



## Acquisition

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NCIA/ACQ/2016/842  
24 February 2016

To: See Distribution List

From: The General Manager, NCI Agency

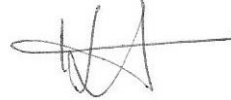
Subject: Request for Quotation RFQ-CO-14109-PMIC for the Procurement of 5<sup>th</sup> and 6<sup>th</sup> Stage Hardware for the Bi-SC AIS Program Management and Integration Capability (PMIC)

1. Your firm is hereby invited, in accordance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, to participate in a BOA competition for the provision of Computer and Networking Equipment for the Bi-SC AIS PMIC Integrated Test Bed at NCI Agency, The Hague, Netherlands.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 12:00 HOURS (BRUSSELS TIME) ON 24 March 2016.**
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedules, Terms and Conditions of the Contract, as well as the Statement of Work. The Statement of Work and System Requirements Specifications set forth detailed specifications governing the performance requirements of the contract.
4. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
5. You are requested to complete and return the enclosed acknowledgement of receipt within 7 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
6. This Request for Quotation remains the property of the NATO Communication and Information Agency (NCI Agency) and shall be protected in accordance with the applicable national security regulations.
7. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The NCI Agency Point of Contact for this procurement is Ms. Ijeoma Ezeonwuka, who can be reached via e-mail at: [ijeoma.ezeonwuka@ncia.nato.int](mailto:ijeoma.ezeonwuka@ncia.nato.int).



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and Information Agency  
Agence OTAN d'information  
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Avenue du Bourget 140  
1140 Brussels, Belgium  
[www.ncia.nato.int](http://www.ncia.nato.int)

FOR THE GENERAL MANAGER:



Ijeoma Ezeonwuka  
Contracting Officer

RFQ-CO-14109-PMIC

Date:

**Subject:     ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION**

We hereby advise that we have received Request for Quotation RFQ-CO-14109-PMIC on  
....., together with all the enclosures.

**CHECK ONE**

- As of this date and without commitment on our part we **do intend** to submit a bid.
- We **do not intend** to submit a bid (please find in return the RFQ documents/or Certificate of destruction).

Signature     .....  
 Company     .....  
 Address:     .....

POC:     .....  
 Tel.:     .....  
 E-mail:     .....

**Distribution List**

**Prospective Bidders**

**NATO Delegations and Embassies**

**NCI Agency – All NATEXs**

**NATO HQ**

**NATO Office of Resources**

Management and Implementation Branch

*Attn: Deputy Branch Chief*

**SACTREPEUR**

Attn: Investment Assistant

**NCI Agency –Internal Distribution**

**Director of Acquisition**

**ACQ/Chief of Contracts:** (L.T. Herway)

**ACQ/Contracting Officer:** (Ijeoma Ezeonwuka)

**ACQ/Principal Contracting Officer:** (William Maley)

**CAB/RCAB Secretary** (Marie-Louise Le Bourlot)

**Bi-SC AIS Programme Manager** (Sherri Aker)

**Project Manager** (Hakan Koksai)

**DOP/ILS** (Andreas Hutzenlaub)

**ACQ/NLO**

**Financial Controller**

**Legal Office**

**Security Officer**

**REGISTRY**

**INVITATION FOR BID**

**RFQ-CO-14109-PMIC**

**Provision of Computer and Networking equipment to host the Bi-SC  
AIS Program Management and Integration Capability (PMIC)  
Integrated Test Bed at NCIA, The Hague/Netherlands**

**Authorisation/Serial No.:**

**AC/4-DS(2015)0014**

**AC/4-DS(2015)0023**

**Project No.:**

**2014/OIS03096**





**RFQ-CO-14109-PMIC**

**PROVISION OF COMPUTER AND NETWORKING  
EQUIPMENT TO HOST THE BI-SC AIS PROGRAM  
MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)  
INTEGRATED TEST BED AT NCIA, THE  
HAGUE/NETHERLANDS**

**BOOK I**

**BIDDING INSTRUCTIONS**

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# 1 SECTION I - INTRODUCTION

- 1.1 The purpose of this RFQ is to establish a contract for the provision of computer and networking equipment to host the Bi-SC AIS Program Management and Integration Capability (PMIC) Integrated Test Bed at NCIA, The Hague/Netherlands. This is a Requirements Contract for supplies for COTS software, workstations, servers, and ancillary equipment as per the Schedule of Supplies and Services. The Contractor shall provide the items specified in the technical specifications document (Book II Part IV and Part IV Annex-A) in the manner, and at the times and place, stated in the Contract.
- 1.2 The prospective contract performance requirements are set forth in the Prospective Contract Statement of Work (SOW) (Book II Section III) and in the Contract Schedule of Supplies and Services (Book II Section I).
- 1.3 This Request for Quotation is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreement set forth in the NATO document AC/4 D(2002)002 (2002 Edition). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations to the project as per paragraph 2.1.6 of Book I Section II which have established a Basic Ordering Agreement (BOA) with the NCI Agency in force at the time of the issuance of this Request for Quotation.
- 1.4 The security of this Invitation for Bid is "NATO UNCLASSIFIED".
- 1.5 This Request for Quotation will not be the subject of a public bid opening.
- 1.6 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest compliant Bidder.
- 1.7 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.8 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Book I Section II entitled "Requests for RFQ Clarifications".
- 1.9 The target date for contract award is May 2016.

## 2 SECTION II - GENERAL BIDDING INFORMATION

### 2.1 DEFINITIONS

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Basic Ordering Agreement" (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 The term "Participating Country" as used herein means one of the 28 contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

### 2.2 ELIGIBILITY

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

- 2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

### 2.3 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 12.00 hours (Brussels Time) on 24 March 2016** at which time and date bidding shall be closed.

- 2.3.2 Bids shall be delivered to the following address:

NCI Agency  
Acquisition Directorate  
Boulevard Leopold III  
Bâtiment Z  
1110 Brussels, Belgium  
Attention: Ms. Ijeoma Ezeonwuka  
Tel: +32 2 707 8104  
Email: [Ijeoma.Ezeonwuka@ncia.nato.int](mailto:Ijeoma.Ezeonwuka@ncia.nato.int)

- 2.3.3 **Bids forwarded by electronic means, including but not limited to email, are not permitted and will not be considered.** Bidders shall note that electronic (CD ROM) copies of their bid are required to be submitted with their "hard copy" as further detailed in Book I – Section III paragraph 3.1.4.
- 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 RFQ 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 0900 hrs – 1600 hrs Brussels, Belgium Time during the normal NATO working days.

## 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted in writing via e-mail to the point of contact specified in paragraph 2.5 and shall arrive not later than ten (10) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

## 2.5 PURCHASER POINT OF CONTACT

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

NCI Agency  
Acquisition Directorate  
Boulevard Leopold III  
Batiment Z  
1110 Brussels, Belgium  
Attention: Ms. Ijeoma Ezeonwuka  
Tel: +32 2 707 8104  
E-mail: [ijeoma.Ezeonwuka@ncia.nato.int](mailto:ijeoma.Ezeonwuka@ncia.nato.int)

## 2.6 REQUESTS FOR RFQ CLARIFICATIONS

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

2.6.2 All questions and requests for clarification must be submitted in writing via e-mail. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.5 and shall arrive not later than

ten (10) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendments to the language of the RFQ included in the answers shall be incorporated by the Bidder in his offer.

## **2.7 REQUESTS FOR WAIVERS AND DEVIATIONS**

- 2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

## **2.8 AMENDMENT OF THE REQUEST FOR QUOTATION**

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt (Annex C-2) which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph 2.6 or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

**2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.
- 2.9.4 Except as provided in paragraph 2.10.4 (b) below, a Bidder may withdraw his bid after Bid Opening only by forfeiture of the Bid Guarantee.

**2.10 BID VALIDITY**

- 2.10.1 Bidders shall be bound by the term of their bids for a period of 3 months starting from the Bid Closing Date specified at paragraph 2.3.1.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

(a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or

(b) refuse this extension of time and withdraw the bid without penalty.

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

## **2.11 BID GUARANTEE**

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

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

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

## **2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

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

### 3 SECTION III - BID PREPARATION INSTRUCTIONS

#### 3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ as well as the ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.
- 3.1.3 The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 Bidders shall prepare their bid in 3 parts in the following quantities:
- |                                    |   |
|------------------------------------|---|
| (a) Bid Administrative (Part I)    | Paper: 1 signed Original of each required certification   |
| (b) Price Quotation (Part II):     | Paper: 1 Original and 1 Copy<br>Electronic: 2 CD ROM Copies<br>(MS Excel version 2007 or later) |
| (c) Technical Proposal (Part III): | Paper: 1 Original and 1 Copy<br>Electronic: 2 CD ROM Copies                                     |
- 3.1.5 Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.6 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.1.7 Where no specific format is mandated, electronic bid documentation, detailed at 3.1.4 above, shall be delivered in PDF format without limitations of printing or "copy & paste". The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

#### 3.2 BID ADMINISTRATION (PART I)

- 3.2.1 In this Part, the following certification shall be provided by completing the certificates set forth in Annex C. Specifically:
- |         |  |
|---------|--|
| (a) C-1 | Certificate of Legal Name of Bidder                          |
| (b) C-2 | Acknowledgement of Receipt of RFQ Amendments (if applicable) |
| (c) C-3 | Certificate of Independent Determination                     |
| (d) C-4 | Certificate of Bid Validity                                  |

- (e) C-5 Certificate of Understanding
- (f) C-6 Certificate of Exclusion of Taxes, Duties and Charges
- (g) C-7 Comprehension and Acceptance of Special Contract Provisions and general BOA Provisions
- (h) C-8 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- (i) C-9 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- (j) C-10 List of Prospective Sub-Contractors/Consortium Members

### **3.3 PRICE QUOTATION (PART II)**

- 3.3.1 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with RFQ Book I, Section III and Annexes A and B thereto. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.
- 3.3.2 This envelope must contain the following documentation and media:
  - 3.3.2.1 One (1) printed original of Book I Annex A;
  - 3.3.2.2 Two (2) CD-ROMs containing an electronic version in Ms Excel of the Bidding Sheets as per Book I Annex A.
- 3.3.3 Bidders shall prepare their Price Quotation by completing the yellow highlighted section of the Bidding Sheets referred in paragraph 3.3.2 above, in accordance with the instructions specified in Annex B.
- 3.3.4 The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each line item and sub-item shall be shown.
- 3.3.5 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW and System Requirements Specification (SRS).
- 3.3.6 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.
- 3.3.7 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. Partial Bids will not be considered.
- 3.3.8 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.

- 3.3.9 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- a. The currency is of a "participating country" in the project, and
  - b. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.3.10 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.3.11 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.
- 3.3.12 Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services.
- Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-6.
- 3.3.13 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.3.14 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.

- 3.3.15 When completing the Bidding Sheets, a price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.16 The Bidder shall furnish firm fixed price quotations, for all proposed items provided for in this RFQ with any and all appropriate additions. Bidders shall as a minimum, quote against the appropriate CLIN in the quantity specified but may also include prices against sub-CLIN's for further breakdown as applicable with the designated quantity.
- 3.3.17 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.
- 3.3.18 Price quotations exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

#### **3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART III)**

##### **General:**

- 3.4.1 Bidders shall submit their Technical Proposal in one bound volume containing all equipment specifications in compliance with the technical specification addressed in the SRS and in the SOW.
- 3.4.2 The Bidder shall provide a specifications sheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SRS.
- 3.4.3 The Bidder shall indicate for each hardware equipment item identified in SOW paragraph 5 whether the proposed item meets or exceeds the minimum requirements stated in the SRS.
- 3.4.4 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be

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

- 3.4.5 Should any of the equipment listed in the Schedule of Supplies and Services (SSS) be no longer available (e.g. end-of-life (EOL), end-of sale (EOS)), the Bidder may offer a replacement product by the same manufacturer with the same or exceeding specifications. Only in this case the Bidder may change the respective CLIN in the SSS with a clear indication as to the reason for such a change in the "Remarks" column, as well as his Technical Proposal. The Bidder shall also provide a statement that the replacement item meets/ exceeds the specification of the original item and is fully compliant with the RFQ requirement. The Bidder shall provide equipment specifications with comprehensive details of the items offered.
- 3.4.6 The Bidder shall provide details of the warranty provision.
- 3.4.7 The Contractor shall provide the manufacturer's warranty for all material provided under this Contract.
- 3.4.8 All the equipment shall have a 1-year warranty term.

### **3.5 PACKAGING AND MARKING OF BIDS**

- 3.5.1 All copies of the Price Quotation and the Technical Proposal shall be segregated and enclosed in separate outer envelopes or packages marked as follows:
- (a) The name and address of the Bidder;
  - (b) The words "Sealed Offer – SEALED OFFER PMIC EQUIPMENT";
  - (c) The designated RFQ number: "RFQ-CO-14109-PMIC" followed by the designation "Technical Proposal" or "Price Quotation" as appropriate.
- 3.5.2 The separate envelopes or packages shall be placed in an outer container or containers suitable for mailing and shipping and marked with the Purchaser's address. The following legend shall be prominently printed on the top and sides of each container:
- "SEALED BID: RFQ-CO-14109-PMIC. NOTIFY MS. IJEOMA EZEONWUKA (ACQUISITION X8104) UPON RECEIPT!"

## 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 RFQ.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the bid to be deemed non-compliant.
- 4.1.6 The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2002)002-FINAL.
- 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 II - Price, Part III - Technical.
- 4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the **lowest priced bid** and in compliance with the requirements of this RFQ.

**4.2 ADMINISTRATIVE CRITERIA**

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

These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time,
- (b) The Bid was packaged and marked properly,
- (c) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto.

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

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

**4.3 PRICE CRITERIA**

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

4.3.1.1 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 B hereto), in particular:

- a. 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.
- b. The Bidder has furnished Firm Fixed Unit Prices for all items listed.
- c. All pricing data, i.e., unit prices, has been provided as reflected in the Bidding Sheets.
- d. All prices have been accurately entered into appropriate columns and the grand total shall be accurate.

- e. The Bidder has provided accurate unit price, for each line item and sub-item (if any).
  - f. The currency of all line items has been clearly indicated. Individual CLIN may not be expressed in multiple currencies.
  - g. 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 3.3.4 are met.
  - h. 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.
  - i. Price quotes for each individual item(s) are, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
  - j. Total Lowest DDP Destination, Firm Fixed Price offered for all elements of the Bidding Sheets (CLINs 1 through 4).
- 4.3.1.2 Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 4.3.1.3 The Price Quotation meets requirements for price realism as described below in paragraph 4.5.
- 4.3.1.4 Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.
- 4.3.2 Basis of Price Comparison**
- 4.3.2.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.3.2.2 The sum of the Total Firm Fixed Prices offered for CLINs 1 through 4 shall be compared on the basis of the prices offered converted to Euro as stated in paragraph 4.3.2.1.

#### 4.4 INCONSISTENCIES AND DISCREPANCIES IN BID PRICE QUOTATION

4.4.1 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:

##### a. Hard Copies Submission

- i. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder.
- ii. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s).

##### b. Electronic Submission

- i. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder.
- ii. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s).

#### 4.5 PRICE REALISM

4.5.1 An otherwise successful Bidder 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.

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

- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- c. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- c. The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.5.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.5.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.5.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.5.3(c) above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.

4.5.6 If the Bidder presents a convincing rationale pursuant to paragraph 4.5.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

**4.6 TECHNICAL CRITERIA**

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

**4.6.2 Equipment Specifications**

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

**5 ANNEX A – BIDDING SHEETS**

*See separate Annex A Excel file*

## 6 ANNEX B – INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

### 1. Introduction:

- a. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.
- b. Bidders are required to utilise the Bidding Sheets following the instructions detailed in this Book I Section III Paragraph 3.3 and hereunder to prepare their Price Quotation.

### 2. General Requirements:

- a. The total price shall be indicated in the appropriate columns and in the currency quoted.
- b. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-Items total the price of the major item of which they constitute part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices.

### 3. Filling the CLIN Summary:

- a. This sheet contains detailed schedules showing the Contract Line Items (CLINs) included within the scope of the contract.
- b. The Bidder shall insert information in all yellow cells of the Bidding Sheets.
- c. The total evaluated price shall be the price of the basic contract (i.e. CLINs 1 through 4).
- d. Prices shall be INCOTERM 2010 DDP at the destination specified in the schedule for each CLIN, unless otherwise specified.
- e. Bidders shall provide prices for all the products specified in the schedule.
- f. Bidders shall complete the list of products with the manufacturer information and model numbers of the proposed items.
- g. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

### 4. Filling in Factor

- a. This sheet contains a list of factors.

- b. The Bidder shall insert information in all yellow cells of the Bidding Sheets for each of the factors used in the build-up of the total unit prices. If any additional factors are used, the Bidder shall insert those factors under "Other Factors" as necessary.

**7 ANNEX C - CERTIFICATES**

ANNEX C-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 \_\_\_\_\_

BOA NO: \_\_\_\_\_

POINT OF CONTACT:  
REGARDING THIS BID: NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:  
NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

ANNEX C-2

**ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS (if applicable)**

I confirm that the following Amendments to Request for Quotation No. RFQ-CO-14109-PMIC have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

ANNEX C-3

**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Bidder shall certify that in connection with this procurement:
  - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
  - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
  - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
  
2. Each person signing this Bid shall also certify that:
  - a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
  - b. (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he 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 has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

ANNEX C-4

**CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of three (3) months from the Bid Closing Date of this Request for Quotation.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

ANNEX C-5

**CERTIFICATE OF UNDERSTANDING**

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

ANNEX C-6

**CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

ANNEX C-7

**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS  
AND GENERAL BOA PROVISIONS**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

ANNEX C-8

**DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF SUPPLEMENTAL AGREEMENTS**

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

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

2. These supplemental agreements are listed as follows:

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

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX C-9**

**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, he will perform the contract subject to the following conditions:

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be 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 C-10

**LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS**

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

CO-14109-PMIC-5th and 6th Stage HW/SW										
CLIN Summary										
PMIC - 5th and 6th Stage HW/SW			Destination:		NCI Agency, The Hague, Netherlands					
CLIN	Description	SOW Reference	Manufacturer	Model	Delivery Date	Quantity	Currency	Unit Price	Total Price	Remarks (if applicable)
<b>1</b>	<b>Hardware Items</b>									
<b>1.1</b>	<b>Cables</b>									
1.1.1	15 m High Speed HDMI® Cable – Ultra HD 4k x 2k HDMI Cable – HDMI to HDMI M/M	Para. 5.2.2.1			4 WAEDC	5			0.00	
1.1.2	3m High Speed HDMI® Cable – Ultra HD 4k x 2k HDMI Cable – HDMI to HDMI M/M	Para. 5.2.2.2			4 WAEDC	5			0.00	
1.1.3	10 ft HDMI® to DVI-D Cable – M/M	Para. 5.2.2.3			4 WAEDC	20			0.00	
1.1.4	15m Coax High Resolution Monitor VGA Cable – HD15 M/M	Para. 5.2.2.4			4 WAEDC	5			0.00	
1.1.5	3m HDMI to Display Port cable	Para. 5.2.2.5			4 WAEDC	5			0.00	
1.1.6	Blue Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 0,5 m Patch Cord	Para. 5.2.2.6			4 WAEDC	50			0.00	
1.1.7	2m Purple Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 2 m Patch Cord	Para. 5.2.2.7			4 WAEDC	50			0.00	
1.1.8	5m Red Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 5 m Patch Cord	Para. 5.2.2.8			4 WAEDC	50			0.00	
1.1.9	10m Blue Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 10 m Patch Cord	Para. 5.2.2.9			4 WAEDC	50			0.00	
1.1.10	15m Cat 6 White Molded RJ45 UTP Gigabit Cat6 Patch Cable – 15 m Patch Cord	Para. 5.2.2.10			4 WAEDC	50			0.00	
1.1.11	75 ft Orange Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 75ft Patch Cord	Para. 5.2.2.11			4 WAEDC	25			0.00	
1.1.12	1 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable	Para. 5.2.2.12			4 WAEDC	50			0.00	
1.1.13	7 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable	Para. 5.2.2.13			4 WAEDC	50			0.00	
1.1.14	3 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable	Para. 5.2.2.14			4 WAEDC	50			0.00	
1.1.15	14 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable	Para. 5.2.2.15			4 WAEDC	25			0.00	
<b>1.2</b>	<b>Converters</b>									
1.2.1	DisplayPort® to HDMI® Video Adapter Converter – M/F	Para. 5.2.3.1			4 WAEDC	40			0.00	
1.2.2	HDMI® to DVI-D Video Cable Adapter – F/M	Para. 5.2.3.2			4 WAEDC	40			0.00	
1.2.3	DisplayPort™ 1.2 to VGA Adapter Converter – DP to VGA – 1920x1200	Para. 5.2.3.3			4 WAEDC	5			0.00	
1.2.4	High Speed HDMI® - HDMI to HDMI Mini Adapter – M/F	Para. 5.2.3.4			4 WAEDC	5			0.00	
1.2.5	Component / VGA Video and Audio to HDMI® Converter – PC to HDMI – 1920x1200	Para. 5.2.3.5			4 WAEDC	5			0.00	
1.2.6	HDMI® to VGA Video Adapter Converter with Audio – HD to VGA Monitor 1080p	Para. 5.2.3.6			4 WAEDC	5			0.00	
1.2.7	Mini DisplayPort™ to VGA / DVI / HDMI® Adapter – All-in-One mDP Converter For MacBook® – White	Para. 5.2.3.7			4 WAEDC	10			0.00	
<b>1.3</b>	<b>Storage Elements</b>									

1.3.1	Synology High-Availability 12-Bay (NAS) Rack Station (RS18016xs+)	Para 5.2.4.1			4 WAEDC	3			0.00
1.3.2	Intel SSDSC2BB016T6 DC S3510 1.6TB 2.5IN OEM PACK	Para 5.2.4.2			4 WAEDC	9			0.00
1.3.3	Seagate ST6000NM0004 4KN 6 TB 3.5" Internal Hard Drive - SATA 6Gb/s - 7200 rpm - 128 MB Buffer - Hot Pluggable Bare Drive (SeagateST6000NM0004 )	Para 5.2.4.3			4 WAEDC	45			0.00
1.3.4	SFP-10G-SR=	Para 5.2.4.4			4 WAEDC	30			0.00
1.3.5	HP 600GB 15K LFF M6612 Drive HP PN: 583718-001	Para 5.2.4.5			4 WAEDC	20			0.00
<b>1.4</b>	<b>Adapters / Small Items</b>								
1.4.1	8 Port High Speed HDMI® Video Splitter w/ Audio – Rack Mountable	Para 5.2.5.1			4 WAEDC	5			0.00
1.4.2	4 Port DVI Video Splitter with Audio	Para 5.2.5.2			4 WAEDC	5			0.00
1.4.3	5 ft Black Desktop SuperSpeed USB 3.0 Extension Cable – A to A M/F	Para 5.2.5.3			4 WAEDC	5			0.00
1.4.4	4 Port USB DVI KVM Switch with DDM Fast Switching Technology and Cables	Para 5.2.5.4			4 WAEDC	2			0.00
1.4.5	15 ft DVI-D Dual Link Cable – M/M	Para 5.2.5.5			4 WAEDC	2			0.00
1.4.6	15 ft USB 2.0 A to B Cable – M/M	Para 5.2.5.6			4 WAEDC	2			0.00
1.4.7	4 Port Dual DVI USB KVM Switch with Audio & USB 2.0 Hub	Para 5.2.5.7			4 WAEDC	2			0.00
1.4.8	HP FlexFabric 20Gb 2-port 650FLB Adapter 700763-B21	Para 5.2.5.8			4 WAEDC	26			0.00
1.4.9	HP Virtual Connect Flex-10/10D Module 638526-B21	Para 5.2.5.9			4 WAEDC	4			0.00
1.4.10	Oem Presenter with Laser Pointer and Powerpoint Presentation Remote Control Clicker (O-PRC-0130)	Para 5.2.5.10			4 WAEDC	5			0.00
1.4.11	Consumer Electronic Products Logitech Cordless Desktop MX 5500 Revolution Bluetooth Mouse and Keyboard Supply Store	Para 5.2.5.11			4 WAEDC	5			0.00
1.4.12	8GB (2X4GB) DDR2 667MHz PC2-5300 MEMORY FBDIMM for HP ProLiant DL360 DL380 ML370 G5 pn 491503-061	Para 5.2.5.12			4 WAEDC	5			0.00
1.4.13	16GB (1x16GB) Registered DDR3 PC3-12800 dual rank memory kit	Para 5.2.5.13			4 WAEDC	24			0.00
1.4.14	Small toolkit (Makita LXT218 18-Volt LXT Combo)	Para 5.2.5.14			4 WAEDC	2			0.00
1.4.15	Tool Box (Apollo Precision Tools DT0204 71 Tool Kit)	Para 5.2.5.15			4 WAEDC	2			0.00
1.4.16	Dell 24 Inch Monitor P2414H Full HD 1920x1080	Para 5.2.5.16			4 WAEDC	20			0.00
1.4.17	128GB USB 3.0 Data Traveller IG4	Para 5.2.5.17			4 WAEDC	5			0.00
1.4.18	2TB Portable External USB 3.0 Hard Drive with Auto Backup	Para 5.2.5.18			4 WAEDC	5			0.00
								<b>CLIN 1 Total</b>	
<b>2</b>	<b>Software Licenses Maintenance / Renewals</b>								
2.1	MSDN Visual Studio Premium Subscription Upgrade	Para 5.3.1.1			4 WAEDC	1			0.00
2.2	Kiwi Syslog server - Commercial Edition	Para 5.3.1.2			4 WAEDC	5			0.00
								<b>CLIN 2 Total</b>	
<b>3</b>	<b>Hardware Warranty for CLIN 1 - One year</b>	Para 5.2			FSA	1			0.00
								<b>CLIN 3 Total</b>	
<b>4</b>	<b>Software Maintenance for CLIN 2 - One year</b>	Para 5.3			FSA	1			0.00
								<b>CLIN 4 Total</b>	
								<b>Grand Total Contract Price (FFP) (CLINS 1-4)</b>	

<b>Factors</b>		
1	Material Overhead (MO)	
2	General & Administrative (G&A)	
3	Profit	
4	Other Factors	

## **RFQ-CO-14109-PMIC**

**PROVISION OF COMPUTER AND NETWORKING  
EQUIPMENT TO HOST THE BI-SC AIS PROGRAM  
MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)  
INTEGRATED TEST BED AT NCI AGENCY, THE  
HAGUE/NETHERLANDS**

### **BOOK II**

#### **THE PROSPECTIVE CONTRACT**

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<b>NCI AGENCY PURCHASE ORDER</b>	
<b>1. Original Number ___ of</b>	<b>2. PO No.:</b>
<b>3. Contract Number: CO-14109-PMIC</b>	<b>4. Effective date: Same as Block 17</b>
<b>5. Contractor:</b>	<b>6. Purchaser: NCIO represented by:</b> The General Manager NCI Agency Avenue du Bourget 140 B-1110 Bruxelles Tel: +32(0)2 707 8104
<b>7. CONTRACT SCOPE:</b> This is a firm fixed price contract for the procurement of computer and networking equipment for the PMIC Integrated Test Bed at NCI Agency, The Hague. The contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in the terms of this Contract and the Statement of Work.	
<b>8. TOTAL AMOUNT OF CONTRACT:</b> Currency (excluding VAT) DDP Destination (Incoterms) FFP	
<b>9. PERIOD OF PERFORMANCE</b> As stated in Schedule of Supplies and Services	<b>10. DELIVERY SITE</b> NCI Agency, The Hague, Netherlands
<b>11. CONTRACT</b>  The Contractor agrees to furnish all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration states herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Contractor's Basic Ordering Agreement No. XXX currently in effect with the Purchaser, and Special Contract Conditions attached to this Purchase Order.	
<b>12. Signature of Contractor</b>	<b>13. Signature of Purchaser</b>
<b>14. Name and Title of Signer</b>	<b>15. Name and Title of Signer</b>
<b>16. Date signed by the Contractor</b>	<b>17. Date signed by the Purchaser</b>

**PART I – SCHEDULE OF SUPPLIES AND SERVICES (SSS)**

***The Bidding Sheets submitted by the Successful Bidder shall be incorporated as the Schedule of Supplies and Services Set in This Part I***

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

- 1.1 For the purpose of this contract and unless otherwise explicitly indicated, the following definitions shall apply:
- 1.2 **Acceptance:** The act of an authorized representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Works rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance.
- 1.3 **Basic Ordering Agreement (BOA):** Means the separate agreement the Contractor holds with the NCI Agency under the auspices of the NCI Agency BOA Program.
- 1.4 **Contracting Authority:** The General Manager of the NCI Agency, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 1.5 **Contractor:** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 1.6 **NCIO General Provisions:** Means the General Provisions contained in the Contractor's BOA.
- 1.7 **Purchaser:** NCI Agency, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties.

**ARTICLE 2 ORDER OF PRECEDENCE**

- 2.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Part I - The Schedule of Supplies and Services
  - b. Part II - The Special Contract Provisions
  - c. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11 of the Contract signature page
  - d. Part IV – The Statement of Work and its Annexes
  - e. The Contractor's proposal (Technical Proposal and Price Quotation) in response to RFQ-CO-14109-PMIC dated \_\_\_\_\_ and any clarifications thereto, incorporated herein by reference.

**ARTICLE 3 SCOPE OF WORK**

- 3.1 The purpose of this RFQ is to establish a contract for the provision of computer and networking equipment to host the Bi-SC AIS PMIC (Program Management and Integration Capability) Integrated Test Bed at NCI AGENCY, The Hague/Netherlands. This is a Requirements Contract for supplies for COTS software, workstations, servers, and ancillary equipment as per the Schedule of Supplies and Services.
- 3.2 The Contractor shall provide all material, equipment, transportation and supervision necessary for the provision of the equipment listed in the Contract Schedule of Supplies and Services in accordance with the specification set in the System Requirement Specifications document, the Statement of Work and with the terms set forth in the present contract.
- 3.3 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

**ARTICLE 4 CONTRACT TYPE**

- 4.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 4.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 4.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 4.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2000).

**ARTICLE 5 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 5.1 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.
- 5.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

- 5.3 The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
  - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 5.4 Notwithstanding the “Changes” clause of the BOA or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

**ARTICLE 6 PLACE AND TERMS OF DELIVERY**

- 6.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2000 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services. The Contractor shall note that the Purchaser is exempt from customs duties and VAT. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.

**ARTICLE 7 TITLE AND RISK OF LOSS**

- 7.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment, software and documentation as defined in Part III - Statement of Work.
- 7.2 Notwithstanding 7.1 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure or acceptance, at which time 7.1 above shall apply.
- 7.3 Notwithstanding 7.1 above, the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Contract.

**ARTICLE 8 CHANGES**

- 8.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, as described in the “Changes” clause of the NCI Agency Basic Ordering Agreement, General Provisions.
- 8.2 Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 6 months from submission.

**ARTICLE 9 INVOICES AND PAYMENT TERMS**

- 9.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 9.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 9.3 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 9.4 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 9.5 The Contractor shall be entitled to submit invoices as follows:
- 100% of CLIN 1 through 4 after delivery and successful Purchaser’s inspection and acceptance on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 9.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause “Taxes and Duties” of the NCI Agency Basic Ordering Agreement, General Provisions.
- 9.7 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 9.8 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 9.9 The invoice shall contain the following certificate:  
*“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above*

*mentioned services have been rendered and the payment therefore has not been received.”*

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

- 9.10 Invoices referencing “**CO-14109-PMIC / PO TBD**” shall be submitted to:  
NCI Agency  
Finance  
Boulevard Léopold III  
B-1110 Brussels  
Belgium
- 9.11 NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

## **ARTICLE 10 SUPPLEMENTAL AGREEMENTS**

- 10.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause “Termination for Default” of NCI AGENCY Basic Ordering Agreement, General Provisions.
- 10.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

## **ARTICLE 11 WARRANTY**

- 11.1 The provisions of this Clause apply in addition to those contained in the Basic Ordering Agreement cited in Article 2 “Order of Precedence”. Furthermore, the provisions of this Clause are in addition to those expressed in the Statement of Work. In case of conflict the provisions of the Statement of Work take precedence over those expressed in this Clause.

- 11.2 The Contractor shall warrant, for a period of one (1) year following the date of the Acceptance by the Purchaser, in writing, that Supplies under normal use will be free from defects in materials and workmanship and the system under normal use will perform without significant errors that will make it unusable.
- 11.3 The preservation, packaging, packing and marking and the preparation for, and method of, shipment of equipment will conform with the requirements of this Contract.
- 11.4 In the event of the Contractor's failure to fulfil this obligation after due notice and within a reasonable time, the Purchaser will have the right at his discretion:
- a. To remedy, by procuring the defective equipment via issuance of a separate contract / order to a supplier of his choice. In this instance the price of the relevant Delivery Order will be equitably and univocally reduced to reflect the value of the defective equipment or in the event that payment has been liquidated, to request reimbursement from the contractor or to resort to alternative measures of its choice.
  - b. To terminate for default that portion of the Contract relating to the defective work in accordance with the Basic Ordering Agreement (BOA) Termination for Default Clause.
- 11.5 This right may be exercised although other contractual obligations remain in force.
- 11.6 The Purchaser will inform the Contractor in writing of any defect discovered as soon as practicable and in accordance with established procedures. The warranty period shall be deemed to have been completed if notification of a defect that is alleged to have occurred within the warranty period is not provided by the Purchaser within thirty days after the date on which the warranty would normally have expired.
- 11.7 Upon notification, the Contractor shall be responsible to retrieve the equipment at the site at its own expenses and provide for adequate replacement.

## **ARTICLE 12 CONTRACT ADMINISTRATION**

- 12.1 The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

- 12.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 12.3 Formal letters and communications shall subsequently be delivered through email from the Official Points of Contacts (see paragraph 12.6 below).
- 12.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and email. All informal communication must be confirmed through formal communication to be contractually binding.
- 12.5 All notices and communications shall be effective on receipt.
- 12.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency	
<b>For contractual matters:</b> Attn: Ms. Ijeoma Ezeonwuka Contracting Officer Tel: +32 2 707 8104 Email: <a href="mailto:Ijeoma.Ezeonwuka@ncia.nato.int">Ijeoma.Ezeonwuka@ncia.nato.int</a>	<b>For contractual matters:</b> Attn: Tel: Email:
<b>For technical/project management matters:</b> Attn. Mr Hakan Koksalsal Tel: +31 70 374 3653 Email <a href="mailto:Hakan.Koksalsal@ncia.nato.int">Hakan.Koksalsal@ncia.nato.int</a>	<b>For technical/project management matters:</b> Attn: Tel: Email:

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

**ARTICLE 13 SUB-CONTRACTORS**

- 13.1 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.
- 13.2 The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.

**ARTICLE 14 RELEASE OF INFORMATION**

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

**ARTICLE 15 OWNERSHIP AND TITLE**

15.1 Ownership and title to all work will pass to the Purchaser upon written notification of final acceptance by the Purchaser.

**ARTICLE 16 COTS TECHNOLOGY**

16.1 As changes in technology occur, the Contractor shall propose substitution of new products/items for inclusion in this Contract. 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**.

16.2 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.

**ARTICLE 17 EQUIPMENT SUBSTITUTION**

17.1 For reasons of efficiency, the Purchaser sites have standardised some or their entire computer baseline on a specific suite of hardware from one or more particular vendors. As the process of site standardisation will continue as the prospective contract is being executed, the Purchaser reserves the right to require the Contractor to substitute for one or more items in the Schedule of Supplies with an equivalent item compatible with the site-specified standard.

17.2 In the event the Purchaser chooses to exercise this right, the required substitutions will be negotiated with the Contractor in line with the stipulation of Clause "Changes" of the Basic Ordering Agreement cited in Article 2 and reflected in the issued Delivery Order.

17.3 Pricing proposed for the substituted equipment shall be fair and reasonable and consistent with the market prices reserved for large buyers and/or Governmental Institutions.

17.4 The exercise of this right does not remove any of the Contractor's responsibilities under this Contract.

**ARTICLE 18 LIQUIDATED DAMAGES**

- 18.1 If the Contractor fails to meet the delivery schedule of the items required under this contract at the times specified in the Delivery Schedule of this Contract, or any agreed extension thereto, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the Purchaser fixed and agreed liquidated damages of 0.1% (one tenth per cent) of the associated Delivery Order / CLIN value as set forth in the Schedule of Supplies and Services herein, for each day of delinquency in achieving the milestone. These liquidated damages will begin to accrue on the first day after the date on which delivery was to have been made and/or the milestone was to have been reached.
- 18.2 In addition, the Purchaser may terminate this contract in whole or in part as provided in Clause 19 ("Termination for Default") of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 18.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.
- 18.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the applicable payment for the line item in the Schedule of Supplies. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 18.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
  - c. By reclaiming such damages through appropriate legal remedies.

**ARTICLE 19 SECURITY**

- 19.1 Contractor's personnel working at the Purchaser's facilities shall possess a valid security clearance up to the level of "NATO SECRET", especially for work to be performed in the Class II Security Area.
- 19.2 The Contractor must submit the personal details and copies of security clearances of the stated personnel to the point of contact hereafter, with copy to the Technical Lead Mr. Hakan Koksal, [Hakan.Koksal@ncia.nato.int](mailto:Hakan.Koksal@ncia.nato.int) prior to contract award:

NCI Agency: NCI Agency  
Security Office  
Boulevard Léopold III  
1110 Brussels  
Belgium  
Attn: Mr. Carl Buckland, NCI Agency Security Manager  
Email: [Carl.Buckland@ncia.nato.int](mailto:Carl.Buckland@ncia.nato.int)

- 19.3 In the absence of submitting the required valid security clearance for the Contractor's staff to work at NCI Agency premises, as stipulated above, the present contract may be declared null and void.

**ARTICLE 20 PARTICIPATING COUNTRIES**

- 20.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, including project design, labour and services, shall be performed other than by firms from and within NATO Participating Countries.
- 20.2 For the purposes of this contract, the term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTHONIA, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

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

RFQ-CO-14109-PMIC

Book II – The Prospective Contract

Part III – Terms of the Governing Basic Ordering Agreement

**PART III – TERMS OF THE GOVERNING BASIC ORDERING  
AGREEMENT**

*Subject to and Governed by the Contractor's Basic Ordering Agreement*

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

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

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Book II – The Prospective Contract  
Part IV – Statement of Work

**PART IV – STATEMENT OF WORK**

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

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**STATEMENT OF WORK****1. INTRODUCTION**

- 1.1. This document details Contractor's obligations with respect to the performance of work under the Contract.
- 1.2. **Purpose of the Contract.** The purpose of this Contract is to provide computer and networking equipment to host the Bi-SC AIS PMIC (Program Management and Integration Capability) Integrated Test Bed at the NCI Agency, The Hague/Netherlands. This is a Requirements Contract for supplies for COTS software, workstations, servers, and ancillary equipment. The Contractor shall provide the items specified in the technical specifications document (Book II Part IV and Part IV Annex-A) in the manner, and at the times and place, stated in the Contract.
- 1.3. The contract consists of a firm fixed-price requirement with definite quantities of equipment to be delivered according to the delivery schedule set in the Schedule of Supplies and Services.
- 1.4. **Background Information.** The PMIC program delivers an industrialised and integrated system providing NCI Agency a basic testing capability. The equipment provided under this contract will be installed and integrated by NCI Agency as components of the Bi-SC AIS PMIC Integration Facility.

**2. PROGRAMME SCHEDULE FOR DELIVERIES**

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

**3. ACCEPTANCE AND TESTING PROCEDURES****3.1. Testing**

- 3.1.1. The Contractor shall perform all inspection and testing of the product necessary to demonstrate conformity with contract requirements, and shall maintain sufficient inspection and test records to demonstrate the conformity of the products to contract requirements.
- 3.1.2. The Contractor is solely responsible for the quality of all products he provides to the Purchaser

**3.2. Acceptance**

- 3.2.1. Requirements of AQAP-2131, NATO Quality Assurance Requirements for Final Inspection shall apply, but NCI Agency will normally not make use of Government Quality Assurance services.
- 3.2.2. The Purchaser's Inspection/ Acceptance will normally be performed at delivery.

**4. INTEGRATED LOGISTIC SUPPORT**

**4.1. General**

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

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

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

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

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

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

4.2.4. Deliverables received at NCI Agency facilities shall remain under Contractor’s responsibility until formal acceptance.

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

4.2.6. The Contractor shall be responsible for the timely request of Custom Forms 302, required for duty free import/export of supplies between certain countries. Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form. These forms shall be originals and shall be delivered by mail/express courier. If an express courier has to be used, by the Purchaser, to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.

4.2.7. The written request for a 302 form shall contain the following information:

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

4.2.8. The Contractor is to ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 shall be added to the shipment documents to be provided to the carrier.

**4.3. Transportation**

4.3.1. Until completion of the warranty period, all supplies covered under this Contract shall be transported to and from all destination addresses at the expense of the Contractor.

4.3.2. The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to Acceptance.

4.3.3. The Contractor is responsible for the availability of proper storage space and availability of Material handling equipment that may be required for the equipment shipped to the destination/location. The Purchaser cannot be held responsible for any delays in implementation in the case of unavailability of facilities or materials, and the Contractor shall be solely responsible to acquire alternative facilities/material to assure proper storage, handling etc.

**4.4. Preservation, Packaging and Packing**

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

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

4.4.3. The packaging for deliverables shall be as follows:

4.4.3.1. **Equipment.** If the main equipment to be procured comprises servers and workstations or other electronic outfits (i.e. routers, switches), packaging shall normally be standard trade packs delivered by the manufacturer. For those repairable

items that will be returned to a store/repair location, suitable re-usable packaging may be provided to ensure that they arrive at their destination secure and undamaged during transit.

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

4.4.3.3. **Documentation.** Packaging shall be standard trade packs.

**4.5. Packing Lists and Marking**

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

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

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

4.5.2.2. One copy inside the package/pallet.

4.5.3. The packing list shall include the following:

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

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

**4.6. Notice of Shipment**

4.6.1. Ten (10) working days prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser and to

such other persons as are designated, in accordance with the instruction of the Purchaser.

#### 4.7. Custom documentation

- 4.7.1. The Contractor shall be responsible for the timely request of Custom Forms 302, required for duty free import/export of supplies between certain countries.
- 4.7.2. Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form.
- 4.7.3. These forms shall be originals and shall be delivered by mail/express courier.
- 4.7.4. If an express courier has to be used, by the Purchaser, to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 4.7.5. If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain the form the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 4.7.6. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement to the Purchaser.
- 4.7.7. The carrier shall be fully conversant with the application and use of Custom Form 302.
- 4.7.8. The Contractor shall be responsible to add the Custom Form 302 to the shipping documentation.

#### 4.8. On-site Delivery

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

NCI Agency  
Oude Waalsdorperweg 61  
(P.O. Box 174 2501 CD)  
2597 AK The Hague, Netherlands  
Attn: Mr. Hakan Koksai  
AIS Program Test Manager  
Tel: +31 (0)70 374 3653  
E-mail: [hakan.koksai@ncianato.int](mailto:hakan.koksai@ncianato.int)

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

- 4.8.2.1. All details of the shipped item as per Packing Lists.
- 4.8.2.2. Reception instructions.
- 4.8.2.3. An inspection and inventory check-up form.
- 4.8.3. The POC shall be notified of the tailored reception instructions, at least by the date the shipping notice is given. The reception instructions will include a reception check-out form to be used to inspect and inventory the received shipment.
- 4.8.4. The POC will take delivery of the shipped goods and allow for their storage awaiting installation by the Contractor.
- 4.8.5. The Contractor:
  - 4.8.5.1. Shall acknowledge that no liability of received goods exist for the Purchaser until acceptance of the deliverable.
  - 4.8.5.2. Shall expect that Purchaser designated site personnel will be able to carry out a visual inspection of the received items in order to identify any external indications of damage. This will allow the Contractor to initiate a claim for damage to package content to the shipping insurance.
  - 4.8.5.3. Shall acknowledge that the Purchaser representative cannot be held liable for not having reported any damage on received items.
  - 4.8.5.4. The Contractor, as indicated in the reception instructions, shall request that no package be opened, even to conduct a visual inspection, unless written permission has been given.
- 4.8.6. The Contractor shall prepare and maintain a delivery schedule.
- 4.9. **System Inventory**
  - 4.9.1. The Contractor shall provide a database that will log the inventory for all site deliverables (including hardware, software and documentation), their identification details and the location of all items across all the Purchaser's sites.
  - 4.9.2. The inventory shall include all items delivered and shall comprise the following categories:
    - 4.9.2.1. Hardware, including main equipment, spare parts (where applicable) and installation material.
    - 4.9.2.2. Documentation, including COTS provider documentation and technical publications.

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

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

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

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

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

<b>Field</b>	<b>Description</b>
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
NSN	NATO Stock Number (number-13 digits). Identifies an item codified by one of the NATO countries' National Codification Bureaus. It shall always be linked to at least one part number with the corresponding manufacturer code (manc). It is recommended that the Contractor system integrator requests codification from the National Codification Bureau of the original manufacturer's country. If NSN is known prior to system delivery it shall be added in this field.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specificity, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view. The valid codes are listed in the "Codes" worksheet under "EQRE".
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address )	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.

<b>Field</b>	<b>Description</b>
Vendor/Contractor Code (or complete name and address)	Vendor (contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSAs. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. <ul style="list-style-type: none"> <li>▪ In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly".</li> <li>▪ 2. Serialised items shall only have a quantity of 1.</li> </ul>
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc... See codes column "Unit".
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at Purchaser site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCSA System Manager, NCI AGENCY and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCSA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCSA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.

<b>Field</b>	<b>Description</b>
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to contractor by NCI AGENCY. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, NCI AGENCY will advise the contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCSA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc...
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. <ul style="list-style-type: none"> <li>▪ For non-serialized items it shows total quantity installed.</li> <li>▪ For serialized items quantity shall only be one per serial number. Use a new line for each serial number.</li> </ul>

**4.10. NATO Codification and Labelling**

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

**4.11. Technical Documentation**

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

4.11.2. The Operator and Technical Manual(s) shall be in accordance with the best commercial practice. All documentation shall be in the English language.

4.11.3. The Manual(s) shall provide detailed installation procedures for all services installed or migrated on new or existing platforms, allowing system administrators to rebuild services from scratch.

4.11.4. The Manual(s) shall provide sufficient information such that a Technician/Operator will be able to operate the system without

supervision and to perform fault-finding to the Line Replaceable Unit (LRU) level, to the first level maintenance.

- 4.11.5. The Manual(s) shall describe the required maintenance actions, removal and installation instructions and shall have a parts list for all replaceable units.
- 4.11.6. The documentation, including Original Equipment Manufacturers (OEM) user manuals, shall be provided in electronic format and shall support each different equipment deliverable. The distribution requirements per site are as follows:
  - 4.11.6.1. For servers and network equipment - 2 copies of the documentation are required if more than one identical item is being delivered, else 1 copy.
  - 4.11.6.2. For all other end user equipment (printers, scanners etc.) - 2 copies are required (where more than one identical item is being delivered).

#### **4.12. As-Built Documentation**

- 4.12.1. The Contractor shall also provide two copies of all as-built documentation, covering full details of how all of the major assemblies of the supplied equipment have been physically installed and mechanically/electrically integrated.
- 4.12.2. It shall also encompass the installation of any Purchaser Furnished Equipment (PFE) if applicable.
- 4.12.3. As-built drawings should be self-sufficient but may refer to existing as-built drawings and any other documents.
- 4.12.4. The as-built drawings shall cover the following:
  - 4.12.4.1. All floor and wall plans to include the physical details of all installed equipment, apparatus and devices within the Server and Switch Room(s) showing site specifics including the hardware and software configurations used;
  - 4.12.4.2. Detailed network and switch configuration settings, showing also the interconnections;
  - 4.12.4.3. Military Handbook 454 (US) is a relevant guide as far as cabling and labelling is concerned and the Purchaser recommends the Contractor to either adopt it or to refer to the European industry best practices.
- 4.12.5. Location plan with complete details of all cross-connection frames and patch panels.

- 4.12.6. Physical details of all cable racking and cable numbers and cable functions to include as appropriate all connections, connectors and sockets.
  - 4.12.7. Details covering all wiring termination points including wire numbers and colour coding, if applicable.
  - 4.12.8. Ancillary equipment details to include, as appropriate, connection points and termination points.
  - 4.12.9. The functions of all inter-connecting cables, including cross-site cabling, with their codes, colour code and the function of each separate conductor.
  - 4.12.10. The physical details covering all cable run for inter-communication equipment.
  - 4.12.11. Detailed network and switch configuration settings, showing also the interconnection of all deliverables.
  - 4.12.12. Update of existing as-built Drawings to reflect alteration works carried out by the Contractor to existing Building/Civil Works if required.
  - 4.12.13. A plan showing the description of all grounding conductors, electrodes and joints and where they are connected to any existing earthing system if changes are undertaken by the Contractor to the current design.
  - 4.12.14. The as-built documentation should be in sufficient detail to permit a full system rebuild by the system administrator.
- 4.13. All documentation shall also be submitted in electronic format on CD-ROM (read-only).

**4.14. Document Identification**

- 4.14.1. Documents shall be identified by a unique reference number, which will consist of a project code number followed by a document number.
- 4.14.2. Each document version shall be uniquely identified and maintained under version control.
- 4.14.3. All electronic documents shall be named as follows: ProjectName-year-month-day Contractor's Name, name of the document and document version.
- 4.14.4. Microsoft Word shall be used for generating text document.
- 4.14.5. Microsoft Excel shall be used for tabular or matrix data.
- 4.14.6. Microsoft Visio shall be used for drawings.

4.14.7. Microsoft Project shall be used for schedule.

4.14.8. Microsoft PowerPoint shall be used for briefings.

#### 4.15. Documentation Conventions

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

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

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

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

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

### 5. PMIC Equipment

#### 5.1. General

5.1.1. This section defines the general requirements that shall apply to all PMIC Equipment provided under Delivery Orders associated with this Contract.

5.1.2. The small items (rack mounting assemblies, connection cables, power cables or any type of connectors used in the assembly) and additional elements which were not asked specifically by the Purchaser but required for the consistency of the solution will be provided by the contractor. The type and short description of these additional proposed units will be summarized in the Brand name column of On-site "Installation and configuration" line item of SSS for each main HW component. The cost of these items will be accordingly rolled to the Unit Price column of that line item.

#### 5.2. COTS Hardware

5.2.1. The Contractor shall provide the commercial off-the-shelf (COTS) Hardware equipment that meets the requirements specified in Annex A to this Statement of Work for the following items:

##### 5.2.2. Cables

5.2.2.1. 15 m High Speed HDMI® Cable – Ultra HD 4k x 2k HDMI Cable – HDMI to HDMI M/M

- 5.2.2.2. 3m High Speed HDMI® Cable – Ultra HD 4k x 2k HDMI Cable – HDMI to HDMI M/M
- 5.2.2.3. 10 ft HDMI® to DVI-D Cable – M/M
- 5.2.2.4. 15m Coax High Resolution Monitor VGA Cable – HD15 M/M
- 5.2.2.5. 3m HDMI to Display Port cable
- 5.2.2.6. Blue Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 0,5 m Patch Cord
- 5.2.2.7. 2m Purple Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 2 m Patch Cord
- 5.2.2.8. 5m Red Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 5 m Patch Cord
- 5.2.2.9. 10m Blue Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 10 m Patch Cord
- 5.2.2.10. 15m Cat 6 White Molded RJ45 UTP Gigabit Cat6 Patch Cable – 15 m Patch Cord
- 5.2.2.11. 75 ft Orange Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 75ft Patch Cord
- 5.2.2.12. 1 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
- 5.2.2.13. 7 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
- 5.2.2.14. 3 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
- 5.2.2.15. 14 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable

**5.2.3. Converters**

- 5.2.3.1. DisplayPort® to HDMI® Video Adapter Converter – M/F
- 5.2.3.2. HDMI® to DVI-D Video Cable Adapter – F/M
- 5.2.3.3. DisplayPort™ 1.2 to VGA Adapter Converter – DP to VGA – 1920x1200
- 5.2.3.4. High Speed HDMI® - HDMI to HDMI Mini Adapter – M/F
- 5.2.3.5. Component / VGA Video and Audio to HDMI® Converter – PC to HDMI – 1920x1200
- 5.2.3.6. HDMI® to VGA Video Adapter Converter with Audio – HD to VGA Monitor 1080p
- 5.2.3.7. Mini DisplayPort™ to VGA / DVI / HDMI® Adapter – All-in-One mDP Converter For MacBook® – White

**5.2.4. Storage Elements**

- 5.2.4.1. Synology High-Availability 12-Bay (NAS) Rack Station (RS18016xs+)
- 5.2.4.2. Intel SSDSC2BB016T6 DC S3510 1.6TB 2.5IN OEM PACK
- 5.2.4.3. Seagate ST6000NM0004 4KN 6 TB 3.5" Internal Hard Drive - SATA 6Gb/s - 7200 rpm - 128 MB Buffer - Hot Pluggable Bare Drive (SeagateST6000NM0004 )
- 5.2.4.4. SFP-10G-SR=
- 5.2.4.5. HP 600GB 15K LFF M6612 Drive HP PN: 583718-001

**5.2.5. Adapters / Small Items**

- 5.2.5.1. 4 Port High Speed HDMI® Video Splitter w/ Audio – Rack Mountable
- 5.2.5.2. 2 Port DVI Video Splitter with Audio
- 5.2.5.3. Elgato Thunderbolt 2 Dock
- 5.2.5.4. 4 Port USB DVI KVM Switch with DDM Fast Switching Technology and Cables
- 5.2.5.5. 15 ft DVI-D Dual Link Cable – M/M
- 5.2.5.6. 15 ft USB 2.0 A to B Cable – M/M
- 5.2.5.7. 4 Port Dual DVI USB KVM Switch with Audio & USB 2.0 Hub
- 5.2.5.8. HP FlexFabric 20Gb 2-port 650FLB Adapter 700763-B21
- 5.2.5.9. HP Virtual Connect Flex-10/10D Module 638526-B21
- 5.2.5.10. Oem Presenter with Laser Pointer and Powerpoint Presentation Remote Control Clicker (O-PRC-0130)
- 5.2.5.11. Consumer Electronic Products Logitech Cordless Desktop MX 5500 Revolution Bluetooth Mouse and Keyboard Supply Store
- 5.2.5.12. 8GB (2X4GB) DDR2 667MHz PC2-5300 MEMORY FBDIMM for HP ProLiant DL360 DL380 ML370 G5 pn 491503-061
- 5.2.5.13. 16GB (1x16GB) Registered DDR3 PC3-12800 dual rank memory kit
- 5.2.5.14. Small toolkit (Makita LXT218 18-Volt LXT Combo)
- 5.2.5.15. Tool Box (Apollo Precision Tools DT0204 71 Tool Kit)
- 5.2.5.16. Dell 24 Inch Monitor P2414H Full HD 1920x1080
- 5.2.5.17. 128GB USB 3.0 Data Traveller IG4
- 5.2.5.18. 2TB Portable External USB 3.0 Hard Drive with Auto Backup

**5.3. COTS Software**

5.3.1. The Contractor shall provide the following commercial off-the-shelf (COTS) software as part of the PMIC Equipment and Development Baseline (including 1 year support) as defined in the Annex A to this Statement of Work for the following items:

5.3.1.1. MSDN Visual Studio Premium Subscription Update, 1 year. The subscription details are below:

E-mail: Hakan.Koksal@NCI Agency.nato.int  
Subscriber ID: 600732398  
Subscription Visual Studio Premium with MSDN  
level: Download All  
Expiration date: 31.12.2015

5.3.1.2. Kiwi Syslog Server – Commercial Edition

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

RFQ-CO-14109-PMIC

Book II – The Prospective Contract

Part IV – Statement of Work; Annex A

**PART IV – STATEMENT OF WORK; ANNEX A  
SYSTEM REQUIREMENTS SPECIFICATION (SRS)**

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

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## 1 Introduction

- 1.1 This document specifies the technical requirements for the PMIC 5<sup>th</sup> and 6<sup>th</sup> Stage Hardware Equipment procurement.
- 1.2 The Commercial Off-The-Shelf (COTS) equipment provided under this Contract shall meet or exceed the requirements identified herein for the respective Contract Line Item.

## 2 Computer Hardware

### 2.1 General

- 2.1.1 All computer equipment provided under this Contract shall meet or exceed the following common requirements:
  - 2.1.1.1 Be capable of operating in close proximity to other COTS equipment without causing mutual interference problems. Tested and documented compliance with officially recognised Electromagnetic Interference or Electromagnetic Compatibility standards is sufficient to meet this requirement; e.g. Emission Standard EN55022, Immunity Standard EN50022 or FCC Part 15 Class A.
  - 2.1.1.2 Be identified on the Microsoft Hardware Compatibility List and where possible display a “Designed for Windows” logo.
  - 2.1.1.3 Be equipped with dual auto-sensing, hot pluggable power supplies and local power cords.
  - 2.1.1.4 Have the CD or DVD, USB/serial/parallel ports and Floppy Disk Drive (FDD) disabled, but with the possibility of being enabled with security authority approval.

### 2.2 COTS Hardware:

- 2.2.1 **Cables.** All items provided under this paragraph shall meet or exceed the following requirements:
  - 2.2.1.1 15 m High Speed HDMI® Cable – Ultra HD 4k x 2k HDMI Cable – HDMI to HDMI M/M
  - 2.2.1.2 3m High Speed HDMI® Cable – Ultra HD 4k x 2k HDMI Cable – HDMI to HDMI M/M
  - 2.2.1.3 10 ft HDMI® to DVI-D Cable – M/M
  - 2.2.1.4 15m Coax High Resolution Monitor VGA Cable – HD15 M/M
  - 2.2.1.5 3m HDMI to Display Port cable
  - 2.2.1.6 Blue Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 0,5 m Patch Cord
  - 2.2.1.7 2m Purple Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 2 m Patch Cord
  - 2.2.1.8 5m Red Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 5 m Patch Cord

- 2.2.1.9 10m Blue Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 10 m Patch Cord
- 2.2.1.10 15m Cat 6 White Molded RJ45 UTP Gigabit Cat6 Patch Cable – 15 m Patch Cord
- 2.2.1.11 75 ft Orange Gigabit Snagless RJ45 UTP Cat6 Patch Cable – 75ft Patch Cord
- 2.2.1.12 1 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
- 2.2.1.13 7 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
- 2.2.1.14 3 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
- 2.2.1.15 14 ft Cat 6a Blue Shielded Molded 10 Gigabit RJ45 STP Cat6a Patch Cable
  
- 2.2.2 **Converters.** All items provided under this paragraph shall meet or exceed the following requirements:
  - 2.2.2.1 DisplayPort® to HDMI® Video Adapter Converter – M/F
  - 2.2.2.2 HDMI® to DVI-D Video Cable Adapter – F/M
  - 2.2.2.3 DisplayPort™ 1.2 to VGA Adapter Converter – DP to VGA – 1920x1200
  - 2.2.2.4 High Speed HDMI® - HDMI to HDMI Mini Adapter – M/F
  - 2.2.2.5 Component / VGA Video and Audio to HDMI® Converter – PC to HDMI – 1920x1200
  - 2.2.2.6 HDMI® to VGA Video Adapter Converter with Audio – HD to VGA Monitor 1080p
  - 2.2.2.7 Mini DisplayPort™ to VGA / DVI / HDMI® Adapter – All-in-One mDP Converter For MacBook® – White
  
- 2.2.3 **Storage Elements.** All items provided under this paragraph shall meet or exceed the following requirements:
  - 2.2.3.1 Synology High-Availability 12-Bay (NAS) Rack Station (RS18016xs+)
  - 2.2.3.2 Intel SSDSC2BB016T6 DC S3510 1.6TB 2.5IN OEM PACK
  - 2.2.3.3 Seagate ST6000NM0004 4KN 6 TB 3.5" Internal Hard Drive - SATA 6Gb/s - 7200 rpm - 128 MB Buffer - Hot Pluggable Bare Drive (SeagateST6000NM0004 )
  - 2.2.3.4 SFP-10G-SR=
  - 2.2.3.5 HP 600GB 15K LFF M6612 Drive HP PN: 583718-001
  
- 2.2.4 **Adapters / Small Items.** All items provided under this paragraph shall meet or exceed the following requirements:
  - 2.2.4.1 4 Port High Speed HDMI® Video Splitter w/ Audio – Rack Mountable
  - 2.2.4.2 2 Port DVI Video Splitter with Audio
  - 2.2.4.3 Elgato Thunderbolt 2 Dock
  - 2.2.4.4 4 Port USB DVI KVM Switch with DDM Fast Switching Technology and Cables
  - 2.2.4.5 15 ft DVI-D Dual Link Cable – M/M

- 2.2.4.6 15 ft USB 2.0 A to B Cable – M/M
- 2.2.4.7 4 Port Dual DVI USB KVM Switch with Audio & USB 2.0 Hub
- 2.2.4.8 HP FlexFabric 20Gb 2-port 650FLB Adapter 700763-B21
- 2.2.4.9 HP Virtual Connect Flex-10/10D Module 638526-B21
- 2.2.4.10 Oem Presenter with Laser Pointer and Powerpoint Presentation Remote Control Clicker (O-PRC-0130)
- 2.2.4.11 Consumer Electronic Products Logitech Cordless Desktop MX 5500 Revolution Bluetooth Mouse and Keyboard Supply Store
- 2.2.4.12 8GB (2X4GB) DDR2 667MHz PC2-5300 MEMORY FBDIMM for HP ProLiant DL360 DL380 ML370 G5 pn 491503-061
- 2.2.4.13 16GB (1x16GB) Registered DDR3 PC3-12800 dual rank memory kit
- 2.2.4.14 Small toolkit (Makita LXT218 18-Volt LXT Combo)
- 2.2.4.15 Tool Box (Apollo Precision Tools DT0204 71 Tool Kit)
- 2.2.4.16 Dell 24 Inch Monitor P2414H Full HD 1920x1080
- 2.2.4.17 128GB USB 3.0 Data Traveller IG4
- 2.2.4.18 2TB Portable External USB 3.0 Hard Drive with Auto Backup

### 3 Software

#### 3.1 General

3.1.1 Unless specified the licenses shall be floating license.

#### 3.2 Software License Maintenance / Renewals

3.2.1 MSDN Visual Studio Premium Subscription, 1 year

3.2.1.1 The subscription details are below:

E-mail:	Hakan.Koksal@ncia.nato.int
Subscriber ID:	600732398
Subscription level:	Visual Studio Premium with MSDN Download All

3.2.2 Kiwi Syslog server – Commercial Edition

3.2.2.1 The syslog server commercial edition ([www.kiwisyslog.com](http://www.kiwisyslog.com)) shall manage messages, snmp traps and event logs for unlimited devices.