

**Acquisition**

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NCIA/ACQ/2016/1135  
29 April 2016

**To:** See Attached Distribution List

**From:** The General Manager, NATO Communications and Information Agency  
(NCI Agency)

**Subject:** **REQUEST FOR QUOTATION (RFQ) NO. RFQ-CO-14247-SEMARCOMM**  
**‘Provide Secure Maritime Communications’**

Prospective Bidders:

1. Your firm is hereby invited, in conformance with the terms of your active **Basic Ordering Agreement (BOA)** with the NCI Agency, to participate in a *BOA competition* for the provision of Secure Maritime Communications (SEMARCOMM) capability to six NATO ships.
2. The project is expected to be completed after 18 weeks from the Effective Date of Contract (EDC). One (1) calendar year warranty period will be required for the maintenance and support of the Hardware and Software Configuration Items following the Final System Acceptance (FSA).
3. The Bidders from all 28 NATO Nations may submit the bid in response to this solicitation.
4. Award of the Contract will be made on a **Firm Fixed Price Basis** to the Bid evaluated as the **lowest price, technically compliant** in accordance with the selection criteria set forth in the Bidding Instructions (Book I) attached to this letter. The NCI Agency has the intention to place a single Contract to cover the entire scope of the project, no partial bidding will be allowed.
5. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS RFQ IS 14:00 HOURS (BRUSSELS TIME) ON 27 MAY 2016.**
6. This RFQ consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the *Schedule of Supplies and Services (Part I)*, *Contract Special Provisions (Part II)*, *BOA Contract General Provisions (Part III)*, as well as the *Statement of Work (Part IV)*. *The Statement of Work (SOW) and its Annexes* set forth detailed specifications governing the performance requirements of the Prospective Contract.

7. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
8. This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
9. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
10. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw, or suspend this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation, withdrawal, or suspension occurs.
11. You are requested to complete and return the enclosed **Acknowledgement of Receipt** within seven (7) calendar days of receipt of this RFQ, informing the NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
12. The reference for the Request for Quotation is **RFQ-CO-14247-SEMARCOMM**, and all correspondence concerning this RFQ should reference this number.
13. The NCI Agency sole Point of Contact (POC) for this procurement is:

Ms Viktorija Navikaite  
viktorija.navikaite@ncia.nato.int  
Tel: +32 (2) 707 8210 / Fax: +32 (2) 707 8770  
NCI Agency  
Acquisition/Contracting  
Avenue du Bourget 140  
B-1110 Brussels, Belgium

FOR THE GENERAL MANAGER:



Tiziana Pezzi  
Principal Contracting Officer

Attachments:

- (A) Bidding Instructions (Book I)
- (B) Prospective Contract (Book II)
- (C) Bidding Sheets (Book I Annex A)

**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION  
RFQ-CO-14247-SEMARCOMM**

Date: \_\_\_\_\_

We hereby advise that we have received Request for Quotation RFQ-CO-14247-SEMARCOMM 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 .....

BOA no. ....

Address .....

.....

.....

POC: .....

Tel.: .....

Fax: .....

E-mail: .....

**Distribution List For**  
**RFQ-CO-14247-SEMARCOMM**

**BIDDERS**

1 Each

**NATO Delegations (Attn: Investment Adviser):**

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

**Belgian Ministry of Economic Affairs**

1

**Embassies in Brussels (Attn: Commercial Attaché):**

Albania	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1

Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
The United Kingdom	1
The United States of America	1

**Distribution for information (Blind to Bidders):**

**NATO HQ**

NATO Office of Resources

Management and Implementation Branch – Attn: Deputy Branch Chief 1

Director, NATO HQ Communications and Information Staff

Attn: Executive Co-ordinator 1

SACTREPEUR

Attn: Investment Assistant 1

SACEUREP

Attn: Investment Assistant 1

Strategic Commands

HQ SACT Attn: ACOS C4ISR 1

ACO AGSIO Attn: SPT CIS Director 1

**NCI Agency - Internal Distribution**

DACQ – Mr Peter Scaruppe (via Ms D. Cani) 1

CAB Secretary – Ms M.L. Le Bourlot 1

ACQ Chief of Contracts – Mr L.T. Herway 1

ACQ Principal Contracting Officer – Ms T. Pezzi 1

ACQ Senior Contracting Assistant – Ms V. Navikaitė 1

ACQ ILS – Mr C. Lucas 1

SStrat NLO – Mr C. Ulsh (via Mr E. Pecorella, Mr D. Harman) 1

Legal Adviser – Ms S. Rocchi (through Mr V. Roobaert) 1

FMU – Ms I. Nechelput 1

Service Strategy – Mr M. Davidson 1

DM – Mr E. Lesbaupin 1

NSII SL Chief – Mr T. Plachecki 1

NSII SL WMSA – Mr D. Kallgren 1

NSII SL Project Manager – Mr F. Craib 1

Registry 1

**NCI Agency - NATEXs**

All NATEXs 1 Each



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

**REQUEST FOR QUOTATION**

**RFQ-CO-14247-SEMARCOMM**

**Secure Maritime Communication (SEMARCOMM) Capability**

**Authorisation/Serial No.**

**AC/4-DS(2015)0030**

**2014/1CM23006**

**GENERAL INDEX**

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Signature Sheet	
Part I	Schedule of Supplies and Services
Part II	Contract Special Provisions
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**NATO UNCLASSIFIED**

**RFQ-CO-14247-SEMARCOMM**  
**Book I – Bidding Instructions**



**RFQ-CO-14247-SEMARCOMM**

**BOOK I**

**BIDDING INSTRUCTIONS**

**NATO UNCLASSIFIED**

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## 1 SECTION I - INTRODUCTION

- 1.1 The purpose of this Request for Quotation (RFQ) is to establish a Contract for the provision of a Secure Maritime Communications (SEMARCOMM) capability. The scope of the procurement is the design, implementation and delivery of the SEMARCOMM capability, including the integration of Purchaser Furnished Equipment and Services, and the configuration and testing of the equipment.
- 1.2 The Participating Countries for this RFQ are listed in paragraph 2.1.6. The Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.
- 1.3 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4 D(2002)002-FINAL (2002 Edition).
- 1.4 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest price technically compliant Bidder.
- 1.6 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled “Requests for RFQ Clarifications”.
- 1.8 The target date for Contract Award is August 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 it will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 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 as defined in ACodP-1.

### **2.2 ELIGIBILITY**

- 2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

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

## 2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 **before 14.00 hours (Brussels Time) on 27 May 2016** at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following address:

By National Postal Service, Hand Carried or Courier Service:

NATO Communications and Information Agency  
Acquisition  
Bâtiment Z  
Avenue du Bourget 140  
B-1110 Brussels  
Belgium

Attention: Ms Viktorija Navikaitė

- 2.3.3 Bids forwarded by electronic means, including but not limited to email and/or fax, are not permitted and will not be considered. 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 09:00 hrs – 16:00 hrs Brussels, Belgium Time during the normal NATO working days.

## **2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE**

The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by fax or e-mail. Such questions shall be forwarded to the Point of Contact specified in paragraph 2.5 below and shall arrive not later than 10 days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

## 2.5 PURCHASER POINT OF CONTACT

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

Ms Viktorija Navikaitė  
E-mail: viktorija.navikaite@ncia.nato.int

NATO Communications and Information Agency  
Acquisition  
Avenue du Bourget 140  
Bâtiment Z  
B-1110 Brussels  
Belgium

## 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 through Annex E – Clarification Requests Form, by mail, by FAX or by E-mail. All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in paragraph 2.5 above and shall arrive **not later than 18 days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.
- 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 in accordance with the provisions of paragraph 2.8 below.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

**2.7 REQUESTS FOR WAIVERS AND DEVIATIONS**

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

**2.8 AMENDMENT OF THE REQUEST FOR QUOTATION**

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.8.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

**2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable



to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

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

## **2.10 BID VALIDITY**

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

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

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

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

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

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

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

## **2.11 BID GUARANTEE**

- 2.11.1 Not applicable.

## **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**

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 Bid being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.
- 3.1.3 **The Bidder shall not restate the RFQ requirements in confirmatory terms only.** The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities:**
- |                                       |                                                                       |
|---------------------------------------|-----------------------------------------------------------------------|
| (a) Administrative Envelope (Part 1): | Paper: 1 Original copy                                                |
| (b) Price Quotation (Part 2):         | Paper: 1 Original copy                                                |
|                                       | Electronic: 2 CD ROM Copies (MS<br><u>Excel version</u> 2007 onwards) |
| (c) Technical Proposal (Part 3):      | Paper: 1 Original copy                                                |
|                                       | Electronic: 2 CD ROM Copies                                           |
- 3.1.5 Documents submitted in accordance with section 3.1.4 above shall be classified no higher than "NATO UNCLASSIFIED" material.
- 3.1.6 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.7 Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or "copy & paste". The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.
- 3.1.8 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.1.9 Bid language shall be English.

**3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)**

3.2.1 In the Administrative Envelope the bidder shall include the signed originals of the **certifications set forth in Annex C** hereto, specifically:

- (a) C-1 Certificate of Legal Name of Bidder
- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Bid Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2008 Compliance. **The Bidder shall attach a copy of the company's AQAP 2110 or ISO 9001 Certification.**
- (l) C-12 List of Key Personnel. **The list shall be in line with SOW Section 2 requirements.**
- (m) C-13 Bidder Background IPR
- (n) C-14 List of Sucontractor IPR

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

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

3.2.3.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be

submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

- 3.2.3.2 The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
- 3.2.3.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

### 3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

- 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. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 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 completed as per Book I Annex B instructions. **Please note that both, CLIN Summary tab of the Bidding Sheets, as well as CLIN Price Breakdown tabs per each CLIN need to be printed out and included in the Package;**
  - 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 sections of the Bidding Sheets referred in paragraph 3.3.2.1 above, in accordance with the instructions specified in Annex B.
- 3.3.4 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.
- 3.3.5 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs

duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

- 3.3.6 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.
- 3.3.7 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.
- 3.3.8 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.
- 3.3.9 When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the 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.
- 3.3.10 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.3.11 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such option. Further, the NCI Agency reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.

- 3.3.12 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.3.13 Price Proposals specifying exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.3.14 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.
- 3.3.15 Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.

### **3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)**

- 3.4.1 Bidders shall submit their Technical Proposal in one bound volume in accordance with the requirements of paragraphs 3.4.2 to 3.4.9 below.
- 3.4.2 The Technical Proposal package shall include the following:
- 3.4.3 Table of Contents. Bidders shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.
- 3.4.4 Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table at Annex D of Book I. The Bidder shall complete the Column marked "BID REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
- 3.4.5 Section 1: Project Implementation Plan. The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 2 of the SOW for the SEMARCOMM capability (Book II Part IV), which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements.
- 3.4.5.1 **Project Overview**. The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the

sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.

- 3.4.5.2 The PIP shall include a preliminary Project Management Plan (PMP) that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met.
- 3.4.5.3 The PIP shall include a Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.
- 3.4.5.4 Project Personnel. The Bidder shall provide a curriculum vitae for the personnel proposed for this project listed in SOW Section 2. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals. This subsection shall also describe the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate management.

#### 3.4.6 Section 2: System Design and Integration

- 3.4.6.1 The Bidder shall describe how the SEMARCOMM capability will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Bidder shall provide in its Bid a draft System Design Specification (SDS) which shall include the information as required in the SoW Section 3.2.2.2, and the SDS shall demonstrate compliance with the System Requirements Specification (Appendix A of the SoW) for the areas as mentioned in SoW Section 3.2.2.2.

#### 3.4.7 Section 3: Integrated Logistic Support (ILS)

- 3.4.7.1 The Bidder shall in Section 3 describe the Integrated Logistics Support (ILS) aspects of the Bid including a high level description of his proposed Integrated Logistics Support. This description shall concisely address the Support Planning, Supply Support, Packaging, Handling, Storage and Transportation as set forth in Section 4 of the Statement of Work. The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SoW.

#### 3.4.8 Section 4: Training



- 3.4.8.1 The Bidder shall in this section demonstrate how it can meet the Training requirements as specified in the SoW Section 6.

3.4.9 Section 5: Testing and Acceptance

- 3.4.9.1 The Bidder shall in this section demonstrate how it can meet the Service Testing and Acceptance requirements as specified in the SoW Section 7.

3.4.10 Manufacturers Datasheets

- 3.4.10.1 The Bidder shall provide, as part of the SDS, manufacturers datasheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW, Section 3.

**3.5 PACKAGING AND MARKING OF BIDS**

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

- (a) The name and address of the Bidder;
- (b) The words “NATO UNCLASSIFIED”;
- (c) The words “SEALED BID – NOTIFY CONTRACTING OFFICER UPON RECEIPT (MS VIKTORIJA NAVIKAITE, EXTENSION 8210)”
- (d) The designated RFQ number: “RFQ-CO-14247-SEMARCOMM” followed by one of the following identifications as appropriate:
  - “Administrative Envelope”,
  - “Price Quotation”,
  - “Technical Proposal”.

- 3.5.2 The separate envelopes or packages listed above shall be placed in an outer sealed container or package 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 the container:

**"SEALED BID: RFQ-CO-14247-SEMARCOMM.  
NOTIFY ACQ (VIKTORIJA NAVIKAITE, EXTENSION 8210) 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 its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6 The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(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 2 - Price, Part 3 - Technical.
- 4.1.8 All administrative compliant Bids will be reviewed for price compliance. 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 (Par. 3.1, 3.5),
  - (c) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto (Par. 3.2).
- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

**4.3 PRICE CRITERIA**

- 4.3.1 The Bidder's Price Quotation will be first assessed for compliance against the following standards:
- 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 and the Instructions for Contractor's Bidding Sheets, in particular:
- a. Compliance with the requirements for preparation and submission of the Price. Quotation set forth in the Bid Preparation Section (Book I, Section III) and Instructions for Contractor's Bidding Sheets (Annex B hereto).
  - b. The Bidder has furnished Firm Fixed Prices for all items listed.
  - c. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
  - d. Bid prices include all costs for items supplied, delivered, and supported.
  - e. All prices have been accurately entered into appropriate columns, and accurately totalled.
  - f. The Bidder has provided accurate unit price (where required) and total price for each line item.
  - g. The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
  - h. The grand total is accurate.

- i. The currency of all line items has been clearly indicated.
  - j. 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.
  - k. 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.
  - l. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
- 4.3.1.2 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- 4.3.1.3 The Price Quotation meets requirements for price realism as described below in paragraph 4.3.4.
- 4.3.1.4 A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.2 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 price comparison will be based on the offered Grand Total Firm Fixed Price which includes all **CLINs** in the Bidding Sheets.
- 4.3.3 Inconsistencies and discrepancies in bid price quotation
- 4.3.3.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:
- a. Hard Copies Submission
    - a. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder
    - b. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s)

## b. Electronic Submission

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

## 4.3.4 Price Realism

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

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

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

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to 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.

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

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

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

#### **4.4 TECHNICAL CRITERIA**

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

##### **4.4.2 Technical Proposal**

4.4.2.1 The Bidder shall have provided a Technical Proposal which includes all of information required in Section 3.4.

##### **4.4.3 Table of Contents**

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

**4.4.4 Technical Proposal Cross Reference Matrix Table**

- 4.4.4.1 The Bidder has included a completed Technical Proposal Cross Reference Matrix Table.

**4.4.5 Section 1: Project Implementation Plan (SOW Section 2)**

- 4.4.5.1 The Bidder shall have submitted a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 2 of the SOW which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements.
- 4.4.5.2 The Bidder shall have provided the Project Overview which includes an executive summary overview of the offered capability. The Project Overview shall also have summarised the main features of each of the sections of the Technical Proposal and shall have indicated in broad detail how the Project will be executed during the full lifetime of the Project.
- 4.4.5.3 The PIP shall have included a preliminary Project Management Plan that defined how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP considered all aspects of project management and control and demonstrated how all the critical dates defined in the contract will be met.
- 4.4.5.4 The preliminary PIP shall have included a Project Master Schedule (PMS) containing all Contract events and milestones for the Project. The PMS shall have shown all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task have identified the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall have provided network, milestone, and Gantt views, and identify the critical path for the overall project.
- 4.4.5.5 The Bidder shall have provided a curriculum vitae for the personnel proposed for this project listed in SOW Section 2. The Bidder shall have provided a narrative describing the rationale for the selection of the Project Team for key posts and have provided detailed descriptions of the experience of the individuals in managing similar procurement programmes. This section shall have described the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation. The narrative must confirm that the Project Manager has access to the corporate resources required to successfully perform the Contract.

**4.4.6 Section 2: System Design and Integration (SOW Section 3)**

- 4.4.6.1 The Bidder shall have provided a draft System Design Specification (SDS) with the information as required in the SoW Section 3.2.2.2, and the SDS

demonstrates compliance with the System Requirements Specification (Appendix A of the SoW) for the areas as mentioned in SoW Section 3.2.2.2.

**4.4.7 Section 3: Integrated Logistics Support (ILS) (SOW Section 4)**

4.4.7.1 The Bidder shall have described in Section 3 the Integrated Logistics Support (ILS) aspects of the Bid including a high level description of his proposed Integrated Logistics Support. This description concisely addressed the Support Planning, Supply Support, Packaging, Handling, Storage and Transportation as set forth in Section 4 of the SoW. The description shall have provided sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SoW.

**4.4.8 Section 4: Training (SOW Section 6)**

4.4.8.1 The Bidder shall in this section have demonstrated how it can meet the Training requirements as specified in the SoW Section 6.

**4.4.9 Section 5: Testing and Acceptance (SOW Section 7)**

4.4.9.1 The Bidder shall have demonstrated in Section 5 how it can meet the Service Testing and Acceptance requirements as specified in the SoW Section 7.

**4.4.10 Manufacturer's Datasheets**

4.4.10.1 The Bidder shall have provided a manufacturer's datasheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW, Section 3.



## **5 ANNEX A – BIDDING SHEETS**

[Provided under separate MS Excel File:

*“RFQ-CO-14247-SEMARCOMM\_Bidding-sheets.xls”*]

## **6 ANNEX B - INSTRUCTIONS for the preparation of bidding sheets**

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III – Bid Preparation Instructions and CLIN Bidding sheet instructions within the Bidding sheets itself.
2. Bidders must complete and submit Bidding Sheets with their Price Breakdown per CLIN – one (1) sheet is required for each Major CLIN (1, 2, 3, etc.).
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
7. 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. 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. The bidder shall identify the sub-CLIN, per line item, in each detailed bidding sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

## **7 ANNEX C – CERTIFICATES**

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**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: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

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

POINT OF CONTACT (POC) REGARDING THIS BID:

NAME: \_\_\_\_\_

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

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

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POC:

NAME: \_\_\_\_\_

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

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

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
TITLE

**ANNEX C-2**

**CERTIFICATE OF INDEPENDENT DETERMINATION**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

**ANNEX C-3**

**CERTIFICATE OF BID VALIDITY**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX C-4**

**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-5**

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



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

I confirm that the following Amendments to Request for Quotation No RFQ-CO-14247-SEMARCOMM have been received and the Bid as submitted reflects the content of such Amendments:

<b>Amendment Number</b>	<b>Date of Issue by the Purchaser</b>	<b>Date of Receipt by the Bidder</b>

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

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

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

.....  
 Date

.....  
 Signature of Authorised Representative

.....  
 Printed Name and Title

.....  
 Company

**ANNEX C-8**

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

**ANNEX C-9**

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX C-10**

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX C-11**

**CERTIFICATE OF AQAP 2110 OR ISO 9001:2008 COMPLIANCE**

I hereby certify that ..... (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2008 Quality Assurance Standards and Procedures and is currently so certified.

A copy of the quality certification is **attached herewith**.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX C-12**

**LIST OF KEY PERSONNEL**

<b>Name</b>	<b>Position</b>
	Project Manager
	Technical Lead

**ANNEX C-13****BIDDER BACKGROUND IPR**

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

ITEM	DESCRIPTION

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

The Background IPR stated above complies with the terms specified in Article 24 of Prospective Contract Special Provisions.



**ANNEX C-14****LIST OF SUBCONTRACTOR IPR**

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

ITEM	DESCRIPTION

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

The Subcontractor IPR stated above complies with the terms specified in Article 24 of Prospective Contract Special Provisions.

## **8 ANNEX D – Cross Reference/Compliance Table**

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

Bidding Instructions Requirement Ref.	SoW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.1 Technical Proposal		Bidders shall submit their Technical Proposal in one bound volume according to the requirements of paragraphs 3.4.2 to 3.4.9	<i>Bidder to complete</i>
3.4.3 Table of Contents	-	Bidders shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.	
3.4.4 Cross-Reference/Compliance Table.	-	The Bidder shall include the completed Technical Proposal Cross-Reference Table at Annex D of Book I. The Bidder shall complete the Column marked "BID REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	

3.4.5 Section1: Project Implementation Plan	Book II, SoW 2.3	The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 2 of the SoW which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements.	
3.4.5.1 Project Overview	Book II, SoW 2.3	The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.	
3.4.5.2 Project Management Plan	Book II, SoW 2.3	The PIP shall include a preliminary Project Management Plan that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met.	

3.4.5.3 Project Master Schedule	Book II, SoW 2.3	The PIP shall include a Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.	
3.4.5.4 Project Personnel	Book II, SoW 2.3	The Bidder shall provide a curriculum vitae for the personnel proposed for this project in compliance with SoW Section 2. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals.	
3.4.6 Section 2: System Design and Implementation	Book II, SoW 3.2	The Bidder shall describe how the SEMARCOMM capability will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Purchaser shall provide in his Bid a draft System Design Specification (SDS) which shall include the information as required in the SoW Section 3.2.2.2, and the SDS shall demonstrate compliance with the System Requirements Specification (Appendix A of the SoW) for the areas as mentioned in SoW Section 3.2.2.2.	

3.4.7 Section 3: Integrated Logistics Support section	Book II, SoW Section 4	The Bidder shall in Section 3 describe the Integrated Logistics Support (ILS) aspects of the Bid including a high level description of his proposed Integrated Logistics Support. This description shall concisely address the Support Planning, Supply Support, Packaging, Handling, Storage and Transportation as set forth in Section 4 of the Statement of Work. The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SoW.	
3.4.8 Section 4: Training	Book II, SoW Section 6	The Bidder shall in this section demonstrate how it can meet the Training requirements as specified in the SoW Section 6.	
3.4.9 Section 5: Testing and Acceptance	Book II, SoW Section 7	The Bidder shall in this section demonstrate how it can meet the Service Testing and Acceptance requirements as specified in the SoW Section 7.	
3.4.10 Manufacturers Datasheets	Book II, SoW 3.2	The Bidder shall provide, as part of the SDS, manufacturers datasheet sheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SoW, Section 3.	

**9 ANNEX E – CLARIFICATION REQUESTS FORMS**

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
A.1				
A.2				
A.3				

\* Status: Is Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial Nr	RFQ Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
P.1				
P.2				
P.3				

\* Status: Is Amendment to IFB required as a direct result of the Clarification Request?



INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	RFQ Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

\* Status: Is Amendment to IFB required as a direct result of the Clarification Request?

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**RFQ-CO-14247-SEMARCOMM**

**BOOK II**

**THE PROSPECTIVE CONTRACT**

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**GENERAL INDEX**

**BOOK II - THE PROSPECTIVE CONTRACT**

Signature Sheet

Part I        Schedule of Supplies and Services

Part II       Contract Special Provisions

Part III      BOA Contract General Provisions

Part IV      Statement of Work

NCI AGENCY SIGNATURE SHEET	
1. Original Number ___ of ___	2. Purchase Order No.:
3. Contract Number: CO-14247-SEMARCOMM	4. Effective date: <i>see block 17</i>
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency Avenue du Bourget 140 B-1110 Bruxelles Tel: +32(0)2 707 8591 Fax: +32(0)2 707 8770
<b>7. CONTRACT SCOPE:</b> This is a firm fixed price contract for the provision of Secure Maritime Communications (SEMARCOMM) capability to six NATO ships.  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>  Firm Fixed Price: [Currency] _____ Delivered Duty Paid (DDP) (Incoterms 2010)	
<b>9. DELIVERY:</b> See Part I – Schedule of Supplies and Services, and Part IV – Statement of Work	<b>10. SHIP TO / MARK FOR:</b> See Part I – Schedule of Supplies and Services, and Part IV – Statement of Work; Terms of Delivery: DDP to final destination; Purchaser is exempt from VAT and Customs Duties.
<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. [...] currently in effect with the Purchaser, and Special Contract Conditions attached to this Purchase Order.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signatory	15. Name and Title of Signatory
16. Date signed by the Contractor	17. Date signed by the Purchaser

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RFQ-CO-14247-SEMARCOMM

Book II Part I



**RFQ-CO-14247-SEMARCOMM**

**BOOK II**

**PART I**

**SCHEDULE OF SUPPLIES AND SERVICES**

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RFQ CO-14247-SEMARCOMM CLIN Summary							
CLIN	Description	SOW Reference	Schedule	Location	QTY	Unit price	Total price
<b>1</b>	<b>Project Management</b>						
1.1	Project Management	Section 2			-		
1.2	Project Implementation Plan (PIP)	2.3	EDC + 2 Weeks	NCI Agency	-		
1.3	Project Status Reports (PSR)	2.4	1 Week before each PRM	NCI Agency	-		
1.4	Project Review Meetings (PRM)	2.4	EDC + 4 Weeks EDC + 8 Weeks EDC + 12 Weeks EDC + 18 Weeks	Contractor Premises Contractor Premises NCI Agency NCI Agency	-		
<b>TOTAL CLIN 1</b>							
<b>2</b>	<b>System Design and Integration</b>						
2.1	System Design Specification (SDS)	3.2.2	EDC + 2 Weeks	NCI Agency	-		
2.2	System Design Review	3.2.3	EDC + 4 Weeks	Contractor Premises	-		
2.3	System Integration	3.3	EDC + 12 Weeks	Contractor Premises	-		
<b>TOTAL CLIN 2</b>							
<b>3</b>	<b>Integrated SEMARCOMM KIT</b>						
3.1	Laptop (includes 1 spare) with PSU	A8.6	EDC + 14 Weeks	CSSC Brunssum	7		
3.2	Satellite terminal with PSU	A8.4; A1.2.5(5)	EDC + 14 Weeks	CSSC Brunssum	6		
3.3	Printer + cartridges (includes 1 spare) + PSU	A8.5	EDC + 14 Weeks	CSSC Brunssum	7		
3.4	SECRET level handset (IP Phone)(includes 1 spare) + PSU	A8.3	EDC + 14 Weeks	CSSC Brunssum	7		
3.5	Transport Cases	A4.1	EDC + 14 Weeks	CSSC Brunssum	12		
3.6	Software	A5.6; A2.2.5; A2.2.6	EDC + 14 Weeks	CSSC Brunssum	6		
3.7	Ancillaries	A1.2.5(8)	EDC + 14 Weeks	CSSC Brunssum	6		
<b>TOTAL CLIN 3</b>							
<b>4</b>	<b>Integrated Logistics Support</b>						
4.1	1 Year Warranty	4.4	FSA + 12 Months		-		
4.2	Transportation of Equipment to Brunssum, NL	4.3	EDC + 14 Weeks	CSSC Brunssum	-		
<b>TOTAL CLIN 4</b>							
<b>5</b>	<b>System Documentation</b>						
5.1	System configuration	5.2.2	EDC + 12 Weeks	CSSC Brunssum	-		
5.2	Manuals	5.2.3	EDC + 12 Weeks	CSSC Brunssum	-		
<b>TOTAL CLIN 5</b>							
<b>6</b>	<b>Training</b>						
6.1	Training Material	6.5	EDC + 14 Weeks	NCI Agency	-		
6.2	Training	6.6	EDC + 16 Weeks	NCI Agency (Netherlands)	-		
<b>TOTAL CLIN 6</b>							
<b>7</b>	<b>Testing and Acceptance</b>						
7.1	First Article System Test (FAST)	7.2	EDC + 8 Weeks	Contractor Premises	-		
7.2	Provisional System Acceptance Test	7.3	EDC + 13 Weeks	Contractor Premises	-		
7.3	Test Plans and Reports	7.6, 7.8	EDC + 14 Weeks	NCI Agency	-		
7.4	Provisional System Acceptance (PSA)	7.4	EDC + 14 Weeks	NCI Agency	-		
7.5	Final System Acceptance (FSA)	7.5	EDC + 18 Weeks	NCI Agency	-		
<b>TOTAL CLIN 7</b>							
<b>GRAND TOTAL FIRM FIXED PRICE (CLINS (1-7))</b>							

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RFQ-CO-14247-SEMARCOMM

Book II Part II



**RFQ-CO-14247-SEMARCOMM**

**BOOK II**

**PART II**

**CONTRACT SPECIAL PROVISIONS**

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**CONTRACT SPECIAL PROVISIONS  
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**ARTICLE 1 SCOPE**

- 1.1 The scope of this Contract is to provide a Secure Maritime Communications (SEMARCOMM) capability. The scope includes the design, implementation and delivery of the SEMARCOMM capability, including the integration of Purchaser Furnished Equipment and Services, and the configuration and testing of the equipment.
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

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

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

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

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

Clause 3 – “Purchaser Furnished Property” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 35 – “PURCHASER FURNISHED PROPERTY”.

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

Clause 7 – “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 11 – “INSPECTION AND ACCEPTANCE” and ARTICLE 12 – “REVIEW AND ACCEPTANCE OF DOCUMENTATION”.

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

Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by ARTICLE 23 – “RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE”.

**ARTICLE 3 ORDER OF PRECEDENCE**

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

**ARTICLE 4 DEFINITIONS**

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

**ARTICLE 5 DURATION OF CONTRACT**

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

**ARTICLE 6 PRICE BASIS**

- 6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 6.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010).

**ARTICLE 7 ADDITIONAL CONTRACT TASKS AND OPTIONS**

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.2 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.
- 7.3 In addition to the above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or deliverables, listed or not, either occasionally or at a further stage in the life of the project, which it deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the "Summary Price" rates provided by the Contractor as part of its proposal and included in this Contract by reference.

- 7.4 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.
- 7.5 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

## **ARTICLE 8 PARTICIPATING COUNTRIES**

- 8.1 The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 8.2 None of the work, including project design, labor and services, shall be performed other than by firms from and within Participating Countries.
- 8.3 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 8.4 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

## **ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 9.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 9.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.
- 9.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with

respect to the aforesaid specifications as are in effect on the date of award of this Contract.

- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
  - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 9.4 Notwithstanding the "Changes" Clause of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

## **ARTICLE 10 PLACE AND TERMS OF DELIVERY**

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

## **ARTICLE 11 INSPECTION AND ACCEPTANCE**

- 11.1 Clause 7 "Inspection, Acceptance and Rejection" of BOA No. [...] General Provisions is hereby supplemented with this Article:
- 11.2 The supplies and services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 11.4 Under the terms of this Contract, Acceptance will be made in three (3) steps:
- 1. Upon Purchaser Acceptance of First Article System Test (FAST) as specified in Article 7.2 of Part IV SOW.
  - 2. Upon Provisional Site Acceptance (PSA) as specified in Article 7.4 of Part IV SOW.

3. Upon successful Final System Acceptance (FSA) at which time the Purchaser will take Title and Warranty will start.

- 11.5 Review and Acceptance of documentation is specified in below Article 12 of the Special Contract Provisions.

## **ARTICLE 12            REVIEW AND ACCEPTANCE OF DOCUMENTATION**

- 12.1 Clause 7 "Inspection, Acceptance and Rejection" of BOA No. [...] General Provisions is hereby supplemented with this Article.
- 12.2 Unless otherwise specified in the Statement of Work:
- 12.3 Upon delivery of the Draft Deliverable items, the Purchaser will have a period of two (2) weeks to review the items. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance within the Scope of Work. When applicable, a presentation of the deliverable item including the Purchaser's comments will be made by the Contractor to the Purchaser, at a time which coincides with a progress meeting.
- 12.4 During the review, if the specific Item requires proposal of dates for delivery or reviews, the Purchaser will either accept or adjust the proposed dates.
- 12.5 Within two weeks after receipt of the Purchaser's comments (and associated progress meeting if appropriate), the Contractor shall incorporate changes, revisions and corrections required by the Purchaser and present the revised deliverable in Final Form to the Purchaser for inspection in accordance with the delivery dates specified in the Schedule or approved by the Purchaser.
- 12.6 The Contractor shall not have the right to ask for additional periods if the delivered draft is considered not satisfactory by the Purchaser and therefore requires many changes and/or corrections.
- 12.7 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.
- 12.8 The acceptance by the Purchaser of the Contractor's documentation required by this Contract signifies that the documents delivered appear logical and consistent. The acceptance does not constitute an endorsement or approval of the design or proposed implementation by the Purchaser and does not relieve the Contractor of the obligation to meet the schedule and the performance requirements of this Contract in the event that the design eventually proves to be non-compliant in factory or field testing.

**ARTICLE 13 TITLE AND RISK OF LOSS**

- 13.1 Clause 5 “Title and Risk of Loss” of BOA No. [...] General Provision is supplemented by the following:
- 13.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon Final System Acceptance (FSA) as defined in the SOW.

**ARTICLE 14 INVOICES AND PAYMENT**

- 14.1 This Article replaces Clause 8 – “Payments” of BOA No. [...] Special Provisions.
- 14.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 14.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 14.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-14247-SEMARCOMM
  - b) Contract Amendment number (if any),
  - c) Purchase Order number PO [...],
  - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
  - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 14.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:
- a) Upon Purchaser acceptance of First Article System Test (FAST) and Test Report associated with CLINs 7.1 and 7.3:
    - 50% of the total value of CLIN 1
    - 50% of the total value of CLIN 2
  - b) Upon successful Purchaser confirmed Provisional System Acceptance (PSA) and Test Report associated with CLINs 7.4 and 7.3:
    - 50% of the total value of CLIN 1
    - 50% of the total value of CLIN 2
    - 75% of the total value of CLIN 3
    - 75% of the total value of CLIN 5
    - 100% of the total value of CLIN 6
    - 75% of the total value of CLIN 7
  - c) Upon successful Purchaser confirmed Final System Acceptance (FSA) associated with CLIN 7.5:
    - 25% of the total value of CLIN 3

- 100% of the total value of CLIN 4
- 25% of the total value of CLIN 5
- 25% of the total value of CLIN 7

- 14.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 "Taxes and Duties" of the BOA No. [...] General Provisions.
- 14.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 14.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 14.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 14.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 14.11 The invoice shall contain the following certificate:  
*"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."*
- 14.12 The certificate shall be signed by a duly authorised company official on the designated original.
- 14.13 Invoices referencing "**CO-14247-SEMARCOMM/ PO [...]**" shall be submitted to:  
  
NATO Communications and Information Agency  
Financial Management Unit (FMU)  
Avenue du Bourget 140  
B-1110 Brussels  
Belgium
- 14.14 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

## **ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS**

- 15.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 19 "Termination for Default" of BOA No. [...] General Provisions.



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

Type of Agreement	National Authority of Reference	Subject

## ARTICLE 16 WARRANTY

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

to agree a resolution approach. The resolution of defects remains the Contractor's responsibility within the warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor's facility.

- 16.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.
- 16.6 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 16.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
  - b. equitably reduce the Contract price; and/or
  - c. terminate for default that portion of the Contract relating to the defective work.
- 16.8 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 16.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA No. [...] General Provisions.

## **ARTICLE 17            CONTRACT ADMINISTRATION**

- 17.1 The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 17.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall

only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

- 17.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official Points of Contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 17.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 17.5 All notices and communications shall be effective on receipt.
- 17.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Ms Viktorija Navikaite Title: Senior Contracting Assistant Tel: +32 2 707 8210 Fax: +32 2 707 8770 E-mail: viktorija.navikaite@ncia.nato.int	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn: Title: Tel: E-mail:	For technical/project management matters: Attn: Title: Tel: Fax: E-mail:

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

## ARTICLE 18 SUB-CONTRACTORS

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

**ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY**

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

**ARTICLE 20 LIQUIDATED DAMAGES**

- 20.1 If the Contractor fails to:
- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or
  - b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,
- the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 20.1.a and 20.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in the Article 14 "Invoices and Payments" of the Contract Special Provisions.
- 20.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 "Termination for Default" of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 20.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause "Termination for Default" of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the

delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.

- 20.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 20.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- 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 21        SECURITY**

- 21.1 This Article supplements Clause 27 "Security" of BOA No. [...] General Provisions.
- 21.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 21.3 The security classification of this Contract is "NATO UNCLASSIFIED".
- 21.4 Contractor's personnel visiting or working at Purchaser's facilities in connection with this Contract shall hold a confirmed NATO SECRET security clearance valid for the duration of the Contract at the Effective Date of Contract (EDC). This requirement applies to all sub-Contracts issued by the Contractor for the effort under this prime Contract.
- 21.5 It is the responsibility of the Contractor to ensure that its personnel obtain the required security clearances and transmit this information to the Purchaser and to the sites to be visited at least 3 weeks before personnel deployment that the site may perform the appropriate administration.
- 21.6 The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
- 21.7 The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
- 21.8 If during the performance of the Contract, Contractor's personnel need to be escorted because of non-availability of the security clearance required by the Site, the Contractor shall pay to the Purchaser a compensatory fee of 500 Euro per day of escort that may be deducted by the Purchaser univocally and at its sole discretion from any invoice submitted and relevant to the performance under this Contract.

- 21.9 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance applicable security regulations.
- 21.10 In the absence of valid security clearances for the Contractor's personnel during the performance of the Contract, the Purchaser reserves the right to terminate the Contract for Default as per the "Termination for Default" Clause of the BOA General Provisions.

## ARTICLE 22 KEY PERSONNEL

- 22.1 The key personnel proposed by the Contractor in its Project Management Plan and that satisfy the personnel requirements laid down in the SOW are considered to be key to the performance of this Contract and may not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.
- 22.2 If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.
- 22.3 The following personnel are considered to be Key Personnel for successful contract performance and are subject to the provisions of this Article as set forth in the following paragraphs:

Key Personnel	Name	Function within organisation
Project Manager		
Technical Lead		
[other if necessary]		

- 22.4 Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual's non-availability (e.g., resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within 10 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.
- 22.5 Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.
- 22.6 In the event of a substitution of any key personnel listed in paragraph 22.3 above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:
- Full details of professional and educational background;
  - Evidence that the personnel is qualified in pertinent contract related areas per the SOW.
- 22.7 The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or

are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted.

- 22.8 Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of its responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.
- 22.9 After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.
- 22.10 The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present Contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with paragraph 22.5 and 22.6 above.
- 22.11 In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract in accordance with the terms of the General Provisions Clause entitled "Termination for Default".
- 22.12 Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.
- 22.13 The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.
- 22.14 The Purchaser may, for just cause, require the Contractor to remove its employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice for default and the remedies to be sought by the Purchaser.

## **ARTICLE 23            RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE**

- 23.1 Clause 31 – "Rights in Technical Data" of BOA No. [...] General Provisions is replaced by the following:
- 23.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data,

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

## **ARTICLE 24            INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES**

- 24.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries. The Contractor shall exclude from its prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilized free of charge by member nations of NATO and by NATO organization.
- 24.2 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- The royalties excluded from its price for patent utilised under the agreements mentioned in the previous paragraph;
  - The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.
- 24.3 Any use of Contractor Background IPR (identified at Annex A to Contract Special Provisions) for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR. Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 24.4 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause. Subcontractor Background IPR used for the purpose of carrying out the Work pursuant to the Contract shall be identified at Annex B to Contract Special Provisions.



**ARTICLE 25 INDEMNITY**

- 25.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 24 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 25.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 25.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 25.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

**ARTICLE 26 TECHNICAL DIRECTION**

- 26.1 At each site of efforts, the Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.
- 26.2 In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, it shall immediately inform in writing the Purchaser Contracting Authority, who will either confirm or revoke such direction within two weeks after notification by the Contractor. If such direction is confirmed as a change, this change will be formalized by written amendment to the Contract pursuant to Clause 12 "Changes" of BOA No. [...] General Provisions.
- 26.3 Failure of the Contractor to notify the Purchaser Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

**ARTICLE 27 CARE AND DILIGENCE OF PROPERTY**

- 27.1 The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment and vegetation (such as trees, shrubs and grass) on the work site. If the Contractor damages any such buildings, walls, equipment or vegetation on the work site, it shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If it fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 27.2 The Purchaser shall exercise due care and diligence for Contractor's furnished equipment, tools and materials on site premises. The Purchaser will not assume any liability except for gross negligence and willful misconduct on the part of the Purchaser's personnel or agents.
- 27.3 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

**ARTICLE 28 INDEPENDENT CONTRACTOR**

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

**ARTICLE 29 APPLICABLE REGULATIONS**

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

**ARTICLE 30 AUDITING AND ACCOUNTING**

- 30.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 30.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 14 "Invoices and Payment" of the Contract Special Provisions.
- 30.3 In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA No. [...] General

Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

#### **ARTICLE 31            RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT**

- 31.1 The Contractor shall inform its employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 31.2 Specifically, Contractor personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract.
- 31.3 The selection of adequate personnel shall remain sole responsibility of the Contractor.

#### **ARTICLE 32            PERFORMANCE GUARANTEE**

- 32.1 Not applicable.

#### **ARTICLE 33            TRANSPORTATION OF EQUIPMENT**

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

#### **ARTICLE 34            ASSIGNMENT**

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

#### **ARTICLE 35            PURCHASER FURNISHED PROPERTY**

- 35.1 This Article revises and supplements Clause 3 – “Purchaser Furnished Property” of BOA No. [...] General Provisions.
- 35.2 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance

dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 12 "Changes" of BOA No. [...] General Provisions.

- 35.3 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorize repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 12 "Changes" of BOA No. [...] General Provisions.
- 35.4 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 35.5 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 35.6 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 35.7 The inventory shall note whether:
- a) The property was consumed or incorporated in fabrication of final deliverable(s);
  - b) The property was otherwise destroyed;
  - c) The property remains in possession of the Contractor;
  - d) The property was previously returned.
- 35.8 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorized by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 35.9 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorized by the Purchaser or directed by the terms of the Contract.
- 35.10 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

**ANNEX A: CONTRACTOR BACKGROUND IPR**

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

ITEM	DESCRIPTION

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

The Background IPR stated above complies with the terms specified in Article 24 of Contract Special Provisions.

**ANNEX B: LIST OF SUBCONTRACTOR IPR**

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

ITEM	DESCRIPTION

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

The Subcontractor IPR stated above complies with the terms specified in Article 24 of Contract Special Provisions.



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

**RFQ-CO-14247-SEMARCOMM**

**Provide Secure Maritime Communications  
(SEMARCOMM)**

**Book II, PART IV**

**STATEMENT OF WORK  
(SoW)**

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## **SECTION 1. INTRODUCTION**

### **1.1. Purpose**

- 1.1.1. The purpose of this Statement of Work (SoW) is to describe the requirements for the Secure Maritime Communications (SEMARCOMM) capability and the related responsibilities, effort and services to be provided by the Contractor.

### **1.2. Key Requirements**

- 1.2.1. The SEMARCOMM capability shall provide communications to six ships including:
  - (1) PSTN calls to, from and between the ships.
  - (2) SECRET level instant messaging, file transfer and voice between the ships.
- 1.2.2. The SEMARCOMM capability shall operate reliably regardless of ship positions and weather conditions.
- 1.2.3. The SEMARCOMM capability shall consist of Commercial Off-The-Shelf (COTS) products, Purchaser furnished subscriptions to commercial satellite services, and Purchaser furnished software and encryption equipment.
- 1.2.4. The SEMARCOMM capability shall be implemented as self-contained units, for one user per ship, which shall be easy to transport, install, operate and remove.

### **1.3. Standards for interpretation of the Statement of Work**

- 1.3.1. The use of “include” in this Statement of Work shall be interpreted as “include, but not (be) limited to”.

### **1.4. Scope**

- 1.4.1. The subscriptions to commercial satellite services are not in the scope of the Contract but shall be integrated as Purchaser Furnished Services, part of an existing airtime contract held by the Purchaser.
- 1.4.2. The installation of equipment on board of the ships is not in the scope of the Contract.
- 1.4.3. The Purchaser furnished services, software and encryption equipment may not be made available to the Contractor.

## **SECTION 2. PROJECT MANAGEMENT**

### **2.1. Introduction**

- 2.1.1. This section outlines the Project Management area of the SEMARCOMM contract.

### **2.2. Project Organisation**

#### **2.2.1. Purchaser Project Team**

- 2.2.1.1. The Purchaser Project Manager (PM) will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser from the Effective Date of Contract (EDC).
- 2.2.1.2. The Purchaser PM will be supported by specialists in certain areas who may, from time to time, be delegated to act on the PM's behalf in their area of expertise.
- 2.2.1.3. All changes to the Contract will be made through the Purchaser's Contracting Officer only.

#### **2.2.2. Contractor Project Team**

- 2.2.2.1. The Contractor shall provide all necessary suitably qualified manpower and resources to conduct and support the project and shall as a minimum include:
  - 2.2.2.1.1. Project Manager: The Contractor shall designate a suitably qualified Project Manager (PM), who will direct and co-ordinate the activities of the Contractor's project team. The Contractor's PM shall be the primary contact for the Purchaser's PM and shall conduct all project meetings.
  - 2.2.2.1.2. Technical Lead: The Contractor shall designate a suitably qualified Technical Lead for the project. The Technical Lead shall lead the analysis, design, development, integration, testing and follow-on enhancement efforts of the Contractor.

### **2.3. Project Implementation Plan (PIP)**

- 2.3.1. The Contractor shall provide a Project Implementation Plan (PIP), which shall describe how the Contractor will implement the Project.
- 2.3.2. The PIP shall be provided to the Purchaser for review and acceptance within two (2) weeks after Effective Date of Contract (EDC). The PIP will be

reviewed by the Purchaser and comments submitted to the Contractor no later than five (5) working days after receipt.

- 2.3.3. The approval of the PIP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from its responsibilities to meet the requirements stated in this SoW.
- 2.3.4. The PIP shall be kept up to date throughout the project, and shall be subject of review at each Project Review Meeting (PRM), until and including Provisional System Acceptance (PSA).
- 2.3.5. The PIP shall include the sections listed and described here below:
  - (1) Project Overview, which shall provide an executive summary overview of the offered SEMARCOMM capability.
  - (2) Project Management Plan which clearly describes the implementation of the project.
  - (3) The Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project.
    - a. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them.
    - b. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources.
    - c. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.
    - d. The PMS shall be provided in Microsoft Project format.
  - (4) Project Personnel, which shall include the curriculum vitae and security clearance information for the personnel proposed for this project listed in SoW Section 2.

## **2.4. Project Meetings**

### **2.4.1. General**

- 2.4.1.1. Except where otherwise stated in the Contract, the following provisions shall apply to all meetings to be held under the Contract.
- 2.4.1.2. The Contractor shall take meeting minutes, submit them within three working days of the meeting in draft version to the Purchaser for approval.

2.4.1.3. The participants shall not regard these minutes as a mechanism to change the terms, conditions or specifications of the Contract, or as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by agreement, amendment or by authorised mechanisms as set forth in the Contract.

2.4.1.4. Any documentation, even in draft format, that may be useful to the Purchaser in preparing for meetings and ensuring efficient discussions during the meetings shall be provided to the Purchaser no later than 5 working days before the meeting.

#### 2.4.2. **Project Review Meetings**

2.4.2.1. The Contractor shall coordinate and hold the following Project Review Meetings (PRM) with the Purchaser:

- a. PRM 1 includes System Design Review Meeting
- b. PRM 2 includes First Article System Test (FAST) Meeting
- c. PRM 3
- d. PRM 4 includes Final Systems Acceptance (FSA) Meeting

2.4.2.2. One week before each PRM the Contractor shall provide a Project Status Report (PSR), with the status of all on-going tasks, the status of the Contract deliverables, and identifying any changes to the System Design Specification (SDS), Risk Log and Issue Log.

2.4.2.3. Problems shall be identified and discussed with the Purchaser Project Manager promptly, and shall not be held over until the next PRM. Problems should not remain undisclosed in between meetings.

2.4.2.4. The location of PRM 3 and PRM 4 shall be at the Purchasers premises in Brussels (BEL), Mons (BEL) or Northwood (UK) and when possible, it shall be scheduled with other project meetings. When deemed necessary by the Purchaser the PRM shall be held in an alternate location.

#### 2.4.3. **System Design Review Meetings**

2.4.3.1. The Contractor shall host the PRM 1/System Design Review Meeting (paragraph 3.2.3) 4 weeks after EDC.

2.4.3.2. In addition to the scope and requirements for System Design Review as described at 3.2.3, the Contractor shall provide the following, if applicable, at all design reviews:

- (1) Changes to the PMS
- (2) Cost considerations
- (3) Risk assessment of proposed changes, and an update of the Risk Log and Issue Logs, steps to mitigate any risks identified in the Risk Log.

**2.4.4. Other Meetings**

- 2.4.4.1. The Purchaser shall host all other meetings unless there is a specifically agreed need to review material, witness technical demonstrations or testing, or perform any other activity outside of the Purchaser's premises, as part of the meeting.
- 2.4.4.2. Upon approval by the Purchaser's PM, the Contractor shall schedule, organise, and conduct such meetings.

**SECTION 3. SYSTEM DESIGN AND INTEGRATION****3.1. General**

- 3.1.1. This section outlines the System Design and Integration tasks of the SEMARCOMM Contract.

**3.2. System Design****3.2.1. General**

- 3.2.1.1. The Contractor shall design the SEMARCOMM capability to meet the requirements set out in the System Requirements Specifications (SRS, Appendix A).
- 3.2.1.2. The SEMARCOMM capability shall consist of Commercial Off-The-Shelf (COTS) products, Purchaser Furnished Equipment (PFE) and Purchaser Furnished Services (PFS).

**3.2.2. System Design Specification (SDS)**

- 3.2.2.1. The Contractor shall establish and maintain the SEMARCOMM capability System Design Specification (SDS). The SDS shall be delivered at two (2) weeks after EDC.
- 3.2.2.2. The System Design Specification (SDS) shall include the following information:
- (1) Physical breakdown of the SEMARCOMM capability into Hardware, Software and Firmware Configuration Items (CI, refer to §4.1.1 for CI identification).
  - (2) Integration of the SEMARCOMM capability Hardware and Software components with the PFS and PFE, demonstrating meeting the Functional Requirements (A.2) and Performance Requirements (A.3), including a brief motivation for the selection of the components, a description of the components with their settings, and a network diagram.
  - (3) Physical design demonstrating meeting the requirements for Packaging (A.4.1) and Size and Weight (A.4.3).
  - (4) Manufacturer datasheets of all equipment, demonstrating compliance with the Environmental Requirements (A.7) and the Equipment Miscellaneous Requirements (A.8).



### **3.2.3. System Design Review**

- 3.2.3.1. The Contractor shall conduct PRM 1/ System Design Review Meeting with the Purchaser, at four (4) weeks after EDC.
- 3.2.3.2. During the System Design Review, the Contractor shall cover the following topics:
  - (1) System Design, as presented in the System Design Specification (SDS), including any change request, or off-specification.
  - (2) Draft Test and Acceptance Plan (TAP).
  - (3) Project Management topics as identified in 2.4.3.2.
- 3.2.3.3. The duration of the review period of the SDS by the Purchaser will be two (2) weeks, i.e. will be finished by four (4) weeks after EDC.
- 3.2.3.4. A second System Design Review shall be conducted if the changes requested after the first meeting require the Contractor to re-engineer the solution in any way.
- 3.2.3.5. Purchaser review and acceptance of the SDS does not imply Purchaser acceptance of the SEMARCOMM capability design. It remains the sole responsibility of the Contractor to prove the design through the regime of testing set forth in the Contract. It will be the sole responsibility of the Contractor in the event that the system proves deficient in meeting the Contractual requirements.
- 3.2.3.6. The Contractor shall update the SDS and TAP, in order to reflect changes, if any, and present it to the Purchaser two weeks in advance of each of the following major milestones:
  - (1) The second System Design Review, if required.
  - (2) FAST and PSA testing.
  - (3) The Final System Acceptance (FSA).

### **3.3. System Integration**

#### **3.3.1. General**

- 3.3.1.1. The Contractor shall be responsible for the integration of the SEMARCOMM capability such that it meets the requirements of the SRS. This integration shall cover:
  - (1) Contractor provided components as per § 3.3.2.
  - (2) Purchaser Furnished Services (PFS) as per §3.3.3.

(3) Purchaser Furnished Equipment (PFE) as per §3.3.4.

**3.3.2. Contractor provided components**

3.3.2.1. Contractor provided hardware and software components shall be integrated in accordance with the SRS.

3.3.2.2. The laptop Operating System is PFE and will not be provided to the Contractor and therefore, apart from the design, the integration activities by the Contractor on the software applications will be limited to preparing the systems used during the First Article System Test (7.2), and documenting the applications integration, including System Configuration (5.2.2), WAN Optimization (A.2.4) and manuals (5.2.3).

3.3.2.3. For the software components installation media and licenses shall be provided to the Purchaser which shall enable the Purchaser to (re)install and operate all Contractor provided software on all SEMARCOMM laptops. The Purchaser shall not have to undertake any action to migrate licenses.

**3.3.3. Purchaser Furnished Services (PFS)**

3.3.3.1. The PFS comprise:

- (1) Subscriptions to Commercial Satcom Services of Iridium and Inmarsat.
- (2) Management of the IP encryption device (PFE).

3.3.3.2. The PFS integration activities by the Contractor shall include:

- (3) Selection of one of the Commercial Satcom Services based on the SRS.
- (4) Design of the SEMARCOMM capability using the PFS to meet the SRS.
- (5) Configuration of the satellite terminals for subscription to the PFS.

3.3.3.3. The PFS may not be made available to the Contractor.

**3.3.4. Purchaser Furnished Equipment (PFE)**

3.3.4.1. The Purchaser Furnished Equipment comprises:

- (1) The Microsoft Windows 7 Operating System.
- (2) Office applications.
- (3) The IP encryption device for each SEMARCOMM unit, which is further specified in Appendix B.
- (4) A laminated A4- sized quick setup card.

3.3.4.2. The PFE integration activities by the Contractor shall include:

- (1) Design of the SEMARCOMM capability incorporating the PFE to meet the SRS.
- (2) Physical integration of the PFE and its accessories as specified in the SRS.
- (3) Configuration and operation of the PFE will be performed by the Purchaser.

## **SECTION 4. INTEGRATED LOGISTICS SUPPORT (ILS)**

### **4.1. Maintenance and Support**

- 4.1.1. The Contractor shall be responsible for all levels of Maintenance and Customer Support until FSA (except for PFE). After FSA, all levels of Maintenance and Customer Support will be provided by the NCI Agency (except for warranty).

### **4.2. Configuration Management**

- 4.2.1. Configuration Item (CI) Identification.
  - 4.2.1.1. All hardware, firmware and software shall be designated as CIs;
  - 4.2.1.2. Where COTS can be installed in a modular fashion, the description of the CI shall unambiguously identify the complete list of installed components;
  - 4.2.1.3. Every CI shall have a unique identifier;
  - 4.2.1.4. The level of granularity for the Configuration Item selection shall reach at minimum:
    - 4.2.1.4.1. Line Replaceable Units (LRUs) - Hardware CIs,
    - 4.2.1.4.2. Software Assets and/or Firmware - Software CIs,
    - 4.2.1.4.3. Documentation delivered under this Contract - Documentation CIs.
  - 4.2.1.5. The Hardware CI attributes shall include the Material Datasheet information (see 4.3.2);
  - 4.2.1.6. The Software CI attributes shall include, but is not limited to, the ACMP-1 definitions;
  - 4.2.1.7. The Documentation CI attributes shall include, but is not limited to, the Contract Schedule of Supplies and Services (SSS);
- 4.2.2. Configuration Verification
  - 4.2.2.1. Upon request from the Purchaser, the Contractor shall support configuration audits to demonstrate that the actual status of all CIs matches

### **4.3. Packaging, Handling, Storage and Transportation (PHS&T)**

- 4.3.1. Delivery of Hardware Baseline

- 4.3.1.1. The Contractor shall deliver all equipment under this contract to the NATO CIS Sustainment Support Centre at the following address:

NATO Communications and Information Agency  
CIS Sustainment Support Centre  
JFC Headquarters  
Building 204  
Rimbürgerweg 30,  
6445 PA Brunssum,  
The Netherlands

- 4.3.1.2. The CSSC PoC is:

Mr Hendrikus Hopmans  
Tel: +31-455262212  
E-mail: [hendrikus.hopmans@ncia.nato.int](mailto:hendrikus.hopmans@ncia.nato.int)

- 4.3.1.3. All deliveries must be made in working hours of the CSSC which are Monday to Thursday 0730-1630hrs, Friday 0730-1400hrs.

- 4.3.1.4. The NCIA PoC for all shipment instruction and shipment request is:

NCI Agency  
Attn.: Mr Carlos Rodrigues  
Senior ILS Assistant  
SHAPE  
B- 7010  
Belgium  
Tel: +32 (0)65 44 7523  
E-mail: [carlos.rodrigues@ncia.nato.int](mailto:carlos.rodrigues@ncia.nato.int)

- 4.3.2. System Inventory/ Material Data Sheet (MDS)

- 4.3.2.1. The Contractor shall provide ten (10) working days before the first delivery in electronic format a Material Data Sheet that, as a minimum, shall include the data elements cited with an “M” mandatory below, if applicable. This listing, amended as necessary, shall be used for acceptance purposes and to create data element entries in the NATO Accounting system.
- 4.3.2.2. The final System Inventory shall be provided as a hard copy as well as on electronic media in Microsoft Excel or Access database format. Details on the exact format of the various data elements to be adopted will be communicated following contract award. An inventory template together

with a full content description for each column (electronic format) shall be provided to the Contractor at the time of contract award. For information purposes, the minimum inventory/equipment data elements required are as follows:

- a. Contract Customer Line Item Number (CLIN);
  - b. NATO Stock Number (NSN - if available);
  - c. Nomenclature – **M**;
  - d. Expendable/Repair code XB/ND – **M**;
  - e. True Manufacturer Part Number – **M**;
  - f. True Manufacturer Cage Code – **M** (or complete name and address);
  - g. Vendor/Contractor Cage Number (or complete name and address) – **M**;
  - h. Vendor/Contractor Part Number – **M**;
  - i. Quantity ordered-**M**;
  - j. Order Unit – **M**;
  - k. Serialized Item Tag – **M**;
  - l. Serial number – **M**;
  - m. Serial number software revision level;
  - n. Serial number hardware revision level;
  - o. Other serial number attributes;
  - p. Currency – **M**;
  - q. Unit Price – **M**;
  - r. Warranty expiration date – **M**;
  - s. Receiving NATO Depot;
  - t. Extended Line Item Description;
  - u. Part Number of next higher assembly;
  - v. Quantity in the next higher assembly.
- (**M** is Mandatory)

#### 4.3.3. Preservation and Packaging

- 4.3.3.1. The Contractor shall ensure that the various supplies will be transported, packaged, crated, or otherwise prepared in accordance with the best commercial practices for the types of supplies involved, giving due

consideration to shipping and other hazards associated with the transportation of consignments to overseas.

- 4.3.3.2. The Contractor shall ensure that packing lists are provided in such a way as to permit easy identification of the items to be delivered to destinations. These packing lists shall accompany the shipment. Each individual box from a consignment shall have one packing list in weather proof envelope affixed to the outside of each box that indicates exactly what is contained inside. One copy shall also be put inside each box.
- 4.3.3.3. A detailed description of packaging to be used shall be provided.
- 4.3.3.4. Any special packaging materials required for the shipment of items shall be provided by the Contractor.
- 4.3.4. Package Marking
  - 4.3.4.1. The packages, palettes and/ or containers in which supplies are transported shall, in addition to normal mercantile marking, show on a separate nameplate the project name, contract number and shipping address.
  - 4.3.4.2. All hardware packaging supplied shall be marked as applicable with the true manufacturer's part number, serial number and revision level as identified in the relevant technical documentation.
- 4.3.5. Packing Lists
  - 4.3.5.1. Packing lists shall accompany each shipment, which shall as a minimum include the following:
    - (1) The NCIA contract number;
    - (2) The NCIA Project Title;
    - (3) Item description;
    - (4) Item part number and serial number;
    - (5) CLIN number as per the SSS;
    - (6) Name and address of the Contractor/ Sender, the Purchaser and Consignor;
    - (7) Detailed weight and dimensions per box/pallet/container;
    - (8) Box number and number of boxes in the consignment.
  - 4.3.5.2. Two copies of the packing lists shall be fastened in a sealed envelope on the outside of each box, palette and/ or container.

4.3.6. Customs Form 302

- 4.3.6.1. The Contractor shall ensure the timely request of Customs Forms 302 which are required for duty free import/export of supplies. Following receipt of the request by the Purchaser, normally a maximum of three working days is required for the issue of the form. This form is not required for movements within the European Union.
- 4.3.6.2. These forms shall be originals and cannot therefore be faxed but shall be mailed or sent by mail/express courier. In case that an express courier has to be used to ensure that the form is available in time before shipment, all associated costs shall be the responsibility of the Contractor.
- 4.3.6.3. The written request for a 302 form shall contain the following information:
  - (1) Purchaser Contract Number.
  - (2) 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, rail, sea, air, etc.
- 4.3.6.4. If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Customs Officer a written statement establishing that his country refuses to accept the Form 302. Only after having received Purchaser's approval the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertaining documents.
- 4.3.6.5. The Contractor shall inform forwarding agents of the availability of Form 302 and how this form is utilised to avoid the payment of customs duties. This Form 302 shall be added to the shipping documents to be provided to the carrier.
- 4.3.7. Notice of Shipment
  - 4.3.7.1. Ten (10) working days before each shipment of supplies, the Contractor shall provide the Purchaser with a notice of shipment comprising the following details:
    - (1) Shipment Date.
    - (2) Contract Line Item.
    - (3) Consignor and Consignee.



- (4) Number of Packages/Containers.
- (5) Final/Partial Shipment.
- (6) Mode of Shipment.
- (7) Number of 302 Forms used (if used).

#### **4.4. Warranty**

- 4.4.1. The Warranty period for all Hardware and Software CI's starts at FSA for the duration of one (1) calendar year.
- 4.4.2. Return of failed items to the Contractor is the responsibility of the Purchaser, at the expense of the Purchaser.
- 4.4.3. The Contractor shall provide detailed handling instructions, including help-desk or other Point of Contact information, to be contacted in case of a warranty claim.
- 4.4.4. The Contractor shall repair/ replace all CI's received through the Customer Support and/or Maintenance process and shall be responsible for returning the CI to the NATO CIS Sustainment Support Centre, at Brunssum, The Netherlands through express delivery or electronic submission within ten (10) working days after receipt at the Contractor premises, at the expense of the Contractor.
- 4.4.5. The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available ensuring SRS and PBL compliance.
- 4.4.6. The Contractor shall submit at the end of the Warranty period a Warranty Report that documents all identified Warranty cases, affected CI's, corrective actions, cost and schedule.

#### **4.5. Quality Control**

- 4.5.1. The Contractor shall establish, document and maintain an effective Quality Control System in accordance with AQAP-2110 and/or equivalent ISO Standards throughout the life-cycle of the Contract

#### **4.6. Quality Assurance**

- 4.6.1. The Contractor shall be responsible for the control of quality of all deliverables and associated Contractual products throughout the duration of the Contract

## **SECTION 5. DOCUMENTATION**

### **5.1. Documentation Format**

5.1.1. All the documentation to be provided under this Contract shall be written in English (preferably United Kingdom Standard).

5.1.2. Any COTS documentation shall be delivered in PDF format.

5.1.3. Any non-COTS documentation shall:

- (1) Have a clear title indicating the Contractual deliverable it pertains to, a reference and version number, and appropriate signature blocks demonstrating that the documentation has been subject to the Contractor's quality process.
- (2) Include a 'version history' block identifying at least for the last version the complete list of changes brought to the document since the previous version, and clearly indicating any superseded documents (including the previous version of the document).

Each change shall be identified at least by Section#, Page#, Nature of change. (A summary list is sufficient provided that the changes are tracked within the document, e.g. using the 'change tracking' mechanism in Microsoft Word, or some equivalent for other applications).

- (3) Be delivered in both Microsoft Office editable format and in PDF format
- (4) Be classified and labelled according to their official NATO classification.

### **5.2. System Documentation**

5.2.1. The System Documentation shall consist of:

- (1) System Design Specification (SDS), refer to § 3.2.2;
- (2) Integrated Logistics documentation, refer to SECTION 4;
- (3) System Configuration, refer to § 5.2.2;
- (4) Manuals, refer to § 5.2.3;
- (5) Test Plans and Test Reports (refer to SECTION 7 of this SoW);

#### **5.2.2. System Configuration**

5.2.2.1. The Contractor shall document for all components the settings that are required to operate as a SEMARCOMM system and instructions for how these settings are applied. Components include the satellite terminal,

handsets for PSTN and secure voice, Operating System, instant messaging and file transfer applications and IP encryption device. For the IP encryption device only the network settings (red IP address, black IP address, static routes) have to be provided, instructions for applying the settings are not required.

### 5.2.3. **Manuals**

#### 5.2.3.1. Equipment Operating & Maintenance Manuals

- 5.2.3.1.1. The Contractor shall provide Equipment Operating & Maintenance manuals, for all (non PFE) Hardware and Software installed in the SEMARCOMM units, including COTS and Contractor customized or developed items.
- 5.2.3.1.2. COTS manuals may require amendments by preparation of supplemental data to make them fully acceptable for Purchaser use.
- 5.2.3.1.3. The Equipment Operating & Maintenance Manuals shall cover at least:
  - (1) Installation instructions (including as applicable physical, electrical, software, safety, RF aspects etc.).
  - (2) Physical, power and environmental data.
  - (3) Functional descriptions.
  - (4) Performance data.
  - (5) Descriptions of all indicators, switches, switch positions, displays, menu's, settings etc.
  - (6) Operating instructions.
  - (7) Interfaces to external systems.
  - (8) Maintenance instructions.
  - (9) Fault finding techniques.
  - (10) Support equipment/tools description
  - (11) Administration instructions, including guidance on how to show, edit and save the System Configuration Files on the respective devices, together with default user or administrator passwords, as required.

**5.3. Documentation Delivery**

- 5.3.1. The documentation shall be made available in electronic format on electronic storage media (soft copy) and the manuals and training material shall also be made available in paper format (hard copy).
- 5.3.2. The manuals and training material shall be part of the packaging of each SEMARCOMM unit, and three additional copies of the manuals and training material shall be made available to the Purchaser.

## **SECTION 6. TRAINING**

### **6.1. General**

- 6.1.1. The Contactor shall provide training for the SEMARCOMM capability at the Purchaser premises in Northwood UK.

### **6.2. Audience**

- 6.2.1. The audience will be personnel of the Purchaser responsible for installation of the SEMARCOMM software on the laptops and of the satellite terminals on board of the ships.
- 6.2.2. The number of students will be six.
- 6.2.3. The Contractor shall assume that trainees will have proficiency in the English language, knowledge of the Microsoft Windows Operating System and basic engineering knowledge of transmission systems, routing and operating systems.

### **6.3. Training Contents**

- 6.3.1. The training shall cover:
- (1) Overview of the SEMARCOMM capability (functions, components).
  - (2) Satellite services:
    - a. Introduction of the Commercial Satellite Service (capabilities, coverage, cost).
    - b. Overview of the satellite terminal (interfaces, indicators, functions, supported services, performance etc.).
    - c. Installation at land (using the materials delivered as part of the SEMARCOMM, see A.8.4.4.) for testing and training.
    - d. Operation of the terminal (making PSTN calls, using data).
    - e. Installation of the terminal in a maritime environment (how to, where to install, hazards, materials, interference, protection against intrusion of water, etc.).
  - (3) Applications:
    - a. Overview of the instant messaging and file transfer applications (relevant features).
    - b. How to install/ configure the applications.
    - c. How to use the applications (operation, relevant menu's).

(4) Handset for SECRET level calls:

- a. Overview of phone (relevant features & properties).
- b. How to configure.
- c. How to make calls.

**6.4. Training Design**

- 6.4.1. The training shall focus on those areas that are relevant in the context of the use and installation of the SEMARCOMM capability.
- 6.4.2. The training shall maximize the active participation of the students, and make maximum use of hands-on exercises.

**6.5. Training Material**

- 6.5.1. The Contractor shall create a student handbook containing slides used during the training, and provide a hardcopy to each student.
- 6.5.2. All training material delivered under this Contract shall be subject to review and written approval by the Purchaser.
- 6.5.3. At least two (2) weeks prior to the delivery of the final version of the training material the Contractor shall deliver a complete draft of all training material for review by the Purchaser.
- 6.5.4. Upon acceptance of the draft version, the Contractor shall deliver the final version of the training material in accordance with the Schedule of Supplies and Services (SSS).

**6.6. Training Delivery**

- 6.6.1. The Contractor shall provide training at the Purchaser premises in Northwood, UK prior to the Provisional System Acceptance.
- 6.6.2. The estimated duration is one day, excluding any Contractor training preparation at the location.

**6.7. Trainer qualifications**

- 6.7.1. The trainer, or a subject matter expert supporting the trainer, shall have at least two years practical experience with the installation and operation of the satellite terminal in a maritime environment.
- 6.7.2. The Contractor shall provide evidence of the trainer qualifications.

## **SECTION 7. TESTING AND ACCEPTANCE**

### **7.1. Testing Approach**

- 7.1.1. The Purchaser requires a set of testing activities to verify the SEMARCOMM's capability's compliance with the requirements of the SoW.
- 7.1.2. The Contractor shall have the overall responsibility for meeting the SEMARCOMM's capability testing requirements and conducting all related activities. This includes the development of all test documentation required under this Contract, the conduct of all testing, and the evaluation and documentation of the tests results.
- 7.1.3. Airtime expenditures associated to development, FAST, PSA testing and training preparation will be borne by the Contractor using Contractor owned SIM cards.
- 7.1.4. The testing comprises:
  - (1) The First Article System Test (FAST).
  - (2) Provisional System Acceptance (PSA) testing.
- 7.1.5. During the testing the Contractor shall prove compliance through any combination of the following as directed by the Purchaser:
  - (1) Testing.
  - (2) Showing Certificates of Compliance and/ or equipment specifications.
- 7.1.6. The Purchaser has the right to observe the FAST and PSA testing, and to have the Contractor perform additional selected testing tasks, to confirm compliance.
- 7.1.7. As the supporting documentation for each test session the Contractor shall develop Test Plans (refer to § 7.6.1).

### **7.2. First Article System Test**

- 7.2.1. During the FAST the Contractor shall prove that the design and integration of the SEMARCOMM capability meets the following requirements of the SRS in the following areas:
  - (1) Functional Requirements
  - (2) Performance Requirements
  - (3) Physical Requirements
  - (4) Environmental Requirements

(5) Equipment Miscellaneous Requirements.

- 7.2.2. The Contractor shall conduct FAST at their premises.
- 7.2.3. Demonstration of compliance of Functional Requirements and Performance Requirements shall be performed as testing between two SEMARCOMM units, other requirements may be demonstrated on a single unit.
- 7.2.4. The Contractor shall document the FAST results in a FAST Test Report.
- 7.2.5. The Purchaser has the right to include deficiencies in the FAST Test Report, also if outside the scope of the areas as defined in 7.2.1 or not part of the FAST Test Plan.
- 7.2.6. PFS and PFE will not be provided to the Contractor, therefore:
  - (1) The Contractor shall emulate the functional specifications of the IP encryption device by using a VPN device as specified in B.2.1.1.
  - (2) The Contractor shall use its own subscription to the Commercial Satellite Services.
  - (3) The Contractor shall be responsible for the installation and configuration of the Windows 7 Operating System on the laptops used for FAST.

**7.3. Provisional System Acceptance (PSA) testing**

- 7.3.1. For PSA testing the Contractor shall, at the Contractor Premises, verify the correct operation of all components of each SEMARCOMM unit, including keys and buttons, data interfaces, fans, displays, disks, cables, power supplies, batteries, transmission functions etc.
- 7.3.2. The Contractor shall document the PSA testing test results in a PSA Test Report.
- 7.3.3. The Purchaser has the right to include deficiencies in the PSA Test Report, also if outside the scope of the areas as defined in 7.2.1 or not part of the PSA Test Plan.

**7.4. Provisional System Acceptance**

- 7.4.1. In order to request Provisional System Acceptance (PSA) of the SEMARCOMM units the Contractor shall have completed the following actions:
  - (1) Successful completion of FAST and PSA testing, including approval by the Purchaser of the associated Test Reports.
  - (2) Delivery of all the System Documentation, as per § 5.2.1.



(3) Delivery of all the SEMARCOMM units as per § 4.3.

- 7.4.2. The Purchaser will evaluate whether to accept delivery of the SEMARCOMM units depending on the type and nature of any identified deficiencies during FAST and PSA testing.

#### **7.5. Final System Acceptance (FSA)**

- 7.5.1. The conditions for Final Systems Acceptance (FSA) are that all equipment and services as detailed in the Schedule of Supplies and Services have been delivered and all deficiencies noted at the Provisional Systems Acceptance (PSA) tests have been cleared by the Contractor to the satisfaction of the Purchaser.
- 7.5.2. PRM 4 is designated as the FSA meeting and will take place at the Purchaser's premises in Brussels.

#### **7.6. Test Plans**

- 7.6.1. The Test Plan shall document how Contractor plans to verify that SEMARCOMM capability meets the SRS requirements.
- 7.6.2. For each SRS requirement to be tested the Contractor shall provide a Test Procedure with the following information:
- (1) Its objective, by clearly identifying the SRS requirement intended to be demonstrated by the test procedure.
  - (2) The SEMARCOMM CIs and facilities and test equipment involved.
  - (3) Any conditions which shall be satisfied prior to application of the test.
  - (4) The test setup.
  - (5) The data to be collected.
  - (6) The sequence of testing steps in the procedure, to a level of detail that enables full understanding by the Purchaser of the purpose and effect of each test step.
  - (7) The expected outcome.
  - (8) The means of measurement or assessment for the test.
- 7.6.3. The results of each test called for in the Test Plan shall be recorded in test results sheets incorporated in the relevant test procedure.
- 7.6.4. Each test will only be declared 'passed' if the entirety of the expected results were obtained when running the test.

- 7.6.5. The Purchaser will review all the Contractor's Test Plans for correctness, completeness, and acceptance.

## **7.7. Test Failures**

- 7.7.1. Should a failure occur during testing, a failure report shall be raised by the Contractor and a preliminary investigation shall be immediately carried out in order to classify the failure as one of the following:
- (1) Class "A": there is evidence that the cause was an external or transient condition;
  - (2) Class "B": there is mutual agreement that the cause was an inherent design or manufacturing deficiency in the unit under test; or
  - (3) Class "C": When the specific nature of the cause cannot be immediately determined and a more detailed investigation is required before a conclusion can be drawn.
- 7.7.2. The Contractor shall be responsible for all costs related to the rectification of deficiencies or failures and subsequent re-testing caused by the design or production of the deliverables identified during the verification and/or testing cycles. The Contractor shall be responsible for any travel, subsistence and other incidental expenses incurred by the Purchaser as a result of the requirement for the re-performance of tests necessitated by test failures.
- 7.7.3. After remedial action has been taken by the Contractor, the test may be resumed at the step during which the deficiency or failure was identified, however, the Purchaser shall have the right to require that re-testing includes all of the tests related to the verification of that particular specification requirement.
- 7.7.4. The Contractor shall seek the Purchaser's agreement of a mutually suitable time when testing shall be resumed, subsequent to the Purchaser having accepted the contents of a formal submission by the Contractor providing full details describing the cause of the failure and the recommended remedial actions to be taken.

## **7.8. Test Reports**

- 7.8.1. The Contractor shall document the FAST and PSA Test results in a Test Report. The Test Report cover sheet shall clearly show whether the testing passed, failed, or was not run, and for what reasons.
- 7.8.2. The Test Report shall include:
- (1) Test procedures
  - (2) Test result for each test procedure (Pass, Fail, Not run)

- (3) Test summary, indicating which test procedures resulted in Fail or Not Run.
  - (4) Any annotations by the Purchaser's representative
  - (5) Comments
  - (6) Contractor representative signature
  - (7) Purchaser representative signature.
- 7.8.3. On completion of the FAST and PSA Tests, the Contractor shall forward the Test Reports to the Purchaser for review and approval. Purchaser approval of both Test Reports is a condition for PSA as defined in 7.4.1.

**SECTION 8. LIST OF ACRONYMS**

CI	Configuration Item
CIS	Communication and Information Systems
CLIN	Contract Customer Line Item Number
CM	Configuration Management
COTS	Commercial Off The Shelf
EDC	Effective Date of Contract
FAST	First Article System Test
FSA	Final System Acceptance
GUI	Graphics Unit Interface
IRC	Internet Relay Chat
LRUs	Line Replaceable Units
MDS	Material Data Sheet
PFE	Purchaser Furnished Equipment
PFS	Purchaser Furnished Services
PIP	Project Implementation Plan
PM	Project Manager
PMS	Project Master Schedule
PRM	Project Review Meeting
PSA	Provisional System Acceptance
PSTN	Public switched telephone network
QA	Quality Assurance
QAP	Quality Assurance Plan
SDS	System Design Specification
SIP	Session Initiation Protocol
SoW	Statement of Work
SRS	System Requirements Specifications
SSS	Schedule of Supplies and Services
TAP	Test and Acceptance Plan

## **APPENDIX A: SYSTEM REQUIREMENTS SPECIFICATION**

### **A.1 GENERAL**

#### **A.1.1 Scope of this Appendix**

A.1.1.1 This Appendix to the SEMARCOMM SoW provides the System Requirements Specification (SRS) for the SEMARCOMM capability.

A.1.1.2 The requirements in the Appendix are organised in eight categories:

- (1) Functional Requirements
- (2) Performance Requirements
- (3) Physical Requirements
- (4) Operational Requirements
- (5) Security Requirements
- (6) Environmental Requirements
- (7) Equipment Technical Requirements
- (8) Electrical Power Requirements

#### **A.1.2 Key requirements**

A.1.2.1 The SEMARCOMM capability shall provide communication between six NATO ships including:

- (1) Making PSTN calls to, from and between the ships.
- (2) Instant messaging, file transfer and voice calls between the ships, all at SECRET level.

A.1.2.2 The SEMARCOMM capability shall operate reliably regardless of ship positions and weather conditions.

A.1.2.3 The SEMARCOMM capability shall be based on COTS hardware and software, commercial satellite services for which subscriptions are provided by the Purchaser, and Purchaser provided software and encryption equipment.

A.1.2.4 The SEMARCOMM capability shall be implemented as self-contained units, for one user per ship, which shall be easy to transport, install, operate and remove.

A.1.2.5 Each SEMARCOMM unit shall include the following components:

- (1) IP encryption device, provided as Purchaser Furnished Equipment (PFE).
- (2) User laptop with applications for file transfer, instant messaging, and monitoring.
- (3) Handset for SECRET level voice calls.
- (4) Mains power supplies for all devices.
- (5) Satellite terminal ('satellite terminal' when used in this SoW includes all components, excluding SIM card, to use the Commercial Satellite Service iaw the requirements in the SoW, so modem, antenna, power supply, handset/ user interface etc.).
- (6) Protective transport cases.
- (7) Printer.
- (8) Ancillaries (cables, manuals, cartridges, mounting accessories etc.).
- (9) A universal mains power socket adapter.

## **A.2 FUNCTIONAL REQUIREMENTS**

### **A.2.1 PSTN calls**

- A.2.1.1 PSTN calls shall use the native phone services that are available through the PFS, and for which the Contractor shall provide suitable satellite terminals and handsets.

### **A.2.2 SECRET level communication**

- A.2.2.1 Communication at SECRET level shall be protected by the use of the IP encryption device, provided as Purchaser Furnished Equipment (PFE).
- A.2.2.2 Communication at SECRET level shall be direct ship-to-ship, i.e. without going through SECRET level systems outside the communicating ships
- A.2.2.3 Communication at SECRET level shall be possible between any of the six ships.
- A.2.2.4 The SEMARCOMM shall enable connection and use for communication at SECRET level of the laptop and handset simultaneously, with only the laptop, and with only the handset.
- A.2.2.5 **Instant messaging**
  - (1) The instant messaging capability shall enable SEMARCOMM equipped users to send text messages to users on other SEMARCOMM equipped ships.

- (2) The instant messaging application shall be compliant with the Internet Relay Chat (IRC) protocol.
- (3) The instant messaging application shall support IRC direct client-to-client (DCC) connection setup without the need for an IRC server, i.e. include the DCC Server feature.
- (4) The instant messaging application shall include the following features:
  - a. A Graphical User Interface for common IRC commands.
  - b. Sound alerts for configurable keywords.
- (5) The instant messaging capability shall automatically reconnect and resume message transfer after being paused or after connectivity between the ships was interrupted and restored.

#### A.2.2.6 **File transfer**

- (1) The file transfer capability shall provide HTTP based downloads and FTP based up and downloads from an HTTP and FTP server on each ship.
- (2) The file transfer capability shall provide a graphical and audible notification at the receiving ship every time a file has been uploaded to the ship, and log file activity.
- (3) The file transfer capability shall automatically reconnect and resume file transfer after being paused or after connectivity between the ships was interrupted and restored.
- (4) Partial file transfer shall be supported, i.e. data already transferred before pausing or interruption occurred has not to be transferred again

#### A.2.2.7 **Voice calls**

- (1) The voice capability shall be provided through dedicated handsets.
- (2) The voice capability shall operate through direct IP-dialling, i.e. without the need for any SIP server outside the phones.
- (3) The direct IP-dialling shall be available through a directory with named ship identifiers on the handsets, rather than the user having to enter IP addresses.

#### A.2.3 **Connectivity**

- A.2.3.1 The SEMARCOMM connectivity shall be based on a Commercial Satcom Service for which subscriptions are provided by the Purchaser as Purchaser Furnished Services (PFS) as described in 3.3.3.1. The

geographical coverage of either of these services is sufficient for the intended area of operation.

- A.2.3.2 The connectivity for instant messaging and file transfer shall be implemented using a Commercial Satcom Service operated in a transmission mode charged on the amount of data transferred rather than being time based.
- A.2.3.3 The PFS only cover the service subscriptions, the satellite terminal for each ship (comprising all components required to access the Commercial Satcom Service, so antenna, cabling, indoor unit/ transceiver etc.) shall be provided by the Contractor as part of this Contract and meet the requirements of this SRS.
- A.2.3.4 The SEMARCOMM capability shall for volume based billing schemes automatically resume connectivity through the Commercial Satcom Services after access to the Commercial Satcom Services was interrupted and restored.
- A.2.3.5 The implementation shall follow an IP addressing scheme provided by the Purchaser.

#### A.2.4 **WAN Optimization**

- A.2.4.1 The Contractor shall configure and document settings for the operating system, applications and handsets in relation to the use of the Commercial Satcom Services in such a way that:
  - (1) Application and voice performance is reliable and meets at least the performance requirements as indicated in A.3.
  - (2) The data rate required for the SECRET level voice is less than 32 kbps at the interface of the satellite terminal during a call, and no data is transmitted when there is no call or call setup.
  - (3) Application response time and transfer time is as short as possible.
  - (4) The cost of using the satellite capacity (i.e. required data rate, transferred volume, duration of a connection) is as low as possible during the use of the file transfer, instant messaging and voice.
  - (5) Satellite capacity is only used during message or file transfer, or a user making a voice call.

#### A.2.5 **Coverage**

- A.2.5.1 The geographical coverage of either of the Commercial Satcom Services offered as PFS is sufficient for the intended area of operation.



- A.2.5.2 The SEMARCOMM capability shall not impose limitations on the geographical coverage of the Commercial Satcom Services when operated within the boundaries set by the requirements in this Annex.

### **A.3 PERFORMANCE REQUIREMENTS**

- A.3.1.1 Transfer of a 500 KB (uncompressible) file between two ships using the SEMARCOMM capability shall take less than ten minutes.
- A.3.1.2 For SECRET level voice calls between SEMARCOMM users the SEMARCOMM capability shall be able to obtain from the Commercial Satcom Services a guaranteed dedicated capacity of at least 32 kbps regardless of activity of other users present in the same satellite beam.

### **A.4 PHYSICAL REQUIREMENTS**

#### **A.4.1 Packaging**

- A.4.1.1 For each SEMARCOMM unit all its components shall for storage and transport be placed into two Transport Cases:
- (1) CIS Transport Case: This case will include all CIS components (IP encryption device, laptop, printer, handset for secure voice communication, associated cabling, mounting accessories, user manual(s), power supplies etc.).
  - (2) Satcom Transport Case: This case will include all components for Commercial Satcom Service (satellite terminal, handset, associated cabling, mounting accessories, user manual(s), power supplies etc.).
- A.4.1.2 The SEMARCOMM unit shall be operated outside the Transport Cases.
- A.4.1.3 The Transport Cases shall be equipped with lockable latches (i.e. through lock and key or combination lock).
- A.4.1.4 The Transport Cases shall be stackable during transport and storage, as a minimum stacking six Transport Cases onto one vertical pile shall be supported.
- A.4.1.5 The Transport Cases shall each feature a retractable extension handle, two wheels suitable for use on unpaved roads, and one properly placed carry handle for a one-man lift, and two additional carry handles on opposite sides of the Transport Case if the Transport Case with its components weighs more than 20 kg.
- A.4.1.6 The Transport Cases shall be constructed such that:
- (1) Component removal from and addition to the Transport Cases is possible without tools.

- (2) Cushioning inside the Transport Cases is durable and permanently shaped to fit the components, e.g. using cut foam structures. Use of pick and pluck foam, loose fill, bubble wrap etc. is not permitted.

#### **A.4.2 Installation**

A.4.2.1 Installation accessories shall be provided for:

- (1) The indoor unit of the satellite terminal (including power supply) to enable mounting on a horizontal or vertical surface.
- (2) The satellite terminal handset (i.e. a cradle).

A.4.2.2 Installation shall be possible with generic tools.

A.4.2.3 The indoor SEMARCOMM components shall feature non-slip rubber feet to prevent slipping and scratching.

A.4.2.4 All cables included in the cases shall be supplied with Velcro cable holders or similar.

#### **A.4.3 Size and Weight**

A.4.3.1 The weight of the CIS Transport Case shall not exceed 20 kg.

A.4.3.2 The weight of the Satcom Transport Case shall not exceed 25 kg

A.4.3.3 The diameter of the antenna unit (with enclosure) shall not exceed 35 cm.

### **A.5 OPERATIONAL REQUIREMENTS**

#### **A.5.1 Reliability**

A.5.1.1 The SEMARCOMM components shall be able to withstand the daily use by non-CIS military personnel including unpacking, complete setup, breakdown and packing during three years.

#### **A.5.2 Maintainability**

A.5.2.1 The SEMARCOMM shall make use of COTS components. Replacement parts such as cables, connectors, sockets and batteries shall be available as COTS through multiple sources.

A.5.2.2 The SEMARCOMM components shall be field-replaceable, without specialised tools.

A.5.2.3 Preventive hardware maintenance shall be limited to regular cleaning of surfaces and sockets without requiring opening of the enclosures or components.

A.5.2.4 The SEMARCOMM components shall be field-serviceable for cleaning, replacement of parts, and repair of malfunctioning broken cables and connectors.

A.5.2.5 The SEMARCOMM documentation (refer to SECTION 5) shall provide sufficient detail to allow a user or a technician (not trained on the SEMARCOMM) to execute the basic duties described above.

**A.5.3 Safety**

A.5.3.1 The SEMARCOMM components related to power supply shall meet the applicable standards for Electrical safety of the Low Voltage Directive (LVD), 2006/95/EC, or equivalent national or international standards.

**A.5.4 Scalability**

A.5.4.1 The SEMARCOMM capability shall allow simultaneous SECRET instant messaging and file transfer between all ships (any to any).

A.5.4.2 The SEMARCOMM capability shall allow each ship to make simultaneously one SECRET level voice call and one PSTN call.

**A.5.5 Usability**

A.5.5.1 The SEMARCOMM components (including PFE) shall all have durable, clearly readable and understandable labels indicating 'SEMARCOMM' followed by the SEMARCOMM number and the (abbreviated) function (e.g. SEMARCOMM1-PC-PSU).

A.5.5.2 The Transport Cases shall be tagged using 36 point font size durable labels.

A.5.5.3 These labels and stencils shall be placed such that they are readable from all sides.

**A.5.6 Monitoring & Control**

A.5.6.1 Each laptop shall be provided with network monitoring tools with an intuitive menu based Graphical User Interfaces intended for use by non-technical users, for the testing the reachability of the local and remote IP encryption devices, laptops and IP phones.

A.5.6.2 The network monitoring tools shall support one-time tests and continuous test for the reachability with user definable intervals.

A.5.6.3 The network monitoring tools shall be preconfigured with IP addresses and bookmarks.

**A.6 SECURITY REQUIREMENTS****A.6.1 TEMPEST**

A.6.1.1 All data cables shall be SF/UTP.

**A.6.2 System Hardening Requirements**

- A.6.2.1 The terminals for the Commercial Satcom Services shall be protected against unauthorized access or use. This includes:
- (1) Disabling of USB and wireless interfaces.
  - (2) Password protection of menu's and remote access using non-default passwords.
  - (3) Mitigations against published vulnerabilities.

**A.6.3 Communication Security Requirements**

- A.6.3.1 For Communication Security all SECRET traffic shall pass through the Thales TCE621 BLACK (PFE).

**A.7 ENVIRONMENTAL REQUIREMENTS****A.7.1 General**

- A.7.1.1 The SEMARCOMM units shall meet or exceed the requirements below for operation, transport and storage.

**A.7.2 Vibration**

- A.7.2.1 Outdoor components, operational: Random spectrum 1.05 g rms x 3 axes: 5 to 20 Hz: 0.02 g<sup>2</sup>/Hz 20 to 150 Hz: -3 dB/ octave

**A.7.3 Shock**

- A.7.3.1 The SEMARCOMM Transport Cases and the protection to their contained components shall comply with the ISO 8768 Toppling Test (only non-operational).
- A.7.3.2 These in-case shock requirements shall be met when the cases contain all their components and when they are only partially filled.
- A.7.3.3 The laptop, shall comply with MIL-STD 810G, Method 516.6 Procedure IV (Transit Drop) but with 75 cm drop height, operational.
- A.7.3.4 The satellite terminal shall comply with MIL-STD-810G, Method 516.6, Procedure I, 20g, 11 millisecond, half-sine, operational.

#### **A.7.4 Temperature**

A.7.4.1 The minimum requirement is an ambient temperature of:

- (1) +5 to +35 degrees Celsius for indoor components, operational.
- (2) -25 to +55 degrees Celsius for outdoor components, operational.
- (3) -40 to +85 degrees Celsius for outdoor components, non-operational.
- (4) -20 to +60 degrees Celsius for all components, storage and transportation.

#### **A.7.5 Dust and water**

A.7.5.1 The SEMARCOMM Transport Cases and the protection to the components inside the cases shall comply with IP67 during transport and storage.

A.7.5.2 The SEMARCOMM outdoor components shall be water proof according to IPX6 or better operational and non-operational.

A.7.5.3 The SEMARCOMM components shall be cleanable with a cloth and not require opening for cleaning.

#### **A.7.6 Movement**

A.7.6.1 The antenna tracking shall be capable of handling:

- (1) Roll +/- 30 deg. per. 4 s.
- (2) Pitch +/- 15 deg. per. 3 s.
- (3) Yaw +/- 10 deg. per. 5 s.
- (4) Surge +/- 0.5g.
- (5) Sway +/- 0.5g.
- (6) Heave +/- 0.7g.
- (7) Turning rate +/- 36°/s; Acc. 12°/s<sup>2</sup>.

### **A.8 EQUIPMENT MISCELLANEOUS REQUIREMENTS**

#### **A.8.1 LAN cabling**

A.8.1.1 Non-PFE LAN cabling shall be snagless or otherwise protected against RJ45 clip damage.

A.8.1.2 The length of the non-PFE LAN cabling shall be at least two meter.

#### **A.8.2 Antenna cabling**

A.8.2.1 Antenna cabling shall be provided with mounted connectors and according to electrical specifications recommended by the satellite terminal manufacturer.

A.8.2.2 The length of the antenna cabling shall be at least twenty meter.

A.8.2.3 Antenna cabling and connectors shall be salt water and sunlight resistant.

**A.8.3 Handsets for SECRET level calls**

A.8.3.1 The handset for phone calls at SECRET level calls shall feature at least:

- (1) A codec and packet size settings suitable for meeting the bandwidth requirements as indicated in A.2.4
- (2) A backlit display
- (3) A LED indication for missed calls
- (4) A speakerphone
- (5) List of missed calls
- (6) Microphone mute
- (7) Directory dialling
- (8) IP or URL dialling

**A.8.4 Satellite terminal**

A.8.4.1 The satellite terminal shall support phone (PSTN) and fax calls, volume based IP services and guaranteed data rate IP services of at least 32 kbps.

A.8.4.2 The satellite terminal shall run the most recent production ready firmware.

A.8.4.3 The satellite terminal shall provide a user interface which lets the user indoors control and monitor its operation without requiring the use of any additional devices.

A.8.4.4 To support testing and training at land each satellite terminal shall be provided with accessories to operate the antenna on a stable horizontal surface with cables connected (e.g. feet that can be screwed into the bottom of the antenna). These accessories shall be included in the Transport Case.

**A.8.5 Printer**

A.8.5.1 The printer shall meet the following requirements:

- (1) Minimum paper size A4.

- (2) Minimum resolution of 1200 x 1200 dpi colour, 600 x 600 dpi black and white.
- (3) Suitable for frequent usage, transport and storage.
- (4) The printer drivers shall be included, and shall be compatible with the laptop hardware and software.
- (5) The printer shall feature no permanent data storage. Data shall not be retained after the printer is switched off and it is packed for transport.
- (6) Two sets of spare cartridges, and one set of printer head cleaning accessories shall be included with the printer.
- (7) Maximum weight 2.5 kg (excluding spare cartridges and cleaning accessories).
- (8) Maximum dimensions 35 x 18 x 9 cm
- (9) USB connectivity, a USB cable shall be included.
- (10) Any wireless interfaces of the printer shall have been removed or permanently disabled.

#### **A.8.6 Laptop**

A.8.6.1 Each SEMARCOMM unit shall include a laptop for using the instant messaging and file transfer applications, and shall meet the requirements listed below:

- (1) Screen size between 13 inch and 16 inch.
- (2) Minimum resolution 1024 x 768.
- (3) One Ethernet interface.
- (4) Minimum 8 GB RAM.
- (5) Minimum CPU Intel Core i7 4<sup>th</sup> generation.
- (6) QWERTY keyboard, US layout, spill resistant.
- (7) Touchpad.
- (8) Minimum 3 USB ports.
- (9) Integrated sound card with speaker(s).
- (10) Battery operation: minimum 5 hrs.
- (11) Non-reflective and sunlight readable screen.
- (12) HDD removable without tools
- (13) Solid State Drive (SSD) of minimum 256 GB capacity
- (14) Bluetooth and Wifi shall have been removed or disabled in the BIOS

A.8.6.2 Each laptop shall be compatible with, and be provided with drivers for:

- (1) Microsoft Windows 7 Enterprise 64Bit.
- (2) Microsoft Windows Server 2008R2 standard edition OEM 64Bit
- (3) Microsoft Office Enterprise 2010
- (4) Contractor provided software

## **A.9 ELECTRICAL POWER REQUIREMENTS**

### **A.9.1 Mains power**

- A.9.1.1 The SEMARCOMM unit shall be operated from mains power of 90 – 240V, 47 – 63Hz.
- A.9.1.2 The SEMARCOMM unit shall power all components from a single power outlet.
- A.9.1.3 The length of the mains power cord to the power outlet shall be 3 m or more.
- A.9.1.4 The mains power cord to the power outlet shall feature a CEE7/7 plug.
- A.9.1.5 A universal mains power socket adapter shall be provided for each SEMARCOMM unit that fits sockets of at least Australia, Italy, UK and US and allows the connection of a CEE7/7 plug.

### **A.9.2 Maintenance**

- A.9.2.1 Any fuses or circuit breakers inside the components shall be field resettable or replaceable.
- A.9.2.2 Spare fuses shall be provided for each SEMARCOMM unit.



## **APPENDIX B: IP ENCRYPTION DEVICE SPECIFICATION**

### **B.1 INTRODUCTION**

#### **B.1.1 Specification interpretation**

- B.1.1.1 The specifications below are an approximate indication of functions, interfaces, weight and dimensions for initial design purposes.
- B.1.1.2 Detailed specifications and a dummy IP encryption device will be provided to the Contractor after Contract award.

#### **B.1.2 IP encryption device model**

- B.1.2.1 The IP encryption device is the Thales TCE621 BLACK, and will be provided as PFE.

#### **B.1.3 Included accessories**

- B.1.3.1 The IP encryption device includes as PFE all required accessories for its operation (a power supply with power cables and Ethernet cables).

#### **B.1.4 Overall weight**

- B.1.4.1 The weight of the IP encryption device with all accessories shall be assumed to be 4.1 kg.

### **B.2 IP ENCRYPTION DEVICE**

#### **B.2.1 Functional specifications**

- B.2.1.1 The IP encryption device shall for design and testing assumed to behave like an IP VPN device with the following functional specifications:
  - (1) Static routing only
  - (2) IPSEC encryption, AES 256 bits in tunnel mode
  - (3) No NAT transparency/ traversal

#### **B.2.2 Physical specifications**

- B.2.2.1 The dimensions of the IP encryption device are 440 x 44.4 x 250 mm

### **B.3 POWER SUPPLY**

- B.3.1.1 A 90 – 240V, 47 – 63Hz power supply is included.
- B.3.1.2 The dimensions are 90 x 45 x 25 mm.

## **B.4 CABLING**

### **B.4.1 Ethernet**

B.4.1.1 Two Ethernet cables are included.

B.4.1.2 The connector type is RJ45 on one end and snatch connector on the other end.

B.4.1.3 The bending radius is 150 mm.

B.4.1.4 The cable length is 3 meters.

### **B.4.2 Power**

B.4.2.1 One mains power cable and one DC power cable (PSU to IP encryption device) are included.

B.4.2.2 The mains power cable plug type is CEE7/16.

B.4.2.3 The bending radius is 150 mm.

B.4.2.4 The cable length of each cable is 2 metres.