



NATO UNCLASSIFIED

Acquisition Office
Tiziana Pezzi
Principal Contracting Officer

NCIA/ACQ/2023/07274

11 September 2023

To: Distribution List

Subject: Invitation For Bid RFQ-CO-115861-NMI Amendment# 1

Provide Enduring CIS Support to NATO Mission Iraq (NMI)

References: A. BOA: AC/4-D(2019)0004 (INV)
B. AC/4-D/2261-ADD1 (1996 EDITION) (INV)
C. NCIA-Procurement SOP 16.01 Rev 1
D. AC/4-DS(2022)0005
E. Issuance of Invitation for Bids RFQ-CO-115861-NMI dated 3 August 2023

Dear Prospective Bidders,

1. The purpose of this Amendment# 1 is to:
 - a. Revise the RFQ Bid Closing Date;
 - b. Publish Release 1 of RFQ Bidders' questions and NCI Agency responses, and;
 - c. Issue revised RFQ documents (Book I)
2. In accordance with the Procedures for International Competitive Bidding AC/4-D/2261 (1996 Edition), paragraph 10 (b), sub-paragraph (iii), the Book I, Part I, Bidding Instructions, Section 2.3, BID DELIVERY AND BID CLOSING, Para 2.3.1, is hereby revised as follows:

FROM:

"All Bids shall be in the possession of the Purchaser at the e-mail addresses given below in paragraph 2.3.2 before 14.00 hours (Brussels Time) on September 15 2023 at which time and date bidding shall be closed".

TO:

*"All Bids shall be in the possession of the Purchaser at the e-mail addresses given below in paragraph 2.3.2 before 14.00 hours (Brussels Time) on **October 16 2023** at which time and date bidding shall be closed".*

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3. NCI Agency responses to Bidders' questions received by 1 September 2023 are hereby published with this RFQ Amendment 1 as Attachment 1.
4. Revised bidding documents are provided with this RFQ Amendment# 1 and replace the original versions in their entirety. Potential Bidders are strongly advised to carefully review these revised bidding documents. With the exception of the revisions included in these documents, all other RFQ documents remain unchanged from their original version as issued on 3 August 2023.
5. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
6. The Contracting Officers responsible for this solicitation are Dorina Cani and Catalin Nicolae, and all correspondence regarding this RFQ should be sent via email to RFQ.CO.115861.NMI@ncia.nato.int.

FOR THE DIRECTOR OF ACQUISITION:

Tiziana Pezzi
Principal Contracting Officer

Attachments:

- 1) Responses to Clarification Requests
- 2) Revised IFB Documents

Distribution List for RFQ-CO-115861-NMI Amendment 1

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NATEXs

Applicable NATEXs

NCI Agency (Internal distribution)

Registry (for distribution)

NCIA/ACQ/2023/07179
02 August 2023

To: **Distribution List**

Subject: **AMENDMENT# 1 TO REQUEST FOR QUOTATION RFQ-CO-115861-NMI**
Provide Enduring CIS Support to NATO Mission Iraq (NMI)
Provision of routers and switches (WP 4)
Provision of Windows 10/11 compliant end user client devices (WP 6)
Project Serial 2022/1HQ03009-0/8/9

References: **BOA: AC/4-D(2019)0004 (INV)**
AC/4-D/2261-ADD1 (1996 EDITION) (INV)
NCIA-Procurement SOP 16.01 Rev 1
AC/4-DS(2022)0005

1. Your firm maintains a Basic Ordering Agreement with this Agency and has been identified as a potential source of supplies for the areas of interest. The technical specifications and contract performance requirements are set forth in the Prospective Contract attached hereto as Enclosure B.
2. You are invited to participate in a BOA competition for the provision of new routers and switches under WP 4 and Windows 10 compliant end users client devices under WP 6
3. Contract Award will be made on a Firm Fixed Price Basis to the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions (Book I) attached to this letter
4. This Request for Quotation (RFQ) consists of the Bidding Instructions, including Administrative Certificates and Bidding Sheets (Book I) and the Prospective Contracts for each of the two Work Packages (Book II and Book III). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), BOA Contract General Provisions (Part III), and the Statement of Work with its Annexes (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the contract
5. The RFQ is divided into two separate Work Packages (WP), the Bidder may submit one bid for only one WP or two separate bids for each of the two WPs:

– **Work Package 4 (WP 4): Provision of router and switches;**

– **Work Package 6 (WP 6): Provision of Windows 10/11 compliant end user client devices.**

6. The WPs will be evaluated separately, but the Purchaser may decide to award one single Contract combining both WPs in the event that the lowest compliant Bidder for the two WPs is the same Bidder.
7. The security classification of this offer is “NATO UNCLASSIFIED”. This Request For Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
8. Prospective Offerors are further advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for preparation costs incurred by firms or any other collateral costs if cancellation occurs.
9. NCIA BOA holders from 30 NATO Nations may submit a quotation in response to this RFQ.
10. You are requested to complete and return the enclosed Acknowledgement of Receipt within seven (7) calendar days of receipt of this RFQ, informing the NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
11. In accordance with the NATO Management of Non-Classified NATO Information policy (C-M(2002)60), this RFQ is the property of the NCI Agency and shall therefore NOT be published on the internet.

**12. THE CLOSING TIME FOR SUBMISSION OF OFFERS IS 1400 HOURS (BRUSSELS TIME)
ON 16th October 2023**

The NCIA point of contact for this procurement is Ms. Dorina Cani, Contracting Officer with a copy to Mr. Catalin Nicolae, Action Officer. Contact e-mail:

RFQ.CO.115861.NMI@ncia.nato.int

FOR THE CHIEF OF ACQUISITION

Tiziana Pezzi
Principal Contracting Officer

Enclosures:

- A. Book I – Bidding Instructions**
- B. Book II – Prospective Contract**

**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION
RFQ-CO-115861-NMI**

Please complete and return (as .pdf scan) within 7 working days
by e-mail to: RFQ.CO.115861.NMI@ncia.nato.int

Date: _____

We hereby advise that we have received Request for Quotation RFQ-CO-115861-NMI
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:



REQUEST FOR QUOTATION

RFQ-CO-115861-NMI

PROVIDE ENDURING CIS SUPPORT TO NATO MISSION IRAQ (NMI)

Provision of routers and switches (WP 4)

Provision of Windows 10/11 compliant end user client devices (WP 6)

Authorisation/Serial No.

AC/4(PP)D/27964-ADD5

2022/1HQ03009-0/8/9

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- Part I Schedule of Supplies and Services
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- Part I Schedule of Supplies and Services
- Part II Contract Special Provisions
- Part III BOA Contract General Provisions
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RFQ-CO-115861-NMI

BOOK I

BIDDING INSTRUCTIONS

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1 INTRODUCTION

1.1 Purpose

- 1.1.1 The purpose of this Request for Quotation (RFQ) is to establish one or two Contracts that would support the replacement of the obsolete equipment for Nato Mission Iraq (NMI);
- 1.1.2 All of the technical details and requirements of the project are explained in Book II&III, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2 Scope of work, overview of the prospective contract(s)

- 1.2.1 The scope of this project is to replace the existing CIS equipment and end user devices from NMI in Iraq and Kuwait. The RFQ will be divided into two separate parts in consideration of the two separate Work Packages that are each associated to a separate prospective contract:
 - a) **WP 4 – Provision of routers and switches** that will replace end of life (EOL) routers and switches from NATO manned facility at NMI in Iraq and Kuwait;
 - b) **WP 6 - Provision of Windows 10/11 end-user client devices** composed of laptops, monitors, keyboards/mice, KVMs, etc. to be used in the NATO Deployable CIS environment
- 1.2.2 For each Work Package, the selected Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II&III Part IV) and in the Schedule of Supplies and Services (Book II&III Part I) in the manner, and at times and place, stated in the prospective Contract.
- 1.2.3 The Offeror may submit one Quotation for only one Work Package, or two separate Quotations for each of the two Work Packages.
- 1.2.4 The Purchaser may decide to award one single Contract combining both Work Packages in case the lowest compliant Offeror for the two Work Packages is the same Offeror.
- 1.2.5 The Prospective Contract will be governed by Book II&III, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4-D(2019)0004 (INV).

1.4 Procedure used and Evaluation Method

- 1.4.1 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.4.2 Award of the Contract(s) will be made on a Firm Fixed Price Basis to the Lowest Price Technically Compliant Bidder.
- 1.4.3 The Bid evaluation criteria and the detailed evaluation procedures are described in section 4 of these Bidding Instructions.
- 1.4.4 The Bidder shall refer to the Purchaser all queries for resolution of any 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”.

1.5 Security

- 1.5.1 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.5.2 The successful Bidder shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the successful Bidder be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance shall not be (i) the basis for a claim of adjustment or an extension of schedule, or (ii) considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.

1.6 Documentation

- 1.6.1 All documentation – including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser used its best effort to warrant the quality and accuracy of the provided reference documents.

1.6.2 Statement of Work Applicable Documents

- 1.6.2.1 Bidders neither require physical access to the documents listed in the “Applicable Documents” section of the SOW in order to make their offers compliant, nor shall the Purchaser make these documents available, as all pertinent information relevant for bidding have been retrieved and made a part of this IFB.

1.7 Contract Award Date

- 1.7.1 The target date for Contract Award is **Q1 2024**.

1.8 Communication

- 1.8.1 For general inquiries, the below e-mail address shall be used:

RFQ.CO.115861.NMI@ncia.nato.int

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term “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 “Offeror” 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, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts as defined in ACodP-1.

2.2 ELIGIBILITY

- 2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 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.

- 2.2.3 The intellectual property rights to all design documentation and related system operating software shall reside in Participating Countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the Participating Countries.
- 2.2.4 Offerors 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 Quotation. Failure to furnish proof of authority shall be a reason for the Quotation 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 e-mail addresses given below in paragraph 2.3.2 **before 14.00 hours (Brussels Time) on October 16 2023** at which time and date bidding shall be closed.
- 2.3.2 Offerors are requested to submit their quotation electronically to the following email addresses:
- e-mail address WP 4 – RFQ.CO.115861.NMI.Bids.WP4@ncia.nato.int
- e-mail address WP 6 – RFQ.CO.115861.NMI.Bids.WP6@ncia.nato.int
- 2.3.3 The Quotation shall consist of three (3) separate subject emails:
- 2.3.3.1 For the first e-mail the subject line shall read: “ **RFQ-CO-115861-NMI – Official Quotation for [company name] – Part 1 - Administrative Package for WP [reference of the work package]**”. The e-mail content shall be as described in Paragraph 3.1.5(a) below, with no password protection to the file and shall be not larger than 20MB total.
- 2.3.3.2 For the second e-mail the subject line shall read: “ **RFQ-CO-115861-NMI–Official Quotation for [company name] – Part 2 - Price Proposal for WP [reference of the work package]**”. The e-mail content shall be as described in Paragraph 3.1.5(b) below, with no password protection to the file, and shall be not larger than 20MB total.
- 2.3.3.3 For the third e-mail the subject line shall read: “ **RFQ-CO-115861-NMI–Official Quotation for [company name] – Part 3 – Technical Proposal for WP [reference of the work package]**”. The e-mail content shall be as described in Paragraph 3.1.5(c) below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be

required to submit the entire package. In such case, Offerors shall clearly indicate the correct order in the e-mail subject line.

- 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.
- 2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency’s facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:
- (a) Of the content of the Quotation as originally submitted; and,
 - (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.3.6 Consideration of Late Bid. It is the responsibility of the Offeror to ensure that the bid submission is duly completed by the specified Bid Closing time. Considering the e-bidding procedure, a Late Bid shall only be considered for award under the following circumstances:
- (a) A Contract has not already been awarded pursuant to this Request for Quotation, and
 - (b) the Bid was sent to the correct email address specified in paragraph 1.8.1 above; and
 - (c) The delay was due solely to the fault of the Purchaser.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not accept, except in exceptional cases, Offeror requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the Point of Contact specified in 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. Tiziana Pezzi, Principal Contract Officer

CC : Mr. Catalin Nicolae, Action Officer

RFQ.CO.115861.NMI@ncia.nato.int

NATO Communications and Information Agency
NATO HQ
Boulevard Leopold III
B-1110 Brussels
Belgium

2.6 REQUESTS FOR RFQ CLARIFICATIONS

- 2.6.1 Offerors, 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 D – Clarification Requests Form, by e-mail, **to the POC indicated at Para 2.5**

All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall arrive **not later than 14 days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.

- 2.6.3 Offerors are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders in accordance with the provisions of paragraph 2.8 below.
- 2.6.5 It is the responsibility of the Offerors to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Offerors' identity in the language constituting the clarification itself. This prescription is not applicable to the mean used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded). The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Offerors' failure or inability to abide to this prescription. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible.

- 2.6.6 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal RFQ amendment in accordance with paragraph 2.8 below
- 2.6.7 The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.8 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Offeror in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Offerors 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 and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors 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 Offerors, 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 Offeror submitting the modification is determined to be the successful Offeror 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 Offeror on the basis of the bid submitted and disregard the late modification.
- 2.9.3 An Offeror 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 Offeror must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.10 BID VALIDITY

- 2.10.1 Offerors shall be bound by the term of their bids for a period of twelve (12) 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 Offeror shall complete the Certificate of Bid Validity set forth in Annex C-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:

- (a) accept this extension of time in which case Offerors 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 Offerors 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 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 Offeror 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.

2.12 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. Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) not allowed.

2.13 NOTICE TO OFFERORS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies - See Book II, Special Provisions Article entitled, "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees") and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Offerors are required, in accordance with the certificate at Annex C-7 of these Instructions to Offerors, to disclose any prospective Supplemental

Agreements that are required by national governments to be executed by NATO/ NCI Agency as a condition of Contract performance.

- 2.14.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.14.3 Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Offeror's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.
- 2.14.4 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted within the Quotation Administrative Package (paragraph 3.2.3(g)). Supplemental agreements submitted after the Quotation Closing Date shall not be considered.
- 2.14.5 The terms of supplemental agreements, if necessary, are the Offerors/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.
- 2.14.6 Supplemental agreement that contradicts the Terms of the Contract in a cardinal manner may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation.
- 2.14.7 Any supplemental agreements issued in final form by the government(s) resulting 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.

2.15 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

- 2.15.1 Offerors are requested to note that, in accordance with the Certificate at Annex C-11 hereto, Offerors shall provide documentary evidence that the Offeror possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 2.15.2 Offerors shall further demonstrate that such regime is applied within the Offeror's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.15.3 If the Offeror is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Offeror and such evidence of equivalency shall be submitted with the Certificate at Annex C-11 in the Quotation Administration Package.
- 2.15.4 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Quotation.



NATO UNCLASSIFIED

RFQ-CO-115861-NMI
Book I – Bidding Instructions

3 BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the being declared non-compliant.
- 3.1.2 Offerors shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Offeror'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 Offeror shall not restate the RFQ requirements in confirmatory terms only.** The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final rating.
- 3.1.5 **Offerors shall prepare their bid for one or both RFQ Work Packages in 3 distinct and separated parts in the following quantities for each Work Package:**

(a) Administrative Package (Part 1): Electronic: Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications. **No** Password Protection.

(b) Price Bid (Part 2): Electronic: The Price Bid shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the

- (c) Technical Proposal (Part 3): Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, as described in Section 3.4. **No** Password Protection.

- 3.1.6 No information disclosing or contributing to disclose the bid price shall be made part of the Technical Proposal.
- 3.1.7 Documents submitted in accordance with section 3.1.5 above shall be classified no higher than “NATO UNCLASSIFIED” material.
- 3.1.8 Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.
- 3.1.9 Offerors are advised that the Purchaser reserves the right to incorporate the Offerors Technical Proposal in whole or in part in the resulting Contract.
- 3.1.10 Bid language shall be English.

3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)

- 3.2.1 For each/both of the Work Packages of this RFQ, the Bid Administrative Package shall include in accordance with 3.1.5(a) one ZIP file submitted by email Comprised of the required documents
- 3.2.2 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.2.3 For each/both of the Work Packages of this RFQ, the Bid Administrative Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Offeror. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical OR electronic signatures - **set forth in Annex C** hereto, specifically:
 - (a) C-1 Certificate of Legal Name of Offeror

- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Bid Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2015 Compliance. The Offeror shall attach a copy of the company's AQAP 2110 or ISO 9001 Certification.
- (l) C-12 Disclosure of Involvement of Former NCI Agency Employment
- (m) C-13 Company Compliance with Safeguarding NATO Information Controls Self-Attestation Statement

3.2.4 Concerning Certificate C-10, *List of Prospective Sub-Contractors / Consortium members*, 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 Offeror shall state this separately. **The subcontractors listed in this certificate shall be traceable in the Bidding Sheets. Offerors are reminded that as per Special Provisions Article 8, none of the work shall be performed other than by firms from and within NATO Participating Countries**

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

- 3.2.6 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Offerors Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
- 3.2.7 The terms of supplemental agreements, if necessary, are the Offerors / 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. **In accordance with Par. 2.14, the Offeror shall attach to the Certificate a prospective text of such Agreements, as applicable.** With this Certificate Offerors are required to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions, Technical Assistance Agreements, and end user agreements or undertakings. Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Offeror's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.
- 3.2.7.1 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 BID (PART 2)

- 3.3.1 The Price Bid shall be prepared and submitted in the form of the completed Bidding Sheets in accordance with RFQ Book I, Section III and Annexes A and B. No Iteration 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) completed as per Book I Annex B instructions. **Please note that both, CLIN Summary tab of the Bidding Sheets, as well as CLIN Price Breakdown tabs per each CLIN need to be printed as PDF and included in the Package;**

- 3.3.3 Offerors shall prepare their Price Bid by completing the 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 Offerors are also requested to fill in the OPTION NON-EVALUATED CLINs of the Bidding Sheets.
- 3.3.5 Offerors should take into account that the price provided for equipment should be inclusive of Warranty, as there is no separate line specifically for this.
- 3.3.6 Offerors shall quote in their own national currency or in EUR. Offerors 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 Offeror 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 Bid.
- 3.3.7 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.
- 3.3.8 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. Offerors are reminded of the requirement to complete the certification to this effect in Annex C-5.
- 3.3.9 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.
- 3.3.10 The Offeror's attention is directed to the fact that Price Bid 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.

- 3.3.11 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. Offerors are required to insert price information in all cells from 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 Bid, Offerors 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 Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.12 The Offeror shall furnish firm fixed price bids, for all proposed items. Partial quotations shall be rejected.
- 3.3.13 The Offeror understands that there is no obligation under this Contract for the Purchaser to exercise any part of the contract designated as an Option. The Purchaser bears no liability should it decide not to exercise such options (OPTION NON-EVALUATED CLINs from the Bidding Sheets)
- 3.3.14 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.
- 3.3.15 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.
- 3.3.16 The Offeror shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.4.1 For each of the Work Packages, the Offerors shall submit their Technical Proposal in on accordance with the requirements of paragraphs 3.4.2 and 3.4.3 below.
- 3.4.2 The Technical Proposal must be in compliance of the items against those listed in the Schedule of Supplies and Services and requirements given in Sow Annex A SRS, including identifying suitability of fit form and function alternatives as applicable and matched accordingly

3.4.3 Manufacturers Datasheets

- 3.4.3.1 Where the Offeror is to provide an alternative product to that stated in the Schedule of Supplies and Services, which matches the requirements and is identified as such, primarily in cases of any obsolescence, the Offeror shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

3.5 PACKAGING AND MARKING OF BIDS

All copies of the Administrative Package, Price Bid, and the Technical Proposal shall be segregated and not password protected. Three emails shall be sent in accordance to Section 3.1.5 of Book I.

4 BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 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 Offeror 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 Offeror 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 Offeror 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 Offeror, and the Offeror 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 Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price bid at any time.
- 4.1.5 The Offeror'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(2019)0004 (INV).
- 4.1.7 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following area: Part 2 - Price.
- 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 Bid was submitted in the required format
 - (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 the Price evaluation, that the Offeror 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, the Offeror may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

- 4.3.1 The Offeror's Price Bid will be first assessed for compliance against the following standards:
- 4.3.1.1 The Price Bid meets the requirements for preparation and submission of the Price Bid set forth in the Bid Preparation Section and the Instructions for Contractor's Bidding Sheets, in particular:
- a. The Offeror has furnished Firm Fixed Prices for all items listed.
 - b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.

- c. Bid prices include all costs for items supplied, delivered, and supported.
 - d. All prices have been accurately entered into appropriate columns, and accurately totalled.
 - e. The Offeror has provided accurate unit price (where required) and total price for each line item.
 - f. The Offeror has provided accurate unit price and total price of each of the sub-items it added (if any).
 - g. The grand total is accurate.
 - h. The currency of all line items has been clearly indicated.
 - i. The Offeror 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 3.3.4 are met.
 - j. The Offeror 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.
 - k. 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 Bid meets requirements for price realism as described below in paragraph 4.3.4.
- 4.3.1.4 A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.2 Basis of Price Comparison
- 4.3.2.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price which includes all **CLINs** in the Bidding Sheets.

4.3.3 Inconsistencies and discrepancies in bid price.

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. Electronic Submission
- b) Bidding Sheets Total to be Evaluated Bid Price as indicated by the Offeror
- c) 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 Offerors that submit a price bid 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 Offerors 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 an Offeror has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Offeror shall provide explanation on one of the following bases:

- a. An error was made in the preparation of the Price Bid. In such a case, the Offeror must document the nature of the error and show background documentation concerning the preparation of the Price Bid that makes a convincing case that a mistake was made by the Offeror. In such a case, the Offeror 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 Offeror has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the

costs of Offeror 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 Offeror recognises that the submitted Price Bid is unrealistically low compared to its cost of performance and, for business reasons, the Offeror 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 Offeror shall estimate the potential loss and show that the financial resources of the Offeror are adequate to withstand such reduction in revenue.

4.3.4.4 If an Offeror 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 Offeror 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 Offeror to withdraw.

4.3.4.5 If the Purchaser accepts the Offeror's explanation of mistake in paragraph 4.3.4.3(a) and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.3.4.3(c) above, the Offeror shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Offeror 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 Offeror presents a convincing rationale pursuant to paragraph 4.3.4.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

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

4.4.1.1 Compliance of the items against those listed in the Schedule of Supplies and Services and requirements given in Sow Annex A SRS, including identifying suitability of fit form and function alternatives as applicable and matched accordingly.

- 4.4.1.2 Where the Offeror is to provide an alternative product to that stated in the Schedule of Supplies and Services, which matches the requirements and is identified as such, primarily in cases of any obsolescence, the Offeror shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

5 ANNEX A – Bidding Sheets

Provided under separate MS Excel Files:

For WP 4

“RFQ-CO-115861-NMI Book I Annex A Bidding Sheets WP4”

For WP 6

“RFQ-CO-115861-NMI Book I Annex A Bidding Sheets WP6”

6 ANNEX B – Bidding Sheets – Instructions

Please see the “Instructions” sheet from the Bidding Sheets Excel file.

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 Offeror 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 Offeror or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly to any other Offeror or to any competitor, and
 - c. No attempt has been made, or will be made by the Offeror 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 Offeror'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 Offeror's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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



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

RFQ-CO-115861-NMI
Book I – Bidding Instructions

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 Quotation will remain valid for a period of twelve (12) months from the Bid Closing Date of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX 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 bid 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-115861-NMI have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date of Issue by the Purchaser	Date of Receipt by the Offeror

.....
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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror additionally certifies that the offer submitted by the Offeror 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 9001:2015 COMPLIANCE

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12

Disclosure of Involvement of Former NCI Agency Employment

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

The Offeror also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

Date

Signature of Authorised Representative

Printed Name

Title

Company



ANNEX C-13

Company Compliance with Safeguarding NATO Information Controls Self-Attestation Statement

The security requirements required by the contract’s Special Provisions clause, Basic Safeguarding of Contractor Communication and Information Systems (CIS), shall be implemented for NATO Information on all contractor communication information systems (CIS) that support the performance of this contract.

I, the undersigned, as an authorised representative of
.....(Company Name), certify that by submission of this bid, we assure the Purchaser that we will comply and implement the mandatory security measures in accordance with the Book II Special Provisions, “Basic Safeguarding of Contractor Communication and Information Systems (CIS)” and their mandatory references not later than by Contract Award or as agreed by the Contracting Officer.

I can supply supporting evidence, upon request by the Contracting Officer, by means of a completed System Security Plan* (or extract thereof) and any associated plans of actions developed to describe the Contractor’s CIS where NATO Information associated with the execution and performance of this contract is processed, stored, developed, or transmitted.

Company:

Signature:

Date:

*System Security Plan describes the system components that are included within the system, the environment in which the system operates, how the security requirements are implemented, and the relationships with or connections to other systems.

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 16.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.



NATO UNCLASSIFIED

RFQ-CO-115861-NMI
Book I – Bidding Instructions

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8 ANNEX D – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

* Amendment required to bid documents as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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



RFQ-CO-115861-NMI

Provide enduring CIS support to NATO Mission Iraq (NMI)

Provision of routers and switches (WP 4)

BOOK II

PART II

PROSPECTIVE CONTRACT SPECIAL PROVISIONS

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ARTICLE 1 SCOPE

- 1.1 The purpose of this Contract is to procure routers and switches (Under Work Package 4 / WP 4) that will replace end of life (EOL) routers and switches from NATO manned facility at NMI in Iraq and Kuwait.
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

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

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

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

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

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

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

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

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

ARTICLE 3 ORDER OF PRECEDENCE

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

ARTICLE 4 DEFINITIONS

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

ARTICLE 5 DURATION OF CONTRACT

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

ARTICLE 6 PRICE BASIS

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

ARTICLE 7 ADDITIONAL CONTRACT OPTIONS

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

ARTICLE 8 PARTICIPATING COUNTRIES

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

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

8.2 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 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

9.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

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

9.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.

a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or

b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

9.4 Notwithstanding the "Changes" Clause of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as

set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 10 PLACE AND TERMS OF DELIVERY

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

A Material Data Sheet (MDS) is to be received by the Agency not later than 10 working days before the delivery of the products.

ARTICLE 11 INSPECTION AND ACCEPTANCE

11.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is hereby supplemented with this Article:

11.2 The supplies and services to be provided by the Contractor’s personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the supplies and services provided will be made by the Purchaser or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.

11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.

11.4 Under the terms of this Contract, Purchaser Acceptance shall be granted in writing from the Purchaser after complete delivery of each batch together with the related documentation. The date of the Purchaser acceptance shall be specified in the formal Acceptance document.

11.5 In signing the formal Acceptance document, the Purchaser Certifies that the goods or services concerned are in accordance with the terms of the Contract.

11.6 Purchaser review and acceptance of documentation to be submitted by the Contractor is specified in below Article 12 of the Contract Special Provisions and Part IV, Statement of Work.

ARTICLE 12 REVIEW AND ACCEPTANCE OF DELIVERABLES

12.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is hereby supplemented with this Article.

12.2 Unless otherwise specified:

12.3 Upon delivery of the Draft Deliverable items, the Purchaser will review the items in accordance to the specified timeframes in the Statement of Work.

- 12.4 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.

ARTICLE 13 TITLE AND RISK OF LOSS

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

ARTICLE 14 INVOICES AND PAYMENT

- 14.1 This Article replaces Clause 8 – “Payments” of BOA No. [...] Special Provisions.
- 14.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 14.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 14.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-115861-NMI
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 14.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:
- a) After the successful complete delivery of each Batch as stated in the Schedule of Supplies and Services and after the Contractor receives the formal Acceptance Letter from the Agency. Under certain circumstances and upon Agency’s written approval, the Contractor may be allowed to organize partial deliveries/acceptance/invoicing, depending on the project status and operational needs.
- 14.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 “Taxes and Duties” of the BOA No. [...] General Provisions.

- 14.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 14.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 14.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 14.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 14.11 Unless otherwise specified, the Contractor shall prepare and submit its invoices solely by electronic means (without paper submission). Contractor's invoices submitted by electronic means shall be in a static, non-modifiable format (such as PDF, other). The Contractor shall ensure the accuracy, authenticity of the origin and legibility of any invoice submitted by electronic means.
- 14.12 The invoice shall contain the following certificate:
"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."
- 14.13 The certificate shall be signed by a duly authorised company official on the designated original.
- 14.14 Invoices referencing "**CO-115861-NMI Provision of routers and switches (WP 4) / PO [...]**" shall be submitted to:
accountspayable@ncia.nato.int
- 14.15 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 15.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 19 "Termination for Default" of BOA No. [...] General Provisions.
- 15.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory

resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 16 WARRANTY

- 16.1 Clause 7 “Warranty” of BOA No. [...] Special Provisions is supplemented with the following:
- 16.2 Until Purchaser Acceptance, all hardware to be provided under this Contract shall be under the Contractor’s responsibility. Warranty shall start **after** Purchaser confirmed written Acceptance of each batch (Inspection, Acceptance and Warranty defined in SOW clause# 6) and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware to be provided as part of this Contract.
- 16.3 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
 - 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.
- 16.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchaser’s personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the 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.

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

ARTICLE 17 CONTRACT ADMINISTRATION

- 17.1 The Purchaser is NATO CI Agency (NCI Agency / NCIA). The Purchaser is the Point of Contact for all Contractual and Technical issues. The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 17.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

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

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Ms. Tiziana Pezzi Title: Principal Contracting Officer Tel: +32 2 707 8472 E-mail tiziana.pezzi@ncia.nato.int cc Mr. Catalin Nicolae Title: Action Officer Tel: +32 2360 4170 E-mail: catalin.nicolae@ncia.nato.int	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn: Mr. Ali Ozkara Title: Senior Project Manager Tel: +32 23372143 E-mail: ali.ozkara@ncia.nato.int	For technical/project management matters: Attn: Title: Tel: Fax: E-mail:

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

ARTICLE 18 SUB-CONTRACTORS

- 18.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.

- 18.2 The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY

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

ARTICLE 20 LIQUIDATED DAMAGES

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 20.1.a and 20.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each batch delivery in the Article 14 “Invoices and Payments” of the Contract Special Provisions.

- 20.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 “Termination for Default” of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.

- 20.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause “Termination for Default” of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 20.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 20.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 21 SECURITY

- 21.1 This Article supplements Clause 27 “Security” of BOA No. [...] General Provisions.
- 21.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 21.3 The security classification of this Contract is “NATO UNCLASSIFIED”.
- 21.4 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

ARTICLE 22 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- 22.1 Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by the following:
- 22.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 23 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

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

ARTICLE 24 INDEMNITY

- 24.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 23 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 24.2 The Contractor will indemnify NATO and its servants or agents, against claims made against NATO and its servants or agents, by their personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 24.3 The Contractor will consult with the Agency over the handling of any claim or action to which the provisions of this Article may be relevant and will consult with the Agency over the handling of any such claim and conduct of any such action and will not without prior consultation and without the concurrence of the Agency settle or compromise any such claim or action.
- 24.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the Contractor shall involve the Agency in any investigation into the cause of the accident.

ARTICLE 25 INDEPENDENT CONTRACTOR

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

ARTICLE 26 APPLICABLE REGULATIONS

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

ARTICLE 27 AUDITING AND ACCOUNTING

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

ARTICLE 28 PERFORMANCE GUARANTEE

- 28.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within 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.
- 28.2 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.
- 28.3 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
- 28.4 The Standby Letter of Credit (SLC) shall be issued by a financial institution listed on the [Bank Guarantee section](#) of the NCI Agency public website (hereafter defined as the “Acceptable Banks”) either on its own behalf or as a confirmation of the SLC issued by a different financial institution not on the list of Acceptable Banks to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the SLC.
- 28.5 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
- 28.6 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.
- 28.7 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.
- 28.8 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 28.2 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.
- 28.9 If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Finance, Accounting & Operations

Boulevard Leopold III, B-1110, Brussels

Belgium

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

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

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 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 RIGHT OF ACCESS, EXAMINATION OF RECORDS

- 31.1 Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees
- 31.2 Definitions. As used in this clause
- 31.2.1 Resource Committees means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.
- 31.2.2 Mandated Third Party Audits means audits mandated by a resource committee.
- 31.2.3 Third Party Auditor means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.
- 31.2.4 Sensitive information means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is lawfully, publicly available without restriction.
- 31.3 The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received –
- 31.3.1 Within or in connection with a bid, quotation or offer; or
- 31.3.2 In the performance of or in connection with a contract.
- 31.4 Flowdown. Include the substance of this clause, including this paragraph, in all subcontracts, including subcontracts for commercial items.

ARTICLE 32 FORCE MAJEURE

- 32.1 “Force Majeure” means the occurrence of an event or circumstance that prevents a Party (the “Affected Party”) from performing one or more of its contractual obligations under the Contract, provided that:
- (i) it renders performance impossible;
 - (ii) it is beyond the Affected Party’s reasonable control and without the Affected Party’s cause, fault or negligence;
 - (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and
 - (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.
- 32.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [32.1] are all fulfilled, include:

- 32.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- 32.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
- 32.2.3 currency and trade restriction, embargo, sanction;
- 32.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- 32.2.5 plague, epidemic, natural disaster or extreme natural event;
- 32.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
- 32.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 32.3 The Affected Party must give the other party to the Contract (the “Other Party”) written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.
- 32.4 If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the Other Party received written notice, for so long as the effects of Force Majeure continue or for ninety (90) days, whichever is the shorter, provided that:
- (a) the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;
 - (b) the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - (c) the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [32.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
- 32.5 Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.
- 32.6 Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

ARTICLE 33 NCI AGENCY SUPPLIER CODE OF CONDUCT

- 33.1 The NCI Agency has a Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html> and it constitutes part of this contract.
- 33.2 This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 33.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ARTICLE 34 BASIC SAFEGUARDING OF CONTRACTOR COMMUNICATION AND INFORMATION SYSTEMS (CIS)

- 34.1 **Definitions.** As used in this clause:

“Contractor Communication and Information System” means an information system that is owned or operated by a contractor that processes, stores, or transmits NATO Information.

“NATO Information” means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:

NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.

NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Safeguarding” means measures or controls that are prescribed to protect information systems.

- 34.2 **Safeguarding requirements and procedures.** The Contractor shall provide adequate security on all contractor CIS. To provide adequate security, the Contractor shall implement, at a minimum:
- 34.2.1 For contractor CIS that are part of a cloud computing service or an Information Technology (IT) service or system developed or operated on behalf of NATO shall be subject to the security requirements specified elsewhere in this contract.
- 34.2.2 For contractor CIS storing, processing, or transmitting NATO RESTRICTED Information the security requirements specified in SoW clause, “Safeguarding of NATO Restricted Information” as mandated in NATO’s Security Committee reference document number, AC/35-D/2003-REV5, dated 13 May 2015, entitled, “Directive on Classified Project and Industrial Security” shall apply.
- 34.2.3 For contractor CIS storing, processing, or transmitting NATO UNCLASSIFIED Information that are not part of a cloud computing service or IT service or system operated on behalf of NATO, the Contractor shall apply the minimum mandatory security measures as prescribed for NU controls for national systems in the NATO’s Consultation, Command and Control Board (C3B) reference document number AC/322-D/0048-REV3 (INV) dated 18 November 2019, entitled, “Technical and Implementation Directive on CIS Security”.
- 34.2.4 **Other requirements.** This clause does not relieve the Contractor of any other specific safeguarding requirements specified elsewhere in this contract or of other applicable NATO or national regulatory requirements.
- 34.2.5 A breach of these obligations may subject the Contractor to contractual actions in law and equity for penalties, damages, and other appropriate remedies by the Purchaser.
- 34.2.6 **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (34.2.6), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor.

ARTICLE 35 CYBER INCIDENT REPORTING

35.1 Definitions. As used in this clause:

“Contractor attributional/proprietary Information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“NATO Information” means as defined in clause, Basic Safeguarding of Contractor Communication Information Systems (CIS).

“Cyber incident” means any detected anomaly compromising, or that has the potential to compromise, communication, information or other electronic systems or the information that is stored, processed or transmitted in these systems.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which NATO Information is recorded, stored, or printed within a contractor CIS.

35.2 Cyber incident reporting requirement.

35.2.1 When the Contractor discovers a cyber incident that affects a contractor CIS or NATO Information residing therein, or that affects the contractor’s ability to perform the requirements of the contract, the Contractor shall:

35.2.1.1 Conduct a review for evidence of compromise of the NATO Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing contractor CIS that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised NATO Information, or that affect the Contractor's ability to perform the requirements of the contract; and,

35.2.1.2 Report the cyber incident(s) to the Contracting Officer within 72 hours of discovery of any cyber incident.

35.2.2 Cyber incident report. The cyber incident report shall be treated as information created by or for the Purchaser and shall include, at a minimum, the following content:

- Company name
- Facility Clearance Level
- Company point of contact information (name, position, telephone, email)
- NCI Agency Project Manager point of contact (name, position, telephone, email)
- Contract number(s) or other type of agreement affected or potentially affected
- Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
- Contract or other type of agreement classification level
- Impact to NATO Information and/or provided products/services
- Ability to provide operational support
- Date incident discovered
- Location(s) of compromise
- NATO programs, platforms or systems involved
- Classification of the systems involved
- Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
- Description of technique or method used in the cyber incident
- Incident outcome (successful compromise, failed attempt, unknown)
- Incident/Compromise narrative (Ex: Chronological explanation of event/incident, threat actor TTPs, indicators of compromise, targeting, mitigation strategies, and any other relevant information to assist in understanding what occurred) Include in this

section what actions have been taken to mitigate the risk/damage of both hardware and software assets.

- Confirm whether news media are already aware/informed of the incident
- Any additional information

35.2.3 Subject to the Purchaser's consultation with the contractor's national cyber defence authority and/or as prescribed in the contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to request the following:

35.2.3.1 Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, inform the Contracting Officer to allow the Purchaser to request the malicious software or decline interest. Do not send the malicious software to the Contracting Officer.

35.2.3.2 Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph 35.2.1.1 of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow the Purchaser to request the media or decline interest.

35.2.3.3 Access to additional information in support of an incident investigation. Upon request by the Purchaser, the Contractor shall provide the Purchaser with access to additional information that is necessary to conduct an incident investigation

35.2.3.4 Cyber incident damage assessment activities. If the Purchaser elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph 35.2.4 of this clause.

35.2.4 Information Handling. The Purchaser shall protect information reported or otherwise provided to the Purchaser under this clause that includes contractor attributional/proprietary information in accordance with applicable NATO policies. To the maximum extent practicable, the Contractor shall identify and mark contractor attributional/proprietary information. The Purchaser may use contractor attributional information and disclose it only for purposes and activities consistent with this clause. The Purchaser will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such an authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

35.2.5 The Contractor shall conduct activities under this clause in accordance with applicable NATO regulations and contractor national laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

35.2.6 Other reporting requirements. The cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other cyber incident reporting as required by other applicable clauses of this contract, or as a result of other applicable NATO regulations or contractor national law or regulatory requirements.

35.2.7 Subcontracts. The contractor shall:

35.2.7.1 Include this clause, including this paragraph 35.2.7.1, in subcontracts, or similar contractual instruments, for which subcontract performance will involve NATO Information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as NATO Information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and,

35.2.7.2 Require subcontractors to provide a copy of the incident report to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to the Purchaser as required in paragraph 35.2 of this clause.



RFQ-CO-115861-NMI

BOOK II

PART III

BOA GENERAL PROVISIONS

***PLEASE VIEW YOUR COMPANY'S BOA AGREEMENT
WITH NCIA FOR THE BOA GENERAL PROVISIONS**



**Provision of Enduring CIS Support For NATO Mission Iraq
(NMI)**

BOOK II – Prospective Contract

PART IV – STATEMENT OF WORK (SOW)

Provision of routers and switches (WP 4)

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1 INTRODUCTION

- 1.1 The purpose of this Contract is to procure routers and switches for use in the NATO Deployable CIS environment .
- 1.2 The required capability, as outlined in this Statement of Work (SOW) , will replace end of life (EOL) routers and switches from NATO manned facility at NMI in Iraq and Kuwait.
- 1.3 This Statement of Work (SOW) describes the requirements for the NMI routers and switches, and the related services to be provided to the Purchaser under this contract.

2 SCOPE

- 2.1 The NMI Routers and Switches equipments, and services to be provided under this contract comprises of:
 - (a) 14 (fourteen) WiCR routers (Cisco 8500L-8S4X routers) and 6 (six) Catalyst 9300L switches
 - (b) Project Management
- 2.2 The Contactor shall supply routers, and switches to CSSC, in accordance with the Schedule of Supplies and Services (SSS).

3 CONTRACTOR TASKS

- 3.1 The Contractor shall deliver all hardware, software and services as specified in Annex A to this SOW and in the Schedule of Supplies and Services (SSS) to the specified destination within the time specified therein.
- 3.2 The Contractor shall provide a record indicating the serial number of each Purchaser provided equipment.
- 3.3 The Purchaser's Project Manager will be the primary interface between the Contractor and the Purchaser for technical matters, the Purchaser's Contracting Officer remains the overall Purchaser representative.
- 3.4 The Contractor shall provide a weekly update detailing the current status of delivery via e-mail to the Purchaser's Project Manager.
- 3.5 The Contractor shall perform all tasks specified in this Contract.

4 TECHNICAL REQUIREMENTS

- 4.1 The technical requirements of the hardware, software and services to be provided under this Contract are described in Annex A SRS to this SOW.
- 4.2 All routers/switches in 2.1(a) of this SOW shall meet the same technical specifications as stated in Annex A SRS to this SOW.

5 PROJECT SCHEDULE

- 5.1 The Contractor shall ensure that all tasks and deliverables within the scope of the

base contract shall be completed within 30 weeks starting from Effective Date of the Contract (EDC) till the end dates as scheduled in the SSS.

5.2 The Contractor shall deliver the equipment in 2 batches:

Batch number	WiCR routers (Cisco 8500L-8S4X routers)	Catalyst 9300L switches	Delivery date
1	14	-	EDC+12 weeks
2	-	6	EDC+ 12 weeks

Table 5-1 Delivery Schedule

5.3 For planning purposes the Contractor shall provide an overall planning for the delivery of all routers/switches equipment details of each batch as described in the IPS requirements in Section 7 of this Statement of Work.

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

6 INSPECTION, ACCEPTANCE AND WARRANTY

6.1 General

6.1.1 The Contractor shall verify that all items of equipment meet the technical, performance and functional requirements of the Contract, before shipment.

6.2 Inspection

6.2.1 Inspection will be performed by CSSC by reviewing each delivery, the equipment functionality and its completeness. The inspection will be finalized within 2 weeks after delivery of each batch. CSSC will approve the delivery once all the delivered items has successfully passed the inspection.

6.3 Acceptance

6.3.1 Acceptance of each batch will take place following satisfactory completion of inspection by CSSC which will be performed after the following:

- A deliverables inventory which has been provided by the Contactor and verified by the Purchaser which details all the deliverables to be supplied under the terms of the Contract.
- A Contractor provided Certificate of Conformity (CoC) stating that the equipment conforms to the contractual standards.
- The receipt of all Contract deliverables.

6.4 Warranty

The Warranty will start after the successful Inspection and following the Purchaser's signed Acceptance letter of each batch and will cover the products for a period of 1 year.

7 INTEGRATED PRODUCT SUPPORT (IPS)

7.1 INTRODUCTION

7.1.1 This section addresses the Integrated Product Support (IPS) requirements of the project. The purpose of this section is to ensure that the Contractor uses sound best practices to plan, implement, integrate, continuously measure and fine tune the IPS activities, as well as to ensure timely and correct delivery of the project.

7.2 SUPPLY SUPPORT AND PROVISIONING

7.2.1 The Contractor shall provide **Initial Provisioning List (IPL)** to include a fully detailed and priced:

7.2.1.1 Recommended Spare Parts List (RSPL) (if applicable) that shall detail all spares in a hierarchical breakdown including as a minimum the information of the table below for MDS.

7.2.1.2 Recommended Consumable Items List (RCIL) that shall detail all consumables including as a minimum the information of the table below for MDS.

7.2.1.3 Recommended Tools and Test Equipment List (RTTL), that shall detail all standard and special-to-type tools (both HW and SW/FW), test equipment and test fixtures, cables, connectors, support equipment (e.g.: cranes, lifting platforms, etc.) to perform hardware and software maintenance tasks including as a minimum the information of the table below for MDS.

7.2.2 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, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete 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 NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.

Field	Description
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Software 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 Hardware 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.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's IPS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.

Field	Description
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.

Table 7-1 Inventory/Material Data Sheet Information

7.3 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION

7.4 Packing, Coding And Labelling (Packaging)

- 7.4.1 The Contractor shall define the best method for the Packaging, fulfilling as a minimum the requirements of STANAG 4280 "NATO Levels of Packaging", NATO packaging level 4.
- 7.4.2 The Contractor shall design the packaging for each item and deliver each item fully packaged and protected in individually reusable containers.
- 7.4.3 The contractor shall be fully responsible for the decision and the selection of the proper packaging, marking and transportation means (air, sea, land), making proper considerations about and including (but not limited to) vibrations, shocks, management of Electrostatic Discharge (ESD) sensitive devices, altitude/pressure, temperature and humidity limits not to be exceeded during the PHST activities.
- 7.4.4 The Contractor shall provide any Special To Type (non-commercial) packaging materials required for the shipment of items, if needed/required, at no extra cost to the Purchaser.
- 7.4.5 The Contractor shall label each item and the relevant package with, at least:
 - OEM Part Number and Cage code and Serial Number (if any) item part name
 - Vendor Part Number and Cage Code, Serial Number (if any), item part name (if different from OEM item part name)
- 7.4.6 The Contractor shall package, crate or otherwise prepare items in accordance with best commercial practices considering the destination and the mode of transportation. Any Special To Type (non-commercial) packaging will be retained by the Purchaser for return of the items under Warranty if necessary.
- 7.4.7 The Contractor shall mark the packages, pallets and/or containers in which supplies are transported shall, in addition to normal mercantile marking, showing on a separate nameplate the name of this project, contract number and shipping address and clearly marked with the text "NATO PROPERTY".
- 7.4.8 The Contractor shall provide a Packing List for each consignment to allow for easy identification of the content of each package:

- One Packing List shall be affixed to the exterior of the consignment in a sealed, weatherproof envelope on the outside of each box, palette and/ or container
- A second copy shall be put inside each container/box.
- A third copy should be emailed to the Purchaser PoC upon departure of the goods.

The Packing List shall contain the following information:

Serial	Requirement
1	The shipping Address
2	Package number of number of packages
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 full coordinates of the Contractor, Purchaser and Consignor

Table 7-2 Notice of Packing list

7.5 Delivery and Shipment (Handling and Storage)

The Purchaser Point of Contact (PoC) for issues related to shipment by default is:

Ali Ozkara (Project Manager)

NATO Communication and Information Agency

NIMS

Braine l'Alleud, Belgium

Tel: +32 23372143

Email: ali.ozkara@ncia.nato.int

7.5.1 The shipping address where all items, including goods exchanged or repaired under warranty, shall be delivered by default to:

NATO Communications and Information Agency

CIS Sustainment Support Centre

JFC Headquarters, Building 204

Rimburgerweg 30, 6445 PA Brunssum, The Netherlands

7.5.2 All equipment under this project shall be delivered and shipped in close coordination with the Purchaser's POC provided above at paragraph 7.5 .

7.5.3 The Contractor shall deliver equipment adequately packaged on Euro pallets.

7.5.4 The Contractor shall ensure secure fixation of pallets, cases and equipment during transportation.

7.5.5 The Contractor shall notify all deliveries through issuing of a Notice of Shipment to the Purchaser’s POC, at least 10 working days in advance of each shipment with 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, e.g., road, air sea, etc.
7	Date of shipment
8	Number of the Custom Form 302 used

Table 7-3 Notice of Shipment list of details to be included

7.5.6 The Notice of Shipment shall be accompanied by the relevant Packing List and the request for a Custom Form 302.

At final destination, the Purchaser POC will visually inspect all deliveries for transportation damage and verification against packing and inventory lists.

7.5.7 The Contractor shall take back and replace any damaged items, and correct any discrepancies with the packing and inventory lists, at no additional cost to the Purchaser, and without delay to the project.

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

The Purchaser's POC will visually inspect all packages, boxes and containers at final destination to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the Packing List have been accounted for. The Purchaser will not open any packages, boxes or containers.

For the main inspection please refer to paragraph 6.2

7.5.9 The Contractor shall ensure that all required forms and certificates are provided and that all necessary procedures are followed for dangerous goods and goods requiring export licenses.

7.5.10 The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractor’s responsibility to take into account delays at customs. The Contractor shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Custom Forms 302.

7.5.11 The Contractor shall ensure that any requirements related to delivery and shipment of the equipment are obtained from NCI Agency in advance of shipments.

7.5.12 The Contractor shall be responsible for the timely request of Custom Forms 302 at least 10 working days in advance of each shipment, required for duty free import/export of supplies between certain countries.

7.5.13 The written request for a Custom Form 302 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, e.g., road, air sea, etc.
7	Name and address of the freight forwarder

7.5.14 The request for a Custom Form 302 shall be addressed to:

Name Surname
NATO Communication and Information Agency,
Code, City, Nation
Tel: XXX
name.surname@nr.ncia.nato.int

7.5.15 Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form. The Custom Forms 302 shall be original, shall be delivered by mail/express courier and shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor. 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.

7.5.16 The Contractor shall be responsible to add the Custom Form 302 (placed in an external envelope) to the shipping documentation.

7.5.17 The Contractor shall ensure that forwarding agents are informed of the availability of the Custom Form 302 and how this form is utilised to avoid the payment of Customs Duties and that the carrier shall be fully conversant with the application and use of Custom Form 302.

7.5.18 If a Country refuses to accept the Custom 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. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement to the Purchaser.

7.6 Transportation

The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of items and supplies prior to Acceptance. Any shipment loss shall be the responsibility of the Contractor.

The Purchase will be responsible for transportation of unserviceable equipment to Contractor facility for warranty repair/replacement.

- 7.6.1 The Contractor shall be responsible to transport all items and supplies covered under this Contract to and from all destination addresses at no extra cost to the Purchaser until completion of the warranty period.
- 7.6.2 The Contractor shall be responsible for transportation of all equipment furnished under this Contract from its site in a NATO nation to final destination.
- 7.6.3 The Contractor shall be responsible for any insurance covering the shipment and delivery.
- 7.6.4 The Contractor shall be responsible for transportation of repaired/ replacement items under warranty to the original location.
- 7.6.5 The Contractor shall provide a Transportation Report within two (2) weeks after each shipment has arrived at final destination. The Transportation Report shall include:
 - a copy of the Packing List;
 - date of arrival at final destination;
 - date of delivery acceptance by the Purchaser's POC at final destination;
 - signature of delivery acceptance by the Purchaser's POC at final destination.

7.7 Technical Publication

- 7.7.1 The Contractor shall provide Operation Manuals (OM) and Maintenance Manuals (MM) as per requirements of personnel operating and maintaining the equipment, in accordance with the Maintenance Concept and the Maintenance Tasks data (as per the Product Support Data Package):
 - Operation Manuals (OM): required for the operation of the equipment and describe operation, settings and fine tuning of the equipment to achieve maximum performance including administration instructions (e.g.: guidance on how to show, edit and save the System Configuration Files on the respective devices, together with default user or administrator passwords, as required).
 - Maintenance Manuals (MM): required for the maintenance of the equipment and include:
 - scheduled and unscheduled maintenance detailed instructions, troubleshooting and fault finding techniques (including descriptions of all indicators, switches, switch positions, displays, menu's, settings etc), Installation and dismantling of the equipment (including as applicable physical, electrical, software, safety, RF aspects etc.), repair and test procedures up to HL3/SL3 activities included;

- drawings of the mechanical, electrical and electronic assemblies and sub-assemblies that comprise the equipment in sufficient detail to allow technical staff to maintain the system at site level in accordance with the Maintenance Concept;
- physical, functional, performance, environmental data and descriptions (including support equipment/tools and interfaces to external systems)

7.8 In Service Support during Warranty

7.8.1 The Contractor shall provide a In Service Support (ISS) during Warranty until one (1) year after successful completion of the Inspection and following the Purchaser's Acceptance letter (para 6.3).

7.8.2 The Contractor shall provide the following services during the Warranty:

- Hardware: repair and/or re-placement of all defective technical installations/equipment;
- Software: remediation/resolution of all bugs, flaws, etc. of all software installations provided as part of this contract including formal deliveries of software updates.

The Purchaser will be responsible (at its own expenses) for returning of failed items to the Contractor.

7.8.3 The Contractor shall repair repairable items received at the Contractor's plant in maximum Turn Around Time (TAT) ten (10) days. This shall include in-processing, trouble shooting, repair, testing, check-out, packing and shipment to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum).

7.8.4 The Contractor shall be responsible for returning of repaired items to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum) at no cost for the Purchaser.

7.8.5 The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available or be excessively damaged (BER, Beyond Economic Repair), ensuring SRS (System Requirements Specification) compliance.

7.8.6 The Contractor shall submit at the end of the Warranty period a **Warranty Report** that documents all identified Warranty cases, affected CI's, corrective actions, costs and schedule.

7.8.7 The Contractor shall be responsible for the SW adaptive and perfective maintenance or change/update to ensure that the response times specified can be met.

7.9 In Service Support post Warranty (option)

7.9.1 In the event the Purchaser decides to exercise the post warranty option, the Contractor shall be obliged, in addition to the services to be performed during the Warranty period, to conclude and Amendment with the Purchaser starting

one (1) year after the completion of the Inspection (i.e.: end of warranty period) for a 1-year period.

- 7.9.2 The Contractor shall be responsible for maintaining all stocks of spares, test and other maintenance equipment, Automated Test Equipment (ATE) facilities, and all repair documentation including product support databases technical publications, skills and personnel required.
- 7.9.3 The Contractor shall be responsible for the SW adaptive and perfective maintenance or change/update to ensure that the response times specified can be met.
- 7.9.4 The Contractor shall guarantee the provision of equipment replacement/repair services throughout the stipulated period.
- 7.9.5 If at any time the Contractor wishes to withdraw these replacement/repair services, it shall transfer to the Purchaser at no additional cost, all requisite fault diagnostic and repair expertise and instructions, documentation, etc., and special-to-type software and hardware including test equipment, mock-ups, etc., to enable such repair at a Purchaser Facility.
- 7.9.6 Alternatively, if agreed to by both parties, and again at no additional cost, the Contractor shall transfer to the Purchaser sufficient spare sub-assemblies, modules, circuit card assemblies, etc. to support a discard maintenance concept for the remaining operational life of the equipment. Ad hoc provisioning conference shall be organized for this purpose.
- 7.9.7 The Contractor shall maintain comprehensive repair records to enable detailed fault analysis and early detection of failures/maintenance trends. Periodically, the Contractor shall be required to forward the results of these analyses for review by the Purchaser.
- 7.9.8 The Contractor shall repair repairable items received at the Contractor's plant in maximum Turn Around Time (TAT) ten (10) days. This shall include in-processing, trouble shooting, repair, check-out and shipment until delivery to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum).

7.10 QUALITY ASSURANCE

- 7.10.1 Upon Purchaser request, the Contractor shall provide evidence that the QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.
- 7.10.2 Upon Purchaser request, the Contractor shall address the QA/QC he applies to this project and shall describe its internal process for the quality review of the deliverables before their release to the Purchaser.
- 7.10.3 The Contractor shall ensure that the goods meet the following level of quality:
- 7.10.4 All delivered supplies are compliant with the approved technical specifications;
- 7.10.5 All delivered supplies are of the requested type and quantity;

- 7.10.6 All delivered goods are not damaged or defective.
- 7.10.7 The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.
- 7.10.8 If requested by the Purchaser, the Contractor shall submit the CoC(s) for each item including the replacement parts (equipment or consumables) that are provided under warranty.
- 7.11 SUPPLY CHAIN SECURITY
- 7.11.1 The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.
- 7.11.2 The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering during storage and transportation up to the point of delivery.
- 7.11.3 The Contractor shall confirm in the MDS, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
- 7.11.4 The Contractor shall also identify in the MDS, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 7.11.5 The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.
- 7.11.6 The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the MDS or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.

ANNEX A TECHNICAL SPECIFICATIONS

See separate SRS document

ANNEX B Safeguarding of NATO RESTRICTED Information**Introduction**

1. This contract security clause is published by the Security Committee (AC/35) in support of NATO Security Policy, C-M (2002)49, and its supporting directives.

Background

2. This contract security clause contains rules and regulations that shall be applied by the Contractor addressing the minimum-security requirements for the protection of NATO RESTRICTED (NR) information received or produced by it because of the contract. This security clause addresses all aspects of security (personnel security, physical security, security of information, Communication and Information System (CIS) Security, and industrial security) that the Contractor is required to implement.

3. This contract security clause forms part of the contract and shall provide direction to ensure compliance by Contractors on the protection of NR information.

Section I- Responsibility

4. Contractors handling and/or storing NR information shall appoint an individual of suitable seniority who shall act as the Security Officer (SO) of the facility with responsibility for ensuring the protection of NR information in compliance with the provision of this security clause and any other additional requirements advised by the Contracting Authority. The SO shall also act as the point of contact with the Contracting Authority or if applicable with the National Security Authority (NSA) or Designated Security Authority (DSA).

Section II – Personnel Security

5. A Personnel Security Clearance (PSC) is not required for access to information classified NR. Individuals who require access to NR information shall be briefed on security procedures and their responsibilities by the nominated SO, have a need-to-know and acknowledge in writing that they fully understand their security responsibilities and the consequences if information passes into unauthorised hands either by intent or through negligence. A record of the acknowledgement of responsibilities by Contractor's employees shall be retained by the facility security officer.

Section III – Physical Security

6. NR information classified NR shall be stored in a locked cabinet or Office Furniture (e.g. office desk drawer) within an Administrative Zone, Class I Security Area, or Class II Security Area. Information classified NR may also be stored in a locked cabinet, vault, or open storage area approved for information classified NC or higher shall be stored in a locked container that deters unauthorised access; such as a locked desk or cabinet, or in a room or area to which access is controlled (hereinafter referred to as Administrative Zone). An Administrative Zone may be established around or leading up to NATO Class I or Class II security areas. Such a zone requires a visibly defined perimeter within which the possibility exists for the control of individuals and vehicles. Only information classified up to and including NR shall be handled and stored in Administrative Zones.

7. NR information shall be handled in Administrative Zones or National equivalent to Class II security areas or I. NR information can be also held under personal custody.

Section IV- Security of Information

Control and Handling

8. Unless a NATO Nation has specifically mandated contractors under their jurisdiction to do so, NR information is not required to be individually recorded or processed through a Registry System.

Access

9. Access to NR information shall be granted only to personnel involved in the contract who fulfil the conditions according to Paragraph 5, second sentence.

Reproduction

10. Documents, extracts, and translations of information classified NR may be reproduced by individuals authorised for access to the information and on equipment with controlled access.

Destruction Requirements

11. NR information shall be physically destroyed in such a manner that ensures it cannot be reconstructed in full or in part.

12. Destruction of reproduction equipment utilising electronic storage media shall be in accordance with the applicable requirements in section VI.

Packaging

13. Information classified NR shall, as a minimum, be transmitted in a single opaque envelope or wrapping. The markings on the package shall not reveal that it contains information classified NR.

Carriage/ Movement within a Contractor's Facility

14. NR information carried within the perimeter of the site or establishment shall be covered in order to prevent observation of its contents.

National/International Transmission

15. The carriage of NR material shall as a minimum be in a single opaque envelope or packing (no marking shall be visible on the outer envelope) and may be:

- a) Moved by postal or commercial services;
- b) Carried by Contractor's personnel; or
- c) Transported as freight by commercial services.

Release

16. NR shall not be released to entities not involved in the contract without the prior approval of the contracting authority.

Security Incidents

17. Any Incident, which has or may lead to NR information being lost or compromised shall immediately be reported by the SO to the Contracting Authority.

Section V- Sub-Contracting

18. Sub-contracts shall not be let without the prior approval of the Contracting Authority.

19. Sub-contractors shall be contractually obliged to comply with the provisions of this document and any other additional security requirements issued by the Contracting Authority.

Notification of Contracts

20. Contractors/Sub-contractors under the jurisdiction of a NATO Nation requiring by their national laws and regulations notification of contracts involving NR shall notify their NSA/DSA about any such contracts they have been awarded.

International Visits

21. Visits involving NR information will be arranged directly between the SO responsible for the visitor and the SO of the facility to be visited without formal requirements. The SO of the facility to be visited should be asked if a request for visit is required to be provided to its NSA/DSA and if so, the SO of the facility to be visited should submit a visit request to its NSA/DSA on behalf of the visitor. However, visitors are not required to hold a PSC.

ANNEX C ACRONYMS

Abbreviation	Content
CLIN	Contract Line Item Number
CIS	Communication and Information System
CoC	Certificate of Conformance
COTS	Commercial Off the Shelf
CSSC	CIS Sustainment Support Centre
EDC	Effectivity Date of Contract
EU	European Union
EUD	End-User Device
FMN	Federated Mission Network
FSA	Final System Acceptance
HDDE	Hard Disk Drive Encryption
ILS	Integrated Logistics Support
IPS	Integrated Product Support
IT	Information Technology
KVM	Keyboard-Video-Mouse
MDS	Material Data Sheet
MFD	Multifunction Device
MS	MISSION SECRET
NSPA	NATO Support and Procurement Agency
NMCRL	NATO Master Cross-Reference List
NU/NS/MS	NATO UNCLASSIFIED
NMI	NATO Mission Iraq
NS	NATO SECRET
OEM	Original Equipment Manufacturer
POC	Point of Contact
SoW	Statement of Work
SRS	System Requirement Specifications
SSS	Schedule of Supplies and Services

Abbreviation	Content
SW	Software



Provide Enduring CIS Support to NATO Mission Iraq (NMI)

Provision of routers and switches (WP 4)

Statement of Work (SoW)

Annex A – System Requirements Specification (SRS)

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1. Introduction

1.1 Purpose

- [1] This System Requirements Specification (SRS) document provides the Functional and Technical requirements for the network devices (“Device”) to be delivered under this project WP4.

1.2 Scope

- [2] The specification in this SRS covers the following network elements:
- 1) Black Core Router/Unclassified Access Router (“BCR/UAR”);
 - 2) Service Access Router (“SAR Router”);
 - 3) Data Breakout Box Switch (“DBB Switch”).

1.3 Conventions

- [3] Requirements are numbered as SRS-#. Informational text is numbered as [###].
- [4] Statements in numbered lists (i= 1...n) under a SRS-# requirement are to be considered individual requirements under the “shall” statement of the parent requirement. As such, they shall be traced (as SRS-#-i) and be subject to verification individually.
- [5] For reference to a section or sections the symbols “§” or “§§” are used. Requirements referring to a section or sections shall apply the complete section or sections including subsections.
- [6] Information and requirements contained under a “General” heading are applicable to all the elements covered by the corresponding section.
- [7] Requirements stating a capability to be “**supported**” (i.e. “shall support”) shall be understood as the ability of the Purchaser to configure the capability to be active or not active at his discretion. This means that the capability is not necessary implemented, but shall be available in its full extent, without restrictions.
- [8] Requirements stating a capability to be “**implemented**” (i.e. “shall implement”) shall be understood as requiring the capability to be implemented and configured for use in the delivered system.
- [9] Requirements stating a capability to be “**provided**” (i.e. “shall provide”) shall be understood as requiring the capability to be delivered and configured for use in the delivered system.

- [10] Requirements stating a capability to be "**met**" (i.e. "shall meet") shall be understood as requiring the capability to be delivered with the system and constitutes exact specification of the system.
- [11] Requirements stating to be supported or implemented "**fully conformant**" to an architecture shall be understood as requiring full correspondence between architecture specification and implementation, where all features of this specific requirement are implemented in accordance with the architecture specification and there are no features of this specific requirement implemented that are not covered by the architecture specification.
- [12] The term "**including**" (i.e. "shall include") as used throughout this Annex is never meant to be limiting - the list that follows is always non-exhaustive.
- [13] The use of the term "notional" is to be interpreted as guidance only.

2. General Requirements

- SRS-1 The Devices provided under this Contract shall meet the requirements identified in this SRS.
- SRS-2 All Routers given type shall have the same hardware specification: the same platform, the same modules, adapters and licenses set.
- SRS-3 All Switches given type shall have the same hardware specification: the same platform, the same modules, adapters and licenses set.
- SRS-4 Requirements in this SRS and requirements in standards that the SRS refers to are complimentary.

3. Technical Requirements

SRS-5 The BCR/UAR/SAR Router shall meet following technical specification:

Part Number	Description	Qty
C8500L-8S4X	Cisco Catalyst 8500 Series 4x SFP+ and 8x SFP, 4x10GE, 8x1GE	1
CON-SNT-C8500L8X	SNTC-8X5XNBD Cisco Catalyst 8500 Series 12-port SFP+,	1
C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	1
MEM-C8500L-32GB	Cisco C8500L 32GB DRAM	1
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1
C8500L-RM-19-1R	Cisco Catalyst 8500L Rack mount kit - 19" 1R	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	1
SC8KAESUK9-176	UNIVERSAL	1
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1
PWR-CH1-400WAC	Cisco C8500L 400W AC Power Supply, Reverse Air	2
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2
DNA-P-T2-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 1G (Aggr, 2G)	1
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	1
DSTACK-T2-A	Cisco DNA Advantage Stack - upto 1G (Aggr, 2G)	1
NWSTACK-T2-A	Cisco Network Advantage Stack - upto 1G (Aggr, 2G)	1
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	1
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	1
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	1
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	11
SFP-10G-LR	10GBASE-LR SFP+ transceiver module, SMF, 1310nm, DOM	1
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	2

Table 3-1 BCR/UAR/SAR Router – Technical specification

SRS-6 The NU DBB Switch shall meet following technical specification:

Part Number	Description	Qty
C9300L-48P-4X-A	Catalyst 9300L 48p PoE, Network Advantage,4x10G Uplink	1
CON-SSSNT-CA00LXL8	SOLN SUPP 8X5XNBD Catalyst 9300L 48p PoE, Network Advantage	1
C9300L-NW-A-48	C9300L Network Advantage, 48-port license	1
TE-C9K-SW	TE agent for IOSXE on C9K	1
FAN-T2	Cisco Type 2 Fan Module	3
S9300LUK9-176	Cisco Catalyst 9300L XE 17.6 UNIVERSAL	1
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1
CAB-TA-EU	Europe AC Type A Power Cable	2
CAB-CONSOLE-USB	Console Cable 6ft with USB Type A and mini-B	1
C9300L-SSD-NONE	No SSD Card Selected	1
C9300L-DNA-A-48	C9300L Cisco DNA Advantage, 48-port license	1
C9300L-DNA-A-48-3Y	C9300L Cisco DNA Advantage, 48-port, 3 Year Term license	1
CON-SSTCM-C93LA48	SOLN SUPP SW SUBC9300L Cisco DNA Adv	1
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	1
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	1
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	1
C9300L-STACK-KIT	Cisco Catalyst 9300L Stacking Kit	1
C9300L-STACK	Catalyst 9300L Stack Module	2
STACK-T3-50CM	50CM Type 3 Stacking Cable for C9300L	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	3

Table 3-2 NU DBB Switch – Technical specification

4. Terminology

Terminology	Description
BCR	Black Core Router
DBB	Data Break-Out Box
SAR	Service Access Router
SFP	Small Form-factor Pluggable
UAR	Unclassified Access Router

Table 4-1 Terminology



RFQ-CO-115861-NMI

Provide enduring CIS support to NATO Mission Iraq (NMI)

Provision of Windows 10/11 compliant end user client devices (WP 6)

BOOK III

PART II

PROSPECTIVE CONTRACT SPECIAL PROVISIONS

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ARTICLE 1 SCOPE

- 1.1 The purpose of this Contract is to procure Windows 10 end-user devices (Work Package 6 / WP 6) composed of laptops, monitors, keyboards/mice, KVMs, etc. to be used in the Deployable CIS environment at NATO Mission Iraq (NMI)
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

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

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

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

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

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

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

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

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

ARTICLE 3 ORDER OF PRECEDENCE

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

ARTICLE 4 DEFINITIONS

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

ARTICLE 5 DURATION OF CONTRACT

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

ARTICLE 6 PRICE BASIS

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

ARTICLE 7 ADDITIONAL CONTRACT OPTIONS

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.2 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.
- 7.3 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission
- 7.4 CLINs 5 to 9 from the Bidding Sheets/SSS are Options that have not been subject to price evaluation for contract award. Therefore, the price offered is considered as Not to Exceed Ceiling price and the Purchaser shall have the

right to negotiate the final price, downwards, at the time of exercise of the options, on the basis of a cost analysis evaluation.

ARTICLE 8 PARTICIPATING COUNTRIES

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

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

8.2 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 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

9.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

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

9.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.

a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or

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

ARTICLE 10 PLACE AND TERMS OF DELIVERY

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

A Material Data Sheet (MDS) is to be received by the Agency not later than 10 working days before the delivery of the products.

ARTICLE 11 INSPECTION AND ACCEPTANCE

- 11.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA No. [...] General Provisions is hereby supplemented with this Article:
- 11.2 The supplies and services to be provided by the Contractor’s personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the supplies and services provided will be made by the Purchaser or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 11.4 Under the terms of this Contract, Purchaser Acceptance shall be granted in writing from the Purchaser within 4 weeks after complete delivery of each Batch together with the related documentation. The date of the Purchaser acceptance shall be specified in the formal Acceptance document.
- 11.5 In signing the formal Acceptance document the Purchaser Certifies that the goods or services concerned are in accordance with the terms of the Contract.
- 11.6 Purchaser review and acceptance of documentation to be submitted by the Contractor is specified in below Article 12 of the Contract Special Provisions and Part IV, Statement of Work.

ARTICLE 12 REVIEW AND ACCEPTANCE OF DELIVERABLES

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

ARTICLE 13 TITLE AND RISK OF LOSS

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

ARTICLE 14 INVOICES AND PAYMENT

- 14.1 This Article replaces Clause 8 – “Payments” of BOA No. [...] Special Provisions.
- 14.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 14.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 14.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-115861-NMI
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO [...],
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 14.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:
- a) After the successful complete delivery of each Batch as stated in the Schedule of Supplies and Services and after the Contractor receives the formal Acceptance Letter from the Agency. Under certain circumstances and upon Agency's written approval, the Contractor may be allowed to

organize partial deliveries/acceptance/invoicing, depending on the project status and operational needs.

- 14.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 “Taxes and Duties” of the BOA No. [...] General Provisions.
- 14.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 14.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 14.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 14.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 14.11 Unless otherwise specified, the Contractor shall prepare and submit its invoices solely by electronic means (without paper submission). Contractor’s invoices submitted by electronic means shall be in a static, non-modifiable format (such as PDF, other). The Contractor shall ensure the accuracy, authenticity of the origin and legibility of any invoice submitted by electronic means.
- 14.12 The invoice shall contain the following certificate:
“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”
- 14.13 The certificate shall be signed by a duly authorised company official on the designated original.
- 14.14 Invoices referencing **“CO-115861-NMI Provision of Windows 10 compliant end user client devices (WP 6) / PO [...]”** shall be submitted to:
accountspayable@ncia.nato.int
- 14.15 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 15 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

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

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

Type of Agreement	National Authority of Reference	Subject

ARTICLE 16 WARRANTY

- 16.1 Clause 7 “Warranty” of BOA No. [...] Special Provisions is supplemented with the following:
- 16.2 Until Purchaser Acceptance, all hardware and software to be provided under this Contract shall be under the Contractor’s responsibility. Warranty shall start **after** Purchaser confirmed written Acceptance (Clause “Testing, Inspection and Acceptance, Warranty” defined in the SOW Clause# 7)of each batch and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware and software to be provided as part of this Contract.
- 16.3 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.
- 16.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchaser’s personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the

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

ARTICLE 17 CONTRACT ADMINISTRATION

- 17.1 The Purchaser is NATO CI Agency (NCI Agency / NCIA). The Purchaser is the Point of Contact for all Contractual and Technical issues. The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or

lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

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

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Ms. Tiziana Pezzi Title: Principal Contracting Officer Tel: +32 2 707 8472 E-mail: tiziana.pezzi@ncia.nato.int cc Mr. Catalin Nicolae Title: Action Officer Tel: +32 2360 4170 E-mail: catalin.nicolae@ncia.nato.int	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn: Mr. Ali Ozkara Title: Senior Project Manager Tel: +32 23372143 E-mail: ali.ozkara@ncia.nato.int	For technical/project management matters: Attn: Title: Tel: Fax: E-mail:

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

ARTICLE 18 SUB-CONTRACTORS

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

ARTICLE 19 CONTRACTOR COTS RESPONSIBILITY

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

ARTICLE 20 LIQUIDATED DAMAGES

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 20.1.a and 20.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each batch delivery in the Article 14 “Invoices and Payments” of the Contract Special Provisions.

- 20.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 “Termination for Default” of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 20.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause “Termination for Default” of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 20.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 20.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 21 SECURITY

- 21.1 This Article supplements Clause 27 “Security” of BOA No. [...] General Provisions.
- 21.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 21.3 The security classification of this Contract is “NATO UNCLASSIFIED”.
- 21.4 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

ARTICLE 22 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- 22.1 Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by the following:
- 22.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test

procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

ARTICLE 23 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

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

ARTICLE 24 INDEMNITY

- 24.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 23 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 24.2 The Contractor will indemnify NATO and its servants or agents, against claims made against NATO and its servants or agents, by their personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 24.3 The Contractor will consult with the Agency over the handling of any claim or action to which the provisions of this Article may be relevant and will consult with the Agency over the handling of any such claim and conduct of any such action and will not without prior consultation and without the concurrence of the Agency settle or compromise any such claim or action.
- 24.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or wilful intent of an agent, officer or employee of NATO for which

the risk has been assumed by the Contractor, the Contractor shall involve the Agency in any investigation into the cause of the accident.

ARTICLE 25 INDEPENDENT CONTRACTOR

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

ARTICLE 26 APPLICABLE REGULATIONS

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

ARTICLE 27 AUDITING AND ACCOUNTING

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

ARTICLE 28 PERFORMANCE GUARANTEE

28.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within 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.

- 28.2 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.
- 28.3 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
- 28.4 The Standby Letter of Credit (SLC) shall be issued by a financial institution listed on the [Bank Guarantee section](#) of the NCI Agency public website (hereafter defined as the "Acceptable Banks") either on its own behalf or as a confirmation of the SLC issued by a different financial institution not on the list of Acceptable Banks to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the SLC.
- 28.5 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
- 28.6 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.
- 28.7 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.
- 28.8 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 28.2 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.
- 28.9 If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Finance, Accounting & Operations

Boulevard Leopold III, B-1110, Brussels

Belgium

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

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

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 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 RIGHT OF ACCESS, EXAMINATION OF RECORDS

- 31.1 Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees
- 31.2 Definitions. As used in this clause
- 31.2.1 Resource Committees means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.
- 31.2.2 Mandated Third Party Audits means audits mandated by a resource committee.
- 31.2.3 Third Party Auditor means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.
- 31.2.4 Sensitive information means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is lawfully, publicly available without restriction.
- 31.3 The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received –
- 31.3.1 Within or in connection with a bid, quotation or offer; or
- 31.3.2 In the performance of or in connection with a contract.
- 31.4 Flowdown. Include the substance of this clause, including this paragraph, in all subcontracts, including subcontracts for commercial items.

ARTICLE 32 FORCE MAJEURE

- 32.1 “Force Majeure” means the occurrence of an event or circumstance that prevents a Party (the “Affected Party”) from performing one or more of its contractual obligations under the Contract, provided that:

- (i) it renders performance impossible;
 - (ii) it is beyond the Affected Party's reasonable control and without the Affected Party's cause, fault or negligence;
 - (iii) by its nature it could not have been reasonably foreseen at the time of conclusion of the Contract; and
 - (iv) the effects of it could not reasonably have been avoided or overcome by the Affected Party.
- 32.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [32.1] are all fulfilled, include:
- 32.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
 - 32.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - 32.2.3 currency and trade restriction, embargo, sanction;
 - 32.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - 32.2.5 plague, epidemic, natural disaster or extreme natural event;
 - 32.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
 - 32.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 32.3 The Affected Party must give the other party to the Contract (the "Other Party") written notice without delay detailing the occurrence and its expected duration. The Other Party shall within a reasonable time respond, stating whether it accepts or rejects the occurrence as Force Majeure.
- 32.4 If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force but the Parties will be relieved from performance of their obligations (including payment) under Contract, from the date at which the Other Party received written notice, for so long as the effects of Force Majeure continue or for ninety (90) days, whichever is the shorter, provided that:
- 32.4.1 the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;
 - 32.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - 32.4.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [32.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
- 32.5 Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.

- 32.6 Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

ARTICLE 33 NCI AGENCY SUPPLIER CODE OF CONDUCT

- 33.1 The NCI Agency has a Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html> and it constitutes part of this contract.
- 33.2 This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 33.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ARTICLE 34 BASIC SAFEGUARDING OF CONTRACTOR COMMUNICATION AND INFORMATION SYSTEMS (CIS)

- 34.1 **Definitions.** As used in this clause:

“Contractor Communication and Information System” means an information system that is owned or operated by a contractor that processes, stores, or transmits NATO Information.

“NATO Information” means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:

NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists,

specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.

NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Safeguarding” means measures or controls that are prescribed to protect information systems.

- 34.2 **Safeguarding requirements and procedures.** The Contractor shall provide adequate security on all contractor CIS. To provide adequate security, the Contractor shall implement, at a minimum:
- 34.2.1 For contractor CIS that are part of a cloud computing service or an Information Technology (IT) service or system developed or operated on behalf of NATO shall be subject to the security requirements specified elsewhere in this contract.
- 34.2.2 For contractor CIS storing, processing, or transmitting NATO RESTRICTED Information the security requirements specified in SoW clause, “Safeguarding of NATO Restricted Information” as mandated in NATO’s Security Committee reference document number, AC/35-D/2003-REV5, dated 13 May 2015, entitled, “Directive on Classified Project and Industrial Security” shall apply.
- 34.2.3 For contractor CIS storing, processing, or transmitting NATO UNCLASSIFIED Information that are not part of a cloud computing service or IT service or system operated on behalf of NATO, the Contractor shall apply the minimum mandatory security measures as prescribed for NU controls for national systems in the NATO’s Consultation, Command and Control Board (C3B) reference document number AC/322-D/0048-REV3 (INV) dated 18 November 2019, entitled, “Technical and Implementation Directive on CIS Security”.

34.2.4 **Other requirements.** This clause does not relieve the Contractor of any other specific safeguarding requirements specified elsewhere in this contract or of other applicable NATO or national regulatory requirements.

34.2.5 A breach of these obligations may subject the Contractor to contractual actions in law and equity for penalties, damages, and other appropriate remedies by the Purchaser.

34.2.6 **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (34.2.6), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor

ARTICLE 35 CYBER INCIDENT REPORTING

35.1 Definitions. As used in this clause:

“Contractor attributional/proprietary Information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“NATO Information” means as defined in clause, Basic Safeguarding of Contractor Communication Information Systems (CIS).

“Cyber incident” means any detected anomaly compromising, or that has the potential to compromise, communication, information or other electronic systems or the information that is stored, processed or transmitted in these systems.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which NATO Information is recorded, stored, or printed within a contractor CIS.

35.2 Cyber incident reporting requirement.

35.2.1 When the Contractor discovers a cyber incident that affects a contractor CIS or NATO Information residing therein, or that affects the contractor’s ability to perform the requirements of the contract, the Contractor shall:

35.2.1.1 Conduct a review for evidence of compromise of the NATO Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing contractor CIS that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised NATO Information, or that affect the Contractor’s ability to perform the requirements of the contract; and,

35.2.1.2 Report the cyber incident(s) to the Contracting Officer within 72 hours of discovery of any cyber incident.

35.2.2 Cyber incident report. The cyber incident report shall be treated as information created by or for the Purchaser and shall include, at a minimum, the following content:

- Company name
- Facility Clearance Level
- Company point of contact information (name, position, telephone, email)
- NCI Agency Project Manager point of contact (name, position, telephone, email)
- Contract number(s) or other type of agreement affected or potentially affected
- Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
- Contract or other type of agreement classification level
- Impact to NATO Information and/or provided products/services
- Ability to provide operational support
- Date incident discovered
- Location(s) of compromise
- NATO programs, platforms or systems involved
- Classification of the systems involved

- Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
- Description of technique or method used in the cyber incident
- Incident outcome (successful compromise, failed attempt, unknown)
- Incident/Compromise narrative (Ex: Chronological explanation of event/incident, threat actor TTPs, indicators of compromise, targeting, mitigation strategies, and any other relevant information to assist in understanding what occurred) Include in this section what actions have been taken to mitigate the risk/damage of both hardware and software assets.
- Confirm whether news media are already aware/informed of the incident
- Any additional information

35.2.3 Subject to the Purchaser's consultation with the contractor's national cyber defence authority and/or as prescribed in the contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to request the following:

35.2.3.1 Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, inform the Contracting Officer to allow the Purchaser to request the malicious software or decline interest. Do not send the malicious software to the Contracting Officer.

35.2.3.2 Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph 1.1.2.1.1 of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow the Purchaser to request the media or decline interest.

35.2.3.3 Access to additional information in support of an incident investigation. Upon request by the Purchaser, the Contractor shall provide the Purchaser with access to additional information that is necessary to conduct an incident investigation

35.2.3.4 Cyber incident damage assessment activities. If the Purchaser elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph 35.2.4 of this clause.

35.2.4 Information Handling. The Purchaser shall protect information reported or otherwise provided to the Purchaser under this clause that includes contractor attributional/proprietary information in accordance with applicable NATO policies. To the maximum extent practicable, the Contractor shall identify and mark contractor attributional/proprietary information. The Purchaser may use contractor attributional information and disclose it only for purposes and activities consistent with this clause. The Purchaser will implement appropriate procedures to minimize the contractor

attributional/proprietary information that is included in such an authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

35.2.5 The Contractor shall conduct activities under this clause in accordance with applicable NATO regulations and contractor national laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

35.2.6 Other reporting requirements. The cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other cyber incident reporting as required by other applicable clauses of this contract, or as a result of other applicable NATO regulations or contractor national law or regulatory requirements.

35.2.7 Subcontracts. The contractor shall:

35.2.7.1 Include this clause, including this paragraph 35.2.7.1, in subcontracts, or similar contractual instruments, for which subcontract performance will involve NATO Information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as NATO Information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and,

35.2.7.2 Require subcontractors to provide a copy of the incident report to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to the Purchaser as required in paragraph 35.2 of this clause.



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BOOK III

PART III

BOA GENERAL PROVISIONS

***PLEASE VIEW YOUR COMPANY'S BOA AGREEMENT
WITH NCIA FOR THE BOA GENERAL PROVISIONS**



RFQ-CO-115861-NMI

**Provision of Enduring CIS Support For NATO Mission Iraq
(NMI)**

BOOK II – Prospective Contract

**PART IV – STATEMENT OF WORK (SOW)
Provision of – Windows 10/11 compliant end user client
devices (WP6)**

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1 INTRODUCTION

- 1.1 The purpose of this Contract is to procure end-user devices composed of laptops, monitors, keyboards/mice, KVMs, etc. for use in the NATO Deployable CIS environment.
- 1.2 This Statement of Work (SOW) describes the requirements for the NMI Stage 3 equipment, and the related services to be provided to the Purchaser under this contract.

2 SCOPE

- 2.1 The NMI equipment to be provided under this contract comprises of:
 - (a) 300 (threehundred) MS/NS Laptops (TEMPEST B) with Ecllypt Hard Disk Drive Encryption (HDDE) installed (ECLYPT Core 600 256GB)
 - (b) 135 (onehundredthirtyfive) NU Laptops
 - (c) 326 (threehundredtwentysix) 24" Monitor TEMPEST B
 - (d) 435 (fourhundredthirtyfive) Docking Station (TEMPEST B)
 - (e) 218 (twohundredeighteen) Keyboard/Mice (TEMPEST B)
 - (f) 300 (threehundred) Media Convertor (TEMPEST B)
 - (g) 55 (fiftyfive) Transport Cases
 - (h) 435 (fourhundredthirtyfive) Nylon Cases for Laptops
 - (i) 218 (twohundredeighteen) UPS - 850 VA
 - (j) 218 (twohundredeighteen) Cables - DVI to HDMI
 - (k) 218 (twohundredeighteen) Universal Secure KVM Switch, 4 Port, Dual Head (must have EU power socket adapter)
 - (l) 435 (fourhundredthirtyfive) Laptop Lock, KENSINGTON, Combination Lock, INCL. 1.8M Steel Cable
 - (m) 218 KVM Cable for Keyboard/Mouse, Audio/Video Device, Computer, Server Part Number: F1DN2CC-DHPP6T
 - (n) 218 CAMERA, WEB, 1080P, 4X, USB 2.0, TEMPEST B
 - (o) 218 HEADSET, OVER EAR, USB-A, TEMPEST B
 - (p) 218 KVM Cables: TAA (1) HDMI-HDMI (1) DP-DP/USB/AU CBL, 6': SKU: F1DN2CC-HHPP6t
- 2.2 The related services include the integration of Purchaser provided Hardware-based self-encrypting Hard Disk (HDDE) devices into the laptops and the TEMPEST certification of required NMI equipment.
- 2.3 The delivery of software other than device drivers and firmware is not in the scope

of this project, neither is the installation of an Operating System other than needed by the Contractor for testing purposes.

- 2.4 The project will include a Non-Evaluated Option for the equipment listed in Schedule of Supplies and Services (SSS).

3 CONTRACTOR TASKS

- 3.1 The Contractor shall deliver all hardware, software and services as specified in Annex A to this SOW and in the Schedule of Supplies and Services (SSS) to the specified destination within the time specified therein.
- 3.2 The Contractor shall install 300 (threehundred) Purchaser provided Eclipt HDDE in Laptops stated in 2.1(a). Remaining Laptops quantities shall be delivered with hard drives as specified in Annex A of this SOW.
- 3.3 The Purchaser will provide the Purchaser Furnished Equipment (PFE) Eclipt HDDE to the Contractor within one (1) month from Effective Date of Contract (EDC).
- 3.4 The Contractor shall be responsible to ensure full compatibility and interoperability between the Purchaser provided Eclipt HDDE, in both unkeyed and keyed state, and the laptops. This includes maintaining full functionality, performance, environmental and other specifications of both devices. The Contractor shall in case of any integration issues directly (i.e. without Purchaser involvement) liaise with the laptop and HDDE manufacturers.
- 3.5 The Contractor shall provide a record indicating the serial number of each Purchaser provided HDDE and the serial number of the laptop in which it is installed.
- 3.6 The Contractor shall execute all test activities under this Contract as detailed in Chapter 7 (Testing and Acceptance).
- 3.7 The Contractor shall for all NMI equipment under this Contract deliver all and up to date device drivers for the Contractor provided Laptops for use with the Microsoft Windows 10/11 Operating System. The Operating System is not within the scope of this project and it will not be provided by the Contractor.
- 3.8 The Purchaser's Project Manager will be the primary interface between the Contractor and the Purchaser for technical matters, the Purchaser's Contracting Officer remains the overall Purchaser representative.
- 3.9 The Contractor shall perform all tasks specified in this Contract.

4 PROJECT SCHEDULE

- 4.1 The Contractor shall ensure that all tasks and deliverables within the scope of the base contract shall be completed within 15 weeks from EDC as per SSS.
- 4.2 The Contractor shall deliver the equipment in 2 batches;

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Batch number	Laptops w/ HDDE TEMPEST Level B	Docking Station TEMPEST Level B	Keyboard and Mice TEMPEST Level B	Media Converter TEMPEST Level B	Laptops w/ HDDE	Transport Cases for Laptops	Nylon Cases for Laptops	UPS - 850 KVA	Delivery Date
1	-	-	-	-	135	55	435	-	EDC+12 weeks
2	300	435	218	300	-	-	-	218	EDC+13 weeks

Batch number	Universal Secure KVM Switch, 4 Port, Dual Head	Laptop Lock, KENSINGTON, Combination Lock,	Monitor (TEMPEST B)	Cables - KVM cables	KVM Cable for Keyboard/Mouse, Audio/Video Device, Computer, Server	CAMERA, WEB, 1080P, 4X, USB 2.0, TEMPEST B	HEADSET, OVER EAR, USB-A, TEMPEST B	KVM Cables: TAA (1) HDMI- (1) DP- DP/USB/A U CBL, 6'	Delivery date
1	218	-	218	218	218	218	218	218	EDC+12 weeks
2	-	435	326	-	-	-	-	-	EDC+13 weeks

Table 4-1 Delivery Schedule

- 4.3 For planning purposes the Contractor shall provide an overall planning for the delivery of all NMI equipment details of each batch as described in the IPS requirements in Section 6 of this Statement of Work.
- 4.4 The Contractor shall provide a weekly update detailing the current status of delivery via e-mail to the Purchaser's Project Manager.

5 TECHNICAL REQUIREMENTS

- 5.1 The technical requirements of the hardware, software and services to be provided under this Contract are described in Annex A SRS to this SOW.
- 5.2 All laptops in 2.1(a) and (b) of this SOW shall meet the same technical specifications as stated in Annex A SRS to this SOW other than TEMPEST requirement.

6 INTEGRATED PRODUCT SUPPORT (IPS)

6.1 INTRODUCTION

6.1.1 This section addresses the Integrated Product Support (IPS) requirements of the project. The purpose of this section is to ensure that the Contractor uses sound best practices to plan, implement, integrate, continuously measure and fine tune the IPS activities, as well as to ensure timely and correct delivery of the project.

6.2 SUPPLY SUPPORT AND PROVISIONING

- 6.2.1 The Contractor shall provide **Initial Provisioning List (IPL)** to include a fully detailed and priced:
- 6.2.2 Recommended Spare Parts List (RSPL) (if applicable) that shall detail all spares in a hierarchical breakdown including as a minimum the information of the table below for MDS.
- 6.2.3 Recommended Consumable Items List (RCIL) that shall detail all consumables including as a minimum the information of the table below for MDS.
- 6.2.4 Recommended Tools and Test Equipment List (RTTL), that shall detail all standard and special-to-type tools (both HW and SW/FW), test equipment and test fixtures, cables, connectors, support equipment (e.g.: cranes, lifting platforms, etc.) to perform hardware and software maintenance tasks including as a minimum the information of the table below for MDS.
- 6.2.5 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.

Field	Description
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete 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 NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Software 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 Hardware 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.

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

Table 6-1 Inventory/Material Data Sheet Information

6.3 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION

6.4 Packing, Coding And Labelling (Packaging)

6.4.1 The Contractor shall define the best method for the Packaging, fulfilling as a minimum the requirements of STANAG 4280 "NATO Levels of Packaging", NATO packaging level 4.

6.4.2 The Contractor shall design the packaging for each item and deliver each item fully packaged and protected in individually reusable containers.

6.4.3 The contractor shall be fully responsible for the decision and the selection of the proper packaging, marking and transportation means (air, sea, land), making proper considerations about and including (but not limited to) vibrations, shocks, management of Electrostatic Discharge (ESD) sensitive devices, altitude/pressure, temperature and humidity limits not to be exceeded during the PHST activities.

6.4.4 The Contractor shall provide any Special To Type (non-commercial) packaging materials required for the shipment of items, if needed/required, at no extra cost to the Purchaser.

6.4.5 The Contractor shall label each item and the relevant package with, at least:

- OEM Part Number and Cage code and Serial Number (if any) item part name
- Vendor Part Number and Cage Code, Serial Number (if any), item part name (if different from OEM item part name)

- 6.4.6 The Contractor shall package, crate or otherwise prepare items in accordance with best commercial practices considering the destination and the mode of transportation. Any Special To Type (non-commercial) packaging will be retained by the Purchaser for return of the items under Warranty if necessary.
- 6.4.7 The Contractor shall mark the packages, palettes and/or containers in which supplies are transported shall, in addition to normal mercantile marking, showing on a separate nameplate the name of this project, contract number and shipping address and clearly marked with the text "NATO PROPERTY".
- 6.4.8 The Contractor shall provide a Packing List for each consignment to allow for easy identification of the content of each package:
 - One Packing List shall be affixed to the exterior of the consignment in a sealed, weatherproof envelope on the outside of each box, palette and/ or container
 - A second copy shall be put inside each container/box.
 - A third copy should be emailed to the Purchaser PoC upon departure of the goods.

The Packing List shall contain the following information:

Serial	Requirement
1	The shipping Address
2	Package number of number of packages
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 full coordinates of the Contractor, Purchaser and Consignor

Table 6-2 Packing List Information

6.5 Delivery and Shipment (Handling and Storage)

The Purchaser Point of Contact (PoC) for issues related to shipment by default is:

Ali Ozkara (Project Manager)

NATO Communication and Information Agency

NIMS

Braine l'Alleud, Belgium

Tel: +32 23372143

Email: ali.ozkara@ncia.nato.int

- 6.5.1 The shipping address where all items, including goods exchanged or repaired under warranty, shall be delivered by default to:

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

- 6.5.2 All equipment under this project shall be delivered and shipped in close co-ordination with the NCI Agency POC at final destination.
- 6.5.3 The Contractor shall deliver equipment adequately packaged on Euro pallets.
- 6.5.4 The Contractor shall ensure secure fixation of pallets, cases and equipment during transportation.
- 6.5.5 The Contractor shall notify all deliveries through issuing of a Notice of Shipment to the Purchaser's PoC, at least 10 working days in advance of each shipment with 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, e.g., road, air sea, etc.
7	Date of shipment
8	Number of the Custom Form 302 used

Table 6-3 Notice of Shipment Information

- 6.5.6 The Notice of Shipment shall be accompanied by the relevant Packing List and the request for a Custom Form 302.

At final destination, the Purchaser PoC will visually inspect all deliveries for transportation damage and verification against packing and inventory lists.

- 6.5.7 The Contractor shall take back and replace any damaged items, and correct any discrepancies with the packing and inventory lists, at no additional cost to the Purchaser, and without delay to the project.
- 6.5.8 The Contractor shall be responsible for the availability of proper storage space and availability of Material handling equipment that may be required for the equipment shipped to the destination/location. The Purchaser cannot be held responsible for any delays in implementation in the case of unavailability of facilities or materials, and the Contractor shall be solely responsible to acquire alternative facilities/material to assure proper storage, handling etc.

The Purchaser's POC will inspect all packages, boxes and containers at final destination to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the Packing List have been accounted for. The Purchaser will not open any packages, boxes or containers.

For the main inspection please refer to paragraph 7.2

- 6.5.9 The Contractor shall ensure that all required forms and certificates are provided and that all necessary procedures are followed for dangerous goods and goods

requiring export licenses.

- 6.5.10 The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractor's responsibility to take into account delays at customs. The Contractor shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Custom Forms 302.
- 6.5.11 The Contractor shall ensure that any requirements related to delivery and shipment of the equipment are obtained from NCI Agency in advance of shipments.
- 6.5.12 The Contractor shall be responsible for the timely request of Custom Forms 302 at least 10 working days in advance of each shipment, required for duty free import/export of supplies between certain countries.
- 6.5.13 The written request for a Custom Form 302 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, e.g., road, air sea, etc.
7	Name and address of the freight forwarder

Table 6-4 Custom Form 302 Information

- 6.5.14 The request for a Custom Form 302 shall be addressed to:

Name Surname
NATO Communication and Information Agency,
Code, City, Nation
Tel: XXX
name.surname@nr.ncia.nato.int

- 6.5.15 Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form. The Custom Forms 302 shall be original, shall be delivered by mail/express courier and shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor. 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.
- 6.5.16 The Contractor shall be responsible to add the Custom Form 302 (placed in an external envelope) to the shipping documentation.
- 6.5.17 The Contractor shall ensure that forwarding agents are informed of the availability of the Custom Form 302 and how this form is utilised to avoid the payment of Customs Duties and that the carrier shall be fully conversant with

the application and use of Custom Form 302.

6.5.18 If a Country refuses to accept the Custom 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. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement to the Purchaser.

6.6 Transportation

The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of items and supplies prior to Acceptance. Any shipment loss shall be the responsibility of the Contractor.

The Purchase will be responsible for transportation of unserviceable equipment to Contractor facility for warranty repair/replacement.

6.6.1 The Contractor shall be responsible to transport all items and supplies covered under this Contract to and from all destination addresses at no extra cost to the Purchaser until completion of the warranty period.

6.6.2 The Contractor shall be responsible for transportation of all equipment furnished under this Contract from its site in a NATO nation to final destination.

6.6.3 The Contractor shall be responsible for any insurance covering the shipment and delivery.

6.6.4 The Contractor shall be responsible for transportation of repaired/ replacement items under warranty to the original location.

6.6.5 The Contractor shall provide a Transportation Report within two (2) weeks after each shipment has arrived at final destination. The Transportation Report shall include:

- a copy of the Packing List;
- date of arrival at final destination;
- date of delivery acceptance by the Purchaser's POC at final destination;
- signature of delivery acceptance by the Purchaser's POC at final destination.

6.7 Technical Publication

6.7.1 The Contractor shall provide Operation Manuals (OM) and Maintenance Manuals (MM) as per requirements of personnel operating and maintaining the equipment, in accordance with the Maintenance Concept and the Maintenance Tasks data (as per the Product Support Data Package):

- Operation Manuals (OM): required for the operation of the equipment and describe operation, settings and fine tuning of the equipment to achieve maximum performance including administration instructions (e.g.:

guidance on how to show, edit and save the System Configuration Files on the respective devices, together with default user or administrator passwords, as required).

- Maintenance Manuals (MM): required for the maintenance of the equipment and include:
 - scheduled and unscheduled maintenance detailed instructions, troubleshooting and fault finding techniques (including descriptions of all indicators, switches, switch positions, displays, menu's, settings etc), Installation and dismantling of the equipment (including as applicable physical, electrical, software, safety, RF aspects etc.), repair and test procedures up to HL3/SL3 activities included;
 - drawings of the mechanical, electrical and electronic assemblies and sub-assemblies that comprise the equipment in sufficient detail to allow technical staff to maintain the system at site level in accordance with the Maintenance Concept;
 - physical, functional, performance, environmental data and descriptions (including support equipment/tools and interfaces to external systems)

6.8 In Service Support during Warranty

6.8.1 The Contractor shall provide a In Service Support (ISS) during Warranty until one (1) year after successful completion of the Inspection and following the Purchaser's Acceptance letter (para 7.3)

6.8.2 The Contractor shall provide the following services during the Warranty:

- Hardware: repair and/or re-placement of all defective technical installations/equipment;
- Software: remediation/resolution of all bugs, flaws, etc. of all software installations provided as part of this contract including formal deliveries of software updates.

The Purchaser will be responsible (at its own expenses) for returning of failed items to the Contractor.

6.8.3 The Contractor shall repair repairable items received at the Contractor's plant in maximum Turn Around Time (TAT) ten (10) days. This shall include in-processing, trouble shooting, repair, testing, check-out, packing and shipment to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum).

6.8.4 The Contractor shall be responsible for returning of repaired items to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum) at no cost for the Purchaser.

6.8.5 The Contractor shall be responsible for the provision of any alternative or superseding items, should the original part be no longer available or be excessively damaged (BER, Beyond Economic Repair), ensuring SRS (System

Requirements Specification) compliance.

- 6.8.6 The Contractor shall submit at the end of the Warranty period a **Warranty Report** that documents all identified Warranty cases, affected CI's, corrective actions, costs and schedule.
- 6.8.7 The Contractor shall be responsible for the SW adaptive and perfective maintenance or change/update to ensure that the response times specified can be met.
- 6.9 In Service Support post Warranty (option)
 - 6.9.1 In the event the Purchaser decides to exercise the post warranty option, the Contractor shall be obliged, in addition to the services to be performed during the Warranty period, to conclude and amendment with the Purchaser starting one (1) year after the completion of the Inspection(i.e.: end of warranty period) for a 1-year period.
 - 6.9.2 The Contractor shall be responsible for maintaining all stocks of spares, test and other maintenance equipment, Automated Test Equipment (ATE) facilities, and all repair documentation including product support databases technical publications, skills and personnel required.
 - 6.9.3 The Contractor shall guarantee the provision of equipment replacement/repair services throughout the stipulated period.
 - 6.9.4 The Contractor shall repair repairable items received at the Contractor's plant in maximum Turn Around Time (TAT) ten (10) days. This shall include in-processing, trouble shooting, repair, check-out and shipment until delivery to the Purchaser (i.e. to NATO CIS Sustainment Support Centre, at Brunssum).

6.10 QUALITY ASSURANCE

- 6.10.1 Upon Purchaser request, the Contractor shall provide evidence that the QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.
- 6.10.2 Upon Purchaser request, the Contractor shall address the QA/QC he applies to this project and shall describe its internal process for the quality review of the deliverables before their release to the Purchaser.
- 6.10.3 The Contractor shall ensure that the goods meet the following level of quality:
 - 6.10.4 All delivered supplies are compliant with the approved technical specifications;
 - 6.10.5 All delivered supplies are of the requested type and quantity;
 - 6.10.6 All delivered goods are not damaged or defective.
 - 6.10.7 The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.
- 6.10.8 If requested by the Purchaser, the Contractor shall submit the CoC(s) for each

item including the replacement parts (equipment or consumables) that are provided under warranty.

6.11 SUPPLY CHAIN SECURITY

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

7 TESTING, INSPECTION AND ACCEPTANCE, WARRANTY

7.1 Testing

- 7.1.1 The Contractor shall execute a First Article Acceptance Test (FAAT) in CSSC as per the schedule provided in SSS to verify:
 - (a) The full interoperability and the compatibility of:
 - (1) The laptop computers with an up-to-date Microsoft Windows 10/11 Enterprise Operating System;
 - (2) The laptops with the PFE HDDE in unkeyed/keyed state;
 - (3) Laptops computers with screens, mice, and keyboards, docking station, KVM, and USB Network Media Adapter;
 - (b) The correct operation of the laptops equipment, including keys and buttons, data interfaces, fans, displays, integration of hard drives, cables, power supplies, GPU and CPU usage, batteries etc.,
 - (c) The full functionality and performance as required per the SOW Annex A, and
 - (d) The TEMPEST compliance.

- 7.1.2 The Contractor shall provide the (NATO Unclassified) FAAT Plan to the Purchaser for review within four (4) weeks from EDC. The Purchaser will review and sent the comments in two (2) weeks after FAAT Plan delivery. The Contractor shall seek the Purchaser's approval before using FAAT Plan for testing purposes.
- 7.1.3 The FAAT shall be conducted by the Contractor at the CSSC's premises and is subject to Purchaser's approval.
- 7.1.4 The Purchaser has the right to witness the FAAT and the subsequent testing the Contractor is planning to perform.
- 7.1.5 To execute the FAAT the Contractor shall prepare one piece of IT equipment of each laptop types (NS/MS and NU laptops), equivalent to the IT equipment that the Contractor agreed to deliver under this Contract. On the laptops the Contractor shall install an up to date Microsoft Windows 10/11 Enterprise 64 bit Operating System from the original Microsoft installation media (i.e. not using a hardware specific recovery image) and install the latest drivers for the displays, storage media, drives, interfaces, keyboards, mice, USB Network Media Adapter, and any other applicable components inside - or attached to - the laptop. The laptop shall use the PFE HDDE (where applicable).
- 7.1.6 The FAAT tests results shall be documented in a test report which the Contractor shall provide to the Purchaser directly after completion of the FAAT.
- 7.1.7 After approval of the FAAT test report by the Purchaser and resolution of any issues the Contractor can start the delivery of the IT equipment to the Purchaser.
- 7.1.8 The Contractor shall, before shipment to the Purchaser, ensure the correct operation of each and every piece of IT equipment through Pre-Shipment Inspection (PSI) according to the test plan (as per 7.1.2), verify TEMPEST compliance, and shipment completeness, and provide the test reports to the Purchaser.
- 7.1.9 The Contractor shall provide a Certificate of Conformance (CoC) from an accredited organization for TEMPEST B and C compatibility based on the requirements in SOW Annex A.
- 7.1.10 The Contractor will test the laptops in keyed state after they are delivered to the Purchaser at CSSC with the participation of the Contractor representative. This test will be executed within 4 weeks after the delivery of first HDDE installed laptops.
- 7.2 Inspection
- 7.2.1 Inspection will be performed by CSSC by reviewing each delivery, the equipment functionality and its completeness. The inspection will be finalized within 4 weeks after delivery of each batch. CSSC will approve the delivery once all the delivered items has successfully passed the inspection.
- 7.3 Acceptance

7.3.1 Acceptance of each batch will take place following satisfactory completion of above tests (paragraph 7.1) and inspection (paragraph 7.2) by CSSC which will be performed after the following:

- A deliverables inventory which has been provided by the Contactor and verified by the Purchaser which details all the deliverables to be supplied under the terms of the Contract.
- A Contractor provided Certificate of Conformity (CoC) stating that the equipment conforms to the contractual standards.
- The Contractor provided TEMPEST B Certificates, wherever is applicable.
- The receipt of all Contract deliverables

7.4 Warranty

The Warranty will start after the successful Inspection and following the Purchaser's signed Acceptance letter of each batch and will cover the products for a period of 1 year.

ANNEX A TECHNICAL SPECIFICATIONS

See separate SRS document

ANNEX B Safeguarding of NATO RESTRICTED Information**Introduction**

1. This contract security clause is published by the Security Committee (AC/35) in support of NATO Security Policy, C-M (2002)49, and its supporting directives.

Background

2. This contract security clause contains rules and regulations that shall be applied by the Contractor addressing the minimum-security requirements for the protection of NATO RESTRICTED (NR) information received or produced by it because of the contract. This security clause addresses all aspects of security (personnel security, physical security, security of information, Communication and Information System (CIS) Security, and industrial security) that the Contractor is required to implement.

3. This contract security clause forms part of the contract and shall provide direction to ensure compliance by Contractors on the protection of NR information.

Section I- Responsibility

4. Contractors handling and/or storing NR information shall appoint an individual of suitable seniority who shall act as the Security Officer (SO) of the facility with responsibility for ensuring the protection of NR information in compliance with the provision of this security clause and any other additional requirements advised by the Contracting Authority. The SO shall also act as the point of contact with the Contracting Authority or if applicable with the National Security Authority (NSA) or Designated Security Authority (DSA).

Section II – Personnel Security

5. A Personnel Security Clearance (PSC) is not required for access to information classified NR. Individuals who require access to NR information shall be briefed on security procedures and their responsibilities by the nominated SO, have a need-to-know and acknowledge in writing that they fully understand their security responsibilities and the consequences if information passes into unauthorised hands either by intent or through negligence. A record of the acknowledgement of responsibilities by Contractor's employees shall be retained by the facility security officer.

Section III – Physical Security

6. NR information classified NR shall be stored in a locked cabinet or Office Furniture (e.g. office desk drawer) within an Administrative Zone, Class I Security Area, or Class II Security Area. Information classified NR may also be stored in a locked cabinet, vault, or open storage area approved for information classified NC or higher shall be stored in a locked container that deters unauthorised access; such as a locked desk or cabinet, or in a room or area to which access is controlled (hereinafter referred to as Administrative Zone). An Administrative Zone may be established around or leading up to NATO Class I or Class II security areas. Such a zone requires a visibly defined perimeter within which the possibility exists for the control of individuals and vehicles. Only information classified up to and including NR shall be handled and stored in Administrative Zones.

7. NR information shall be handled in Administrative Zones or National equivalent to Class II security areas or I. NR information can be also held under personal custody.

Section IV- Security of Information

Control and Handling

8. Unless a NATO Nation has specifically mandated contractors under their jurisdiction to do so, NR information is not required to be individually recorded or processed through a Registry System.

Access

9. Access to NR information shall be granted only to personnel involved in the contract who fulfil the conditions according to Paragraph 5, second sentence.

Reproduction

10. Documents, extracts, and translations of information classified NR may be reproduced by individuals authorised for access to the information and on equipment with controlled access.

Destruction Requirements

11. NR information shall be physically destroyed in such a manner that ensures it cannot be reconstructed in full or in part.

12. Destruction of reproduction equipment utilising electronic storage media shall be in accordance with the applicable requirements in section VI.

Packaging

13. Information classified NR shall, as a minimum, be transmitted in a single opaque envelope or wrapping. The markings on the package shall not reveal that it contains information classified NR.

Carriage/ Movement within a Contractor's Facility

14. NR information carried within the perimeter of the site or establishment shall be covered in order to prevent observation of its contents.

National/International Transmission

15. The carriage of NR material shall as a minimum be in a single opaque envelope or packing (no marking shall be visible on the outer envelope) and may be:

- a) Moved by postal or commercial services;
- b) Carried by Contractor's personnel; or
- c) Transported as freight by commercial services.

Release

16. NR shall not be released to entities not involved in the contract without the prior approval of the contracting authority.

Security Incidents

17. Any Incident, which has or may lead to NR information being lost or compromised shall immediately be reported by the SO to the Contracting Authority.

Section V- Sub-Contracting

18. Sub-contracts shall not be let without the prior approval of the Contracting Authority.

19. Sub-contractors shall be contractually obliged to comply with the provisions of this document and any other additional security requirements issued by the Contracting Authority.

Notification of Contracts

20. Contractors/Sub-contractors under the jurisdiction of a NATO Nation requiring by their national laws and regulations notification of contracts involving NR shall notify their NSA/DSA about any such contracts they have been awarded.

International Visits

21. Visits involving NR information will be arranged directly between the SO responsible for the visitor and the SO of the facility to be visited without formal requirements. The SO of the facility to be visited should be asked if a request for visit is required to be provided to its NSA/DSA and if so, the SO of the facility to be visited should submit a visit request to its NSA/DSA on behalf of the visitor. However, visitors are not required to hold a PSC.

ANNEX C ACRONYMS

Abbreviation	Content
CLIN	Contract Line Item Number
CIS	Communication and Information System
CoC	Certificate of Conformance
COTS	Commercial Off the Shelf
CSSC	CIS Sustainment Support Centre
DCEP	Deployable Communications and Information Equipment Pool
DCIS	Deployable CIS
dpi	dots per inch
EDC	Effectivity Date of Contract
EMC	Electromagnetic Compatibility
EMSEC	Emission Security
EU	European Union
EUD	End-User Device
FAAT	First Article Acceptance Test
FSA	Final System Acceptance
HDDE	Hard Disk Drive Encryption
ILS	Integrated Logistics Support
IPS	Integrated Product Support
IT	Information Technology
KVM	Keyboard-Video-Mouse
MDS	Material Data Sheet
MS	MISSION SECRET
OEM	Original Equipment Manufacturer
NIAPC	NATO Information Assurance Product Catalogue
NMCRL	NATO Master Cross-Reference List
NU	NATO UNCLASSIFIED
NMI	NATO Mission Iraq
NS	NATO SECRET

Abbreviation	Content
OEM	Original Equipment Manufacturer
PFE	Purchaser Furnished Equipment
POC	Point of Contact
SOW	Statement of Work
SRS	System Requirement Specifications
SSS	Schedule of Supplies and Services
SW	Software



Provision of Windows 10/11 compliant end user client devices (WP 6)

Book II - Part IV

Statement of Work (SoW)

Annex A – System Requirements Specification (SRS)

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1 INTRODUCTION

1.1 Purpose, Scope and Terminology

- [1] The Purpose of this project is to replace obsolete end-user equipment for NATO Mission Iraq (NMI), hereafter referred to as the “Client Devices” or “End-user Devices”.
- [2] This project is called “Provision of Windows 10/11 compliant end user client devices (WP 6)”.
- [3] The End-user devices are primarily computer equipment and their enabling ancillaries providing or enabling user access to voice, data or information services.
- [4] This System Requirements Specification (SRS) document provides the functional and quality requirements to be met in the delivery of for End-user devices to NMI.
- [5] This SRS defines the specifications, standards compliance and constraints that shall be adhered to in the procurements of COTS equipment, the design or the modification of a COTS design.
- [6] A high-level summary of the scope of the of deliverables and activities includes:
- a) Selection and procurement of end-user COTS equipment.
 - b) COTS equipment integration, testing, performing the so called staging and delivery to site.

1.2 General Conventions

1.2.1 SRS Document

- SRS-1 Information and requirements contained under a "General" heading are applicable to all the elements covered by the corresponding section.
- [7] All statements are identified with a Unique Reference called the Key.
- [8] Mandatory requirements are identified as SRS.
- SRS-2 This document shall be interpreted as per the following conventions:
- 1) Requirements are numbered as SRS-#. Informational text is numbered as [###].
 - 2) Statements in numbered lists (e.g. i= 1...n) at any level under an SRS-# requirement are to be considered individual requirements under the “shall” statement of the parent requirement. As such, they shall be traced (e.g. as SRS-#-i) and be subject to verification individually.

- 3) For reference to a section or sections the symbols “§” or “§§” are used. Requirements referring to a section or sections shall apply the complete section or sections including subsections.
- 4) When “support” is used in a requirement this shall be interpreted as including everything (such as hardware, software, firmware, licenses, and configuration) needed to meet the requirement.

SRS-3 A specific SRS statement shall always supersede requirements of the general conventions of this section of the document.

1.2.2 Definitions

[9] "-xS" is the generic suffix denoting both NATO Secret (NS) and/or Mission Secret (MS).

[10] "-xx" is the generic suffix denoting either NATO Unclassified (NU), NATO Secret (NS) or Mission Secret (MS).

[11] The use of the term "notional" is to be interpreted as guidance only.

[12] The term "including" is never meant to be limiting - the list that follows is always non-exhaustive.

SRS-4 Requirements stating to be supported or implemented "fully conformant" to an architecture shall be understood as requiring full correspondence between architecture specification and implementation, where all features of this specific requirement are implemented in accordance with the architecture specification and there are no features of this specific requirement implemented that are not covered by the architecture specification.

SRS-5 Requirements stating a capability to be "implemented" (i.e. "shall implement") shall be understood as requiring the capability to be implemented and configured for use in the delivered system.

SRS-6 Requirements stating a capability to be "supported" (i.e. "shall support") shall be understood as the ability of the Purchaser to configure the capability to be active or not active at his discretion. This means that the capability is not necessary implemented upon delivery, but shall be available in its full extent, without restrictions.

SRS-7 The term "Open" shall be understood as enabling the basic functionality to be modified or extended through mechanisms such as API and plugins without any proprietary constraints.

SRS-8 The term "enable" (or enabled) is to be interpreted in the way that the capability needs to be implemented but no CIS equipment is meant to be installed nor delivered. For example, if a rack needs to be "enabled" for the integration of a Radio transmitter, it means that the rack is equipped with the Radio Transmitter integration kit (cabling, mounting shelves, etc.) but the Radio Transmitter itself is not to be delivered.

1.2.3 Interfaces

SRS-9 Labels shall be applied using a method that provides a legible, durable and non-fading result capable of withstanding exposure to the environmental conditions during operation, storage, transport and handling.

SRS-10 Whenever possible, the labels shall be applied in such a manner that allows them to be visible "in clear view" after installation.

SRS-11 The labels shall be subject to the same environmental testing regime as the equipment they are attached on (both for indoor and outdoor use).

SRS-12 The labels shall withstand the same environmental conditions as the equipment they are attached on (both for indoor and outdoor use).

1.3 Electromagnetic Compatibility (EMC) and Emission Security (EMSEC)

[13] Electromagnetic Compatibility (EMC) is a measure of a device's ability to operate as intended in its shared operating environment while, at the same time, not affecting the ability of other equipment within the same environment to operate as intended.

[14] Emission Security (EMSEC) is an analysis of a system's vulnerability to unauthorized access and subsequent exploitation as a result of issues with electromagnetic emanations from hardware.

[15] TEMPEST concerns preventing attacks using compromising radio frequency emanations.

[16] This document shall be interpreted as per the following conventions:

SRS-13 All CIS Modules and their electronic components shall comply with the EMC requirements as contained in the directive 2014/30/EU.

SRS-14 TEMPEST testing and certification shall only be performed by approved providers listed on the NATO Information Assurance Product Catalogue (NIAPC - <https://www.ia.nato.int/niapc/tempest>).

SRS-15 For each individual piece of equipment required to meet a given TEMPEST SDIP-27 level, a certificate shall be provided, demonstrating TEMPEST compliance for the equipment.

1.4 Health and Safety (Hazardous Substances)

SRS-16 RoHS-2 Directive 2011/65/EU shall be applied to all Devices.

1.5 Document Structure

[17] This SRS is structured as follow:

- 1) **Introduction** (this chapter) covers the purpose of the document, the conventions and the standards which are applicable all this document long;
- 2) **End-User Devices Requirements** covers the specifications of End-User Devices.

2 END-USER DEVICE REQUIREMENTS

2.1 General requirements

- SRS-17 In a given computer security classification (e.g. xU Laptops, or xS Laptops), the hardware and firmware shall be identical to allow same disk image of a Windows Operating System based installation to be successfully applied (cloned) to all equipment of this category without requiring additional driver installation.
- SRS-18 Within a single equipment category (e.g. xU Laptops, or xS Monitor), parts and accessories shall be fully interchangeable between all equipment of this category.
- SRS-19 The System to be provided by the Contractor under this Contract shall meet or exceed the requirements identified in this SRS.
- SRS-20 Requirements in this SRS and requirements in the standards that the SRS refers to are complimentary.
- SRS-21 Items enabling the use of the end-user CIS (e.g., Display Monitor Cables, Power Supply or any type of connectors used in the assembly) which were not requested expressly by the Purchaser but considered essential accessory or are required for the consistency of the solution shall be provided by the Contractor. Quantities in this SRS do not include spares, please refer to the Schedule of Supplies and Services (SSS) for quantities to be delivered including spares.

2.2 Hardware-based Full-disk Encrypted Hard Drive

- SRS-22 The xS Laptops provided by the Contractor shall be fully compatible and interoperable with the Purchaser provided hardware-based encrypted HDD.
- [18] The Purchaser provided Hard Disk Drive (HDD) is an internal hardware-based full-disk self-encrypting hard drive from Viasat, The Model is Eclipt Core 600, 256 Gb Solid State Drive, 2.5" nom. x 7 mm with part number: FET-IL6-025635SS Solid State.
- [19] Where required, the Purchaser is to provide the items listed in Table 1 below to support the initialisation of the self-encrypting drive and to enable testing and their use.

No	Hardware-based Encrypted Hard Drive Keying & Initialisation Materials
1	Eclipt Universal Crypto Custodian Kit (CCK).
2	Hard Disk, SSD, 2.5", SATA, 256GB, ECLYPT CORE600, ENCRYPTED
3	KeyStone User Token EKS-02USBH
4	Serialised Holographic Tamper Evident Label (2 Per Laptop)
5	Un-Programmed Key MAT Ibutton MOQ10 (Black TMD)

Table 1. Keying and initialisation materials for Eclipt Hard Drives

SRS-23 The Contractor provided Laptop enclosure shall offer sufficient internal space / room to fit/accommodate the Purchaser provided hardware-based self-encrypting internal HDD.

SRS-24 The Contractor provided Laptop shall be compatible with Basic Input / Output System (BIOS) boot mode and support future upgrade to Unified Extensible Firmware Interface (UEFI) firmware interface.

[20] The current model of the Viasat Eclipt Core 600 Hard Drive to be provided by the Purchaser supports BIOS only, and reformatting into GPT partition style may not be available on the Eclipt Core 600 Hard Drive, the Contractor provided Laptop shall be configured and initialised to support the legacy BIOS firmware interface and shall provide a future upgrade path to booting in UEFI mode from any such UEFI compatible Hard Drive the Purchaser may select to use in future.

2.3 End-user Mobile Workstation

[21] The End-user Mobile Workstation includes a Laptop and the Network Media Adapter.

[22] It is recommended that the Contractor provides a Laptop of the same model and specification that meets the TEMPEST requirements of –xS classification.

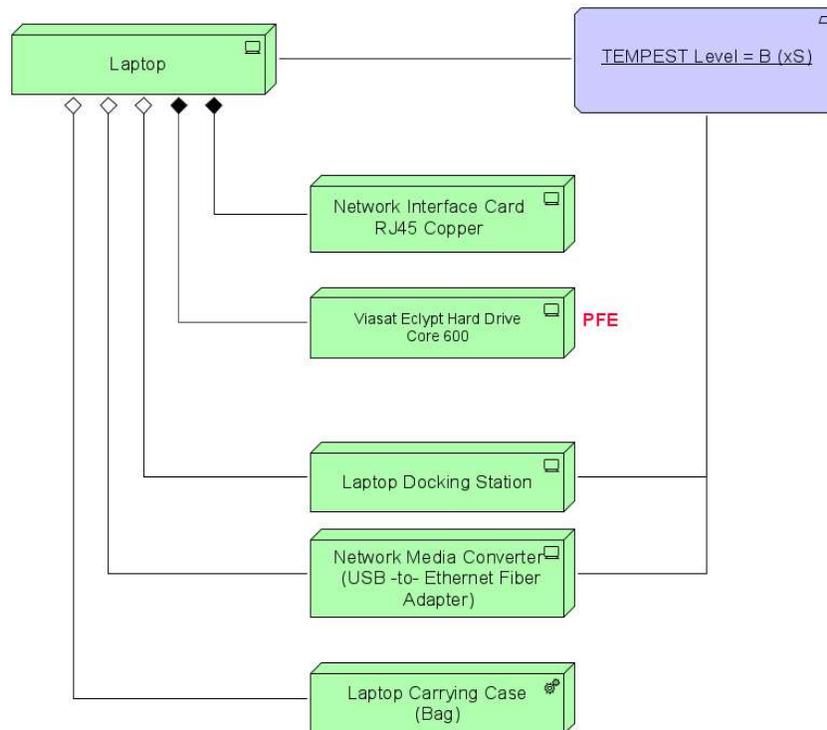


Figure 1: End-user Laptop Breakdown

2.3.1 Laptop

[23] In this section, the term "End-user Workstation" is used alongside Laptop, this is to ensure appropriate consideration is given to both the Laptop equipment and the USB to Ethernet Media Converter, and treated as a unit where appropriate.

SRS-25 The end-user Laptop shall meet or exceed the following specification.

Attribute	Minimum Requirement
Operating System	Support Microsoft Windows 10/11
Processor	Provides a performances similar to exceeding Intel Core i5-12500H Processor (18M Cache, up to 4.50 GHz).
GPU	Meets or exceeds the performance of Intel® Integrated UHD Graphics 630 with Thunderbolt. Delivers performance of : at least @ 1024x600 in ComputeMark v2.1; USB TypeC 3.1 Gen 2 port (Thunderbolt) or HDMI 1.4a port output for external display; Wireless Display / Miracast support for up to 1080p30
Display	<ul style="list-style-type: none"> • 15.6" diagonal size; • 1920 x 1080 Full HD; • Multi-touch screen; • Contrast 600:1;
Memory	8GB DDR4, expandable to 32GB
Keyboard	US International QWERTY
Pointing device	<ul style="list-style-type: none"> • Touch pad with multi-touch support; and, • Compatible with Windows Precision Touchpad Implementation
Internal Storage (Hard Disk Drive).	<ul style="list-style-type: none"> • xS Laptop: Hardware-based Full-disk Self-encrypting Hard Drive is a ViaSat Eclipt Core 600 SATA SSD 7mm - 256GB (xS Laptops) — (PFE) ; Or • xU Laptop: Solid State capacity: 512 GB, performance: 540MB/sec sequential read and 490MB/sec sequential write, durability: 72TBW, supported functions: TCG Opal, IEEE-1667, FDE AES-256, HIPM+DIPM and DevSleep
Network Adapter	<ul style="list-style-type: none"> • Integrated 10/100/1000 Gigabit Ethernet Network Adapter

Minimum I/O Ports	<ul style="list-style-type: none"> • 2x USB Type-C 3.1 Gen 2 port with power delivery & display port or Thunderbolt 4 with power delivery & display port; • 2x USB Type-A 3.1 Gen 1 ports; and, • 1x HDMI 2.0
Wi-Fi	<ul style="list-style-type: none"> • Intel IEEE 802.11 Dual-Band Wireless-AC 9560 Wi-Fi (vPro)
Additional Features	<ul style="list-style-type: none"> • Integrated Webcam with built-in cover; • Integrated Microphone Array (dual microphone with noise cancellation); • Bluetooth 5.0; • Integrated Smartcard reader (PIV compliant); and, TRRS 3.5mm mini audio jack connector; • Wedge lock slot.
Power	<ul style="list-style-type: none"> • 1x Power adapter and cord (auto sensing 110/230V) with 1x USB – C Power Adapter Plus – 2*130W (Power-In Port: AC in, Power-Out Port: 1 x DC out USB-C). • 1x Power adapter and cord for cigarette lighter Vehicle connector.
Security	<ul style="list-style-type: none"> • Trusted Platform Module (TPM) 2.0 chip on the motherboard; • AES New Instructions (AES-NI), SecureKey, BIOS Guard, OS Guard or equivalent; and, • PnP and BIOS setup/boot password/system configuration protection.
Power management	Support for Windows Instant Go / Connected Standby, Speed Shift Technology
Remote management	BIOS and UEFI Supported, supports Intel vPro Out of Band Management Technology"

Table 2.Laptop specification

- SRS-26 End-user Laptop shall meet SDIP-27 Level B requirements if dedicated for xS network, as applicable in the SSS.
- SRS-27 Where applicable, the contractor provided Laptop / End-user Mobile Workstation TEMPEST certification shall be exercised and achieved with the Purchaser provided HDD fully functioning, initialised and integrated into the Laptop during the evaluation exercise.
- SRS-28 Each Laptop shall be delivered with Kensington lock.. The Kensington Lock provided by the Contractor shall be a Combination Lock type (NOT Key Locking) with 1.8 meter steel cable for the Laptop.
- SRS-29 Laptop batteries shall be provided with Material Safety Data Sheet (MSDS) as required by International Civil Aviation Organization (ICAO), and International Air Transportation Association (IATA) for air transportation of dangerous goods.

2.3.2 USB to Ethernet Media Converter

- [24] The USB -to-Ethernet Fibre Converter allows computer equipment to connect to an Ethernet network through a USB interface. The media converter provides protocol conversion from USB (Electrical) to 100Base-FX or 1000BASE-X (Optical) and ensures an EMI-secure data connection over fibre between a USB port on a Laptop/desktop and a Ethernet port on the switch.
- [25] Under TEMPEST regulations, the USB to Ethernet Media Converter is to be setup and tested while integrated (or plugged into) with the Laptop / End-user Workstation as a unit (or system under test) to ensure it meets SDIP-27 Level B as required in the Schedule of Supplies and Services (SSS).
- [26] The existing 100Base-FX Ethernet (100Mbs) fixed port access switch deployed in NMI is to be upgraded in future to 1000BASE-X (1Gbs). To make the media converter future proof, a device providing a USB 3.0 (or higher) interface with an SFP slot is preferred, however backward compatibility with USB 2.0 / Fast Ethernet is mandatory.
- SRS-30 Each Laptop shall be delivered with a media converter providing 100BASE-FX 1300nm multimode (SC) USB powered external Network Adapted.
- SRS-31 The Contractor shall ensure the USB to Ethernet Media Converter is compatible with existing Fast Ethernet fixed port switch.

Attribute	Minimum Requirement
Type	USB to Ethernet Media Converter.
Interfaces	USB to 100Base-FX Ethernet

Table 3.USB Network Media Converter

- SRS-32 The media adapter shall be a Fast Ethernet optical fibre connection powered through a USB interface, and requiring no external power supply.

2.4 End-user Laptops Ancillaries'

- [27] The End-user laptop ancillaries includes display monitor, keyboard, Mouse, end-user KVM switch and a Laptop docking station.
- SRS-33 All TEMPEST B ancillary items provided by the Contractor (e.g. Monitors, Keyboard, Mice, Webcam & Headsets) shall be compatible with the Contractor provided secure KVM.

2.4.1 Display Monitor

SRS-34 The Display Monitors shall meet or exceed the following specification:

Attribute	Minimum Requirement
Size – (Diagonal)	24-inch display screen
Panel Type	IPS
Contrast	1000:1
Brightness	250 nits
Standards	TCO certified Displays 7.0
Connections	<ul style="list-style-type: none"> • 1 x VGA; • 1 x HDMI port version 1.4; and, • 1 x Display Ports 1.2.
Native refresh rate	60Hz
Horizontal/vertical viewing angle	178 degrees horizontally and vertically
Native resolution	Full HD resolution 1920 x 1080 with 82% sRGB coverage or CIE 1931 value of >= 72%
Stand, Mount, Tilt and Swivel	<ul style="list-style-type: none"> • Height-adjustable stand; • Pivot rotation -90 degree to +90 degree; • Tilt: +21 degree to -5 degree; and, • Swivel: 90 degree.
Flat Panel Mount Standard	<ul style="list-style-type: none"> • VESA
Power supply and cords	<ul style="list-style-type: none"> • 100 to 230 VAC 50/60Hz operation; a, • Power cord with CEE7/7 plug.
Cabling	1x Display Port cable (cable length 1.8m) included

Table 4. Display Monitor specification.

SRS-35 Each Monitor shall be delivered with Kensington lock including a 1.8m cable.

SRS-36 Each display monitors shall meet SDIP-27 Level B requirements as per targets defined in the Schedule of Supply and Services (SSS).

2.4.2 Keyboard and Mouse

SRS-37 Keyboards shall meet or exceed the following specification:

SRS-38 For NATO Secret networks, the Keyboards shall meet SDIP-27 Level B requirements.

SRS-39 Keyboard shall meet or exceed the following specification:

Attribute	Minimum Requirement
Layout	US International QWERTY
Compatibility	Microsoft Windows 10 Enterprise
Connectors	USB
Additional Features	Low profile keys
Cabling	Length: 1.5m

Table 5.Keyboard specification.

SRS-40 Mice shall meet or exceed the following specification:

Attribute	Minimum Requirement
Type	Optical/laser scroll mouse (5 button minimum)
Connectors	USB
Cabling	Length: 1.5m

Table 6.Mouse specification

SRS-41 Depending on the target domain Computer Mouse and Keyboard is to be used, the Mouse shall meet SDIP-27 Level B requirements as per the Scheduled of Supplies and Services (SSS).

2.4.3 External Standalone Webcam

[28] Every user desk with computers on multiple security domains is intended to have an external Webcam which may be shared by all computers connected to the KVM peripheral switch.

SRS-42 The Contractor shall provide a TEMPEST B complaint external USB Webcam suitable for Video Teleconferencing (VTC), with stand-alone mount capability, and with following additional specifications, as a minimum:

Attribute	Minimum Requirement
Device Type	External Webcam
Video & Video	<ul style="list-style-type: none"> • 1080p/30fps (up to 1920 x 1080 pixels); and, • Digital zoom up to 4x

	<ul style="list-style-type: none"> • Camera with Autofocus; and, • Built-in mic: stereo, dual Omni-directional; and • Mic range up to 1 m; and
Connector / Connectivity	<ul style="list-style-type: none"> • Webcam with 1.5 m attached USB-A cable; and, • USB connectivity: USB-A plug-and-play; and, • Includes a monitor mount and accessory for freestanding.
Privacy	Physical / Attachable lens shutter.

Table 7. External standalone Webcam specification.

2.4.4 Corded Headset

SRS-43 The Contractor shall provide TEMPEST B compliant headset(s) that meets the requirements in Table 8. The corded headset shall be suitable for PC telephony, webinars, conference calls, music, and other multimedia applications.

Attribute	Minimum Requirement
Device	Dual Headset Headphone/Microphone. Compatible with Windows OS.
Type/Form	On-the-ear, headband adjustable headset.
Performance	Headphone Frequency Response 20 – 20,000 Hz Microphone Frequency Response 100 – 10,000 Hz
Remote Control	Call answer/end, mute, volume +/-
Connector	USB
Cable Length	1.3M
Additional Features	<ul style="list-style-type: none"> • Noise cancelling microphone. • Hearing protection provided by acoustic limiting to protect against loud sounds. • Boom (moveable arm) rotation.

Table 8. Corded Headset specification

2.4.5 End-user KVM Switch

[29] The Keyboard-Video-Mouse (KVM) Switch provides a shared peripheral switching capability to a single Keyboard, Video and Mouse (KVM) used to control a number of independent computer systems which may be on different local or wide area networks.

- [30] The KVM switch will be installed in a settings where a single user with limited work surface space needs to access two or more computers. A KVM switch will only connect the desktop keyboard, monitor and mouse (interface hardware) to one computer at a time and does not allow sharing of information between computers connected to the switch.
- [31] The use of Peripheral or Data Switch Box (KVM switches), enabling CIS to share peripherals, such as monitors, keyboards, mice and printers, shall follow AC/322-D(2007)0047 INFOSEC Technical and Implementation Supporting Document on the Use of Peripheral Switches. Any installation of a Peripheral Switch Box has to follow the installation criteria, as detailed in SDIP-29.
- [32] This SDIP-29 applies to all equipment that transmits, stores or processes NATO information classified at NATO CONFIDENTIAL and above. It specifies policies, responsibilities and procedures governing the installation of electrical equipment for the processing of NATO classified information.
- [33] The Keyboard-Video-Mouse (KVM) Switch shall be used to control up to four (4) Laptops at any one time on multiple security domains x1 NR, x1 NU, x1 NS, x1 MS
- SRS-44 The Contractor shall provide necessary and appropriate connecting KVM ensemble, cables for Keyboard/Mouse, Audio/Video device.
- SRS-45 The Contractor provided KVM shall provide USB Type A interfaces that supports Webcam & Headset peripheral switching.
- [34] In the marketplace for Personal Computer Laptops, the prevailing OEM Vendor configuration is for Laptops with two display interface ports to have different types conforming to different standards and protocols. The Contractor is expected to provide connector cables that could simultaneously exploit both display interface types available on Laptops.
- SRS-46 For seamless compatibility between DVI, DisplayPort, and HDMI inputs/outputs, the Contractor provided secure KVM Switch shall have Dual head Auto-sensing ports.
- SRS-47 The Contractor shall provide Audio/ Video connecting combination (Combo) cables for the source side and the KVM side to the KVM switch. A typical example of connector cable to be provided for a Laptop with two types of display interface ports is as follows:
- Source Side**
- 1x DVI (male) and 1x DP(male), 1x 4-pin USB Type A, 1x mini-phone 3.5mm audio
- KVM Side:**
- 1x HDMI and 1x DP (male), 1x 4-pin USB Type B, 1x mini-phone 3.5mm audio
- SRS-48 Contractor provided combination connector cables shall provide video support for up to 4K (3840x2160), @60hz refresh.

SRS-49 For the avoidance of doubt, The Contractor provided KVM ensemble shall include all consoles (including the keyboard and mouse), video switching cables, power adapters, and any other components required to deliver switchable KVM access to all Contractor-delivered systems bearing a keyboard, video, and/or mouse interface as part of the system design.

SRS-50 Keyboard-Video-Mouse (KVM) Switch shall meet or exceed the following specification:

Attributes	Minimum Requirements
Connectors	<ul style="list-style-type: none"> • Simultaneously provide interfaces Ports for 4 computers and 2 monitors; (HDMI and DisplayPort Combination cables are preferred). • Interfaces <ul style="list-style-type: none"> ○ 4x Display Port or HDMI ; • Per Computer Interface Input/Outputs: <ul style="list-style-type: none"> ○ 2x Display Port or HDMI (Dual Mode); and, ○ 2x USB Type-A female connector (1 designated port for mouse and 1 designated port for keyboard). ○ Length: 1.8m.

Table 9.End-user KVM switch peripheral interface specification.

SRS-51 The KVM Switch must have EU power plug.

SRS-52 KVM Switch shall be sourced from approved vendors listed in the NATO Information Assurance Product Catalogue (NIAPC - <https://www.ia.nato.int/niapc/tempest>).

SRS-53 NATO policy requirements (or a National equivalent) on shared peripheral switches are implemented as per AC/322-D(2007)0047 "INFOSEC Technical and Implementation Supporting Document on the Use of Shared Peripheral Switches".

SRS-54 KVM Switch shall not contain any non-volatile memory.

SRS-55 KVM Switch switching sources shall be manually operated, and not through "hot keys" via keyboard to switch, toggle, or otherwise affect the switching between CIS.

SRS-56 KVM Switch automatic switching between sources shall not be allowed.

SRS-57 Critical integrity requirements for KVM peripheral switches shall be met by anti-tamper seals

SRS-58 Depending on the target domain the KVM Switch is to be used, the KVM shall meet SDIP-27 Level B requirements as per the Scheduled of Supplies and Services (SSS).

2.4.6 Laptop Docking Station (Peripheral Hub)

SRS-59 Each Laptop shall be delivered with a docking station meeting or exceed the following interfaces / specification in Table:

Attribute	Requirements
Expansion / Connectivity Interfaces	<ul style="list-style-type: none"> • Display Ports: DisplayPort 1.4, HDMI 2.0; • Supported Display number: 2; • Max Resolution supported: 5120 x 2880 @ 60Hz; • USB Ports: 3x USB 3.2 ; 2x USB-A 3.2 Gen1, 2x USB-C 3.2 Gen2; • Audio/Headphone: 3.5 mm Combo - (1), 3.5 mm Speaker Out (1); • Docking Cable Type: DisplayPort over USB Type-C.

Table 10.Laptop Docking station specification.

SRS-60 The Laptop docking station shall not contain any non-volatile memory.

SRS-61 Depending on the target domain the docking station is to be used, the docking station shall meet SDIP-27 Level B requirements as per the Scheduled of Supplies and Services (SSS).

2.5 Uninterruptible Power Supply (UPS) Backup

SRS-62 Uninterruptible Power Supply (UPS) shall provide protection against data loss and CIS components damage due to power failures, voltage dips, voltage spikes, under voltage, overvoltage, switching spikes, interference voltages, frequency changes and harmonic distortion.

Attributes	Minimum Requirements
Power input & output specification for Battery Backup & Surge Protector	<ul style="list-style-type: none"> • Output power capacity: 520 Watts / 850VA • Output Connections: <ul style="list-style-type: none"> ○ (2) French/Belgian (Surge Protection) ○ (6) French/Belgian (Battery Backup) • Nominal Output Voltage: 230V • Nominal Input Voltage: 230V • Input Connections: French/Belgian • Cord Length: 1.8meters • Maximum Input Current: 6.0A

Table 11.UPS equipment specification

[35] The purpose of the *surge only* outlets is to protect secondary electronics from surges and spikes without reducing battery power used to run primary electronics during an outage.

[36] The battery and surge protected outlets is to back-up and protect the CIS hardware and data during power outages, surges and spikes.

SRS-63 UPS shall be compliant with the following:

- 1) IEC 62040-1:2017/COR1:2019 Corrigendum 1 - Uninterruptible power systems (UPS) - Part 1: Safety requirements;
- 2) IEC 62040-2:2016 Uninterruptible power systems (UPS) - Part 2: Electromagnetic compatibility (EMC) requirements;
- 3) IEC 62040-3:2011 Uninterruptible power systems (UPS) - Part 3: Method of specifying the performance and test requirements;
- 4) IEC 62040-4:2013 Uninterruptible power systems (UPS) - Part 4: Environmental aspects - Requirements and reporting

SRS-64 UPS batteries shall be capable of operating safely in a low ventilation environment.

SRS-65 Minimum operating life-time of UPS batteries shall be FIVE (05) years.

SRS-66 UPS batteries shall be provided with Material Safety Data Sheet (MSDS) as required by International Civil Aviation Organization (ICAO), and International Air Transportation Association (IATA) for air transportation of dangerous goods.

2.6 Laptop Carrying Case (Bag)

[37] The use of lightweight, modern durable water resistant fabric is recommended in the construction of the Laptop carrying case. Nylon is the recommended material.

[38] It is recommended that the design and construction of the Laptop case offer protection up to IP44.

SRS-67 The Laptop carrying case design shall take a compact briefcase form.

SRS-68 The maximum empty weight of the Laptop carrying case shall not exceed 1KG, including the carrying shoulder strap.

SRS-69 The main compartment of the Laptop case shall be lockable or provide such mechanism to facilitate locking.

SRS-70 The Laptop carrying case shall come designed with a padded carrying handles and a detachable shoulder carrying strap.

SRS-71 The Contractor shall ensure the Laptop carrying case offers sufficient pouch space to accommodate the power pack including the power cable for the selected Laptop.

SRS-72 The Laptop carrying case shall fit up to 15.6 inch display (diagonal) laptops. Consideration for Laptop bezel size shall be at Contractors discretion.

SRS-73 The carrying bag shall provide at least x1 (ONE) dedicate Laptop sleeve for storage with protective impact cushioning.

2.7 Transport Case for Laptop and Accessories Stowing.

- [39] Transport Case is the term used to denote those cases carrying equipment not fixed in a rack chassis enclosure. Transport Cases contains padding or shock-absorbing material which may be fitted in the case in the form of shaped foam to provide protection for components or user appliances. Transport cases is used to store and transport equipment or (devices) such as a Laptop or Laptop accessories etc.
- [40] The Transport Case is intended to provide watertight, dustproof and crushproof protection for Computers, Monitors and Accessories in storage or transit.
- [41] It is recommended that the construction material of the Transport Case is made of aluminium.
- SRS-74 When the Transport cases is packed for transportation, it shall be capable of being transported via road, rail, sea, and air transport.
- SRS-75 The Transport Case shall meet the following weight and physical dimensions requirements in Table 12. The specification describes the internal dimensions (excluding the padding).

Case Type	Maximum Width x Height x Depth	Weight (Kg)
Hand-carry	800x600x610MM	10

Table 12. Transport case weight and internal dimension specification

- SRS-76 For Road transport, the Transport Cases shall be able to withstand transportation on all roads types (motorway, unpaved road and country road) without sustaining any damage (for example due to shock or vibrations).
- SRS-77 For Rail transport, the Transport Cases shall be capable of withstanding, without damage, the shocks and vibrations normally induced by rail transport.
- SRS-78 For Air transport, The Transport Cases shall be capable of being loaded into, secured by fasteners and transported by military transport aircraft.
- SRS-79 Transport Cases shall be capable of being secured to anchor points to prevent theft and movement during transportation.
- SRS-80 When the Transport Cases are fully loaded, it shall allow stacking, one on top of each other with no damage to loaded equipment and the cases itself.
- SRS-81 Cases shall be protected against ingress of particles and liquids at IP65 or higher.

Appendix A Applicable Documents

1. [2011/65/EU] RoHS-2 Directive of the European Parliament and of the Council on the restriction of the use of certain hazardous substances in electrical and electronic equipment, 8 June 2011.
2. [2015/863/EU] RoHS-2 amendment - Commission Delegated Directive (EU) 2015/863 of 31 March 2015 amending Annex II to Directive 2011/65/EU of the European Parliament and of the Council as regards the list of restricted substances.
3. [IEC 62040-1:2017/COR1:2019] Corrigendum 1 - Uninterruptible power systems (UPS) - Part 1: Safety requirements.
4. [IEC 62040-2:2016] Uninterruptible power systems (UPS) - Part 2: Electromagnetic compatibility (EMC) requirements.
5. [IEC 62040-3:2011] Uninterruptible power systems (UPS) - Part 3: Method of specifying the performance and test requirements.
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Appendix B List of Acronyms

Acronym	Description
API	Application Programming Interface.
BIOS	Basic Input Output Setup
CIS	Communications and Information System
COTS	Commercial Off The Shelf
DCEP	Deployable Communications and Information Equipment Pool
DCIS	Deployable Communications and Information System
dpi	dots per inch
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EPM	Electronic Protection Measures
EMSEC	Emission Security
EU	European Union
EUD	End-User Device
FDE	Full Disk Encryption
GPT	GUID Partition Table
HDD	Hard Disk Drive
HDBK	Handbook
HDMI	High-Definition Multimedia Interface (HDMI)
HMA	Hybrid Multi Application
IEEE	Institute of Electrical and Electronics Engineers
IEC	International Electro technical Commission
IFB	Invitation For Bid
INFOSEC	Information Security
ISO	International Organization for Standardization
KVM	Keyboard Video and Mouse
NATO	North Atlantic Treaty Organization
NIAPC	NATO Information Assurance Product Catalogue
NMI	NATO Mission Iraq
SRS	System Requirements Specification
PFE	Purchaser Furnished Equipment

Acronym	Description
RoHS	Restriction of Hazardous Substances Directive
SECAN	Systems Security and Evaluation Agency
SDIP	SECAN Doctrine and Information Publication
SoW	Statement of Work
SSS	Schedule of Supplies and Services
SRS	System Requirements Specification
STANAG	Standardization Agreement
TPM	Trusted Platform Module
UEFI	Universal Extensible Firmware Interface
UPS	Uninterruptible Power Supply