



Acquisition Directorate

esther.asensio@ncia.nato.int

Telephone: +32 (02) 707 8625

Fax: +32 (02) 707 8770

NCIA/ACQ/16/1310

24 June 2016

To: See Attached Distribution List

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

Subject: **REQUEST FOR QUOTATION NO. RFQ-CO-14300-LINCE**

Provision of CIS Commercial Off-The-Shelf CIS equipment for the update of NATO Deployable Systems Limited Interim NATO Response Force CIS Capability – Expansion (LINC-E).

Prospective Bidders:

1. Your firm is hereby invited, to participate in a BOA + Competition for the provision of a list of Commercial Off-The Shelf CIS equipment for the update of NATO Deployable Systems Limited Interim NATO Response Force CIS Capability – Expansion.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 14:00 HOURS (BRUSSELS TIME) ON 15 JULY 2016.**
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services, Contract Special Conditions, NCIA Contract General Provisions, as well as the Statement of Work. The Statement of Work and its Appendixes set forth detailed specifications governing the performance requirements of the Contract.
4. The overall security classification of this RFQ is “NATO UNCLASSIFIED”.
5. This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
6. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
7. 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



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

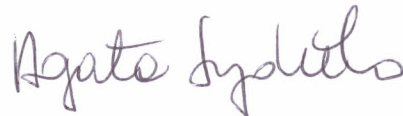
Avenue du Bourget 140
1140 Brussels, Belgium

www.ncia.nato.int

bid preparation costs incurred by firms or any other collateral costs of bid cancellation, withdrawal, or suspension occurs.

8. You are requested to complete and return the enclosed **acknowledgement of receipt** within 7 days of receipt of this RFQ, informing the NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
9. The reference for the Request for Quotation is **RFQ-CO-14300-LINCE**, and all correspondence concerning this RFQ should reference this number.
10. Ms Esther Asensio is the sole Agency Point of Contact (POC) for this procurement and may be reached via e-mail: esther.asensio@ncia.nato.int. or tel.:+32 2 707 8625.

FOR THE GENERAL MANAGER:



Agata Szydelko
Deputy Director of Acquisition



RFQ-CO-14300-LINCE

Date: _____

Subject: ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

We hereby advise that we have received Request for Quotation RFQ-CO-14300-LINCE 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-14300-LINCE

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

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Finance – Mariano Ippolito 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-14300-LINCE

**PROVISION OF CIS COMMERCIAL OFF-THE-SHELF
EQUIPEMENT FOR THE LIMITED INTERIM NATO
RESPONSE FORCE CIS CAPABILITY – EXPANSION
(LINC-E) UPDATE**

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- Annex B Bidding Sheets - Instructions
- Annex C Certificates
- Annex D Cross Reference/Compliance Table
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BOOK II - THE PROSPECTIVE CONTRACT

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



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

REQUEST FOR QUOTATION

RFQ-CO-14300-LINCE

**PROVISION OF CIS COMMERCIAL OFF-THE-SHELF
EQUIPEMENT FOR THE LIMITED INTERIM NATO
RESPONSE FORCE CIS CAPABILITY – EXPANSION
(LINC-E) UPDATE**

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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 CIS equipment required to perform a technical update on the NATO Deployable Systems Limited Interim NATO Response Force CIS Capability – Expansion (LINC-E). The scope of the procurement is the delivery of a list of Commercial Off-The-Shelf CIS equipment for the LINC-E update. This RFQ do not include integration or configuration 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 Plus (**BOA +**).
- 1.4 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.5 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be required to possess a Facility clearance of “NATO SECRET” for those sites in which it intends to handle and store NATO classified material in the conduct of work under this Contract. This requirement applies also to all facilities and personnel involved in this project as a result of subcontracts issued by the Contractor for effort under this prime Contract.
- 1.6 Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder’s Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee. The Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of the Contract Award.
- 1.7 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest price technically compliant Bidder.
- 1.8 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.9 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”.

- 1.10 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.

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 and/or which have been declared eligible by their National Authorities. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

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

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All 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 15th July 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 Esther Asensio Broodkoorn

- 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, the 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 Esther Asensio Broodkoorn
E-mail: esther.asensio@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 10 days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time.
- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendments to the language of the RFQ included in the answers shall be incorporated by the Bidder in 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 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.

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

2.10 BID VALIDITY

2.10.1 Bidders shall be bound by the term of their bids for a period of 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 for each portion the Bid is submitted. 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 The Bidder shall furnish with its Bid a guarantee in an amount equal to Fifty Thousand Euro (€ 50,000). The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.

2.11.2 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque to be submitted in the Bidders Bid Administration Package (Ref. Para 3.2). If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date. Instructions regarding direct bank deposit can be obtained from the Para 2.5 designated Point of Contact.

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

2.11.4 The following format may be used by the issuing financial institution to create a Standby Letter of Credit:

BID GUARANTEE - STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of [€ 50,000 (Fifty Thousand Euro)]. We are advised this Guarantee fulfils a requirement under Request for Quotation CO-14300-LINCE dated _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11.7 Bid Guarantees will be returned to Bidders as follows:

- (a) to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
- (b) to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
- (c) to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties.
- (d) pursuant to paragraph 2.10.4 (b).

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. All Bids shall be in the English language.
- 3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities:**
- | | |
|---------------------------------------|--|
| (a) Administrative Envelope (Part 1): | Paper: 1 signed Original |
| (b) Price Quotation (Part 2): | Paper: 1 Original
Electronic: 2 CD ROM Copies (MS Excel version 2007 onwards) |
| (c) Technical Proposal (Part 3): | Paper: 1 Original
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.

3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)

3.2.1 The “Bid Administration” Part shall contain a **Bid Guarantee** as described in Section 2.11 to these Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder’s bank, a letter in lieu of the actual Guarantee shall be included in the Bid Administration Package, specifying the details of the transmittal.

3.2.2 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, Material 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

3.2.3 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.

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

3.2.4.1 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.

- 3.2.4.2 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.
- 3.2.4.3 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;
- 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 When the same proposed part appears in separate CLINs, the Bidder shall propose the same unit price, to assure consistent pricing. Each Work Package contains two CLINs with similar components to be delivered at different times.'
- 3.3.15 Unit prices for individual components shall include the price of a 1 year warranty for the associated item; prices for warranties on assemblies of multiple components shall be identified separately, as noted in Annex B and in the Bidding Sheets.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.4.1 Bidders shall submit their Technical Proposal in one bound volume containing all **equipment specifications** in compliance with the technical specification addressed in the **Statement of Work (SOW)**.
- 3.4.2 The Technical Proposal shall present the Bidder's proposal in the form of a completed Technical Proposal Cross-Reference Matrix Table (Annex C of these instructions).
- 3.4.3 The Technical Proposal shall address each of the following areas below with the minimum information as requested in the paragraphs 3.4.5 to 3.4.12 below and as implied by the related section in the SoW.
- 3.4.4 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.
- 3.4.5 Section 1 : Project Overview
- 3.4.5.1 The Bidder shall provide in Section I of the Bid a Project Overview with the intended planning of delivery of COTS equipment.
- 3.4.6 Section 2: Technical Specifications
- 3.4.6.1 The Bidder shall provide detailed technical specification of the equipment proposed in his bid. The specification shall be sufficient for the Purchaser to determine whether the proposed equipment match with the requirement of the project in accordance with SoW (SoW - Section II, and Appendix A, B and C).
- 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 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 3 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: Specifications Sheets and Acceptance

3.4.8.1 The Bidder shall provide a specifications sheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW, Section II.

3.4.8.2 The Bidder shall in this section demonstrate that he can meet the Acceptance requirements as specified in the SoW Section IV (compliance with the technical specifications).

3.4.9 Cross-Reference/Compliance Table.

3.4.9.1 The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 “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.

3.5 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 outer envelopes or packages marked as follows:

- (a) The name and address of the Bidder;
- (b) The words “Sealed Offer – SEALED OFFER LINCE”
- (c) The designated RFQ number: “RFQ-CO-14300-LINCE” followed by one of the following identifications as appropriate:
 - “Administrative Envelope”,
 - “Price Quotation”,
 - “Technical Proposal”.

3.5.2 The separate envelopes or packages shall be placed in an outer container or containers suitable for mailing and shipping and marked

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with the Purchaser's address. The following legend shall be prominently printed on the top and sides of each container:

"SEALED BID: RFQ-CO-14300-LINCE. NOTIFY ACQ (E. ASENSIO BROODKOORN) UPON RECEIPT"

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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 compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

- 4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:
- (a) The Bid was received by the Bid Closing Date and Time,
 - (b) The Bid was packaged and marked properly,
 - (c) The Administrative Package contained the Bid Guarantee in the proper amount, in the proper form and for the established length of time,
 - (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto,
- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned 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 and balance 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, only that 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 for the delivery of the COTS equipment required in the LINC-E update project, which includes all of information required in Section III of Book I.

4.4.2.2 Table of Contents

4.4.2.2.1 The Bidder shall have provided a Table of Contents as required.

4.4.2.3 Section 1: Project Overview

4.4.2.3.1 The Bidder shall in Section I of the Bid have provided the Project Overview which shall provide an executive summary overview of the offered capability as per the instructions of Section III, Book I.

4.4.2.4 Section 2: Technical Specifications (SOW Section 2)

4.4.2.4.1 The Bidder shall have provided detailed technical specification of the equipment proposed in his bid. The specification shall be sufficient for the Purchaser to determine whether the proposed equipment match with the requirement of the project in accordance with SoW (SoW - Section II and Appendix A, B and C).

4.4.2.5 Section 3: Integrated Logistics Support (ILS) (SOW Section 3)

4.4.2.5.1 The Bidder shall describe, as indicated in Section 3 of the SOW the Integrated Logistics Support (ILS) aspects of the Bid including a high level description of his proposed Integrated Logistics Support. This description concisely addresses the Support Planning, Supply Support, Packaging, Handling, Storage and Transportation as set forth in Section 3 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.

4.4.2.6 Section 4: Specification sheets and Acceptance (SOW Section 4)

4.4.2.6.1 The Bidder has demonstrated that he can meet the Acceptance requirements as specified in the SoW Section 4 by providing the specification sheets of the COTS equipment.

4.4.3 Annex D: Technical Proposal Cross Reference Matrix Table

4.4.3.1 The Bidder has included a completed Technical Proposal Cross Reference Matrix Table from Annex D of Book I. The Bidder shall complete Column 4 "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.

5 ANNEX A – BIDDING SHEETS

[Provided under separate MS Excel File:

“RFQ-CO-14300-LINCE_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 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.
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.
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.
10. When the same proposed part appears in separate CLINs, the Bidder shall propose the same unit price, to assure consistent pricing. Each Work Package contains two CLINs with similar components, to be delivered at different times.
11. The Bidder shall include in the total unit prices on the CLIN Summary page any non-warranty ILS costs (Section 3.2-3.6 of the SOW). The Bidder shall identify non-warranty ILS costs separately in the individual CLIN Price Breakdown sheets.
12. Individual components being purchased shall include a 1 year warranty in their unit pricing; items which are assemblies of multiple goods shall have 1 year warranties priced separately (e.g., CLINs 1.7-1.12, 2.7-2.12, 5.2.3, 5.3.2, 6.2.3, 6.3.2).

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

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-14300-LINCE have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF
SUPPLEMENTAL AGREEMENTS**

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

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

2. These supplemental agreements are listed as follows:

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

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

*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 certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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 3.4.9 and will be evaluated according to the instructions in paragraph 4.4.3.

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.4 Table of Contents	-	The Bidder has included a Table of Contents that meets the requirements established in Book I, Section III – Bidding Instructions.	
3.4.5 Project Overview	-	The Bidder has provided the Project Overview which shall provide an executive summary overview of the offered capability.	
3.4.6 Technical Proposal	Book II, SOW Section 2 SOW Appendix A, B C	The Bidder shall have provided detailed technical specification of the equipment proposed in his bid. The specification shall be sufficient for the Purchaser to determine whether the proposed equipment match with the requirement of the project in accordance with SoW.	
3.4.7 Integrated Logistics Support section	Book II, SOW Section 3	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 addresses the Support Planning, Supply Support, Packaging, Handling, Storage and Transportation as set forth in Section 3 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 Specification Sheets and Acceptance	Book II, SOW Section 4	The Bidder has demonstrated that he can meet the Acceptance requirements as specified in the SoW Section 4 by providing the specification sheets of the COTS.	

9 ANNEX E – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

SCHEDULE OF SUPPLIES AND SERVICES

CLIN	Description	Part Number	SOW Ref	Delivery	Quantity per Assembly	Qty	Unit List Price	Total Price
1 Work Package 1 (Network Elements Supply) - Delivery 1								
1.1	NU/MS/NS Switch		2.1.1; A.1	EDC + 3 weeks		28		
1.1.1	Cisco Catalyst 3850 48 Port Data IP Base	WS-C3850-48T-S	A.1	EDC + 3 weeks	1	28		
1.1.2	CAT3850 Universal k9 image	S3850UK9-36E	A.1	EDC + 3 weeks	1	28		
1.1.3	350W AC Config 1 SecondaryPower Supply	PWR-C1-350WAC/2	A.1	EDC + 3 weeks	1	28		
1.1.4	Cisco Catalyst 3850 4 x 10GE Network Module	C3850-NM-4-10G	A.1	EDC + 3 weeks	1	28		
1.1.5	Europe AC Type A Power Cable	CAB-TA-EU	A.1	EDC + 3 weeks	2	56		
1.1.6	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.1	EDC + 3 weeks	1	28		
1.1.7	50CM Type 1 Stacking Cable	STACK-T1-50CM	A.1	EDC + 3 weeks	1	28		
1.1.8	Catalyst 3750X and 3850 Stack Power Cable 30 CM	CAB-SPWR-30CM	A.1	EDC + 3 weeks	1	28		
1.1.9	350W AC Config 1 Power Supply	PWR-C1-350WAC	A.1	EDC + 3 weeks	1	28		
1.1.10	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.1	EDC + 3 weeks	4	112		
1.2	NS/MS Router (SAR)		2.1.3; A.2	EDC + 3 weeks		19		
1.2.1	Cisco 3945	CISCO3945E/K9	A.2	EDC + 3 weeks	1	19		
1.2.2	Security License for Cisco 3900 Series	SL-39-SEC-K9	A.2	EDC + 3 weeks	1	19		
1.2.3	AppX License with: DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	A.2	EDC + 3 weeks	1	19		
1.2.4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	A.2	EDC + 3 weeks	1	19		
1.2.5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	A.2	EDC + 3 weeks	1	19		
1.2.6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	A.2	EDC + 3 weeks	1	19		
1.2.7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	A.2	EDC + 3 weeks	1	19		
1.2.8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	A.2	EDC + 3 weeks	2	38		
1.2.9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.2	EDC + 3 weeks	1	19		
1.2.10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	A.2	EDC + 3 weeks	1	19		
1.2.11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	A.2	EDC + 3 weeks	1	19		
1.2.12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	A.2	EDC + 3 weeks	1	19		
1.2.13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	A.2	EDC + 3 weeks	1	19		
1.2.14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	A.2	EDC + 3 weeks	1	19		
1.2.15	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	SM-S-BLANK	A.2	EDC + 3 weeks	1	19		
1.2.16	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	A.2	EDC + 3 weeks	1	19		
1.2.17	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	A.2	EDC + 3 weeks	1	19		
1.2.18	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	A.2	EDC + 3 weeks	1	19		
1.2.19	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	A.2	EDC + 3 weeks	1	19		
1.2.20	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	EHWIC-1GE-SFP-CU	A.2	EDC + 3 weeks	2	38		
1.2.21	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	A.2	EDC + 3 weeks	1	19		
1.2.22	2 port GE SFP service module	SM-2GE-SFP-CU	A.2	EDC + 3 weeks	1	19		
1.2.23	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	A.2	EDC + 3 weeks	3	57		
1.2.24	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.2	EDC + 3 weeks	6	114		
1.3	Call Manager Function NS/MS		2.3.4; A.3	EDC + 3 weeks		19		
1.3.1	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	A.3	EDC + 3 weeks	1	19		
1.3.2	Cisco Survivable Remote Site Telephony License	FL-SRST	A.3	EDC + 3 weeks	1	19		
1.3.3	UCS-E, DoubleWide, 6 Core CPU 2.0, 2x8G SD, 1x8GB RDIMM, 1-3 HDD	UCS-E160D-M2/K9	A.3	EDC + 3 weeks	1	19		
1.3.4	Upgrades E140/160 First memory dimm from 8 to 16GB	E100-8-16-MEM-UPG	A.3	EDC + 3 weeks	1	19		
1.3.5	16GB, 1333MHz RDIMM/PC3-10600 2R for DoubleWide UCS-E	E100D-MEM-RDIMM16G	A.3	EDC + 3 weeks	1	19		
1.3.6	900 GB, SAS hard disk drive for DbleWide UCS-E	E100D-HDD-SAS900G	A.3	EDC + 3 weeks	3	57		
1.3.7	Configure Hard Drives as RAID 5	DISK-MODE-RAID-5	A.3	EDC + 3 weeks	1	19		
1.3.8	8 GB SD Card for SingleWide and DoubleWide UCS-E	E100-SD-8G	A.3	EDC + 3 weeks	1	19		
1.3.9	Permanent paper license for VMware ESXi on UCSE MAX 32GB RAM	FL-SRE-V-HOST	A.3	EDC + 3 weeks	1	19		
1.3.10	VMware Vsphere Hypervisor (ESXi) v5.5 software for UCS E	SW-UCSE-VM5.5-K9	A.3	EDC + 3 weeks	1	19		
1.3.11	256-channel high-density voice DSP module	PVDM3-256	A.3	EDC + 3 weeks	1	19		
1.4	NU Router (UAR)		2.1.4; A.4	EDC + 3 weeks		9		
1.4.1	Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM,256MBCF,1GBDRAM,IPB	CISCO3945E/K9	A.4	EDC + 3 weeks	1	9		
1.4.2	Security License for Cisco 3900 Series	SL-39-SEC-K9	A.4	EDC + 3 weeks	1	9		
1.4.3	AppX License with: DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	A.4	EDC + 3 weeks	1	9		
1.4.4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	A.4	EDC + 3 weeks	1	9		
1.4.5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	A.4	EDC + 3 weeks	1	9		
1.4.6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	A.4	EDC + 3 weeks	1	9		
1.4.7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	A.4	EDC + 3 weeks	1	9		
1.4.8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	A.4	EDC + 3 weeks	2	18		
1.4.9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.4	EDC + 3 weeks	1	9		
1.4.10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	A.4	EDC + 3 weeks	1	9		
1.4.11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	A.4	EDC + 3 weeks	1	9		

1.4.12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	A.4	EDC + 3 weeks	1	9		
1.4.13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	A.4	EDC + 3 weeks	1	9		
1.4.14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	A.4	EDC + 3 weeks	1	9		
1.4.15	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	A.4	EDC + 3 weeks	1	9		
1.4.16	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	A.4	EDC + 3 weeks	1	9		
1.4.17	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	A.4	EDC + 3 weeks	1	9		
1.4.18	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	A.4	EDC + 3 weeks	1	9		
1.4.19	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	A.4	EDC + 3 weeks	1	9		
1.4.20	4-Port Serial HWIC	HWIC-4T	A.4	EDC + 3 weeks	1	18		
1.4.21	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	A.4	EDC + 3 weeks	6	9		
1.4.22	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.4	EDC + 3 weeks	12	54		
1.4.23	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	EHWIC-1GE-SFP-CU	A.4	EDC + 3 weeks	1	108		
1.5	Call Manager Function NU		2.3.5; A.5	EDC + 3 weeks		9		
1.5.1	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	A.5	EDC + 3 weeks	1	9		
1.5.2	Cisco Survivable Remote Site Telephony License	FL-SRST	A.5	EDC + 3 weeks	1	9		
1.5.3	UCS-E, DoubleWide, 6 Core CPU 2.0, 2x8G SD, 1x8GB RDIMM, 1-3 HDD	UCS-E160D-M2/K9	A.5	EDC + 3 weeks	1	9		
1.5.4	Upgrades E140/160 First memory dimm from 8 to 16GB	E100-8-16-MEM-UPG	A.5	EDC + 3 weeks	1	9		
1.5.5	16GB, 1333MHz RDIMM/PC3-10600 2R for DoubleWide UCS-E	E100D-MEM-RDIM16G	A.5	EDC + 3 weeks	1	9		
1.5.6	900 GB, SAS hard disk drive for DbleWide UCS-E	E100D-HDD-SAS900G	A.5	EDC + 3 weeks	3	27		
1.5.7	Configure Hard Drives as RAID 5	DISK-MODE-RAID-5	A.5	EDC + 3 weeks	1	9		
1.5.8	8 GB SD Card for SingleWide and DoubleWide UCS-E	E100-SD-8G	A.5	EDC + 3 weeks	1	9		
1.5.9	Permanent paper license for VMware ESXi on UCSE MAX 32GB RAM	FL-SRE-V-HOST	A.5	EDC + 3 weeks	1	9		
1.5.10	VMware Vsphere Hypervisor (ESXi) v5.5 software for UCS E	SW-UCSE-VM-5.5-K9	A.5	EDC + 3 weeks	1	9		
1.5.11	256-channel high-density voice DSP module	PVDM3-256	A.5	EDC + 3 weeks	1	9		
1.5.12	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1	A.5	EDC + 3 weeks	1	9		
1.6	Black Core Router (BCR)		2.1.5; A.6	EDC + 3 weeks		9		
1.6.1	Cisco 3945 w/SPE250, 4GE, 3EHWIC, 3DSP, 4SM, 256MBCF, 1GBDRAM, IPB	CISCO3945E/K9	A.6	EDC + 3 weeks	1	9		
1.6.2	Security License for Cisco 3900 Series	SL-39-SEC-K9	A.6	EDC + 3 weeks	1	9		
1.6.3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	A.6	EDC + 3 weeks	1	9		
1.6.4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	A.6	EDC + 3 weeks	1	9		
1.6.5	256MB to 1GB Compact Flash Upgrade for Cisco 1900, 2900, 3900	MEM-CF-256U1GB	A.6	EDC + 3 weeks	1	9		
1.6.6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	A.6	EDC + 3 weeks	1	9		
1.6.7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	A.6	EDC + 3 weeks	1	9		
1.6.8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	A.6	EDC + 3 weeks	2	18		
1.6.9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.6	EDC + 3 weeks	1	9		
1.6.10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	A.6	EDC + 3 weeks	1	9		
1.6.11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	A.6	EDC + 3 weeks	1	9		
1.6.12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	A.6	EDC + 3 weeks	1	9		
1.6.13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	A.6	EDC + 3 weeks	1	9		
1.6.14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	A.6	EDC + 3 weeks	1	9		
1.6.15	Removable faceplate for SM slot on Cisco 2900, 3900, 4400 ISR	SM-S-BLANK	A.6	EDC + 3 weeks	4	36		
1.6.16	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	A.6	EDC + 3 weeks	1	9		
1.6.17	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	A.6	EDC + 3 weeks	1	9		
1.6.18	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	A.6	EDC + 3 weeks	1	9		
1.6.19	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	A.6	EDC + 3 weeks	1	9		
1.6.20	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1	A.6	EDC + 3 weeks	1	9		
1.6.21	2 port GE SFP service module	SM-2GE-SFP-CU	A.6	EDC + 3 weeks	2	9		
1.6.22	4-Port Serial HWIC	HWIC-4T	A.6	EDC + 3 weeks	1	9		
1.6.23	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.6	EDC + 3 weeks	3	27		
1.7	Manufacturer warranty for NS/MS/NU Switch - 1 year	CON-SNTP-WSC388TS	3.7; A.1	After PSA		28		
1.8	Manufacturer warranty for MS/NS Router - 1 year	CON-SAU-3945E	3.7; A.2	After PSA		19		
1.9	Manufacturer warranty for MS/NS Call Manager function - 1 year	CON-SAU-FLSREVHO	3.7; A.3	After PSA		19		
1.10	Manufacturer warranty for NU Router - 1 year	CON-SAU-3945E	3.7; A.4	After PSA		9		
1.11	Manufacturer warranty for NU Call Manager function- 1 year	CON-SAU-FLSREVHO	3.7; A.5	After PSA		9		
1.12	Manufacturer warranty for Black Core Router - 1 year	CON-SAU-3945E	3.7; A.6	After PSA		9		
TOTAL CLIN 1							TOTAL	
2	Work Package 1 (Network Elements Supply) - Delivery 2							
2.1	NU/MS/NS Switch			2.1.1; A.1	EDC + 3 months		15	
2.1.1	Cisco Catalyst 3850 48 Port Data IP Base	WS-C3850-48T-S	A.1	EDC + 3 months	1	15		
2.1.3	CAT3850 Universal k9 image	S3850UK9-36E	A.1	EDC + 3 months	1	15		
2.1.4	350W AC Config 1 SecondaryPower Supply	PWR-C1-350WAC/2	A.1	EDC + 3 months	1	15		
2.1.5	Cisco Catalyst 3850 4 x 10GE Network Module	C3850-NM-4-10G	A.1	EDC + 3 months	1	15		
2.1.6	Europe AC Type A Power Cable	CAB-TA-EU	A.1	EDC + 3 months	2	30		
2.1.7	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.1	EDC + 3 months	1	15		
2.1.8	50CM Type 1 Stacking Cable	STACK-T1-50CM	A.1	EDC + 3 months	1	15		
2.1.9	Catalyst 3750X and 3850 Stack Power Cable 30 CM	CAB-SPWR-30CM	A.1	EDC + 3 months	1	15		

2.1.10	350W AC Config 1 Power Supply	PWR-C1-350WAC	A.1	EDC + 3 months	1	15		
2.1.11	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.1	EDC + 3 months	4	60		
2.2	NS/MS Router (SAR)		2.1.3; A.2	EDC + 3 months		10		
2.2.1	Cisco 3945	CISCO3945E/K9	A.2	EDC + 3 months	1	10		
2.2.2	Security License for Cisco 3900 Series	SL-39-SEC-K9	A.2	EDC + 3 months	1	10		
2.2.3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	A.2	EDC + 3 months	1	10		
2.2.4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	A.2	EDC + 3 months	1	10		
2.2.5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	A.2	EDC + 3 months	1	10		
2.2.6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	A.2	EDC + 3 months	1	10		
2.2.7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	A.2	EDC + 3 months	1	10		
2.2.8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	A.2	EDC + 3 months	2	20		
2.2.9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.2	EDC + 3 months	1	10		
2.2.10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	A.2	EDC + 3 months	1	10		
2.2.11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	A.2	EDC + 3 months	1	10		
2.2.12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	A.2	EDC + 3 months	1	10		
2.2.13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	A.2	EDC + 3 months	1	10		
2.2.14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	A.2	EDC + 3 months	1	10		
2.2.15	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	SM-S-BLANK	A.2	EDC + 3 months	1	10		
2.2.16	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	A.2	EDC + 3 months	1	10		
2.2.17	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	A.2	EDC + 3 months	1	10		
2.2.18	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	A.2	EDC + 3 months	1	10		
2.2.19	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	A.2	EDC + 3 months	1	10		
2.2.20	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	EHWIC-1GE-SFP-CU	A.2	EDC + 3 months	2	20		
2.2.21	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	A.2	EDC + 3 months	1	10		
2.2.22	2 port GE SFP service module	SM-2GE-SFP-CU	A.2	EDC + 3 months	1	10		
2.2.23	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	A.2	EDC + 3 months	3	30		
2.2.24	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.2	EDC + 3 months	6	60		
2.3	Call Manager Function NS/MS		2.3.4; A.3	EDC + 3 months		10		
2.3.1	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	A.3	EDC + 3 months	1	10		
2.3.2	Cisco Survivable Remote Site Telephony License	FL-SRST	A.3	EDC + 3 months	1	10		
2.3.3	UCS-E, DoubleWide, 6 Core CPU 2.0, 2x8G SD, 1x8GB RDIMM, 1-3 HDD	UCS-E160D-M2/K9	A.3	EDC + 3 months	1	10		
2.3.4	Upgrades E140/160 First memory dimm from 8 to 16GB	E100-8-16-MEM-UPG	A.3	EDC + 3 months	1	10		
2.3.5	16GB, 1333MHz RDIMM/PC3-10600 2R for DoubleWide UCS-E	E100D-MEM-RDIM16G	A.3	EDC + 3 months	1	10		
2.3.6	900 GB, SAS hard disk drive for DbleWide UCS-E	E100D-HDD-SAS900G	A.3	EDC + 3 months	3	30		
2.3.7	Configure Hard Drives as RAID 5	DISK-MODE-RAID-5	A.3	EDC + 3 months	1	10		
2.3.8	8 GB SD Card for SingleWide and DoubleWide UCS-E	E100-SD-8G	A.3	EDC + 3 months	1	10		
2.3.9	Permanent paper license for VMware ESXi on UCSE MAX 32GB RAM	FL-SRE-V-HOST	A.3	EDC + 3 months	1	10		
2.3.10	VMware Vsphere Hypervisor (ESXi) v5.5 software for UCS E	SW-UCSE-VM-5.5-K9	A.3	EDC + 3 months	1	10		
2.3.11	256-channel high-density voice DSP module	PVDM3-256	A.3	EDC + 3 months	1	10		
2.4	NU Router (UAR)		2.1.4; A.4	EDC + 3 months		5		
2.4.1	Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM,256MBCF,1GBDRAM,IPB	CISCO3945E/K9	A.4	EDC + 3 months	1	5		
2.4.2	Security License for Cisco 3900 Series	SL-39-SEC-K9	A.4	EDC + 3 months	1	5		
2.4.3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	A.4	EDC + 3 months	1	5		
2.4.4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	A.4	EDC + 3 months	1	5		
2.4.5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	A.4	EDC + 3 months	1	5		
2.4.6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	A.4	EDC + 3 months	1	5		
2.4.7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	A.4	EDC + 3 months	1	5		
2.4.8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	A.4	EDC + 3 months	2	10		
2.4.9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.4	EDC + 3 months	1	5		
2.4.10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	A.4	EDC + 3 months	1	5		
2.4.11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	A.4	EDC + 3 months	1	5		
2.4.12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	A.4	EDC + 3 months	1	5		
2.4.13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	A.4	EDC + 3 months	1	5		
2.4.14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	A.4	EDC + 3 months	1	5		
2.4.15	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	A.4	EDC + 3 months	1	5		
2.4.16	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	A.4	EDC + 3 months	1	5		
2.4.17	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	A.4	EDC + 3 months	1	5		
2.4.18	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	A.4	EDC + 3 months	1	5		
2.4.19	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	A.4	EDC + 3 months	1	5		
2.4.20	4-Port Serial HWIC	HWIC-4T	A.4	EDC + 3 months	1	5		
2.4.21	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	A.4	EDC + 3 months	6	30		
2.4.22	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.4	EDC + 3 months	12	60		
2.4.23	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	EHWIC-1GE-SFP-CU	A.4	EDC + 3 months	1	5		
2.5	Call Manager Function NU		2.3.5; A.5	EDC + 3 months		5		
2.5.1	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	A.5	EDC + 3 months	1	5		
2.5.2	Cisco Survivable Remote Site Telephony License	FL-SRST	A.5	EDC + 3 months	1	5		

2.5.3	UCS-E, DoubleWide, 6 Core CPU 2.0, 2x8G SD, 1x8GB RDIMM, 1-3 HDD	UCS-E160D-M2/K9	A.5	EDC + 3 months	1	5		
2.5.4	Upgrades E140/160 First memory dimm from 8 to 16GB	E100-8-16-MEM-UPG	A.5	EDC + 3 months	1	5		
2.5.5	16GB, 1333MHz RDIMM/PC3-10600 2R for DoubleWide UCS-E	E100D-MEM-RDIM16G	A.5	EDC + 3 months	1	5		
2.5.6	900 GB, SAS hard disk drive for DbleWide UCS-E	E100D-HDD-SAS900G	A.5	EDC + 3 months	3	15		
2.5.7	Configure Hard Drives as RAID 5	DISK-MODE-RAID-5	A.5	EDC + 3 months	1	5		
2.5.8	8 GB SD Card for SingleWide and DoubleWide UCS-E	E100-SD-8G	A.5	EDC + 3 months	1	5		
2.5.9	Permanent paper license for VMware ESXi on UCSE MAX 32GB RAM	FL-SRE-V-HOST	A.5	EDC + 3 months	1	5		
2.5.10	VMware Vsphere Hypervisor (ESXi) v5.5 software for UCS E	SW-UCSE-VM-5.5-K9	A.5	EDC + 3 months	1	5		
2.5.11	256-channel high-density voice DSP module	PVDM3-256	A.5	EDC + 3 months	1	5		
2.5.12	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1	A.5	EDC + 3 months	1	5		
2.6	Black Core Router (BCR)		2.1.5; A.6	EDC + 3 months		5		
2.6.1	Cisco 3945 w/SPE250, 4GE, 3EHWIC, 3DSP, 4SM, 256MBCF, 1GBDRAM, IPB	CISCO3945E/K9	A.6	EDC + 3 months	1	5		
2.6.2	Security License for Cisco 3900 Series	SL-39-SEC-K9	A.6	EDC + 3 months	1	5		
2.6.3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	A.6	EDC + 3 months	1	5		
2.6.4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	A.6	EDC + 3 months	1	5		
2.6.5	256MB to 1GB Compact Flash Upgrade for Cisco 1900, 2900, 3900	MEM-CF-256U1GB	A.6	EDC + 3 months	1	5		
2.6.6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	A.6	EDC + 3 months	1	5		
2.6.7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	A.6	EDC + 3 months	1	5		
2.6.8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	A.6	EDC + 3 months	2	10		
2.6.9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	A.6	EDC + 3 months	1	5		
2.6.10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	A.6	EDC + 3 months	1	5		
2.6.11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	A.6	EDC + 3 months	1	5		
2.6.12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	A.6	EDC + 3 months	1	5		
2.6.13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	A.6	EDC + 3 months	1	5		
2.6.14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	A.6	EDC + 3 months	1	5		
2.6.15	Removable faceplate for SM slot on Cisco 2900, 3900, 4400 ISR	SM-S-BLANK	A.6	EDC + 3 months	4	20		
2.6.16	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	A.6	EDC + 3 months	1	5		
2.6.17	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	A.6	EDC + 3 months	1	5		
2.6.18	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	A.6	EDC + 3 months	1	5		
2.6.19	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	A.6	EDC + 3 months	1	5		
2.6.20	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1	A.6	EDC + 3 months	1	5		
2.6.21	2 port GE SFP service module	SM-2GE-SFP-CU	A.6	EDC + 3 months	2	10		
2.6.22	4-Port Serial HWIC	HWIC-4T	A.6	EDC + 3 months	1	5		
2.6.23	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	A.6	EDC + 3 months	3	15		
2.7	Manufacturer warranty for NS/MS/NU Switch - 1 year	CON-SNTP-WSC388TS	3.7; A.1	After FSA		15		
2.8	Manufacturer warranty for MS/NS Router - 1 year	CON-SAU-3945E	3.7; A.2	After FSA		10		
2.9	Manufacturer warranty for MS/NS Call Manager function - 1 year	CON-SAU-FLSREVHO	3.7; A.3	After FSA		10		
2.10	Manufacturer warranty for NU Router - 1 year	CON-SAU-3945E	3.7; A.4	After FSA		5		
2.11	Manufacturer warranty for NU Call Manager function- 1 year	CON-SAU-FLSREVHO	3.7; A.5	After FSA		5		
2.12	Manufacturer warranty for Black Core Router - 1 year	CON-SAU-3945E	3.7; A.6	After FSA		5		
TOTAL CLIN 2						TOTAL		
3	Work Package 2 (Security Elements Supply) - Delivery 1							
3.1	Boundary and Internal Firewalls (Palo Alto Networks PA-3020)	PAN-PA-3020	2.2.1	EDC + 3 weeks		23		
3.2	Threat prevention subscription year 1, PA-3020	PAN-PA-3020-TP	2.2.1	After delivery		23		
TOTAL CLIN 3						TOTAL		
4	Work Package 2 (Security Elements Supply) - Delivery 2							
4.1	Boundary and Internal Firewalls (Palo Alto Networks PA-3020)	PAN-PA-3020	2.2.1	EDC + 3 months		25		
4.2	Threat prevention subscription year 1, PA-3020	PAN-PA-3020-TP	2.2.1	After delivery		25		
TOTAL CLIN 4						TOTAL		
5	Work Package 3 (Voice and Video Elements Supply) - Delivery 1							
5.1	VTC Suite		2.3.1; B.1.1					
5.1.1	Polycom RealPresence Group 500-720p	7200-64250-101	2.3.1; B.1.1	EDC + 3 weeks		4		
5.1.2	VTC ancillaries	-	2.3.1; B.1.2	EDC + 3 weeks		4		
5.1.2	Polycom RealPresence Room Mic Array: Contains one Microphone Array and one 7.6m/25'	2215-63885-001	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Projector Epson EB-955WH	EB-955WH	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Spare projector lamp	ELPLP88	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Optoma DP-1095MWL	DP-1095MWL	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Kramer 3.5 mm stereo audio cable M/M 1.8m	C-A35M/A35M-6	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Molded 15-pin HD (M) to 15-pin HD (M) Cable	C-GM/GM-15	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Standard HDMI (M) to HDMI (M) Cable	C-HM/HM-15	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Shelf for mounting the RealPresence Group 300 & 500 series codecs. This is a black 1u shelf	2215-06177-001	B.1.2	EDC + 3 weeks	1	4		
5.1.2	Logitech speaker set Z623	980-000403	B.1.2	EDC + 3 weeks	1	4		
5.2	Telephones NU							
5.2.1	Cisco IP Phone 8841 (+ancillaries)	CP-8841-K9=	2.3.2	EDC + 3 weeks		462		
5.2.2	IP Phone power transformer for the 89/9900 phone series	CP-PWR-CUBE-4=	2.3.2	EDC + 3 weeks		462		
5.2.3	Manufacturer warranty for Cisco UC Phone 8841 - 1 year	CON-SNT-CP8841K9	3.7	After delivery		462		

5.3	Telephones NS/MS							
5.3.1	Cisco IP Phone 8841 Modified TEMPEST (API) (+ancillaries)	EM8841-02	2.3.3	EDC + 3 weeks		163		
5.3.2	Manufacturer warranty for Cisco UC Phone 8841 - 1 year	CON-SNT-CP8841K9	3.7	After delivery		163		
	TOTAL CLIN 5					TOTAL		
6	Work Package 3 (Voice and Video Elements Supply) - Delivery 2							
6.2	Telephones NU							
6.2.1	Cisco IP Phone 8841 (+ancillaries)	CP-8841-K9=	2.3.2	EDC + 3 months		200		
6.2.2	IP Phone power transformer for the 89/9900 phone series	CP-PWR-CUBE-4=	2.3.2	EDC + 3 months		200		
6.2.3	Manufacturer warranty for Cisco UC Phone 8841 - 1 year	CON-SNT-CP8841K9	3.7	After delivery		200		
6.3	Telephones NS/MS							
6.3.1	Cisco IP Phone 8841 Modified TEMPEST (API) (+ancillaries)	EM8841-02	2.3.3	EDC + 3 months		50		
6.3.2	Manufacturer warranty for Cisco UC Phone 8841 - 1 year	CON-SNT-CP8841K9	3.7	After delivery		50		
	TOTAL CLIN 6					TOTAL		
7	Work Package 4 (Servers Elements Supply) - Delivery 1							
7.1	Core Server	755258-B21	2.4.1; C.1	EDC + 3 weeks		54		
7.1.1	HP DL360 Gen9 8SFF CTO Server	755258-B21	C.1	EDC + 3 weeks	1	54		
7.1.2	Europe - Multilingual Localization	755258-B21 B19	C.1	EDC + 3 weeks	1	54		
7.1.3	HPE DL360 Gen9 E5-2640v4 FIO Kit	818176-L21	C.1	EDC + 3 weeks	1	54		
7.1.4	HPE DL360 Gen9 E5-2640v4 Kit	818176-B21	C.1	EDC + 3 weeks	1	54		
7.1.5	Factory Integrated	818176-B21 0D1	C.1	EDC + 3 weeks	1	54		
7.1.6	HPE 16GB 2Rx4 PC4-2400T-R Kit	836220-B21	C.1	EDC + 3 weeks	4	216		
7.1.7	Factory Integrated	836220-B21 0D1	C.1	EDC + 3 weeks	4	216		
7.1.8	HP 146GB 6G SAS 15K 2.5in SC ENT HDD	652605-B21	C.1	EDC + 3 weeks	2	108		
7.1.9	Factory Integrated	652605-B21 0D1	C.1	EDC + 3 weeks	2	108		
7.1.10	HP Smart Array P440ar/2G FIO Controller	749974-B21	C.1	EDC + 3 weeks	1	54		
7.1.11	HP H241 Smart HBA	726911-B21	C.1	EDC + 3 weeks	1	54		
7.1.12	Factory Integrated	726911-B21 0D1	C.1	EDC + 3 weeks	1	54		
7.1.13	HP 1U SFF Easy Install Rail Kit	734807-B21	C.1	EDC + 3 weeks	1	54		
7.1.14	Factory Integrated	734807-B21 0D1	C.1	EDC + 3 weeks	1	54		
7.1.15	HP 500W FS Plat Ht Plg Pwr Supply Kit	720478-B21	C.1	EDC + 3 weeks	2	108		
7.1.16	Factory Integrated	720478-B21 0D1	C.1	EDC + 3 weeks	2	108		
7.2	Storage/Backup Server	K2Q89A	2.4.2; C.2	EDC + 3 weeks		12		
7.2.1	HP MSA 1040 2Prt SAS DC SFF Strg	K2Q89A	C.2	EDC + 3 weeks	1	12		
7.2.2	HP MSA 1.8TB 12G SAS 10K 2.5in ENT HDD	J9F49A	C.2	EDC + 3 weeks	22	264		
7.2.3	Factory Integrated	J9F48A 0D1	C.2	EDC + 3 weeks	24	288		
7.2.4	HP MiniSAS HD to MiniSAS HD FO 2M Cbl	K2R00A	C.2	EDC + 3 weeks	6	72		
7.3	Backup Licences servers (HP)	M4H57AAE	2.4.3	EDC + 3 weeks		12		
	TOTAL CLIN 7					TOTAL		
8	Work Package 4 (Servers Elements Supply) - Delivery 2							
8.1	Core Server	755258-B21	2.4.1; C.1	EDC + 3 months		45		
8.1.1	HP DL360 Gen9 8SFF CTO Server	755258-B21	C.1	EDC + 3 months	1	45		
8.1.2	Europe - Multilingual Localization	755258-B21 B19	C.1	EDC + 3 months	1	45		
8.1.3	HPE DL360 Gen9 E5-2640v4 FIO Kit	818176-L21	C.1	EDC + 3 months	1	45		
8.1.4	HPE DL360 Gen9 E5-2640v4 Kit	818176-B21	C.1	EDC + 3 months	1	45		
8.1.5	Factory Integrated	818176-B21 0D1	C.1	EDC + 3 months	1	45		
8.1.6	HPE 16GB 2Rx4 PC4-2400T-R Kit	836220-B21	C.1	EDC + 3 months	4	180		
8.1.7	Factory Integrated	836220-B21 0D1	C.1	EDC + 3 months	4	180		
8.1.8	HP 146GB 6G SAS 15K 2.5in SC ENT HDD	652605-B21	C.1	EDC + 3 months	2	90		
8.1.9	Factory Integrated	652605-B21 0D1	C.1	EDC + 3 months	2	90		
8.1.10	HP Smart Array P440ar/2G FIO Controller	749974-B21	C.1	EDC + 3 months	1	45		
8.1.11	HP H241 Smart HBA	726911-B21	C.1	EDC + 3 months	1	45		
8.1.12	Factory Integrated	726911-B21 0D1	C.1	EDC + 3 months	1	45		
8.1.13	HP 1U SFF Easy Install Rail Kit	734807-B21	C.1	EDC + 3 months	1	45		
8.1.14	Factory Integrated	734807-B21 0D1	C.1	EDC + 3 months	1	45		
8.1.15	HP 500W FS Plat Ht Plg Pwr Supply Kit	720478-B21	C.1	EDC + 3 months	2	90		
8.1.16	Factory Integrated	720478-B21 0D1	C.1	EDC + 3 months	2	90		
8.2	Storage/Backup Server	K2Q89A	2.4.2; C.2	EDC + 3 months		10		
8.2.1	HP MSA 1040 2Prt SAS DC SFF Strg	K2Q89A	C.2	EDC + 3 months	1	10		
8.2.2	HP MSA 1.8TB 12G SAS 10K 2.5in ENT HDD	J9F49A	C.2	EDC + 3 months	22	220		
8.2.3	Factory Integrated	J9F48A 0D1	C.2	EDC + 3 months	24	240		
8.2.4	HP MiniSAS HD to MiniSAS HD FO 2M Cbl	K2R00A	C.2	EDC + 3 months	6	60		
8.3	Backup Licences servers (HP)	M4H57AAE	2.4.3	EDC + 3 months		10		
	TOTAL CLIN 8					TOTAL		
Grand Total:								



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

REQUEST FOR QUOTATION

RFQ-CO-14300-LINCE

**PROVISION OF CIS COMMERCIAL OF-THE-SHELF
EQUIPMENT FOR THE LIMITED INTERIM NATO
RESPONSE FORCE CIS CAPABILITY – EXPANSION
(LINC-E) UPDATE**

BOOK II

THE PROSPECTIVE CONTRACT

GENERAL INDEX

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III Contract General Provisions

Part IV Statement of Work



NCI AGENCY SIGNATURE SHEET	
1. Original Number ___ of ___	2. Purchase Order No.:
3. Contract Number: CO-14300-LINCE	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 8625 Fax: +32(0)2 707 8770
<p>7. CONTRACT SCOPE: This is a firm fixed price contract for the provision of CIS equipment required to perform a technical update on the NATO Deployable Systems Limited Interim NATO Response Force CIS Capability – Expansion (LINC-E). The scope of the contract is the delivery of a list of Commercial Off-The-Shelf CIS equipment for the LINC-E update. The contract does not include integration or configuration of the equipment.</p> <p>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.</p>	
<p>8. TOTAL AMOUNT OF CONTRACT:</p> <p>Firm Fixed Price: [Currency] _____ Delivered Duty Paid (DDP) (Incoterms 2010)</p>	
<p>9. DELIVERY: See Part I – Schedule of Supplies and Services, and Part IV – Statement of Work</p>	<p>10. SHIP TO / MARK FOR: 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.</p>
<p>11. CONTRACT The Contractor agrees to furnish all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration states herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the Contractor’s Basic Ordering Agreement currently in effect with the Purchaser, and Special Contract Conditions attached to this Purchase Order.</p>	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signatory	15. Name and Title of Signatory
16. Date signed by the Contractor	17. Date signed by the Purchaser



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

REQUEST FOR QUOTATION

RFQ-CO-14300-LINCE

**PROVISION OF CIS COMMERCIAL OF-THE-SHELF
EQUIPMENT FOR THE LIMITED INTERIM NATO
RESPONSE FORCE CIS CAPABILITY – EXPANSION
(LINC-E) UPDATE**

BOOK II – PART II

CONTRACT SPECIAL PROVISIONS

CONTRACT SPECIAL PROVISIONS
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ARTICLE 1 SCOPE

- 1.1 The purpose of this Request for Quotation (RFQ) is to establish a Contract for the provision of CIS equipment required to perform a technical update on the NATO Deployable Systems for the Limited Interim NATO Response Force CIS Capability – Expansion (LINC-E). The scope of the procurement is the delivery of a list of Commercial Off-The-Shelf CIS equipment for the LINC-E update. This contract do not include integration or configuration 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

Article “Definitions” of BOA Special Provisions is revised and supplemented by ARTICLE 4 – “DEFINITIONS” below.

Article “Inspection, Acceptance and Rejection” of BOA General Provisions is revised and supplemented by ARTICLE 11 – “INSPECTION AND ACCEPTANCE” and ARTICLE 12 – “REVIEW AND ACCEPTANCE OF DOCUMENTATION” below.

Article “Title and Risk of Loss” of BOA General Provisions is revised and supplemented by ARTICLE 13 – “TITLE AND RISK OF LOSS” below.

Article – “Payments” of BOA Special Provisions is replaced by ARTICLE 14 – “INVOICES AND PAYMENT” below.

Article – “Warranty” of BOA Special Provisions is revised and supplemented by ARTICLE 16 – “WARRANTY” below.

Article – “Security” of BOA General Provisions is revised and supplemented by ARTICLE 21 – “SECURITY” below.

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 Article “Definitions” of BOA Special Provisions is revised and supplemented by the following:
- 4.2 “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”.
- 4.3 “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”.
- 4.4 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.5 “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”.
- 4.6 “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”.
- 4.7 “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”.
- 4.8 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.9 “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. 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.

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 NATO member countries. 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.
- 8.3 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 NATO member nation.
- 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 NATO member nations 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 NATO member nation.

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" Article 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 Statement of Work.

ARTICLE 11 INSPECTION AND ACCEPTANCE

- 11.1 Article "Inspection, Acceptance and Rejection" of BOA General Provisions is hereby supplemented with this Article:
- 11.2 The work 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 Under the terms of this Contract, Acceptance will be made in two (2) steps:
1. Upon Provisional System Acceptance as specified in Section 4 SOW
 2. Successful Final System Acceptance (FSA)

ARTICLE 12 INVOICES AND PAYMENT

- 12.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 12.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 12.3 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-14300-LINCE
 - 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).
- 12.4 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:

Payment Milestone	Description	CLIN	Payment Percentage of total value of Contract
1	Delivery of the first batch of equipment (EDC + 3 weeks)	1 - 3 -5 - 7	60%
2	Delivery of the second batch of equipment (EDC + 3 months)	2 - 4 - 6 - 8	40%

- 12.5 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Article “Taxes and Duties” of the BOA General Provisions.
- 12.6 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 12.7 No payment shall be made for additional items delivered that are not specified in the contractual document.

- 12.8 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 12.9 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 12.10 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.”
- 12.11 The certificate shall be signed by a duly authorised company official on the designated original.
- 12.12 Invoices referencing **“CO-14300-LINCE/ PO [...]”** shall be submitted to:
NCI Agency Financial Management Unit (FMU)
Boulevard Léopold III
B-1110 Brussels
Belgium
- 12.13 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 13 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 13.1 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 Article “Termination for Default” of BOA General Provisions.
- 13.2 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 14 WARRANTY

- 14.1 Article “Warranty” of BOA Special Provisions is supplemented with the following:
- 14.2 Warranty shall start after Purchaser confirmed PSA for the first delivery of equipment and FSA for the second delivery, 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 PSA for the first delivery of equipment and FSA for the second delivery, all hardware and software to be provided under this Contract shall be under the Contractor’s responsibility.
- 14.3 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:
 - a. 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,
 - b. the system will, under normal conditions, perform without errors which make it unusable; and
 - c. 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.
- 14.4 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 Contractors 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.
- 14.5 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.

- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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 Article "Disputes and arbitration" of BOA General Provisions.

ARTICLE 15 CONTRACT ADMINISTRATION

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 All notices and communications shall be effective on receipt.
- 15.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Ms Esther Asensio Broodkoorn Title: Senior Contracting Officer Tel: +32 2 707 8625 Fax: +32 2 707 8770 E-mail: esther.asensio@ncia.nato.int	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn. Mr Nicolas Mallejac NSII Service Line, Project Manager Tel: +32 (0) 65 44 7306 E-mail: nicolas.mallejac@ncia.nato.int	For technical/project management matters: [...] Attn: Title: Tel: Fax: E-mail:

ARTICLE 16 SUB-CONTRACTORS

- 16.1 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.
- 16.2 The Contractor shall not place sub-contracts outside the NATO member Nations 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 17 CONTRACTOR COTS RESPONSIBILITY

- 17.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 17.2 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.
- 17.3 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.

- 17.4 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 18 LIQUIDATED DAMAGES

- 18.1 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.

- 18.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Article “Termination for Default” of BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 18.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause “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.
- 18.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the 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.
- 18.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 19 SECURITY

- 19.1 This Article supplements Article “Security” of BOA General Provisions.
- 19.2 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.
- 19.3 The security classification of this Contract is “NATO UNCLASSIFIED”.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance applicable security regulations.
- 19.10 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” Article of the BOA General Provisions.

ARTICLE 20 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- 20.1 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 21 INDEMNITY

- 21.1 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 23 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 21.2 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.
- 21.3 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.
- 21.4 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 22 TECHNICAL DIRECTION

- 22.1 At the 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.
- 22.2 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. If such direction is confirmed as a change, this change will be formalized by written amendment to the Contract pursuant to Article "Changes" of BOA General Provisions.
- 22.3 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 23 CARE AND DILIGENCE OF PROPERTY

- 23.1 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, 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.

- 23.2 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.
- 23.3 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 24 INDEPENDENT CONTRACTOR

- 24.1 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 25 APPLICABLE REGULATIONS

- 25.1 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.
- 25.2 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.
- 25.3 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 26 AUDITING AND ACCOUNTING

- 26.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 26.2 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.
- 26.3 In the event of this Contract being terminated in accordance with Article "Termination for Convenience of the Purchaser" of BOA 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 27 RESPONSIBILITY OF THE CONTRACTOR TO INFORM
EMPLOYEES OF WORK ENVIRONMENT**

- 27.1 The Contractor shall inform its employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 27.2 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.
- 27.3 The selection of adequate personnel shall remain sole responsibility of the Contractor.

ARTICLE 28 PERFORMANCE GUARANTEE

- 28.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of ten per cent (10%) of the total Contract Price.
- 28.2 Such guarantee, the validity of which shall not elapse before the expiration of the warranty period as specified in Article 14.2, shall be made payable to the Purchaser and may be delivered in the form of:
- a) A certified cheque;
 - b) An irrevocable letter of credit; or
 - c) A bank guarantee such as a performance bond or promissory note.
- 28.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 28.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 28.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 28.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 16.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 28.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee

with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.

- 28.8 The failure of the Contractor to deposit such performance guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article "Termination for Default" of BOA General Provisions.
- 28.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 32.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article "Termination for Default" of BOA General Provisions.

ARTICLE 29 TRANSPORTATION OF EQUIPMENT

- 29.1 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.
- 29.2 Items shipped under Warranty for repair or otherwise from the NCI Agency to the Contractor shall be the responsibility of the Purchaser.
- 29.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

ARTICLE 30 ASSIGNMENT

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

ARTICLE 31 PURCHASER FURNISHED PROPERTY

- 31.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Article "Changes" of BOA General Provisions.
- 31.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, 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 Article “Changes” of BOA General Provisions.

- 31.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 31.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 31.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 31.6 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.
- 31.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or 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.
- 31.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorized by the Purchaser or directed by the terms of the Contract.
- 31.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor’s possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor’s use of the Purchaser Furnished Property.

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BOOK II – PART III – CONTRACT GENERAL PROVISIONS



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

REQUEST FOR QUOTATION

RFQ-CO-14300-LINCE

**PROVISION OF CIS COMMERCIAL OF-THE-SHELF
EQUIPMENT FOR THE LIMITED INTERIM NATO
RESPONSE FORCE CIS CAPABILITY – EXPANSION
(LINC-E) UPDATE**

BOOK II – PART III

CONTRACT GENERAL PROVISIONS

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1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

2.1. Assembly

An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.2. Acceptance

Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements.

2.3. Claims

A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.

2.4. Clause

A provision of the Special or General Provisions of this Contract.

2.5. Codification Authority

The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.

2.6. Commercial Off-the-Shelf Items (COTS)

The term “Commercially Off-the-Shelf Item (COTS)” means any item that:

- is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
- is sold in substantial quantities in the commercial marketplace; and
- is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

2.7. Component

A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

2.8. Contractor Background IPR

Any IPR owned by the Contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.

2.9. Correction

Elimination of a Defect.

2.10. Contract

The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).

2.11. Contracting Authority

The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.

2.12. Contractor

The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.

2.13. Day

A calendar day

2.14. Defect

Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

2.15. Deliverable

Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.

2.16. Design Defect

Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formulae.

2.17. Effective Date of Contract (or “EDC”)

The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.

2.18. Failed Component

A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.

2.19. Foreground IPR

Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.

2.20. IPR

Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

2.21. Manufacturing Defect

Defect attributable to improper manufacturing processes, testing or quality control procedures.

2.22. NATO

The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, agencies, NATO nations and non-NATO nations to the extent that non-NATO nations are engaged in NATO Purposes.

2.23. NCI AGENCY (NCIA)

The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NCI Organisation.

2.24. NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)

The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.

2.25. NATO Purposes

Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.

2.26. Part

An item of an assembly or sub-assembly, which is not normally further broken down.

2.27. Participating Country

A NATO member country that participates in financing the effort.

2.28. Parties

The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.

2.29. Purchaser

The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.

2.30. Purchaser Background IPR

Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.

2.31. Purchaser Furnished Property

Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.

2.32. Software (Computer Software)

A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.

2.33. Software Defect

Any condition or characteristic of Software that does not conform with the requirements of the Contract.

2.34. Sub-Assembly

A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.

2.35. Sub-contract

Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.

2.36. Sub-contractor

Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

2.37. Third Party IPR

Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.

2.38. Work

Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

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

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

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

5. LANGUAGE

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

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

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

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's

Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.

- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.
- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

NATO UNCLASSIFIED
RFQ-CO-14300-LINCE
BOOK II – PART III – CONTRACT GENERAL PROVISIONS

Initial Expiry Date: _____

Final Expiry Date: _____

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

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

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

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

4. This Letter of Credit is effective the date hereof and shall expire at our office located at _____ (Bank Address) on _____. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ (“Final Expiry Date”) without amendment.

6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98

(1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1. Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2. Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Participating Country.
- 9.3. The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4. Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5. Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1. The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2. Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.

- 10.3. The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1. the Sub-contract was not part of the Contractor's original proposal; and
 - 10.3.2. the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
 - 10.3.3. the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4. The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5. The Contractor shall submit a copy of any such proposed Sub-contract when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6. The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. **SECURITY**

- 11.1. The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2. In particular the Contractor undertakes to:
- 11.2.1. appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2. maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;

- 11.2.3. abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
- 11.2.4. furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
- 11.2.5. maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
- 11.2.6. deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
- 11.2.7. limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;
- 11.2.8. comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
- 11.2.9. report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10. apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11. undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his

authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;

11.2.12. classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1. Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2. The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.
- 12.3. This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. PURCHASER FURNISHED PROPERTY

- 13.1. The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.2. In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the

Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

- 13.3. Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 13.4. Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 13.5. Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 13.6. The inventory shall note whether:
 - 13.6.1. The property was consumed or incorporated in fabrication of final deliverable(s);
 - 13.6.2. The property was otherwise destroyed;
 - 13.6.3. The property remains in possession of the Contractor;
 - 13.6.4. The property was previously returned
- 13.7. The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 13.8. The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9. The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

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

- 14.1. The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2. The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.
- 14.3. The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.
- 14.4. All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

- 16.1. The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order (“Change Order”) make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:
- 16.1.1. Specifications (including drawings and designs);
 - 16.1.2. Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
 - 16.1.3. Marking and method of shipment and packing;
 - 16.1.4. Place of delivery;
 - 16.1.5. Amount, availability and condition of Purchaser Furnished Property.
- 16.2. The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.
- 16.3. If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under 16.1 above unless this period is extended by the Purchaser.
- 16.4. If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5. Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6. The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7. Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall

excuse the Contractor from proceeding with the Contract as changed.

- 16.8. No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9. Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10. All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

17. STOP WORK ORDER

- 17.1. The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.
- 17.2. Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3. Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1. cancel the Stop Work Order; or
- 17.3.2. terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4. If a Stop Work Order issued under this Clause is cancelled or the period of

the Stop Work Order or any extension thereof expires, the Contractor shall resume work.

17.5. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

17.5.1. the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and

17.5.2. the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.

17.6. If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

18. CLAIMS

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

18.2. Claims shall be specifically identified as such and submitted:

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

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

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

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

- 18.4. An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.
- 18.5. The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

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

.....
.....

SIGNATURE

Date

- 18.6. Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7. Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.8. A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority, the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.9. No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10. The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1. Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its "Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.
- 19.2. With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3. For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the

Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:

- 19.3.1. those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
 - 19.3.2. the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4. The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
- 19.4.1. cost or pricing data;
 - 19.4.2. access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
 - 19.4.3. a Certificate of Current Cost or Pricing Data, when required.
- 19.5. If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account: :
- 19.5.1. the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
 - 19.5.2. a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
 - 19.5.3. a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - 19.5.4. the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
- then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6. At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").

- 19.6.1. Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
- 19.6.2. All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

19.7. For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

20.1. Except as may be specified in the Special Contract Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.

20.2. "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.

20.3. Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.

20.4. The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.

20.5. The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:

- 20.5.1. Purchaser's Contract number;
 - 20.5.2. Contract item number, designation and quantities;
 - 20.5.3. destination;
 - 20.5.4. number and description of the packages (gross and net weight);
 - 20.5.5. description of the goods and their value (for custom purpose only, not commercial value)
 - 20.5.6. consignor's name and address;
 - 20.5.7. consignee's name and address;
 - 20.5.8. method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9. name and address of freight forwarder.
- 20.6. Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7. Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

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

Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).

- 21.5. The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6. Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.
- 21.7. In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
 - 21.7.1. by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2. terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8. When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9. Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10. If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being

performed.

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

effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

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

- 22.6.3. the items are rejected and significantly fail to meet Contract requirements.
- 22.7. In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.
- 22.8. The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9. Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

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

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

- 25.5. All invoices shall be addressed to the NCIA - Financial Management

Either at the following addresses:

NCIA
Financial Management
Boulevard Léopold III

1110 Brussels
Belgium

OR

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

ncia-fmrc-bel_invoices@ncia.nato.int

Once the manner of forwarding the invoice is chosen, the Contractor shall keep this manner throughout the Contract.

- 25.6. Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.7. The Purchaser shall not bear any cost relating to financial guarantees which the Contractor is required to provide under this contract. The Purchaser is released from any interest resulting from any reason whatsoever.

26. TAXES AND DUTIES

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

examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

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

27. WARRANTY OF WORK (exclusive of Software)

27.1. For the purpose of this Clause:

27.1.1. "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

27.1.2. "Correction" shall mean the elimination of a defect;

27.1.3. "Work" shall not include software.

- 27.2. The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3. Unless another period of time is indicated in the Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4. Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5. If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6. The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7. In such rare cases where the Failed Component is either too large to be easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field

service shall be borne by the Contractor.

- 27.8. The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.
- 27.9. If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10. The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11. In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12. Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.
- 27.13. The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14. The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1. conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;

- 27.14.2. provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3. prepare and furnish data and reports as required by Clause 27.10.
- 27.15. The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16. If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1. Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.1.1. correct the Work;
 - 27.16.1.2. replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.1.3. obtain applicable data and reports; and/or
 - 27.16.1.4. charge the Contractor for the costs incurred by the Purchaser.
- 27.17. In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.
- 27.18. The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

- 28.1. The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.
- 28.2. The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.
- 28.3. The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.
- 28.4. The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

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

under this Contract.

29.3. This indemnity shall not apply under the following circumstances:

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

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

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

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

30. INTELLECTUAL PROPERTY

30.1. Purchaser Background IPR

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

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

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

30.2. Contractor Background IPR

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

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

30.3. Foreground IPR

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

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

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

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

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

30.3.6. The Contractor shall:

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

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

30.3.7. The Contractor undertakes:

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

30.3.7.2. to provide the Purchaser with such information as the Purchaser may reasonably request in order to: (i)

determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

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

30.4. Third Party IPR

- 30.4.1. Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

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

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

- 30.4.4. Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third party IPR for the purpose of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. The Contractor shall inform the Purchaser in advance of any restrictions on the Purchaser's use.

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

approval by the Purchaser.

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

30.5. Subcontractor IPR

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

31. **SOFTWARE WARRANTY**

31.1. Statement of the Warranties

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

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

31.2. Notification Requirement

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

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

writing of the same defect(s).

31.3. Duration of the Warranty

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

31.4. Purchaser Remedies for Breach

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

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

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

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

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

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

31.4.2.3. Equitably reduce the contract price

31.4.3. The Purchaser may elect the remedies provided in paragraph 31.4.2.1 or 31.4.2.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.2.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.2.1 and 31.4.2.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price

under this contract shall be equitably adjusted.

31.4.4. Election by the Purchaser of the remedy provided under paragraph 31.4.2.1 and 31.4.2.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.2 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.2 above.

31.5. Limitations and Exclusions from Warranty Coverage

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

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

31.6. Markings

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

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

32. **NATO CODIFICATION**

32.1. For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.

- 32.2. In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3. A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4. The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5. The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within twenty-one (21) Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s)
- 32.6. Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7. Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8. The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.

- 32.9. If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10. The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at:

“http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm”

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

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

35. TRANSFER AND SUB-LETTING

- 35.1. The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

- 36.1. If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

- 36.2. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:

36.2.1. to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor;
or

36.2.2. for which an adjustment is provided or excluded under any other provision of this Contract.

- 36.3. No claim under this Clause shall be allowed:

36.3.1. if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2. for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3. unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

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

Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

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

38. LIQUIDATED DAMAGES

- 38.1. If the Contractor:

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

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 1.0% (one per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Special Contract Provisions. If no Schedule of Payments is specifically set forth in the Special Contract Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

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

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

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

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

39. TERMINATION FOR DEFAULT

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

amended accordingly; or

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

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

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1. The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.

- 40.2. Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
- 40.3.1. stop the Work on the date and to the extent specified in the notice of termination;
 - 40.3.2. place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - 40.3.3. terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 40.3.4. assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
 - 40.3.5. settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 40.3.6. transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:
 - 40.3.6.1. the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
 - 40.3.6.2. the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
 - 40.3.7. use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above.

However, the Contractor:

- 40.3.7.1. shall not be required to extend credit to any Buyer; and
 - 40.3.7.2. may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
 - 40.3.8. complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 - 40.3.9. take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4. The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- 40.5. After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorized extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 40.6. Subject to the provisions of Clause 40.5, the Contractor and the Purchaser

may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.

40.7. In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:

40.7.1. for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;

40.7.2. the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;

40.7.3. the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and

40.7.4. a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

40.7.5. the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and

settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

- 40.8. The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9. Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10. The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:
- 40.10.1. if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
- 40.10.2. if an appeal has been taken, the amount finally determined on such appeal.
- 40.11. In arriving at the amount due to the Contractor under this Clause there shall be deducted:
- 40.11.1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
- 40.11.2. any claim which the Purchaser may have against the Contractor in connection with this Contract; and
- 40.11.3. the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.
- 40.12. If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in

accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

- 40.13. The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.
- 40.14. Unless otherwise provided for in this Contract, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Purchaser at all reasonable times at the office of the Contractor, but without direct charge to the Purchaser, all his books, records, documents, computer files and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Purchaser, photographs, micro-photographs, or other authentic reproductions thereof.

41. DISPUTES

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

attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

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

42. ARBITRATION

- 42.1. Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.
- 42.2. Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3. Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4. Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5. An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.

- 42.6. The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7. The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8. The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9. The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 42.10. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

ANNEX 1 TO GENERAL PROVISIONS

PURCHASER'S PRICING PRINCIPLES

A. General

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

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

i. Direct Costs

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

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping as presented in sub- paragraph 5 hereafter.

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

2. Unallowable Costs

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

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.
- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or

approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.

- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. A rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

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

When applicable to be completed in attached Enclosure 1 (Excel Workbook)



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

REQUEST FOR QUOTATION

RFQ-CO-14300-LINCE

**PROVISION OF CIS COMMERCIAL OFF-THE-SHELF
EQUIPEMENT FOR THE LIMITED INTERIM NATO
RESPONSE FORCE CIS CAPABILITY – EXPANSION
(LINC-E) UPDATE**

BOOK II - PART IV

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SECTION 1. INTRODUCTION

1.1 Background Information

- 1.1.1 In the frame of the Deployable CIS (DCIS) mitigation plan 2016-2022 to fill a capability gap on the DCIS system, NATO intends to extend the operational service of the existing Limited Interim NATO Response Force CIS Capability - Expansion (LINC-E) systems until 2019 by addressing obsolescence of the CIS equipment.
- 1.1.2 The LINC-E systems are the main DCIS equipment in use in support of NATO deployed operations, including the NATO Response Force. LINC-E systems were designed internally by NATO and built with COTS devices.

1.2 Scope Of Work

1.2.1 General Activities

- 1.2.1 The services provided by the Contractor shall consist of the supply and delivery of hardware, software and documentation. All the requirements as detailed in this document shall be met.
- 1.2.2 The Contractor shall supply the equipment exactly as specified in this Contract. The equipment and software shall be delivered in accordance with the equipment brand name when specified.

The Contract Scope of Work is addressed through four Work Packages:

1.2.2 Work Package 1 (Network Elements Supply)

- 1.2.3 This Work Package shall supply and deliver the following type of equipment :
 - (a) NU/MS/NS switches
 - (b) NS/MS Access Router (SAR)
 - (c) NU Access Router (UAR)
 - (d) Black Core Router (BCR)

1.2.3 Work Package 2 (Security Elements Supply)

- 1.2.4 This Work Package shall supply and deliver the following type of equipment :
 - (a) Firewall for Internal Protection
 - (b) Firewall for Boundary Protection

1.2.4 Work Package 3 (Voice and Video Elements Supply)

1.2.4.1 This Work Package shall supply and deliver the following type of equipment :

- (a) VTC suite
- (b) Telephones NU
- (c) Telephones NS/MS
- (d) Call Manager Function NS/MS
- (e) Call Manager Function NU

1.2.5 Work Package 4 (Servers Elements Supply)

1.2.5.1 This Work Package shall supply and deliver the following type of hardware and software :

- (a) Core Servers
- (b) Data Backup for NU and MS or NS
- (c) Symantec backup Licences

1.3 Contractor Tasks

1.3.1 The Contractor shall deliver all hardware, software and services as specified in Section 2 to this SOW and in the Schedule of Supplies and Services (SSS) at the following address:

CSSC Brunssum
Rimburgerweg 30
Bldg H204
6445 PA Brunssum

1.4 Project Schedule Constraints

1.4.1 The objective of this project is to achieve the delivery of the 4 Work Packages in two batches of hardware and software :

- (a) The first batch shall be delivered no later than EDC+3 weeks.
- (b) The second batch shall be delivered no later than EDC+3 months.

1.4.2 For planning purposes the Contractor shall provide overall planning details for the delivery of all IT equipment.

1.4.3 The Contractor shall provide a weekly update detailing the current status of delivery via e-mail to the Purchaser's Project Manager.

SECTION 2. TECHNICAL REQUIREMENTS

2.1 Work Package 1 (Network Elements Supply)

This Work Package shall supply and deliver the following types of equipment :

2.1.1 NU/MS/NS switches

2.1.1.1 The Access switches supplied under this contract shall be CISCO Catalyst (WS-C3850-48T-S) (CLIN1.1, CLIN2.1) with the following modules/features included:

- (a) 48 Ethernet Ports Data IP Base
- (b) Cisco Catalyst 3850 4x10Gb Ethernet Network Module(C3850-NM-4-10G)
- (c) 4 x Gigabit LX/LH SFP transceiver module (GLC-LH-SMD=)
- (d) Double 350W AC power supply (230V/50Hz) with European power cord CEE 7/7

2.1.2 The specifications of the switches are detailed in Appendix A.1.

2.1.3 NS/MS Router (SAR)

2.1.3.1 The routers supplied under this contract shall be the Cisco 3945 Integrated Services Router (CLIN1.2, CLIN2.2) with the following modules/features included:

- (a) 1GB to 2GB DRAM factory Upgrade (1GB+1GB) (MEM-3900-1GU2GB)
- (b) 256MB to 1GB Compact Flash factory Upgrade (MEM-CF-256U1GB)
- (c) Double 350W AC power supply (230V/50Hz) with European power cord CEE 7/7
- (d) 2 x Gigabit Ethernet Dual-Identity Enhanced High-Speed WAN Interface Card with 1 port module (EHWIC-1GE-SFP-CU)
- (e) 2 x 10Gb Ethernet 2 ports Network Module (SM-2GE-SFP-CU)
- (f) 3 x Gigabit SX SFP transceiver module (GLC-SX-MMD=)
- (g) 6 x Gigabit LX/LH SFP transceiver module (GLC-LH-SMD=)

2.1.3.2 The specifications of the SAR are detailed in Appendix 0.

2.1.4 NU Router (UAR)

2.1.4.1 The routers supplied under this contract shall be the Cisco 3945 Integrated Services Router (CLIN1.4, CLIN2.4) with the following modules/features included:

- (a) 1GB to 2GB DRAM factory Upgrade (1GB+1GB) (MEM-3900-1GU2GB)
- (b) 256MB to 1GB Compact Flash factory Upgrade (MEM-CF-256U1GB)
- (c) Double 350W AC power supply (230V/50Hz) with European power cord CEE 7/7

- (d) 4-Port Serial High-Speed WAN Interface Card (HWIC-4T)
- (e) 2 x 10Gb Ethernet 2 ports Network Module (SM-2GE-SFP-CU)
- (f) 6 x Gigabit SX SFP transceiver module (GLC-SX-MMD=)
- (g) 12 x Gigabit LX/LH SFP transceiver module (GLC-LH-SMD=)

2.1.4.2 The specifications of the UAR are detailed in Appendix 0.

2.1.5 Black Core Router (BCR)

2.1.5.1 The routers supplied under this contract shall be the Cisco 3945 Integrated Services Router (CLIN1.6, CLIN2.6) with the following modules/features included:

- (a) 1GB to 2GB DRAM factory Upgrade (1GB+1GB) (MEM-3900-1GU2GB)
- (b) 256MB to 1GB Compact Flash factory Upgrade (MEM-CF-256U1GB)
- (c) Double 350W AC power supply (230V/50Hz) with European power cord CEE 7/7
- (d) 1 x Gigabit Ethernet Dual-Identity Enhanced High-Speed WAN Interface Card with 1 port module (EHWIC-1GE-SFP-CU)
- (e) 4-Port Serial High-Speed WAN Interface Card (HWIC-4T)
- (f) 4-port T1/E1 Multiflex Trunk Voice/WAN Interface Card (VWIC3-4MFT-T1/E1)
- (g) 3 x Gigabit LX/LH SFP transceiver module (GLC-LH-SMD=)

2.1.5.2 The specifications of the BCR are detailed in Appendix 0.

2.2 Work Package 2 (Security Elements Supply)

This Work Package shall supply and deliver the fo type of equipment :

2.2.1 Boundary and Internal Firewalls

2.2.1.1 The firewalls supplied under this contract shall be Palo Alto Networks PA-3020 (CLIN3.1, CLIN4.1) and be supplied with the following support :

- (a) Threat prevention subscription year 1 (PAN-PA-3020-TP) (CLIN3.2, CLIN4.2)

2.2.1.2 The firewall shall provide an integrated Intrusion Detection System and Intrusion Protection System (IDS/ IPS) capability.

2.3 Work Package 3 (Voice and Video Elements Supply)

2.3.1 VTC suite

2.3.1 The VTC supplied shall be Polycom RealPresence Group 500-720p (CLIN5.1.1) and shall be supplied with a set of ancillaries (CLIN5.1.2) per suite.

- 2.3.2 The specifications of the VTC system shall be as detailed in Appendix B.1.1.
- 2.3.3 The specification of the set of ancillaries shall be as detailed in Appendix **Error! eference source not found..**

2.3.2 Telephones NU

- 2.3.2.1 The NU phones supplied under this contract shall be the Cisco IP Phone 8841 (CLIN5.2, CLIN6.2) and shall be delivered with the following ancillaries :
 - (a) IP Phone power transformer for the 89/9900 phone series (CP-PWR-CUBE-4=)

2.3.3 Telephones NS/MS

- 2.3.3.1 The NU phones supplied under this contract shall be the model Cisco IP Phone 8841 TEMPEST modified by the manufacturer API (CLIN5.3, CLIN6.3).

2.3.4 Call Manager Function NS/MS

- 2.3.4.1 The NS/MS Call Manager Function (CLIN1.3, CLIN2.3) supplied under this contract shall be included as licences and modules in the NS/MS routers.
- 2.3.4.2 The components providing the NS/MS Call Manager functionalities shall provide the Session Border Controller functionality.
- 2.3.4.3 The components (licences and modules) providing this functionality are specified in Appendix 0.

2.3.5 Call Manager Function NU

- 2.3.5.1 The NU Call Manager Function (CLIN1.5, CLIN2.5) supplied under this contract shall be included in the NU router.
- 2.3.5.2 The components providing the NU Call Manager functionalities shall provide the Session Border Controller functionality.
- 2.3.5.3 The components providing this functionality are specified in Appendix 0.

2.4 Work Package 4 (Servers Elements Supply)

This Work Package shall supply and deliver the following types of equipment :

2.4.1 Core Servers

- 2.4.1.1 The Core Servers supplied under this contract shall be HP DL360 Gen9 servers (CLIN7.1, CLIN8.1).
- 2.4.1.2 The specifications of these servers are detailed in Appendix C.1.

2.4.2 Backup and Storage Servers for NU and MS or NS

2.4.2.1 The Backup and Storage Servers supplied under this contract shall be HP MSA 1040 servers (CLIN7.2, CLIN8.2).

2.4.2.2 The specifications of these servers are detailed in Appendix C.2.

2.4.3 Backup Licences for storage servers

2.4.3.1 The Backup Licences supplied under this contract shall be HP VM Backup licences (CLIN7.3, CLIN8.3) with the following specifications :

- (a) Backup Licence : HPE VM Exp Enterprise 6 Socket Starter

SECTION 3. INTEGRATED LOGISTIC SUPPORT (ILS)

3.1 Introduction

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

3.2 Shipping And Transportation

- 3.2.1 All goods covered under the Contract, including items being returned after Warranty repair, shall be shipped at the expense of the Contractor to their final destination at the following address :

CSSC Brunssum
Rimburgerweg 30
Bldg H204
6445 PA Brunssum

- 3.2.2 All materials covered under the Contract, including items being returned after Warranty repair, shall be shipped at the expense of the Contractor Delivered Duty Paid (DDP) to the specified address in accordance with current INCOTERMS published by the International Chamber of Commerce.
- 3.2.3 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at the specified destination.
- 3.2.4 The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.
- 3.2.5 The NCI Agency Point of Contact (POC) for all shipment instruction and shipment requests is:

Mr Carlos Rodrigues (NCI Agency)/ILS Office
Tel: +32 (0)2 707 8383
Fax: +32 (0)2 707 8770
E-mail: carlos.rodrigues@ncia.nato.int

3.3 Preservation And Packaging

- 3.3.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

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3.3.2 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.

3.3.3 The packing list shall include the following information as a minimum:

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

3.3.4 CUSTOMS FORMS 302

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

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

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

7	Name and address of the freight forwarder
8	POC to receive the Form 302

- 3.3.7 The Contractor is to ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 3.3.8 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 3.3.9 These forms shall be originals and must be mailed or delivered by mail/express courier.
- 3.3.10 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 3.3.11 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 3.3.12 Only after having received Purchaser’s approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 3.3.13 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 3.3.14 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 3.3.15 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

3.4 Notice Of Shipment

- 3.4.1 One (1) week prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser’s ILS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities

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

3.5 Inventory

3.5.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items and documents to be delivered under this contract at least ten (10) (working days before shipment. It shall contain the following information:

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

Field	Description
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.

Field	Description
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.

Field	Description
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

3.6 Technical Documentation

- 3.6.1 Each deliverable shall be accompanied with its COTS documentation. This documentation shall be identified in the inventory.
- 3.6.2 All documentation shall be in the English language.

3.7 Warranty & Support

- 3.7.1 The period of warranty for the equipment delivered under this project shall start immediately after Equipment delivery. The warranty shall be the standard manufacturer warranty with a minimum of 1 year for the hardware and six months for the software.
- 3.7.2 The Contractor shall provide exact warranty conditions for each type of equipment.
- 3.7.3 The Contractor shall be solely responsible for all costs to implement and administer the required warranty throughout the entire respective warranty term(s).
- 3.7.4 The transportation of unserviceable items from NCIA to the Contractor for repair shall be the responsibility of the Purchaser. Transportation of repaired/replaced items shall be the responsibility of the Contractor.
- 3.7.5 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.
- 3.7.6 The Contractor shall be aware that, due to NATO security constraints, failed storage media cannot be returned to the Contractor for repair/ exchange. Failed storage media will be destroyed on-site by the Purchaser. Failed storage media, excluding Purchaser shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.

SECTION 4. FINAL SYSTEMS ACCEPTANCE (FSA)

- 4.1.1 Final Systems Acceptance (FSA) is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that the Contract deliverables are complete.
- 4.1.2 The conditions for Final Systems Acceptance (FSA) are that all equipment and softwares as detailed in the Schedule of Supplies have been delivered and all deficiencies noted during delivery have been cleared by the Contractor to the satisfaction of the Purchaser.
- 4.1.3 A Provisional System Acceptance (PSA) will be declared when the CLIN 1, 3, 5 and 7 will be delivered. A FSA will be declared when the CLIN 2, 4, 6 and 8 will be delivered and all deficeintency cleared.

Appendix A. WP 1 (NETWORK ELEMENTS SUPPLY)

A.1 NS/MS/NU Switches minimum specifications

	Description	Part Number	Qty
1	Cisco Catalyst 3850 48 Port Data IP Base	WS-C3850-48T-S	1
2	CAT3850 Universal k9 image	S3850UK9-36E	1
3	350W AC Config 1 Secondary Power Supply	PWR-C1-350WAC/2	1
4	Cisco Catalyst 3850 4 x 10GE Network Module	C3850-NM-4-10G	1
5	Europe AC Type A Power Cable	CAB-TA-EU	2
6	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	1
7	50CM Type 1 Stacking Cable	STACK-T1-50CM	1
8	Catalyst 3750X and 3850 Stack Power Cable 30 CM	CAB-SPWR-30CM	1
9	350W AC Config 1 Power Supply	PWR-C1-350WAC	1
10	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	4
11	SNTC-24X7X4 Cisco Catalyst 3850 48 Port Data IP Base	CON-SNTP-WSC388TS	1

A.2 MS/NS Router minimum specifications

	Description	Part Number	Qty
1	Cisco 3945	CISCO3945E/K9	1
2	Security License for Cisco 3900 Series	SL-39-SEC-K9	1
3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	1
4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	1
5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	1
6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	1
7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	1
8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	2
9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	1
10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	1

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11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	1
12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	1
13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	1
14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	1
15	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	SM-S-BLANK	1
16	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	1
17	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	1
18	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	1
19	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	1
20	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	EHWIC-1GE-SFP-CU	2
21	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	1
22	2 port GE SFP service module	SM-2GE-SFP-CU	1
23	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	3
24	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	6
25	SW APP SUPP + UPGR Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM	CON-SAU-3945E	1

A.3 Call Manager Function of the MS/NS Router minimum specifications

	Description	Part Number	Qty
1	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	1
2	Cisco Survivable Remote Site Telephony License	FL-SRST	1
3	UCS-E, DoubleWide, 6 Core CPU 2.0, 2x8G SD, 1x8GB RDIMM, 1-3 HDD	UCS-E160D-M2/K9	1
4	Upgrades E140/160 First memory dimm from 8 to 16GB	E100-8-16-MEM-UPG	1
5	16GB, 1333MHz RDIMM/PC3-10600 2R for DoubleWide UCS-E	E100D-MEM-RDIM16G	1
6	900 GB, SAS hard disk drive for DbleWide UCS-E	E100D-HDD-SAS900G	3
7	Configure Hard Drives as RAID 5	DISK-MODE-RAID-5	1
8	8 GB SD Card for SingleWide and DoubleWide UCS-E	E100-SD-8G	1
9	Permanent paper license for VMware ESXi on UCSE MAX 32GB RAM	FL-SRE-V-HOST	1
10	VMware Vsphere Hypervisor (ESXi) v5.5 software for UCS E	SW-UCSE-VM-5.5-K9	1
11	256-channel high-density voice DSP module	PVDM3-256	1
12	SW APP SUPP + UPGR Permanent paper license for VMware ESXi	CON-SAU-FLSREVHO	1

A.4 NU Router minimum specifications

	Description	Part Number	Qty
1	Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM,256MBCF,1GBDRAM,IPB	CISCO3945E/K9	1
2	Security License for Cisco 3900 Series	SL-39-SEC-K9	1
3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	1
4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	1
5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	1
6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	1
7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	1
8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	2
9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	1
10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	1
11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	1
12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	1
13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	1
14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	1
15	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	1
16	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	1
17	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	1
18	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	1
19	Blank faceplate for HWIC slot on Cisco ISR	HWIC-BLANK	1
20	4-Port Serial HWIC	HWIC-4T	1
21	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	GLC-SX-MMD=	6
22	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	12
23	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	EHWIC-1GE-SFP-CU	1
24	SW APP SUPP + UPGR Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM	CON-SAU-3945E	1

A.5 Call Manager Function of the NU Router minimum specifications

	Description	Part Number	Qty
1	Unified Communication License for Cisco 3900 Series	SL-39-UC-K9	1

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2	Cisco Survivable Remote Site Telephony License	FL-SRST	1
3	UCS-E, DoubleWide, 6 Core CPU 2.0, 2x8G SD, 1x8GB RDIMM, 1-3 HDD	UCS-E160D-M2/K9	1
4	Upgrades E140/160 First memory dimm from 8 to 16GB	E100-8-16-MEM-UPG	1
5	16GB, 1333MHz RDIMM/PC3-10600 2R for DoubleWide UCS-E	E100D-MEM-RDIM16G	1
6	900 GB, SAS hard disk drive for DbleWide UCS-E	E100D-HDD-SAS900G	3
7	Configure Hard Drives as RAID 5	DISK-MODE-RAID-5	1
8	8 GB SD Card for SingleWide and DoubleWide UCS-E	E100-SD-8G	1
9	Permanent paper license for VMware ESXi on UCSE MAX 32GB RAM	FL-SRE-V-HOST	1
10	VMware Vsphere Hypervisor (ESXi) v5.5 software for UCS E	SW-UCSE-VM-5.5-K9	1
11	256-channel high-density voice DSP module	PVDM3-256	1
12	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1	1
13	SW APP SUPP + UPGR Permanent paper license for VMware ESXi	CON-SAU-FLSREVHO	1

A.6 BCR minimum specifications

	Description	Part Number	Qty
1	Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM,256MBCF,1GBDRAM,IPB	CISCO3945E/K9	1
2	Security License for Cisco 3900 Series	SL-39-SEC-K9	1
3	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	SL-39-APP-K9	1
4	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	MEM-3900-1GU2GB	1
5	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	MEM-CF-256U1GB	1
6	Cisco 3925/3945 AC Power Supply	PWR-3900-AC	1
7	Cisco 3925/3945 AC Power Supply (Secondary PS)	PWR-3900-AC/2	1
8	AC Power Cord (Europe), C13, CEE 7, 1.5M	CAB-ACE	2
9	Console Cable 6ft with RJ45 and DB9F	CAB-CONSOLE-RJ45	1
10	Cisco 3925/3945 Fan Assembly for NEBS (w/3900-FANFLTR-NEBS)	3900-FANASSY-NEBS	1
11	DATA features for 3900 series APP license	SL-39-DATA-APP-K9	1
12	Cisco Services Performance Engine 250 for Cisco 3945E ISR	C3900-SPE250/K9	1
13	WAAS and VWAAS Right to Use for 2500 connections	WAAS-RTU-2500	1
14	Cisco Config Pro Express on Router Flash	ISR-CCP-EXP	1
15	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	SM-S-BLANK	4
16	IP Base License for Cisco 3925/3945	SL-39-IPB-K9	1
17	Cisco 3925-3945 SPE IOS UNIVERSAL	S39EUK9-15403M	1
18	U.S. Export Restriction Compliance license for 3900E series	FL-39E-HSEC-K9	1
19	AC Cord Retention Assembly for ISR 3900 Series	PWR-RTN-ASY-39-AC	1
20	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VWIC3-4MFT-T1/E1	1
21	2 port GE SFP service module	SM-2GE-SFP-CU	2
22	4-Port Serial HWIC	HWIC-4T	1
23	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	GLC-LH-SMD=	3
24	SW APP SUPP + UPGR Cisco 3945 w/SPE250,4GE,3EHWIC,3DSP,4SM	CON-SAU-3945E	1

Appendix B. WP 3 (VOICE AND VIDEO ELEMENTS SUPPLY)

B.1 VTC Suite

B.1.1 VTC system

The minimum specifications for the Polycom RealPresence Group 500-720p VTC system shall be :

- (a) Group 500 HD codec,
- (b) EagleEyeIV-12x camera,
- (c) Mic array,
- (d) Universal remote,
- (e) NTSC/PAL compliant
- (f) Connexion cables : 2 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCI digital 3m,
- (g) Power cables : EURO-Type C, CE 7/7.

B.1.2 Set of ancillaries

	Description	Part Number	Qty
1	Polycom RealPresence Room Mic Array: Contains one Microphone Array and one 7.6m/25' CLink 2 cable. Compatible with Group Series and SoundStructure.	2215-63885-001	1
2	Projector Epson EB-955WH	EB-955WH	1
3	Spare projector lamp	ELPLP88	1
4	Optoma DP-1095MWL	DP-1095MWL	1
5	Kramer 3,5 mm stereo audio cable M/M 1,8m	C-A35M/A35M-6	1
6	Molded 15-pin HD (M) to 15-pin HD (M) Cable	C-GM/GM-15	1
7	Standard HDMI (M) to HDMI (M) Cable	C-HM/HM-15	1
8	Shelf for mounting the RealPresence Group 300 & 500 series codecs. This is a black 1u shelf for 19" racks which will hold the codec in position with a secure mounting system. 1u (1.75 inches)x17.5" (without ears, 19" width)x9.8" deep. Shelf only.	2215-06177-001	1
9	Logitech speaker set Z623	980-000403	1

Appendix C. WP 4 (SERVERS ELEMENTS SUPPLY)

C.1 Core Servers minimum specifications

	Description	Part Number	Qty
1	HP DL360 Gen9 8SFF CTO Server	755258-B21	1
2	Europe - Multilingual Localization	755258-B21 B19	1
3	HPE DL360 Gen9 E5-2640v4 FIO Kit	818176-L21	1
4	HPE DL360 Gen9 E5-2640v4 Kit	818176-B21	1
5	Factory Integrated	818176-B21 0D1	1
6	HPE 16GB 2Rx4 PC4-2400T-R Kit	836220-B21	4
7	Factory Integrated	836220-B21 0D1	4
8	HP 146GB 6G SAS 15K 2.5in SC ENT HDD	652605-B21	2
9	Factory Integrated	652605-B21 0D1	2
10	HP Smart Array P440ar/2G FIO Controller	749974-B21	1
11	HP H241 Smart HBA	726911-B21	1
12	Factory Integrated	726911-B21 0D1	1
13	HP 1U SFF Easy Install Rail Kit	734807-B21	1
14	Factory Integrated	734807-B21 0D1	1
15	HP 500W FS Plat Ht Plg Pwr Supply Kit	720478-B21	2
16	Factory Integrated	720478-B21 0D1	2

C.2 Storage/Backup Servers minimum specifications

	Description	Part Number	Qty
1	HP MSA 1040 2Prt SAS DC SFF Strg	K2Q89A	1
2	HP MSA 1.8TB 12G SAS 10K 2.5in ENT HDD	J9F49A	22
3	Factory Integrated	J9F48A 0D1	24
4	HP MiniSAS HD to MiniSAS HD FO 2M Cbl	K2R00A	6

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