5.3.5	Unit Price	157		-	PO + 12 weeks
3.11	Keyboard - COTS		9.11	Unit Price	15,026		-	PO + 6 weeks
3.12	Keyboard - Level C		9.11 & 5.5.3.5	Unit Price	15,026		-	PO + 8 weeks
3.13	Keyboard - Level B		9.11 & 5.5.3.5	Unit Price	939		-	PO + 8 weeks

CLIN	Description	Delivery place	Reference	Unit Description	QTY	Unit Price	Total Price	Delivery
3.14	Keyboard - Level A		9.11 & 5.5.3.5	Unit Price	313		-	PO + 12 weeks
3.15	Mouse - COTS		9.12	Unit Price	15,026		-	PO + 6 weeks
3.16	Mouse - Level C		9.12 & 5.5.3.5	Unit Price	15,026		-	PO + 8 weeks
3.17	Mouse - Level B		9.12 & 5.5.3.5	Unit Price	939		-	PO + 8 weeks
3.18	Mouse - Level A		9.12 & 5.5.3.5	Unit Price	313		-	PO + 12 weeks
3.19	KVM (TEMPEST)		9.13	Unit Price	1,498		-	PO + 8 weeks
3.20	Webcam - COTS		9.14	Unit Price	7,192		-	PO + 6 weeks
3.21	Webcam - Level C		9.14 & 5.5.3.5	Unit Price	7,192		-	PO + 8 weeks
3.22	Webcam - Level B		9.14 & 5.5.3.5	Unit Price	449		-	PO + 8 weeks
3.23	Webcam - Level A		9.14 & 5.5.3.5	Unit Price	149		-	PO + 12 weeks
3.24	Smartcard Reader		9.15	Unit Price	120		-	PO + 8 weeks
3.25	Headset - COTS		9.16	Unit Price	16,319		-	PO + 6 weeks
3.26	Headset - Level C		9.16 & 5.5.3.5	Unit Price	16,319		-	PO + 8 weeks
3.27	Headset - Level B		9.16 & 5.5.3.5	Unit Price	16,319		-	PO + 8 weeks
3.28	Headset - Level A		9.16 & 5.5.3.5	Unit Price	16,319		-	PO + 12 weeks
3.29	USB conference kit		9.17	Unit Price	160		-	PO + 6 weeks
3.30	Docking Station		9.18	Unit Price	16,319		-	PO + 6 weeks
3.31	Power supply filter		9.19	Unit Price	14,985		-	PO + 6 weeks
3.32	Smartcard		9.20	Unit Price	16,319		-	PO + 8 weeks
3.33	Protection Sleeve		9.21	Unit Price	16,319		-	PO + 4 weeks
3.34	Kensigton lock security cable		9.22	Unit Price	16,319		-	PO + 4 weeks
3.35	Fibre optic patch-cord OM1 LC/ST/MTRJ/SC 2m		9.23	Unit Price	3,746		-	PO + 4 weeks
3.36	Fibre optic patch-cord OM1 LC/ST/MTRJ/SC 5m		9.23	Unit Price	3,746		-	PO + 4 weeks
3.37	Fibre optic patch-cord OM1 LC/ST/MTRJ/SC 10m		9.23	Unit Price	300		-	PO + 4 weeks
3.38	Fibre optic patch-cord OM2 LC/ST/MTRJ/SC 2m		9.23	Unit Price	3,746		-	PO + 4 weeks
3.39	Fibre optic patch-cord OM2 LC/ST/MTRJ/SC 5m		9.23	Unit Price	3,746		-	PO + 4 weeks
3.40	Fibre optic patch-cord OM2 LC/ST/MTRJ/SC 10m		9.23	Unit Price	300		-	PO + 4 weeks
3.41	Copper patch-cord Cat6e RJ45 2m		9.24	Unit Price	326		-	PO + 4 weeks
3.42	Copper patch-cord Cat6e RJ45 5m		9.24	Unit Price	326		-	PO + 4 weeks
3.43	Copper patch-cord Cat6e RJ45 10m		9.24	Unit Price	163		-	PO + 4 weeks
4	Integrated Logistic Support							
4.1	Supply Support		6.1	Unit Price	1		-	N/A
4.2	Logistic Supply Support							N/A
4.2.1	PHS&T to NATO Sites in Europe		6.2	Price Per Pallet	1,000		-	N/A
4.2.2	PHS&T to NATO Sites in North America		6.2	Price Per Pallet	63		-	N/A
4.2.3	PHS&T to NATO Sites in Turkey		6.2	Price Per Pallet	22		-	N/A
	Total Evaluated Price (CLINs 1,2,3,4)							
	Unevaluated Option							
5	Microsoft Licences							
5.1	MS Windows 10 Pro OEM 64bit no-media		9	Licence Unit Price	6,609		-	PO + 4 weeks

6 ANNEX B – CERTIFICATES

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ANNEX B-1

CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX B-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 B-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 twelve (12) months from the Bid Closing Date of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-4

CERTIFICATE OF UNDERSTANDING

I certify that

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-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 B-6

ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS and CR Releases.

I confirm that the following Amendments to Request for Quotation No IFB-CO-14210-ITM 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 B-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 IFB.

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 B-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

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

ANNEX B-9

**Comprehension and Acceptance of CONTRACT Special Provisions and
Contract General Provisions**

The Bidder hereby certifies that it has reviewed the Contract Special Provisions Contract General Provisions set forth in the Prospective Contract, Book II of this IFB. 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 IFB.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-11

CERTIFICATE OF AQAP 2110 OR ISO 9001 COMPLIANCE

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001 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 - BID GUARANTEE - STANDBY LETTER OF CREDIT

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 300,000.00 (three Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB CO-14210-ITM 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 technically compliant Bid, has withdrawn its Bid, or stated that he 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 technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or

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

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

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

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the 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 by registered mail.

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

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

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

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

8. Multiple drawings are allowed.

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

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

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

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

7 ANNEX D – BID REQUIREMENTS CROSS REFERENCE MATRIX

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/Compliance Table is to be included in the Bid Technical Proposal Package. The Cross Reference/Compliance Table must identify the IFB portions for the Equipment Categories for which the Bid is submitted.

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.2.1	-	The Bidder has included a Table of Contents that meets the requirements established in Book I – Bidding Instructions.	<i>Bidder to complete</i>
3.4.2.2	-	The Bid includes a Cross-Reference/Compliance Table in accordance the Bidding Instructions.	
3.6.3	3.2	Contractor Profile and Qualifications	
3.6.4	3.2	Contractor Delivery Management	
3.6.5	3.4	Contractor Technical Lead	
3.6.6	2.3.1	Support to the design process	
3.6.7	2.3.3, 3.7	Attendance to meetings	
3.6.8	3.6	Implementation Documentation	
3.6.9	3.7	Implementation Communications	
3.6.10	3.8	Implementation Change Management	
3.6.11	7.2, 7.3, Annex C	Client Equipment and Accessories	
3.6.12	3.9	Quality Assurance	
3.6.13	9	Integrated Logistics Support	

8 ANNEX E – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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



NATO Communications and Information Agency

IFB-CO-14210-ITM

**IT MODERNISATION FRAMEWORK CONTRACT FOR
THE SUPPLY OF CLIENT EQUIPMENT AND
ACCESSORIES**

BOOK II

PROSPECTIVE CONTRACT

GENERAL INDEX

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III Contract General Provisions

Part IV Statement of Work

NCI Agency CONTRACT	
1. Original Number ___ of	2. Contract Number: CO-14210-ITM
3. Reserved	4. Effective Date: <i>Same as block 17</i>
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NATO Communications and Information Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8282 Fax: +32(0)2 707 8770
7. CONTRACT SCOPE: The purpose of this Contract is to establish and maintain an End User Service product Catalogue for client equipment and accessories against which the Purchaser may order quantities of equipment and accessories for delivery to NATO sites	
8. TOTAL AMOUNT OF CONTRACT :	Requirements Contract
	Per unit as detailed in the SSS and Purchase Orders
9. PERIOD OF PERFORMANCE As stated in Schedule of Supplies and Services and Special Provisions	10. DELIVERY SITE As stated in Schedule of Supplies and Services and Special Provisions
11. CONTRACT This Contract consists of the following parts and named documents: a) Part I. Schedule of Supplies and Services; b) Part II. Special Contract Provisions and Annexes; c) Part III. NCIO General Contract Provisions and Appendix 1; d) Part IV. Statement of Work. In the event of any conflict or inconsistencies between or among any of the documents comprising this Contract, the order of priority specified in Clause 1 of Part II shall apply.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser



NATO Communications and Information Agency

IFB-CO-14210-ITM

**IT MODERNISATION FRAMEWORK CONTRACT FOR
THE SUPPLY OF CLIENT EQUIPMENT AND
ACCESSORIES**

**BOOK II
PART II**

CONTRAL SPECIAL PROVISIONS

Table of Content

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PART II - CONTRACT SPECIAL PROVISIONS

1. Order of Precedence

1.1. This Clause supersedes Clause 1 of the NCIO General Contract Provisions.

1.2. If there is any conflict or inconsistency between the Clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in this Contract, the conflict shall be resolved in accordance with the following order of precedence:

- a) Part I – The Schedule of Supplies and Services;
- b) Part II – The Contract Special Provisions;
- c) Part III – The Contract General Provisions;
- d) Part IV – The Statement of Work and its Annexes;
- e) The Contractor's proposal (Technical Proposal and Price Quotation) in response to IFB-CO-14210-ITM dated xx/xxx/2016 and any clarifications thereto, incorporated herein by reference.

2. Scope of Work

2.1. The purpose of this Contract is to establish and maintain an End User Service product Catalogue for client equipment and accessories against which the Purchaser may order quantities of equipment and accessories for delivery to NATO sites. Purchase Orders for other Projects and on behalf of NATO nations may be issued by the Purchaser.

2.2. In order to fulfil that purpose the Contractor shall deliver, in consideration for the prices specified in the Schedule, the items or services, identified in discrete orders issued from time to time by the Purchaser, in the manner and at the time and location specified in order, and in accordance with the specifications and descriptions set forth in the Statement Of Work.

3. Contract Type

3.1. This Contract is a ID/IQ Requirements type Contract. This means the Contract has no intrinsic monetary value. The Agency will place definitive Purchase Orders against this Contract when requirements are identified and funding is available. The Contract will specify the limit prices to be paid when Orders are issued.

- 3.2. Each Purchase Order will have a monetary obligation and a detailed Statement of Work for the Contractor to perform that is within the general scope of this Contract. This Contract will come into effect with the placing of the first Order which will constitute the initial obligation.
- 3.3. The Purchaser regards this Contract to be the “preferred vehicle” for obtaining the equipment and services specified in the Statement of Work for the purpose of the ITM project, where the Purchaser is charged by NATO to satisfy the requirement. Only if the Contractor is unable to meet the requirements, within the required timeframe, or at the Contracted price, will another source be solicited. The Contract may be used to meet other NATO requirements at the discretion of Purchaser.
- 3.4. The unit prices in the SSS are valid for any quantity of Client Equipment And Accessories ordered under the Contract under the Purchase Orders.
- 3.5. There are no minima or maxima quantity of Client Equipment And Accessories guaranteed to be procured under this Contract. The Contractor shall size its delivery capacity for shipments to up to 7 sites in parallel with an expected maximum throughput of 10,000 devices per month.
- 3.6. If the Purchaser issues Purchase Orders that either separately or concurrently exceed the quantities specified at 3.5 above the Contractor is to inform the Purchaser immediately if it cannot comply with excess volume ordered. The Purchaser will adjust the Purchase Orders as required to remain within the stated quantities.
- 3.7. If the Contractor fails to satisfactorily perform Orders issued under this Contract, the Purchaser is under no obligation to continue to use the Contract as a preferred vehicle.

4. Term & Price

- 4.1. The term of the Contract from EDC to EDC plus 5 years plus 2 optional years (See Clause 14 hereunder) the prices for CLINs 1, 2, 3 & 4 and all sub-CLINs thereto are firm fixed prices for the duration of the Contract.
- 4.2. CLINs 2, 3, 4 are firm fixed unit prices for the duration of the Contract.
- 4.3. The man day rates detailed at CLINS 1.1 and 1.2 are firm fixed rates for any Purchase Orders and raised between EDC and EDC plus three years.

5. Purchase Orders and Ordering

- 5.1. Purchase Orders will be issued in writing by the Purchaser and signed by the Purchaser’s Contracting Authority. Orders are instruments to initiate Contractor activities and obligate funding to the Contract. Purchase Orders will be in the format detailed at Annex A1 and A2 to the Statement of Work.

5.2. The ordering process is described in section 4 of the Statement of Work.

6. Comprehension of Contract and Specifications

- 6.1. The Contractor warrants *that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract* and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 6.2. 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.
- 6.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- 6.4. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
- 6.5. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 6.6. Notwithstanding the "Changes" clause 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.

7. Place and Terms of Delivery

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

7.2. The Contractor shall note that the Purchaser is exempt from customs duties and VAT. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

8. Invoices and Payment Terms

- 8.1. Following Purchaser acceptance of Goods and Services required under the Purchase Order, the Contractor shall submit invoices either at the completion and acceptance of all work under the task or in accordance with the payment plan as indicated in the Purchase Order..
- 8.2. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 8.3. No payment shall be made for additional items delivered that are not specified in the Contractual document.
- 8.4. Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 8.5. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause "Taxes and Duties" of the NCI Agency General Provisions.
- 8.6. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 8.7. The invoice shall contain the following certificate:
"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received." The certificate shall be signed by a duly authorised company official on the designated original.
- 8.8. Invoices referencing "IFB- CO-14210-ITM/Purchase Order No X " shall be submitted to:
NCI Agency
Batiment Z, Finance
Boulevard Léopold III
B-1110 Brussels
Belgium
accountspayable@ncia.nato.int
- 8.9. NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

9. Acceptance Procedures

- 9.1. Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that Purchase Order deliverables are complete or have been performed according to the requirements set in the Contract and the Purchase Order.
- 9.2. Acceptance procedures are described in clause 21 off the NCIA General Contract Provisions.

10. COTS Products Replacement

- 10.1. If any COTS products specified in the Contract are discontinued by their original providers for commercial or technological reasons, the Contractor shall propose their substitution by the new versions that are supposed to replace the original products. The proposed items shall provide at least equivalent performance with lower prices and/or life-cycle support costs, or enhanced performance without a price or cost increase. The discount % age to list price indicated in the SSS must be maintained for any products proposed under this clause
- 10.2. The Contractor shall provide price and performance data to support an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Clause.

11. Warranty

- 11.1. The Contractor shall provide warranty on all material provided under this Contract and in accordance with Paragraph 9.4 of Book II, Part IV, the Statement of Work or a minimum six months warranty where no period is specified.
- 11.2. For this purpose the Contractor shall provide, as an annex to his technical proposal, details of the warranty conditions offered, by type of equipment handling instructions, including period of warranty, information of Points of Contact and procedures to be used in the event of a warranty claim.
- 11.3. Should any period of warranty or conditions of the warranty exceed those required these periods or conditions may be incorporated in the the Contract at the sole discretion of the Purchaser.

12. Contract Administration

- 12.1. All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 12.2. Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 12.3. Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be Contractually binding.
- 12.4. All notices and communications shall be effective on receipt.
- 12.5. Official Points of Contact:

Purchaser	Contractor
NCI Agency Headquarters Bâtiment Z Avenue du Bourget 140 1110 Brussels Belgium	
For Contractual matters: Attn: Graham Hindle Tel: +32 2 707 8857 Fax: +32 2 707 8770 E-mail: graham.hindle@ncia.nato.int	For Contractual matters: Attn: Tel: Fax: E-mail:
For technical/project management matters: Attn. Lukasz Sokolowski Tel: + 32 2 707 8316 E-mail: lukasz.sokolowski@ncia.nato.int	For technical/delivery matters: Attn: Tel: Fax: E-mail:

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

13. Options

- 13.1. The Two Optional years mentioned at Clause 4. above may be exercised by the Purchaser s follows:
 - 13.1.1. The options may be exercised by written notification of the Purchaser;
 - 13.1.2. The options may be exercised either together or separately;
 - 13.1.3. The options are open for exercise at any time from EDC to EDC plus Five years;
 - 13.1.4. In addition to the above, optional CLIN 5.1 may be exercised by written notification by the Purchaser and by inclusion in a Purchase Order or Orders in any quantity based on the unit price;
 - 13.1.5. Options for provision of licenses under Task Orders lin the optional CLIN;
 - 13.1.6. The existence of the option does not imply that they will be exercised.

14. Liquidated Damages

- 14.1. Clause 38 of Part II, the NCIA General Contract Provision is amended as follows for the the purpose of this Contract.
 - 14.1.1. Throughout Clause 38 where reference is to the Contract, it shall be deemed to apply to each issued Purchase Order individually.
 - 14.1.2. Clause 38.1.2.” is amended as follows:

“ liquidated damages of .1% (one tenth of per cent) per day of the associated payment Is amended to read .25 (one quarter of per cent)”
 - 14.1.3. Clause 38.4 is replaced by the following:

“Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 25% of the value of each line item individually not to exceed 20% of the total value of the individual Purchase Order. These liquidated damages shall accrue automatically and without any further notice being required.

15. KEY PERSONNEL

- 15.1. Contractor’s employees or agents specifically identified in the table at 17.1.1 below shall be considered as key personnel for the performance of the contract. Without prejudice to other applicable stipulations of the contract, key personnel shall be subject to the terms and conditions specified below.

Position	Name	Designation Period
Contractor Technical Lead		EDC thru Contract completion
Contractor Delivery Manager		EDC thru Contract completion

Table 17.1.1 – List of Key Personnel

- 15.2. Key personnel assigned to this Contract shall remain working on the Contract for as long as required by the terms of the present Contract unless the Purchaser agrees to a replacement who is equal or better qualified. Such a replacement will be in accordance with article 15.5 and is without extra cost to the Purchaser.
- 15.3. The Contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of key personnel non-availability that may endanger the performance of services or deliverables set in the contract.
- 15.4. The Purchaser reserves the right to reject a Contractor’s staff member after prior acceptance if the Purchaser determines during Contract performance that the individual is not providing the required level of support. The Purchaser will inform the Contractor in writing in case such a decision is taken, and the Contractor shall propose a replacement within fifteen (15) days after the Purchaser’s written notification.
- 15.5. The Purchaser shall approve any replacement or additional key personnel according to the following procedure:
- 15.5.1. The Contractor shall provide the name(s) and qualifications statement(s) of a nominee(s) for review by the Purchaser a least 20 days before the intended date of replacement or the date when the nominee(s) is/are required to start work under the contract. If the Purchaser accepts the nominations, this acceptance will be notified in writing to the Contractor, who will be authorized to assign the nominated personnel to the Contract on the date(s) established in the stated notification.
- 15.5.2. If the Purchaser considers a nominee or nominees to be inappropriate for the required services, the Contractor will be so notified and shall have not more than ten (10) days to submit alternate nominees.
- 15.6. If the Contractor fails to provide in due time a compliant candidate, the Purchaser may terminate this Contract in whole or in part as provided in the first paragraph of the Clause 39 entitled “TERMINATION FOR DEFAULT” of the NCIO General Contract Provisions, and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the “TERMINATION FOR DEFAULT” Clause, for such liquidated damages

accruing until such time as the Purchaser may reasonably obtain delivery or performance of similar services.

- 15.7. The delay stated above shall be counted from the day the Purchaser notifies the Contractor, in accordance with paragraph 15.5.2 above, that the alternate nominees are considered to be non-compliant or inappropriate for the required services according to the requirements of the Contract.

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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

1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1 **Assembly-** An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance-** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..
- 2.3 **Claims-** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause-** A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority-** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)-** The term “Commercially Off-the-Shelf Item (COTS)” means any item that:is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

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

- 2.21 **Manufacturing Defect-** Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO-** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.
- 2.23 **NCI AGENCY-** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes-** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part-** An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country-** A NATO member country that participates in financing the effort.
- 2.28 **Parties-** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser-** The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR-** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property-** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)-** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect-** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

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- 2.34 **Sub-Assembly-** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract-** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor-** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.
- 2.37 **Third Party IPR-** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work-** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

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

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

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

5. LANGUAGE

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

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

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

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

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provisions of the Contract regarding Termination for Default.

- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

- 1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR)).
- 2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
- 3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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number _____(to be identified when certificate is presented).”

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

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

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

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

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

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

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Participating Country.
- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue

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to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
 - and
 - 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
 - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
 - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
 - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
 - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
 - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
 - 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;
 - 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations

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under the laws of the other NATO nations in which they may have access to classified information;

- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

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12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.

13.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

13.6 The inventory shall note whether:

13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);

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

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

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

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Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:

- 16.1.1 Specifications (including drawings and designs);
- 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
- 16.1.3 Marking and method of shipment and packing;
- 16.1.4 Place of delivery;
- 16.1.5 Amount, availability and condition of Purchaser Furnished Property.

- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

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

17. STOP WORK ORDER

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

arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

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

.....

.....
SIGNATURE

Date

- 18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority , the schedule for which is beyond the Contracting Authority's control. A

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decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.
- 19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:
- 19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
- 19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
- 19.4.1 cost or pricing data;
- 19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
- 19.4.3 a Certificate of Current Cost or Pricing Data, when required.

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- 19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:
- 19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
 - 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
 - 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
 - 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of

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equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

- 20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.
- 20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.
- 20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.
- 20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.
- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
 - 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)

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- 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.
- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely

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accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.
- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a

manner as not to unduly delay the Work.

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

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

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

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Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

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to the Purchaser and shall contain all of the elements listed below:

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

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

OR

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

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

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

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

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

26. **TAXES AND DUTIES**

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

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procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

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

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser

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assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.
- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be

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easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

- 27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.
- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with

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Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.
- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.2 correct the Work;
 - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.3.1 obtain applicable data and reports; and/or
 - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. **RIGHT OF ACCESS, EXAMINATION OF RECORDS**

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. **PATENT AND COPYRIGHT INDEMNITY**

29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify

the Purchaser from any liability for IPR infringement in said countries.

29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3 This indemnity shall not apply under the following circumstances:

29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

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

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

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

30.2 *Contractor Background IPR*

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

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

30.3 ***Foreground IPR***

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

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

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

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

30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.

30.3.6 The Contractor shall:

30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and

30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

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30.3.7 The Contractor undertakes:

30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and

30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to: (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 ***Third Party IPR***

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

30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).

30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract

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without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

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

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

tested, and verified by tests and procedures set forth in this Contract.

31.2 Notification Requirement

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

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

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

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

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

31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;

31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:

31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;

31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

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

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

31.6 Markings

31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in

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the operating and/or maintenance manuals or instructions accompanying such Software.

- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

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

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto

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and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.

33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

34.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.

34.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the

Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

- 36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.
- 36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:
- 36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
 - 36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.
- 36.3 No claim under this Clause shall be allowed:
- 36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;
 - 36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and
 - 36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

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

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

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

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

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

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

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

39. TERMINATION FOR DEFAULT

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- 39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:
- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent;
 - 39.1.6 breaches any provision of this Contract; or
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

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- 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.
- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit

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the Contractor to meet the required delivery schedule.

- 39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 39.7.1 any completed Work with associated rights ;
 - 39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;
- 39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.
- 39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.
- 39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.
- 39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).
- 39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.14 The rights and remedies of the Purchaser provided in this Clause shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
 - 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
 - 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
 - 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

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- 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
- 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
 - 40.3.7.1 shall not be required to extend credit to any Buyer; and
 - 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted

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shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable

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to Work paid or to be paid for under Clause 40.7.1;

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2 if an appeal has been taken, the amount finally determined on such appeal.

40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the

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Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

40.14 Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

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

41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.

41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be

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submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.
- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall

determine the apportionment of the arbitration expenses.

42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

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

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

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

i. Direct Costs

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

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

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

2. Unallowable Costs

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

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.



NATO Communications and Information Agency

IFB-CO-14210-ITM

**IT MODERNISATION FRAMEWORK CONTRACT FOR
THE SUPPLY OF CLIENT EQUIPMENT AND
ACCESSORIES**

**BOOK II
PART IV**

STATEMENT OF WORK

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1 REFERENCE DOCUMENTS

1.1 Applicable Documents

1.1.1 NATO

1.1.1.1 Allied Quality Assurance Publications (AQAP):

- 1- AQAP 160; *NATO Integrated Quality Requirements for Software throughout the Life Cycle*; dated Jul 2001.
- 2- AQAP 169; *NATO Guidance on the use of AQAP-160 Edition 1*; dated Jul 2001.
- 3- AQAP 2000; *NATO Policy on an Integrated Systems Approach to Quality Through the Life Cycle Edition 3*; dated Nov 2009.
- 4- AQAP 2009; *Guidance on the use of the AQAP 2000 Series Edition 2*; dated Nov 2006.
- 5- AQAP 2070; *NATO Mutual Government Quality Assurance (GQA) Process Edition 1*; dated Jan 2004.
- 6- AQAP 2110; *NATO Quality Assurance Requirements for Design, Development and Production Edition 3*; dated Nov 2009.
- 7- AQAP 2210; *NATO Supplementary Software Quality Assurance Requirements to AQAP 2210 Edition 1*; dated Nov 2006.

1.1.1.2 NATO Standardization Agreements (STANAG):

- 8- STANAG 4107; *Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications (AQAP)*; dated 6 Jul 2007.
- 9- STANAG 6001; *Language Proficiency Levels Edition 3*; dated 20 Feb 2009.

1.1.1.3 Other NATO documents:

- 10-NATO Information Assurance Product Catalogue
<https://www.ia.nato.int/niapc>;

1.1.2 Non-NATO

- 11-IEEE 802.3-2015 - *Physical layer and data link layer's media access control (MAC) of wired Ethernet*
- 12-IEEE 802.11-2012 + 802.11ac - *Wireless local area network (WLAN) computer communication in the 2.4 and 5 GHz frequency bands*
- 13-Windows Hardware Compatibility database
<http://www.microsoft.com/hardware/en-us/support/compatibility>)

14-TCG Trusted Platform Module 1.2 (ISO/IEC standard 11889:2009) and 2.0
(http://www.trustedcomputinggroup.org/resources/tpm_main_specification)

15-TCG Storage Work Group Storage Security Subsystem Class: Opal
(http://www.trustedcomputinggroup.org/resources/storage_work_group_storage_security_subsystem_class_opal)

16-IEEE 1667 - Standard Protocol for Authentication in Host Attachments of Transient Storage Devices

17-Microsoft – Factory Encrypted Drives (<https://technet.microsoft.com/en-us/library/hh825213.aspx>)

18-IEC 61966-2-1:1999 - Specification of the sRGB colourspace

2 INTRODUCTION, BACKGROUND and OVERVIEW

2.1 Introduction

This Statement of Work (SOW) describes requirements for Front End Services for the IT Modernisation (ITM) Project. Front End Services consist essentially of procurement of client equipment and associated accessories. The purpose of this SOW is to establish a framework Contract for the procurement and delivery of the client equipment and accessories needed to implement ITM.

2.2 Background

2.2.1 ITM Work Packages

The ITM Project is subdivided into five (5) separately contracted Work Packages (WP), as follows:

- *WP1 provides the design, implements the back end services, implements centralised management and migrates applications to the new cloud based environment. WP1 also integrates the client equipment and accessories into the overall ITM infrastructure;*
- *WP2 provides client devices and accessories;*
- *WP3 is not assigned;*
- *WP4 is for the expansion of the NATO HQ Datacentre for Enterprise use;*
- *WP5 provides consultancy support to NCI Agency;*
- *WP6 modifies the NCIRC FOC infrastructure to accommodate the ITM design.*

2.2.2 Project Phasing

The ITM Project is divided into four increments known as “Waves”. Effectively each wave consists of a number of sites as described in the tables in Annex B. The precise order of site implementation will be determined by the Purchaser. The precise schedule of site implementation will be determined under WP1 but the overall timeline is constrained by the Purchaser to 18 months for wave 1 and 12 months for each subsequent wave.

2.2.3 Networks

The ITM project will deliver two physical networks at different levels of security -a NATO SECRET network called the ON and a NATO UNCLASSIFIED/NATO RESTRICTED network called the Protected Business Network (PBN). Users on

these networks have different requirements for client equipment and accessories which are described in this document.

2.3 Overview

2.3.1 Overview of Requirements

This SOW describes client equipment and accessories which the Purchaser intends to procure under this Contract and provide to the Contractor for WP1 for inclusion in ITM implementation. To this end the Contractor for WP2 is required to produce and maintain a catalogue of client equipment and accessories upon which the Purchaser will place orders for delivery to ITM sites. The client equipment and accessories described in the catalogue must conform to the technical requirements laid down in this SOW.

As well as providing and delivering technically compliant equipment and accessories, the WP2 Contractor is required to manage the delivery process and provide technical advice and expertise relative to the equipment and accessories provided under the Contract.

2.3.2 Overview of this document

All requirements in this document are typed in plain text and accompanied by a number in square brackets. Text which is typed in italics is for information purposes and does not contain requirements per se. This document is organised into sections some of which contain requirements and some of which are for information only. The sections which contain requirements are:

Section 4 Delivery
Section 5 Technical Requirements
Section 6 Integrated Logistics Support
Section 9 Technical Specifications

Sections which are for information only are:

Section 3 Scope
Section 7 Sample Purchase Orders
Section 8 Client Devices by Site
Section 10 Terminology and Definitions

3 Scope

3.1 Work Packages

This SOW addresses only WP2.

3.2 Sites

The scope of the WP2 Contract covers all the sites listed in Annex B (section 8).

3.3 Requirements

The scope of requirements covers delivery of technically compliant client equipment and accessories and the management of deliveries as described in section 4, adherence to technical requirements and specifications as described in sections 5 and 9 and the performance of Integrated Logistics Support as described in section 6.

4 Delivery

4.1 End User Service Product Catalogue

[001] The Contractor shall establish and maintain an End User Service Product Catalogue for all client equipment and accessories described in this SOW (section 5 and Annex C (section 9)).

This catalogue will be used by the Purchaser in order to procure client equipment and accessories from the WP2 Contractor for delivery to sites.

4.2 Delivery to Sites.

[002] The Contractor shall deliver client equipment and accessories to the Purchaser at any of the sites listed in Annex B (or other sites in Europe, Turkey or North America) according to Purchase Orders issued by the Purchaser.

Delivery will be organised in batches consisting of one or more pallets as defined in section 6.2.3 below. The allocation of equipment quantities ordered to pallets will be the responsibility of the Contractor.

A sample Purchase Order is attached at Annex A to this SOW.

The Purchaser will coordinate all interactions between work packages under the ITM Project and will issue Purchase Orders to ensure that client equipment and accessories are delivered to sites according to the overall project schedule produced under WP1.

[003] The WP2 Contractor shall deliver client equipment and accessories in types and quantities demanded in Purchase Orders to sites specified and within timeframes specified in the same Purchase Orders.

Delivery will be to the Purchaser who will accept the equipment from the WP2 Contractor and then provide it as Purchaser Furnished Equipment to the WP1 Contractor who will integrate the client equipment and accessories into the overall ITM capability.

The current requirement for client devices are described on a site by site basis in Annex B to this document. These numbers provide an indication of the total scope but are subject to confirmation via Purchase Orders on a site by site basis. Client devices are broken down in section 5 into individual items of client equipment and accessories which comprise the End User Service Catalogue called for in para 4.1 above. The precise relationship of individual items of client equipment and accessories to the client devices described in Annex B will be defined when the WP1 design is approved.

4.3 Delivery Management

4.3.1 Introduction

Management of the overall Project will be undertaken by the Purchaser according to PRINCE 2 and Managing Successful Programmes (MSP) methodologies. For this purpose the Purchaser has established an IT Modernisation Project Team led by the Purchaser Project Manager (PPM). The Purchaser also acts as the overall Architecture Authority.

[004] The Contractor shall assume direct responsibility for the management of deliveries ordered under the Contract.

4.3.2 Contractor Qualifications and Experience

[005] The Contractor shall be an active supplier of IT client equipment and accessories with at least five years experience of supply and delivery to locations in Europe and North America.

4.3.3 Key Personnel

4.3.3.1 Contractor Delivery Manager

- [006] The Contractor shall designate a Delivery Manager (DM), who shall direct and co-ordinate the activities of the Contractor's project team.
- [007] The Contractor's DM shall be the Contractor's primary interface to the Purchaser's Project Manager.
- [008] The Contractor's DM shall attend progress meetings according to the provisions of this SOW section 4.3.4.
- [009] The Contractor's DM shall attend Technology Confirmation Point Reviews when invited by the Purchaser PM as required in section 5.2.2 of this SOW.
- [010] The Contractor's DM shall be responsible for all deliveries to sites according to Purchase Orders issued under the contract.
- [011] The Contractor Delivery Manager shall be responsible for all aspects of the day-to-day coordination of equipment deliveries (orders, customs, notifications, transport, shipment, receipt, hand-over to local stock, accounting, asset labelling).
- [012] The Contractor Delivery Manager shall maintain the delivery manifest on the Purchaser provided portal as described in section 4.3.5.1.
- [013] The Contractor Delivery Manager shall have:
- [014] demonstrated practical and management experience in ICT deliveries;
- [015] demonstrated practical and hands-on knowledge of current form factors and technologies used in ICT client equipment;
- [016] demonstrated practical and management experience in applying ITIL release and deployment process activities supported by project references, point of contact, and description of role/responsibilities/activities;
- [017] demonstrated practical knowledge and experience in using the MS Office suite, MS Project and SharePoint sites;
- [018] demonstrated spoken and written fluency in English, as defined in STANAG 6001 at a minimum level of 4343.

4.3.3.2 Contractor Technical Lead

- [019] The Contractor shall designate a Technical Lead (TL) who will exercise the technical obligations of the Contractor under the Contract including:
- [020] Advice on the technical qualities and characteristics of all equipment and accessories provided under the Contract;
- [021] Support to the testing of equipment and accessories as required under section 5.4 of this SOW.
- [022] Attendance at Purchaser Technology Confirmation Point reviews when invited by the Purchaser PM as required in section 5.2.2 of this SOW.
- [023] The Contractor's Technical Lead shall have complete technical knowledge of all equipment and accessories provided under the Contract and at least 3 years of experience in the implementation of IT client equipment and accessories.
- [024] The Contractor's Technical Lead shall have knowledge and experience of QA standards (either AQAP or ISO).
- [025] The Contractor's Technical Lead shall have a demonstrated spoken and written fluency in English, at a minimum level of 4343 as defined in STANAG 6001.

The Contractor may combine the roles of Delivery Manager and Technical Lead into one person providing that the individual proposed has the qualifications and experience to undertake both roles and the projected workload can be managed by one person.

4.3.4 Quarterly Progress Meetings

- [026] The Contractor's Delivery Manager and Contractor's Technical Lead shall attend all ITM WP2 Project Progress Meetings which will be held quarterly in the Brussels or Mons area of Belgium. Attendance will be covered by a Purchase Order.
- [027] At the Project Progress Meeting the Contractor's DM or TL shall:
- [028] Respond to any technical questions raised about client equipment or accessories to be delivered under the Contract;
- [029] Report on the current schedule of deliveries according to Purchase Orders already received including dates, places and quantities of equipment to be delivered by type;
- [030] Seek clarification where needed related to any delivery currently foreseen;

[031] Advise the Purchaser PM of any difficulty or problem foreseen with deliveries already ordered or with potential future deliveries based on the overall project scope as described in section 3 above;

[032] Advise the Purchaser PM of any technical or schedule risk which the Contractor foresees in the execution of the overall ITM Project.

Time, place and venue of the Project Progress Meetings will be notified to the Contractor by the Purchaser at least 3 weeks before the event. A Quarterly Project Progress Meeting may be expected to last no longer than one day.

4.3.5 Delivery Documentation

4.3.5.1 Manifest

[033] The Contractor shall create and maintain a manifest of all deliveries ordered under the Contract including future deliveries and those already completed.

[034] The manifest shall comprise a copy of all Purchase Orders supplemented by delivery status information, delivery schedule, problem alerts (if any) and cost.

[035] The manifest shall be made available to the Purchaser via the Purchaser furnished portal or in written form by demand of the Purchaser within 5 working days.

The portal will be based on a SharePoint team collaboration template. Further details will be provided at the contract award.

4.3.6 Schedule and Planning

4.3.6.1 Delivery Schedule

[036] The Contractor shall deliver all client equipment and accessories ordered in Purchase Orders within the time frames for delivery specified in the Schedule of Supplies and Services.

4.3.6.2 Kick Off Meeting

Shortly after Contract award the Purchaser will convene a kick off meeting with the WP2 Contractor in order to ensure that the method of working together is understood by both parties. This meeting will take place in either Brussels or Mons. Attendance of Contractor Delivery Manager and Technical Lead will be subject to a Purchase Order issued for the purpose.

[037] The Contractor shall plan to participate in the Kick-off meeting within 2 weeks from the Effective Date of Contract.

4.3.6.3 Project Implementation Plan

The Purchaser will provide to the Contractor an extract from the Project Implementation Plan from WP1 as a basis for forward planning.

[038] The Contractor shall peruse the Project Implementation Plan and advise the Purchaser of any aspect of the Plan which may cause a problem in the execution of WP2.

The Project Implementation Plan should not, however, be taken as a basis for independent action by the WP2 Contractor. All requirements for deliveries under the WP2 Contract will be subject to purchase orders issued by the Purchaser.

4.3.7 Purchase Orders

The Purchaser will issue a Purchase Order for each of the sites.

Each Purchase Order will specify the types and numbers of client equipment and accessories to be procured for the site, the number of batches to be delivered to the site and an initial delivery schedule consisting of batches of client equipment and accessories for delivery with quantities and dates.

The progress of the whole ITM project execution will rely on the timely deliveries of the WP2 Contractor to the target sites according to the Purchase Orders issued under this contract.

[039] The Contractor shall size its delivery capacity for shipments to up to 7 sites in parallel with the expected maximum throughput of 10,000 devices per month.

The delivery schedule dates may be subject to change in accordance with the ILS procedures described in section 6 below. Any subsequent change to quantities or number of batches would, however, be supported by an amendment to the Purchase Order.

Purchase Orders will also be used to procure technical advice, management effort, attendance at meetings and provision of documentation according to the terms of the Contract.

5 Technical Requirements

5.1 Introduction

Technical requirements fall into the following areas:

- *Technical Expertise required to support ITM Design and Technology Confirmation Point Reviews (TCPR);*
- *Technical Documentation;*
- *Technical Support to Testing and Acceptance;*
- *Technical Requirements for Client Equipment and Accessories to be procured under the Contract;*
- *Software Licences;*
- *Change Management;*
- *Quality Assurance.*

5.2 Technical Support to ITM Design and TCPR

5.2.1 Technical Support to the ITM Design

The ITM WP1 Contractor will develop an overall solution design for the Client and Application Provisioning Service in scope of the ITM project employing the required client equipment products listed in the End User Service Product Catalogue.

[040] The WP2 Contractor shall support the Client and Application Provisioning Service design process by responding to Purchaser's technical queries about the characteristics of the offered products. Purchaser technical queries will be expressed via Purchase Orders specifying an agreed level of Contractor effort.

Any changes to the End User Service Product Catalogue which become necessary as a result of the ITM design produced under WP1 will be subject to formal Contract changes to WP2 using Request for Change (RFC) procedures as described in section 5.7. Once the ITM solution design is approved by the Purchaser, the project will enter the implementation phase when client equipment deliveries will be required to the target sites.

5.2.2 Technology Confirmation Point Reviews

Technology Confirmation Point Reviews (TCPRs) will be held twice per year during the period of performance of this Contract under the direction of the Purchaser Project Manager for the whole of ITM (all work packages) at which the currently contracted technical baseline will be examined to determine whether any changes to the Product Service Catalogue and/or prices are deemed necessary. Changes may

be proposed by the Purchaser or by any ITM Contractor but will only be enacted on the specific direction of the Purchaser. Changes to the Product Service Catalogue and/or prices will be subject to the Change Management procedures in para 5.7 of this SOW and subsequent Contract amendment as appropriate.

- [041] The WP2 Contractor shall attend TCPRs when invited by the Purchaser Project Manager according to Purchase Orders issued for the purpose.
- [042] At the TCPR the WP2 Contractor shall evaluate and comment on any changes to the Product Service Catalogue proposed by the Purchaser.
- [043] When changes to the Product Service Catalogue are directed by the Purchaser, the WP2 Contractor shall provide a Request for Change as described in para 5.7 of this SOW.
- [044] The WP2 Contractor shall track the technology roadmaps and identify potential efficiency gains for the ITM Project in terms of avoiding obsolescence, or reducing Total Cost of Ownership and bring to the TCPR any appropriate recommendation for change to the client equipment and accessories in the then current version of the End User Service Product Catalogue produced and maintained under this Contract.
- [045] The WP2 Contractor shall assess changes proposed by the Purchaser to the back end infrastructure and determine whether, as a result of such changes, consequential changes need to be made to the end user catalogue.
- [046] If changes to the end user catalogue are deemed to be necessary the WP2 Contractor shall so advise the Purchaser PM.
- [047] The WP2 Contractor shall make a presentation at each TCPR to which he is invited on the updates to client equipment and accessories which the Contractor recommends. This shall cover:
 - [048] What has changed in the market over the last 6 months?
 - [049] What benefits can be gained by changing to newer clients (e.g. work efficiency gains, reduced power, more user friendly etc.)?
 - [050] What impact would it have on the current ITM backend, including SMC (e.g. obsolete protocols or new interfaces)?
 - [051] What impact would it have on the support activities?
 - [052] What was the actual failure rate of devices delivered?

5.3 Technical Documentation

5.3.1 Technical specifications (datasheets)

- [053] The Contractor shall produce technical specifications of all equipment to be furnished under the Contract.
- [054] The technical specifications shall be provided in tabular form in Excel Workbook files, one for each type of equipment and shall state at minimum all characteristics listed in the Annex C for the given type (in its original form or as amended following the TCPR process).
- [055] The Contractor shall post all technical specifications provided to the Purchaser provided portal

5.3.2 COTS Manuals

- [056] Before any equipment is delivered the Contractor shall provide an electronic copy of all COTS manuals published to the portal in support of each type of equipment or accessory to be provided under the Contract.
- [057] Upon a change of a product model or a software upgrade the Contractor shall re-submit an updated COTS documentation package.
- [058] When COTS manuals are updated, the Contractor shall provide the relevant update for each manual delivered under the Contract.

5.3.3 Quick Start Guides

The quick start guides will be required for users receiveing new devices to enable them to connect them, power them up, engage with the operating system, maintain (e.g. keep the keyboard, screen clean) and re-charge.

- [059] The Contractor shall provide a quick start guide in hard copy for each piece of equipment delivered explaining how to handle the equipment (basic introduction to the physical characteristics of the device).

5.4 Technical Support to Testing and Acceptance

- [060] Immediately following Contract award and prior to any delivery to sites the Contractor shall provide to the Purchaser one instance of each type of client equipment and accessory to be furnished under the Contract so that testing may be carried out to ensure that all the technical requirements have been met. A Purchase Order will be issued by the Purchaser for this purpose.

[061] The Contractor shall attend testing sessions (at Mons, BEL) and provide such assistance as is necessary to demonstrate that client equipment and accessories perform according to the technical specifications included in this Contract. Attendance of the Contractor Technical Lead at testing sessions will be subject to a Purchase Order issued for the purpose.

There will be several types of test and verification activities undertaken by the Purchaser in scope of this Contract execution:

- 1) *Once the Contractor delivers one instance of each type of client equipment and accessory to the Purchaser testing lab, the Purchaser will verify that:*
 - a) *the provided samples comply with the provided technical specifications;*
 - b) *the provided certificates and compliance markings meet the Contract requirements;*
 - c) *the provided samples perform to the level defined in the Contract.*
- 2) *Once the Contractor executes delivery of a batch under a Purchase Order to a site, the Purchaser will:*
 - a) *receive it at a local warehouse;*
 - b) *verify the quantity, model, make, configuration of goods against the Purchase Order and technical datasheets;*
 - c) *perform a “power-up” test to confirm that the subject device is not “dead-on-arrival”;*
 - d) *account for the subject device by marking it uniquely and importing the Contractor-provided inventory of the shipment in the Purchaser’s asset management system;*
 - e) *gradually release the equipment and accessories arranged in bundles for installation at the user workplace;*
 - f) *test the functionality of each client equipment and accessory equipment at a user workplace as a step in user data migration.*

The Purchaser plans to delegate some of the verification tasks to one or more Contractors. The Purchaser will inform WP2 Contractor about the scope of delegated tasks at the time of issuing the Purchase Orders.

Note that the acceptance activities to be undertaken at the delivery sites are described in section 6.

As a part of the verification step the Purchaser will check if the provided equipment is certified against:

- a) *SDIP 27 appropriate level (applicable to TEMPEST equipment);*

The verification will review a written certificate issued for a device or a series of the given type of a device along by the relevant NATO member national certification authority with seals status check-up.

- b) *OS compatibility (applicable to computers only);*

The verification will review a written statement of the equipment manufacturer confirming the achievement of the compatibility qualification from the operating system provider (e.g. Windows 10 compatible qualification by Microsoft).

- c) *Benchmarking tool (applicable to computers only).*

At the time of bidding the Bidders will provide the Full Disclosure Report generated from the BAPCO SysMark and MobileMark tools.

After the Contract award the Purchaser will verify the performance of each provided sample computer in the reference environment.

- [062] In case the Purchaser verification proves that the equipment provided under this Contract does not meet the required certification the Contractor shall replace it with a certified one at no additional cost to the Purchaser.

5.5 Technical Requirements for Equipment and Accessories

5.5.1 Introduction

This section describes the technical requirements for client equipment and accessories along with the technical specifications in Annex C (section 9). It also provides additional information on the planned use of the client equipment and accessories as context to assist the Contractor in proposing a suitable portfolio of devices.

- [063] The specifications detailed in Annex C (section 9) shall be the authoritative reference point for any client equipment or accessory specification and take precedence over technical specifications outlined anywhere else within this document.

- [064] The Contractor shall deliver the client equipment and accessories that comply with the generic technology requirements in this section and the technical specifications listed in Annex C.

Any changes to Annex C as a result of decisions taken during Technology Confirmation Point Reviews (see section 5.2.2) will be by mutual consent between

the Purchaser and the Contractor and will constitute changes to the Contract subject to RFC procedures as described in section 5.7.

5.5.2 Categorisation of Equipment

Client Equipment and Accessories are broken down as follows:

- 1) *Client Equipment*
 - a) *Business Laptop*
 - b) *Workstation*
 - c) *Tablet / Two-in-one*
 - d) *Diskless Computer¹*
 - e) *Thin Client***Error! Bookmark not defined.**
 - f) *Zero-client Computer***Error! Bookmark not defined.**
- 2) *Accessory Equipment*
 - a) *Touchscreen Monitor*
 - b) *Desktop Monitor*
 - c) *Keyboard*
 - d) *Mouse*
 - e) *KVM*
 - f) *Webcam*
 - g) *Smartcard reader*
 - h) *Headset*
 - i) *USB conference kit*
 - j) *Docking station*
 - k) *Universal Power Supply Filter*
 - l) *PIV Smartcard*
 - m) *Mobile Device Protection Sleeve*
 - n) *Security anti-theft locking cable*
 - o) *Patch-cords*

¹ *Only one of the three types of Diskless Computer, Thin Client or Zero-client Computer equipments will be procured.*

5.5.3 Generic Technology Requirements

Generic technology requirements in this section apply to all client equipment and accessories.

5.5.3.1 Environmental and Green IT

[065] All devices used in the ITM environment shall be optimized for energy efficiency. The products should carry the Energy Star 5.0 qualification to confirm sufficient energy efficiency.

[066] All equipment shall meet the RoHS EU directives: 2002/95/EC, 2011/65/EU and 2015/863.

5.5.3.2 Standards

[067] All client equipment and accessories shall conform to CE and / or FCC standards.

[068] Equipment shall not emit continuous noise exceeding LpAm = 35 dBA.

[069] All primary power cables shall have a minimum length of 3 meters (plug to device).

5.5.3.3 Standardisation and Interoperability

[070] Commercial Off-The-Shelf (COTS) products shall be used for all client equipment and accessories. The only exception will be for equipment requiring modification in order to meet TEMPEST standards.

[071] The components in the Contractor’s solution that perform the same functions shall be of the same brand and model.

[072] All physical interfaces shall be based on open industry standards.

[073] Any proprietary systems shall include fully compatible open standard interfaces with the exception of the Smart Card Reader (section 9.15).

5.5.3.4 Reliability

[074] All equipment shall have a Mean Time between Failure (MTBF) that exceeds the life span articulated below:

Service component	Life expectancy
Diskless Computers / Thin Clients / Zero-client Computers	6 Years
Workstations	5 Years
Laptop/Tablet	3 Years
Software	10 Years

The Purchaser plans to replace equipment once the life span has expired.

5.5.3.5 Client Devices with enhanced security (TEMPEST)

[075] For each of the following client device equipment the Contractor shall offer variants as COTS and SDIP27 Level A, B and C-compliant devices (four variants in total):

[076] Thin Client²

[077] Zero-client Computer **Error! Bookmark not defined.**

[078] Diskless Computer **Error! Bookmark not defined.**

[079] Workstation

[080] Keyboard

[081] Mouse

[082] Headset

[083] Monitor

[084] Touchscreen Monitor

[085] Smartcard reader

[086] Webcam

5.5.3.6 Client Device Performance Measurements

[087] The Contractor shall use a standard approach to measuring overall real world compute to set a universally applicable benchmark on to systems that may vary in component architecture.

It should be noted that the key aim in benchmark scores is to ensure comparison in performance from differing manufacturing models.

Annex C uses references to benchmark solutions with minimum required result for different client equipment component using BAPCO MobileMark / SysMark 2014 ver 1.5 benchmarking tool.

5.5.3.7 Operating System Compatibility

[088] The Contractor shall ensure that devices delivered under the Contract are "Windows 10 Compatible".

[089] The Contractor shall ensure that all of the components used in the devices which interact with the operating system are listed in the Microsoft Windows Compatible Products List (<http://sysdev.microsoft.com/en->

² Only one of the three types of Diskless Computer, Thin Client or Zero-client Computer equipments will be procured.

[GB/hardware/lpl/](#)) as “Certified for Microsoft Windows 10 Client family x86 / x64”.

Should the Contractor decide to offer a device using components not listed in the above CPL, the Contractor himself will carry the risk of incompatibility of subject component with the operating system.

[090] In the event of any device failing or performing below the specified level due to lack of sufficient compatibility with the operating system the Contractor shall replace that device with another one meeting that requirement at no additional cost.

5.5.3.8 Local connectors

[091] The Contractor shall provide connection cables fit for use at each of local sites – by default: CEE 7/7 for power supply, with the exception of:

No.	Site	Power plug
1	ACT (Norfolk, USA)	NEMA 5-15
2	MARCOM (Northwood, GBR)	BS 1363 (Type G, with a fuse)

5.5.3.9 Local keyboard layouts

[092] By default the Contractor shall provide devices equipped with keyboards using US layout.

Should there be a need for an alternative keyboard layout, the Purchaser will request it in the respective Purchase Order.

[093] The Contractor shall provide devices with the requested alternative keyboard layout at no additional cost if requested.

The Purchaser will limit its requirement to alternative layouts used by the NATO member nations only.

5.6 Software Licences

[094] The Contractor shall ship the devices with the software required for them to operate along with required software licences at no additional cost.

In some cases there is a requirement for workstations, laptops and tablets to be shipped with an OEM Microsoft Windows 10 Pro 64-bit license (no media). The Purchaser will describe such a requirement in detail in the relevant Purchase Order.

5.7 Change Management

5.7.1 General

The Purchaser intends to manage changes to this Contract using the change management procedure described below.

- [095] The Contractor shall maintain a change register in the form of a SharePoint list at the Purchaser furnished portal (see section 4.3.5.1).

5.7.2 Change Management procedure

Request For Change (RFC) is a proposal for changes relevant to tasks, deliverables, technical requirements, processes, schedules or any other term of the Contract which are submitted in written form by the Contractor upon request from the Purchaser or independently when such changes are necessary in light of varied facts or circumstances which prevent the execution of the Contract in its form.

- [096] Any RFC submitted by the Contractor to the Purchaser in a format compatible with any Contractor's internal change management methodology standards or forms, shall, in any case contain as a minimum the following elements:
- [097] An RFC identification number;
- [098] A rationale for the changes being proposed;
- [099] An Illustration of any relevant impact to the performance being rendered including but not limited to those relevant to schedules, technical solutions, requirements and delivery time;
- [100] A list of Contract documents affected by the changes being proposed;
- [101] A revised copy of the Contract documents in native electronic format edited to incorporate the changes being proposed in a way that changes are immediately identifiable.
- [102] Total Firm Fixed Price of the RFC or Unit Price and illustration of cost impacts with respect to the total Contract Firm Fixed Price and the single CLINs affected;
- [103] A detailed price breakdown of all costs to identify single elements of cost contributing to the total. The cost reduction associated with the RFC (if any) shall take into account the Contractor's allowable implementation cost;
- [104] All labour costs and material quoted as part of any RFC shall be consistent with those stipulated in the Contract.
- [105] A revised version of the Contract Schedule of Supplies and Services.

The Purchaser will assess the RFC being proposed by the Contractor and, subject to its sole judgment and without recourse by the Contractor, approve or reject the RFC by the mean of written communication to be dispatched solely by the Purchaser's Contracting Authority.

[106] In case of RFC rejection, the Contractor shall proceed with the performance in accordance with the Contract.

[107] Formally approved RFCs shall be treated as interim authorization to proceed with the changes proposed strictly and limited to the scope, content and price as specified in the approved RFC.

The Purchaser shall not be liable for any cost incurred by the Contractor for performance rendered, regardless of the nature or time, associated to RFCs not formally approved by the Purchaser's Contracting Authority.

All formally approved RFCs will be incorporated in the Contract via the issuance of a formal Contract Amendment at the earliest practical time after their issuance.

[108] The production of any RFC regardless of its final approval or rejection shall be at no cost for the Purchaser.

5.8 Quality Assurance

[109] The Contractor shall establish and maintain an effective QA programme to ensure all supplies and services furnished under this Contract are provided at the level of quality specified below. The Contractor's QA programme shall comply with ISO 9001 or equivalent standard.

[110] The Contractor shall ensure that the goods meet the following level of quality:

[111] 100% of delivered types of client equipment and accessory equipment is compliant with the approved technical specifications;

[112] 100% of delivered goods are of the requested type and quantity;

[113] 99.9% of delivered goods is not defective.

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

6 INTEGRATED LOGISTICS SUPPORT

This section addresses the ILS requirements of the project. The purpose of this section is to ensure that the Contractor uses high quality logistics to deliver supplies to the Purchaser on time, at the right location, undamaged, ready to be inserted into the NATO supply chain.

6.1 Supply Support

6.1.1 Inventory

[115] The Contractor shall provide the Purchaser with an Inventory list in electronic Microsoft Excel format at least ten (10) working days before each shipment.

The Purchaser will use this data to startup the Purchaser's supply chain, asset management, and property accounting functions.

[116] The inventory shall identify items to be delivered down to the replaceable item level, i.e. listing separately each:

[117] client equipment and accessories (e.g. thin client, thick client, laptop, tablet);

[118] replaceable item inside a device (such as a memory card or battery);

[119] spare part (i.e. spare, repair part, and consumable);

[120] accessory or ancillary item.

An inventory template together with a full content description for each data element will be provided to the Contractor at Contract Award.

[121] The Contractor shall ensure that all data elements requested in the template are completed and accurate for each item.

The Purchaser will not accept a delivery without complete and accurate inventory data.

6.1.2 Codification

On the basis that a unique numbering of items is in place, NATO codification (as described in the General Provisions) is not required. In all other cases, NATO codification may be required.

[122] If requested the Contractor shall support the NATO codification process in accordance with the Allied Codification Publication 1 (ACoDP-1) and the STANAGs included in ACoDP-1.

6.1.3 Labelling and marking

- [123] Labelling and marking shall be compliant with STANAG 4281 “NATO Standard Marking for Shipment and Storage” unless specified differently in the requirements of this Contract.
- [124] The Contractor shall produce labels and label all items furnished under the Contract with the true manufacturer's name (CAGE code), part number and serial number to ensure proper and quick identification of delivered items.
- [125] All labels shall also contain a machine readable code (e.g. barcode) compliant with STANAG 4329 “Standard bar code symbologies” and in accordance with the Purchaser’s coding schema.

A coding schema will be provided by the Purchaser at Contract Award. In any case, The Purchaser reserves the right to determine at any time what will be printed on a label.

The Purchaser reserves the right to affix its own labels to any item delivered.

- [126] If instead the Purchaser provides its labels to the Contractor, the Contractor shall affix these labels on the items designated by the Purchaser.
- [127] The Contractor shall affix Purchaser provided labels at the Contractor's facility, just prior to shipment of items.
- [128] The Contractor shall allow the Purchaser to supervise the labelling, if so desired by the Purchaser.

6.2 Packaging, Handling, Storage and Transportation (PHS&T)

6.2.1 Packaging

- [129] The Contractor shall, for the purpose of packaging, handling, storage and transportation, prepare and package items in accordance with STANAG 4280 “NATO Levels of Packaging”, NATO packaging level 4.
- [130] Packaging and any packaging materials and containers (boxes, pallets, shipping containers or otherwise) required for the shipment of items shall be the responsibility of the Contractor at no extra cost to the Purchaser.
- [131] The containers in which items are transported shall, in addition to normal mercantile marking, show on a separate nameplate the name of this project, Contract number and shipping address.
- [132] Packing lists shall accompany each container, which shall as a minimum include the following:
- [133] the Purchaser’s Contract number;

- [134] the NATO project number;
- [135] name and address of the Contractor and the Purchaser;
- [136] name and address of the Carrier, Consignor and Consignee (if different from Contractor or Purchaser name and address);
- [137] final destination address and POC;
- [138] method of shipment;
- [139] for each item shipped: CLIN number as per the Schedule of Supplies and Services (SSS), line item number as per the Purchase Order, nomenclature, part number, serial number (), and quantity;
- [140] for each container: container ID number, number of packages contained, weight, and dimensions;
- [141] Two copies of the packing lists shall be fastened in a weather-proof, sealed envelope on the outside of each container, and one packing list shall be put inside each container.
- [142] In the case of hazardous/dangerous goods and goods requiring export licenses, the Contractor shall ensure that all required forms and certificates are provided and that all applicable regulations for such goods are followed.

6.2.2 Handling and storage

- [143] The Contractor shall be responsible for all handling and storage of packages and containers until the delivery is accepted by the Purchaser.
- [144] The Contractor shall organise and operate any handling equipment and storage facilities required.
- [145] The Contractor shall arrange all that is necessary to access the sites where equipment is handled or stored.

6.2.3 Transportation

- [146] The Contractor shall arrange transport of all items furnished under this Contract from its site in a NATO nation to final destination, and as indicated in Purchase Orders.
- [147] The Contractor shall provide insurance covering these shipments.
- [148] Transportation of items ordered through a Purchase Order shall be shipped according to the delivery schedule and shipment composition specified in the Purchase Order.
- [149] A delivery schedule shall consist of one or more shipments, spaced out in time, to allow the Purchaser time to process the quantities shipped.

- [150] A 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.
- [151] The Contractor shall provide the Purchaser with a Notice of Shipment at least two (2) weeks in advance of each shipment. One additional copy of the packing list shall be attached to this notice.
- [152] 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.
- [153] The Purchaser will specify all required site points of contact in the respective Purchase Order.
- [154] The Contractor shall ensure that at any time, the status of a shipment is available near real time, indicating the location of the shipment and its estimated time of arrival at final destination.

6.2.4 Delivery acceptance

All packages and containers will be inspected by the Purchaser's PoC or nominated representative at final destination to ensure that:

- a) all items requested in the Purchase Order have been accounted for;*
- b) all packages and containers specified in the packing lists have been accounted for;*
- c) no damage has occurred during transport.*

[155] The Contractor shall witness the inspection and take back any items not ordered as per Purchase Order, or not as specified in the packing list, or visually damaged, and subsequently designated by the Purchaser as not accepted.

[156] The Contractor shall provide a concise Delivery Confirmation statement within two (2) weeks after each shipment has arrived at final destination. The statement shall include:

[157] a list of items delivered;

[158] a list of items not accepted by the Purchaser and subsequently not delivered by the Contractor (when applicable);

[159] date of arrival at final destination;

[160] and a proof of delivery acceptance by the Purchaser's PoC or nominated representative at final destination (i.e. the signature of the Purchaser's PoC or nominated representative accepting the delivery).

6.2.5 Customs

[161] The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractors responsibility to take into account delays at customs.

[162] He shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Custom Forms 302.

Prior to a shipment by the Contractor, the Purchaser will upon request issue a custom form 302, which in some cases is required for the duty free import/export of goods.

[163] The Contractor shall be responsible for requesting the issue of a form 302 ten (10) working days prior to shipment.

[164] The request for a form 302 shall be accompanied by one (1) additional packing list. The request is normally processed by the Purchaser within three (3) working days. The requested 302 forms will be sent by courier.

- [165] Original 302 forms shall accompany the shipment and therefore no fax or electronic copy shall be used, nor provided to the Contractor.
- [166] If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertinent supporting documents.
- [167] Should such an event occur, the Contractor shall immediately inform the Purchaser by the fastest means available and before paying, obtain from the Customs Officer a written statement establishing that his Country refuses to accept the Form 302.

6.3 Supply chain security

- [168] The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.
- [169] The Contractor shall confirm in the inventory provided under section 6.1.1 that all products to be delivered have been checked for technical integrity and protected from malicious tampering.
- [170] The Contractor shall also identify in the inventory provided under section 6.1.1 the identity of the supplier of all equipment to be delivered and the identities of suppliers of major components thereof.
- [171] The Contractor shall ensure that all equipment and major components thereof are marked or labelled to identify the supplier as required in section 6.1.3 above.
- [172] 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.
- [173] 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.

The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the inventory or shows evidence of tampering.

- [174] The Contractor shall replace such goods at no cost to the Purchaser.

6.4 Warranty

[175] The Contractor shall warrant that all supplies furnished under this Contract conform to the requirements and are free of any defect in material, code or workmanship.

[176] The Contractor shall provide his best available offer for the warranty of all supplies delivered under this Contract. However, the minimum shall be six (6) months of standard Original Equipment Manufacturer warranty, starting from the day of acceptance of delivery at the Purchaser's facility.

[177] Copies of the Original Equipment Manufacturer's warranty conditions and warranty return instructions shall be provided to the Purchaser together with each item delivered.

[178] Shipment of failed equipment under warranty and the return of repaired or replacement items under warranty to the place of origin shall be the responsibility of the Contractor.

Defect magnetic, solid state and electronic media storage devices (e.g. CD-ROM's, DVD's, USB sticks, solid state storage drives, hard drives) will not be returned to the Contractor for warranty repair or replacement.

[179] The Contractor shall replace under warranty any such defect storage devices with new storage devices at no additional cost to the Purchaser.

In case the storage media cannot be separated from the device, the Purchaser will secure-wipe the media and return the device without the originally provided software.

7 ANNEX A: SAMPLE PURCHASE ORDER - EQUIPMENT

Contract CO-xxxxx-xxxx

ITM Work Package 2

Purchase Order No: xxxxxxxx

Delivery Location: xxxxxxxxx

Batches for delivery: Batch #1, Batch #2, Batch # xxx.

Batch #1:

Delivery date: xx xx xxxx

Delivery price: xxxx

Total Batch price: xxxxx

Delivery items, quantities and price:

<u>Item</u>	<u>Qty</u>	<u>Unit price</u>	<u>Total Price</u>
Xxxx (catalogue ref xxx)	xx	xxx	xxx
Xxxx (catalogue ref xxx)	xx	xxx	xxxx
Etc			
Total			xxxxx

Batch #2

Delivery date: xx xx xxxx

Delivery price: xxxx

Total Batch price: xxxxx

Delivery items, quantities and price:

<u>Item</u>	<u>Qty</u>	<u>Unit price</u>	<u>Total Price</u>
Xxxx (catalogue ref xxx)	xx	xxx	xxx
Xxxx (catalogue ref xxx)	xx	xxx	xxxx
Etc			
Total			xxxxx

Batch #xxx

Delivery date: xx xx xxxx

Delivery price: xxxx

Total Batch price: xxxxx

Delivery items, quantities and price:

<u>Item</u>	<u>Qty</u>	<u>Unit price</u>	<u>Total Price</u>
Xxxx (catalogue ref xxx)	xx	xxx	xxx
Xxxx (catalogue ref xxx)	xx	xxx	xxxx
Etc			
Total			xxxxx

SAMPLE PURCHASE ORDER - LABOUR

Contract CO-xxxxx-xxxx

ITM Work Package 2

Purchase Order No: xxxxxxxx

Delivery Location: xxxxxxxx

Attendance at ITM Project Progress Meeting.

Delivery Manager: One man day

Technical Lead: One man day:

Delivery date: xx xx xxxx

Delivery price: xxxx consisting of:

 Delivery Manager price xxxx

 Technical Lead price xxxx

 Travel xxxx

8 ANNEX B: CLIENT DEVICES BY SITE

8.1 Initial Authorised Scope

The initial authorised scope of the ITM WP2 is for wave 1 only and comprises an estimated scope of 10,598 client workplaces broken down as follows:

Wave 1

No.	Site	Workstation	Thin Client	Laptop or tablet
1	SHAPE (Shape, Belgium)	92	1,685	2,003
2	JFC Naples (Lago Patria, Italy)	57	1,003	750
3	ACT (Norfolk, USA)	50	876	839
4	MARCOM (Northwood, GBR)	33	543	410
5	LANDCOM (Izmir, Turkey)	39	663	360
6	Alliance Ground Surveillance AGS (Sigonella, Italy)	31	516	648
		302	5,286	5,010
			TOTAL	10,598

8.2 Potential Total Scope

The total potential scope of ITM WP2 is for 33,004 client workplaces. Subject to funding authorisation, the potential scope beyond wave 1 broken down by site is as follows:

Wave 2

No.	Site	Workstation	Thin Client	Laptop or tablet
8	JFC (Brunssum, The Netherlands)	75	1,389	660
9	AIRCOM (Ramstein, Germany)	62	1,160	620
10	JWC (Stavanger, Norway)	76	1,400	500
11	JFTC (Bydgoszcz, Poland)	37	677	487
12	JALLC (Lisbon, Portugal)	5	80	65
13	CAOC (Uedem, Germany)	11	206	104
14	CAOC (Torrejon, Spain)	11	200	75
15	DACCC (Poggio Renatico, Italy)	12	231	70

No.	Site	Work station	Thin Client	Laptop or tablet
		289	5,343	2,581
				8,213

Note: numbers include eligible NCIA clients at each site

Wave 3

No.	Site	Workstations	Thin Client	Laptop or Tablet
16	NATO HQ (Brussels)	103	1965	2304
17	NATO Signal Battalion + 3 DCMs (Wesel, Germany)	6	114	90
18	NATO Signal Battalion + 4 DCMs (Grazzanise, Italy)	7	136	107
19	NATO Signal Battalion + 1 DCM (Bydgoszcz, Poland)	4	72	58
20	Deployable CIS Module (Blandford/Stafford, GBR)	1	21	16
21	Deployable CIS Module (Haderslev, Denmark)	1	21	16
22	Deployable CIS Module (Pleso, Croatia)	1	21	16
23	Deployable CIS Module (Bucharest, Romania)	1	21	16
24	Deployable CIS Module (Gorna Malina, Bulgaria)	1	21	16
25	Deployable CIS Module (Lipnik nad Becvou, Czech Rep)	1	21	16
26	Deployable CIS Module (Ruzomberok, Slovakia)	1	21	16
27	Deployable CIS Module (Izmir, Turkey)	1	21	16
28	Deployable CIS Module (Szekesfehervar, Hungary)	1	21	16
29	Deployable CIS Module (Vilnius, Lithuania)	1	21	16
30	NSPA (Luxembourg)	2	23	1717
31	NSPA (Taranto, Italy)	0	1	43
32	NSPA (Papa, Hungary)	0	3	108
33	NSPA (Paris, France)	0	1	43
34	NCI Agency Benelux	155	889	1283
35	NCISS (Oeiras, Portugal)			
		287	3,414	5,913
				9,614

Wave 4

No.	Site	Workstations	Thin Clients	Laptop or Tablet
36	NAEW&C (Geilenkirchen, Germany)	10	190	2634
37	NAEW&C (Konya, Turkey)	2	18	25
38	NAEW&C (Trapani, Italy)	2	18	25
39	NAEW&C (Aktion, Greece)	2	18	25
40	NAEW&C (Oerland, Norway)	2	18	25
41	NSTO (Paris, France)	1	23	49
42	NSTO–CMRE (La Spezia, Italy)	4	74	207
43	NDC (Rome, Italy)	1	14	341
44	NSO (Oberammergau, Germany)	9	182	660
		33	555	3,991
				4,579

8.3 Summary Total by Wave

Wave	Quantity
Wave 1	10,598
Wave 2	8,213
Wave 3	9,614
Wave 4	4,579
Total	33,004

9 ANNEX C: TECHNICAL SPECIFICATIONS

9.1 Introduction

The following section details the minimum technical requirements for client equipment and accessories.

[180] The Contractor shall furnish client equipment and accessories which conform to the technical specifications described in the whole of section 9.

9.2 General Dimensions and weight

[181] The dimensions and weight of the equipment listed below shall not exceed the following:

Device type	Height [cm]	Width [cm]	Depth [cm]	Weight [kg]
Workstation	45	20	40	10
Diskless Computer	10	20	20	7
Thin client	30	7	25	2.2
Zero-client Computer	10	25	25	2
Business Laptop	24	34	2.4	1.8
Tablet / Two-in-One	22	30	1.5 ³	1.3 ³

9.3 Business Laptop

Item	Minimum Requirements
Performance	BAPCo MobileMark 2014, Office Productivity of 1540 BAPCo MobileMark 2014; Battery life of 480
Processor	Processing Cores: 2 or more Including: 64bit OS support (CMPXCHG16b, PrefetchW and LAHF/SAHF)
Security	Trusted Platform Module (TPM) 2.0 chip on the motherboard AES New Instructions (AES-NI), SecureKey, BIOS Guard, OS Guard or equivalent PnP and BIOS setup/boot password/system configuration protection
Power management	Support for Windows InstantGo / Connected Standby, Speed Shift Technology
Remote management	UEFI v2.3.1 or higher, Active Management Technology
Memory	8GB, expandable to 16GB
Local storage	Solid State capacity: 240 GB, performance: 450MB/sec sequential read and 250MB/sec sequential write, durability: 200TBW, supported functions: TCG Opal, IEEE-1667, FDE AES-256, HIPM+DIPM and

³ equipped as requested, including keyboard, disk, battery

Item	Minimum Requirements
	DevSleep
GPU	Performance: at least 850 @ 1024x600 in ComputeMark v2.1; Triple Display Capable (1920x1200@60Hz on each display minimum); Compatible with DirectX 12 (Feature Level 12.0) and OpenGL 4.4 ; Hardware-accelerated decoding of media using HEVC, H264, VP9; (mini)Display Port or HDMI 2.0 video output for external display; Wireless Display / Miracast support for up to 1080p30.
Screen Form Factor	13.3" to 14" diagonal size; 1920 x 1080 Full HD; 10-point multi-touch screen; Contrast 700:1; Brightness 350 nits (auto adjustable); sRGB coverage of >=70%.
Docking Station	Laptop should be able to use the docking station described below.
Keyboard	US International QWERTY keyboard, backlit
Touchpad	Touch pad with multi-touch support
NIC	1000Base-T Gigabit Ethernet (IEEE 802.3-2015) RJ45; Supports PXE
Ports	3x USB 3.x ports
Wi-Fi	IEEE 802.11 n/ac, 2x2 MU-MIMO
Mobile Data Transmission (Optional)	3GPP Release 10-compatible modem supporting: <ul style="list-style-type: none"> GSM (GPRS, EDGE) - 850/900/1800/1900 MHz, UMTS (HSPA+, DC-HSPA) - 850/900/1700/1900/2100 MHz, LTE-A (Cat. 4) - FDD Band 1-5/7/8/17/20/38
Additional Features	Integrated Webcam Integrated Microphone Array (dual microphone with noise cancellation) Bluetooth 4.x Integrated Smartcard reader (PIV compliant) TRRS 3.5mm mini-jack connector Integrated physical switch for radios (e.g., WIFI, Bluetooth)
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Case	1x Notebook sleeve
Power	2x Power adapter and cord (auto sensing 110/230V)
Power consumption	Up to 90W
Lock	Kensington lock socket

9.4 Workstation

Item	Minimum Requirements
Performance	BAPCo SysMark 2014, Office Productivity of 1700
Processor	Processing Cores: 4 or more Threads: 8 or more Including: 64bit OS support (CMPXCHG16b, PrefetchW and LAHF/SAHF)
Security	Trusted Platform Module (TPM) 2.0 (or later) chip on the motherboard AES New Instructions (AES-NI), SecureKey, BIOS Guard, OS Guard or

Item	Minimum Requirements
	equivalent PnP and BIOS setup/boot password/system configuration protection
Remote management	UEFI v2.3.1 or higher, Active Management Technology
Memory	16GB expandable to at least 64GB
Local storage	Solid State capacity: 240 GB, performance: 450MB/sec sequential read and 250MB/sec sequential write, durability: 180TBW, supported functions: TCG Opal, IEEE-1667, FDE AES-256 All drives in removable cages with a key lock
GPU	GPU compliant to DirectX 12 Feature Level 12_0/ OpenGL 4.4, Floating-point performance: 2.3 TFlops/sec for single precision Triple Display Capable (1920x1080 Full HD at 60Hz on each display) DVI and DisplayPort 1.2 / HDMI video outputs sRGB coverage of >=70% Performance of 40 in CompuBench 1.5 Face Detection
Optical drive	16x BlueRay writer with BDXL support
NIC	1000Base-T Ethernet 1000Base-SX Both with PXE support
Wireless LAN	802.11n/ac, 2x2 MU-MIMO
External bays	Case with an externally accessible bay (removable storage)
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Sound	Integrated full duplex sound card
Power supply and cords	1x Power adapter and cord (according to local requirements)
Ports	2x front and 4x back USB 3.x ports
Lock	Kensington lock socket

9.5 Tablet / two-in-ones

Item	Minimum Requirements
Performance	BAPCo MobileMark 2014, Office Productivity of 1150 BAPCo MobileMark 2014; Battery life of 480
Processor	Processing Cores: 2 or more Including: 64bit OS support (CMPXCHG16b, PrefetchW and LAHF/SAHF)
Security	Trusted Platform Module (TPM) 2.0, AES New Instructions (AES-NI) , SecureKey, BIOS Guard, OS Guard or equivalent PnP and BIOS setup/boot password/system configuration protection
Power management	Support for InstantGo / Connected Standby, Speed Shift Technology
	UEFI v2.3.1 or higher
Memory	8GB
Local storage	Solid State capacity: 240 GB, performance: 300MB/sec sequential read and 150MB/sec sequential write, durability: 100TBW, supported functions: TCG Opal, IEEE-1667, FDE AES-256
GPU	1920 x 1080 Full HD Compatible with DirectX 12 (Feature Level 12.0) and OpenGL 4.4; Hardware-accelerated decoding of media using HEVC, H264, VP9;

Item	Minimum Requirements
	(mini)Display Port and/or HDMI 2.0 video output for external display; Wireless Display / Miracast support for up to 1080p30
Screen	11" to 13" diagonal size 1920 x 1080 Full HD 10-point multi-touch screen Contrast 700:1 Brightness 350 nits (auto adjustable) sRGB coverage of >=70%
Keyboard	Fully detachable keyboard and trackpad
Battery	6 hours running time battery (web browsing at 200nits brightness using WIFI)
Ports / USB	1x free USB 3.x port minimum
Wi-Fi	802.11n/ac, 1x1 MU-MIMO
Mobile Data Transmission (Optional)	3GPP Release 10-compatible modem supporting: <ul style="list-style-type: none"> • GSM (GPRS, EDGE) - 850/900/1800/1900 MHz; • UMTS (HSPA+, DC-HSPA) - 850/900/1700/1900/2100 MHz ; • LTE-A (Cat. 4) - FDD Band 1-5/7/8/17/20/38
Privacy	Detachable Black Privacy Filter with screen attachments
Additional Features	Integrated Webcam Integrated Microphone Array (dual microphone with noise cancellation) Bluetooth v4 TRRS 3.5mm mini-jack connector Integrated Smartcard reader (PIV compliant) ⁴ Integrated physical switch for radios (e.g., WIFI, Bluetooth)
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Case	Tablet sleeve
Power and cord	2x Power adapter and cord (auto sensing 110/230V)
Docking Station or Port Replicator	Must adhere to requirements listed below.

9.6 Diskless Computer

Item	Minimum Requirements
Processor	Processing Cores: 2 or more Including: 64bit OS support (CMPXCHG16b, PrefetchW and LAHF/SAHF)
Security	Trusted Platform Module (TPM) 2.0 (or later) chip on the motherboard AES New Instructions (AES-NI) PnP and BIOS setup/boot password/system configuration protection
Remote management	UEFI v2.3.1 or higher
Memory	8GB expandable to at least 16GB

⁴ The smartcard reader may be external if it can be mounted on the device without compromising the ergonomics of using it in the tablet mode (e.g. nested in the provided cover or sleeve).

Item	Minimum Requirements
GPU, Display output	Compatible with DirectX 12 (Feature Level 12_0) and OpenGL 4.4 Dual Display Capable (1920x1200@60Hz minimum) video outputs: DisplayPort 1.2 and adapters to HDMI and DVI
NIC	1000Base-SX Supports PXE
Sound	Integrated full duplex Intel High Definition Audio-compliant plus speaker (if not integrated in monitor) with a TRRS 3.5mm mini-jack connector
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Power supply and cords	1x Power adapter and cord (auto sensing 110/230V)
Ports	2x front and 2x back USB 3.x ports
Manageability	Supported remote wake-on-LAN, monitoring, control and patching All identified components installed/integrated into the system
Lock	Kensington lock socket

9.7 Thin-client

Item	Minimum Requirements
Memory	8GB
Client capabilities	Fully supporting operations using: Microsoft RDP/RemoteFX Citrix iCA/HDX VMware Horizon View (RDP and PCoIP)
Remote management	Remote management with firmware update
Display output	Two DisplayPort 1.2 outputs Up to 1920x1200 Full HD@60Hz 32 bit colour in dual display
Security	TLS 1.1, Setup/boot password/system configuration protection
NIC	1000Base-SX through a replaceable module with ability to support 1000Base-T
Sound	Audio input and output using 3.5mm jack (TRRS)
Noise emission	Silent (fan-less)
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Power supply and cords	1x Power adapter and cord (according to local requirements)
Ports	2x USB ports available, excluding Keyboard and Mouse connection
Case	VESA Mount compatible
Manageability	Supported remote wake-on-LAN, monitoring, control and patching All identified components installed/integrated into the system
Lock	Kensington lock socket

9.8 Zero-client

Item	Minimum Requirements
Client capabilities	Fully supporting operations using PCoIP
Display output	Two DisplayPort 1.2 outputs Up to 1920x1200 Full HD@60Hz 32 bit colour in dual display

Item	Minimum Requirements
Security	Setup/boot password/system configuration protection
NIC	1000Base-SX through a replaceable module with ability to support 1000Base-T
Sound	Audio input and output using 3.5mm jack (TRRS)
Noise emission	Silent (fan-less)
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Power supply and cords	1x Power adapter and cord (according to local requirements)
Ports	2x USB ports available, excluding Keyboard and Mouse connection
Case	VESA Mount compatible
Manageability	Supported remote wake-on-LAN, monitoring, control and patching All identified components installed/integrated into the system
Lock	Kensington lock socket

9.9 Touch Screen Desktop Monitor

Item	Minimum Requirements
Size – diagonal	23" screen, thin bezel
Contrast	1000:1
Brightness	250 nits
Standards	TCO 05
Connections	Dual digital input (using DP 1.2, HDMI or DVI with adapters to the ones not present on the device) ⁵
Touch	10 Point Multi-touch
Native refresh rate	60Hz
Horizontal/vertical viewing angle	120 degrees horizontally and vertically
Native resolution	1920x1080 (Full HD minimum) sRGB coverage of >=70% HDCP
Speakers	1W integrated speakers
Tilt and Swivel	Tilt: +25deg/-5deg minimum Swivel: 180deg minimum
Appearance	Neutral colour (black, carbon, silver, gray, beige)
Power supply and cords	1x Power adapter and cord (according to local requirements)
Cabling	1x signal cable to DisplayPort (cable length 1.5m)
Lock	Kensington lock socket
Webcam	Integrated webcam with microphone Physical shutter

⁵ E.g. If the monitor has one HDMI port and one DVI port, it should come with an adapter from HDMI to DisplayPort.

9.10 Desktop Monitor

The requirements are same as for Touchscreen Desktop Monitor save for the 10-point multi-touch feature and the integrated webcam.

9.11 Keyboard

Item	Minimum Requirements
Device	US QWERTY keyboard
Compatibility	Microsoft Windows 10 Enterprise
Connectors	USB
Additional Features	Low profile keys
Cabling	Length: 1.5m

9.12 Mouse

Item	Minimum Requirements
Device	Optical/laser scroll mouse (5 button minimum)
Connectors	USB
Cabling	Length: 1.5m

9.13 KVM

Item	Minimum Requirements
Device	TEMPEST KVM (Class One) Must be listed on NIAPC as suitable for NS
Connectors	2xUSB, 1xDVI with adapters to: DSUB, DisplayPort, HDMI Ports for 2 computers
Dimensions (not to exceed)	5 cm x 20 cm x 30 cm
Cabling	Cablings for two computers and one monitor as part of 1) list.

9.14 Webcam

Item	Minimum Requirements
Device	Camera
Video	720p30 Hardware compression to H.264 with SVC
Audio	Embedded microphone with noise cancelling Frequency response: 200Hz – 7KHz Sensitivity: -25dB
Compatibility	UVC 1.5, Skype for Business
Connectors	USB (Type A)
Security	Physical screen shutter
Mounting	Monitor mounts and freestanding
Cabling	1m

9.15 Smartcard Reader

Item	Minimum Requirements
Device	Smartcard reader compatible with SafeNet SC650, PIV, PIV-I, Common Access Card types of smartcards following ISO/IEC 7816-2, ISO/IEC 7816-3, and ISO/IEC 7816-4 specifications
Dimensions (not to exceed)	7 cm x 9 cm x 1.8 cm
Connector	USB
Power	Bus

9.16 Headset

Item	Minimum Requirements
Device	Dual Headset Headphone/Microphone
Headphone Frequency Response	20 – 20000 Hz
Microphone Frequency Response	100 – 15000 Hz
Weight	200g
Type	On-the-ear
Connectors	USB
Cable Length	2m
Additional Features	Noise cancelling microphone Mute button

9.17 USB conference kit

Item	Minimum Requirements
Device	Full HD camera and audio array USB conference kit
Compatibility	Skype for Business UVC 1.5
Video	720p30 90deg Field of View Autofocus Hardware compression to H.264 with SVC
Microphone	Omni-directional microphone array Frequency response: 200Hz – 7KHz Sensitivity: -25dB
Speakers	Frequency response: 120Hz – 10KHz
Connection	USB (Type A), 6m cable
Power	Independently powered Power system voltage and Power adapter and cord according to local requirements
Additional Features	Remote control Wall mounting kit

9.18 Docking Station

Item	Minimum Requirements
Device	Docking station for business laptop (see 14.3) and tablet (14.5)
Interface to Client Device	USB 3.0 (Type A) or USB 3.1 (Type A/C) or Thunderbolt
Display Interfaces	3x Display outputs (DisplayPort 1.2 or HDMI 2.0)
Other Interfaces	1x TRRS 3.5mm mini-jack connector 1x RJ45 port 4x additional USB 3.x ports
Weight	1.5 Kg without power supply
Dimensions	30cm x 8cm x 30cm
Power	1x Power adapter and cord (according to local requirements – see 9.3.8)

9.19 Universal Power Supply Filter

Item	Minimum Requirements
Device	Universal Power Supply Filter fully compatible with equipment in this catalogue for use in ~ 110V and ~ 230V with any external COTS PSU
Power	1x Power connector and cord (according to local requirements)
Security	Electricity filtering in accordance with SDIP-27

9.20 Smartcard

Item	Minimum Requirements
Device	An ID-1 format (ISO/IEC 7810) smartcard compliant with the National Institute of Science and Technology (NIST) FIPS 201-2 (Federal Information Processing Standard 201-2) and Certified by a National CIS Security Authority of a NATO member nation for use up to and including NR.
Algorithms support	AES 128 and 256 RSA 2048 key generation SHA 256 and 384 bit hashing SHA 1 validation RSA 4096 bit Root CA ECDSA 256 and 384 ECDH 256 and 384 Drivers / middleware (Read and write to card)
Labelling	Blank, leaving possibility to print on it

9.21 Mobile Device Protection

Item	Minimum Requirements
Device	1x Nylon carrying case able to hold Business Laptop / Tablet / Two-in-one, Mouse, Card Reader, Headset, External Optical Drive and Powerbank

Item	Minimum Requirements
Security	Main compartment must be lockable
Additional Features	Optional: Backpack variant

9.22 Anti-theft cable

Item	Minimum Requirements
Device	Kensington anti-theft cable
Length	2m

9.23 Fibre optic patch-cords

Item	Minimum Requirements
Cable type	Fibre-optic, flexible Options: <ol style="list-style-type: none"> OM1 62,5/125μ OM2 50/125μ
Colour	Cables should be available at least in the following colours: <ul style="list-style-type: none"> - Gray - Orange - Red - Blue - Yellow
Length	Options: <ol style="list-style-type: none"> 2m 5m 10m
Client device-side connector	As offered with the workstation, Diskless Computer, Thin Client and Zero-client Computer
Wall outlet-side connector	Options: <ol style="list-style-type: none"> LC ST MTRJ SC

9.24 Copper patch-cords

Item	Minimum Requirements
Cable type	Copper, UTP, flexible, Cat6e
Colour	Cables should be available at least in the following colours: <ul style="list-style-type: none"> - Gray - Orange - Red

Item	Minimum Requirements
	<ul style="list-style-type: none">- Blue- Yellow
Length	Options: <ol style="list-style-type: none">1. 2m2. 5m3. 10m
Client device-side connector	As offered with the workstation, Diskless Computer, Thin Client and Zero-client Computer
Wall outlet-side connector	RJ45

10 ANNEX D: Terminology and Definitions

10.1 Introduction

10.1.1 Terminology

Terminology used to describe equipment and documents elsewhere in this SOW is expanded in this section to provide additional descriptive information in the form of definitions. These definitions are provided only for the sake of clarity and do not represent requirements over and above those included in other sections of the SOW.

10.1.2 Definitions

Term	Definition
Device	Any Client Equipment and Accessory Equipment.
Desktop Computer	Dedicated Computer stand-alone equipped with standard set of features including operating systems, a GUI, inputs and outputs capabilities for peripheral (e.g. display, keyboard, mouse), a standard office environment, and additional basic features (e.g. anti-virus protection).
Workstation	Special class of Desktop Computer typically for Users requiring leading-edge performance. <ul style="list-style-type: none"> Note: Workstation can support the broadest range peripheral media devices ranging from Optical drives to specialist GPUs and or accessories requiring specific on board device drivers, i.e., special display screen and direct connection to other Operational Technology (OT).
Busines Laptop Computer	A portable computer that combines the components and capabilities of a desktop computer, including the display screen, speakers, a keyboard, and pointing devices.
Tablet	Fully detachable touchscreen display Laptop Computer. <ul style="list-style-type: none"> Note: Laptop Computer with fully detachable touchscreen displays shall be regarded as TWO-IN-ONE computers and must adhere to the relevant requirements.
Two-in-One (Computer)	See Tablet
Thin Client	Lightweight computer purposely built for remoting into a server. (typically a virtual desktop resource) for lower cost, longer life, better manageability and security, and less power consumption. Thin client software consists of a GUI and streaming capabilities for multi-protocol client-server communication (e.g. RDP, ICA, PCoIP), it contains an embedded operating system. <ul style="list-style-type: none"> Note : All applications are stored and executed remotely and all data are stored remotely.
Zero-client Computer	Thin Client purposely made of a lowest lightweight firmware that merely initializes network communication into a server through a basic

Term	Definition
	GUI using PCoIP protocol. Thin client software consists of a GUI and streaming capabilities. The operating system is streamed from the server. <ul style="list-style-type: none"> • Note: All applications are stored remotely, are executed remotely and all data are stored remotely.
Diskless Computer	Desktop Computer that provides no local hard disk storage. <ul style="list-style-type: none"> • Note: All applications are stored remotely but can be executed locally, and all data are stored remotely.
End User Service Product Catalogue	A document which lists all the client equipment and accessories to be provided under the Contract with associated technical description and unit price. The Purchaser will place orders for client equipment and accessories using Purchase Orders.
Manifest	A document which records all deliveries ordered under the Contract including future deliveries and those already completed. The manifest references Purchase Orders and includes status, schedule and cost information. The manifest is maintained by the Contractor on the Purchaser portal or may be provided in hard copy on request.
Inventory	A document which records details of a particular delivery ordered under the Contract and accompanies the batch of equipment and accessories to the physical location of delivery.