

**Acquisition**

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NCIA/ACQ/2019/12821

06 November 2019

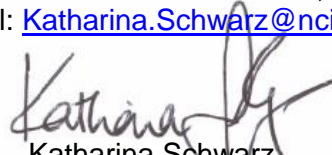
To: See Distribution List

From: The Director of Acquisition, NCI Agency

Subject: **REQUEST FOR QUOTATION RFQ-CO-15115-ACCS  
Provision of Hardware and Associated Support**

1. Your firm is hereby invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, to participate in a BOA competition for the provision of subject equipment.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 17h30 (CENTRAL EUROPEAN TIME, UTC+1) ON 20 NOVEMBER 2019.**
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services, the Terms and Conditions of the Contract, as well as the Statement of Work. The Statement of Work sets forth detailed specifications governing the performance requirements of the contract.
4. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
5. You are requested to complete and return the enclosed acknowledgement of receipt via e-mail within 7 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate e-mail.
6. This Request for Quotation remains the property of the NATO Communication and Information Agency (NCI Agency) and shall be protected in accordance with the applicable national security regulations.
7. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The NCI Agency Point of Contact for this procurement is Katharina Schwarz, who can be contacted on tel. number +32 2 707 8591 or by e-mail: [Katharina.Schwarz@ncia.nato.int](mailto:Katharina.Schwarz@ncia.nato.int).

FOR THE DIRECTOR OF ACQUISITION a.l.:



Katharina Schwarz  
Senior Contracting Officer

**RFQ-CO-15115-ACCS**

Date:.....

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

We hereby advise that we have received Request for Quotation RFQ-CO-15115-ACCS 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 are in receipt of the RFQ and are considering our response.
- We **do not intend** to submit a bid.

Signature .....

Company .....

Address: .....

POC: .....

Tel.: .....

Fax: .....

E-mail: .....

**Distribution List****Prospective Bidders List****NATO Delegations (Attn: Representative to the Budget Committee)**

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

**NATO HQ****NATO Office of Resources**

Capability Implementation Branch

*Attn: Deputy Branch Chief*

**SACTREPEUR**

Attn: Investment Assistant

**NCI Agency – Internal Distribution**

**Director of Acquisition a.I.** (Simona Rocchi)

**DACQ Secretary** (Leonora Alushani)

**ACQ/Chief of Contracts a.I.** (Phil Chulick)

**CAB/RCAB Secretary** (Dorina Cani)

**ACQ/Principal Contracting Officer** (Bill Maley)

**ACQ/Senior Contracting Officer** (Katharina Schwarz)  
**ACQ/ILS** (Derya Adiyani)

**AirC2 TtO BATS and ISS Deputy Executive** (Cyril Leroy)  
**AirC2 Project Manager** (Karim Hamcha)

**Finance**

**Legal Advisor**

**REGISTRY**

**NATEXs**  
All NATEXs

**RFQ-CO-15115-ACCS**

**BOOK I**

**BIDDING INSTRUCTIONS**

**Provision of  
Hardware and Associated Support**



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**RFQ-CO-15115-ACCS**  
**BOOK I**  
**BIDDING INSTRUCTIONS**

**Provision of**  
**Hardware and Associated Support**

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## 1. SECTION I - INTRODUCTION

- 1.1 The purpose of this RFQ is to establish a contract for the provision of Oracle and HP Servers, Quantum and HP Tape Media Libraries, Dell Rugged Laptops, Cisco Switches, Storage Devices, and Docking Stations for Hard Drives, for delivery to three (3) NCI Agency locations, in accordance with the Schedule of Supplies and Services (SSS).
- 1.2 The performance requirements are set forth in the prospective contract Statement of Work (Book II Section IV) and in the Contract Schedule of Supplies and Services (Book II Section I).
- 1.3 This Request for Quotation is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreement set forth in the NATO document AC/4-D(2019)0004 (INV). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations to the project as per paragraph 2.1.6 of Section II of the Bidding Instructions and that have established a Basic Ordering Agreement (BOA) with the NCI Agency in force at the time of the issuance of this Request for Quotation.
- 1.4 The security of this Invitation for Bid is "NATO UNCLASSIFIED".
- 1.5 This Request for Quotation will not be the subject of a public bid opening.
- 1.6 Award of the prospective Contract pursuant to this RFQ will be made to the firm that has offered the lowest evaluated price and has been determined to be technically compliant with the requirements of the RFQ in accordance with the evaluation criteria. The Bid evaluation criteria and the detailed evaluation procedure are described in Section IV of these Bidding Instructions
- 1.7 Award of the resulting Contract will be made on a firm fixed price basis.
- 1.8 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.9 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".
- 1.10 The target date for contract award is December 2019.

## **2. SECTION II - GENERAL BIDDING INFORMATION**

### **2.1 DEFINITIONS**

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

### **2.2 ELIGIBILITY**

- 2.2.1 Only firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors,

sub-Contractors and manufacturers, at any tier, must be from participating countries.

- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

### 2.3 BID PREPARATION AND RECEIPT

- 2.3.1 The complete Bid shall be e-mailed, as specified in Paragraph 3.1.5, to the following address only: [RFQ-CO-15115-ACCS.Bids@ncia.nato.int](mailto:RFQ-CO-15115-ACCS.Bids@ncia.nato.int).
- 2.3.2 Any communication regarding this RFQ other than bid delivery, shall be addressed to the attention of Katharina Schwarz, Senior Contracting Officer, at [Katharina.Schwarz@ncia.nato.int](mailto:Katharina.Schwarz@ncia.nato.int) or tel. +32 2 707 8591.

### 2.4 BID PACKAGING AND MARKING

- 2.4.1 The complete Bid shall consist of three (3) separate e-mails, as follows.
- 2.4.2 The e-mail Content:
  - a. Administrative Package: 1 scanned PDF copy with physical (i.e. non-digital) signatures, not larger than 10MB total. This pdf copy shall **not** be encrypted or password protected.
  - b. Price Proposal Package: 1 **ZIP file**, containing the completed Bidding Sheets in Excel and one PDF copy, not larger than 10MB total.
  - c. Technical Proposal Package: 1 **ZIP file**, not larger than 10MB total. For large Technical Proposals, multiple e-mails may be required to submit the entire package.
- 2.4.3 The Bid package subject lines shall read the following:  
  
RFQ-CO-15115-ACCS – Official Bid for [Company Name], [Package Designation, i.e. Administrative Package]

## 2.5 BID CLOSING DATE

- 2.5.1 All Bids shall be in the possession of the Purchaser at the e-mail address given above in paragraph 2.3.1 **before 17h30 Central European Time (CET) UTC+1 on 20 November 2019**, at which time and date bidding shall be closed.
- 2.5.2 Bids that are delivered to the Purchaser after the exact time and date set forth for Bid Closing are "Late Bids" and shall not be considered for award.
- 2.5.3 It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid Closing time and date. If a Bid 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 Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- a. Of the content of the bid as originally submitted; and,
  - b. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

## 2.6 EXTENSION OF THE BID CLOSING DATE

- 2.6.1 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 2.13 below and shall arrive not later than seven (7) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.
- 2.6.2 Bidders are requested to note that due to the timelines of this RFQ, the Purchaser does not encourage requests for extension of the bid closing date.

## 2.7 BID VALIDITY

- 2.7.1 Bidders shall be bound by the term of their bids for a period of 6 months starting from the Bid Closing Date specified at paragraph 2.5.1 above.
- 2.7.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

- 2.7.3 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.
- 2.7.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- a. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
  - b. refuse this extension of time and withdraw the bid without penalty.
- 2.7.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

## **2.8 BID GUARANTEE**

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

## **2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

## **2.10 REQUESTS FOR RFQ CLARIFICATIONS**

- 2.10.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.10.2 All questions and requests for clarification shall be submitted in writing by e-mail. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.13 below and shall arrive not later than seven (7) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.
- 2.10.3 The Purchaser advises Bidders 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.
- 2.10.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.10.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendments to the language of the RFQ included in the answers shall be incorporated by the Bidder in his offer.

## **2.11 REQUESTS FOR WAIVERS AND DEVIATIONS**

- 2.11.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.11.2 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.

## 2.12 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.12.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph 2.10 above or may be an independent action on the part of the Purchaser.
- 2.12.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

## 2.13 PURCHASER POINT OF CONTACT

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

NCI Agency  
ACQ  
Boulevard Leopold III  
Brussels B-1110  
Belgium

Attention: Katharina Schwarz  
Tel: +32 2 707 8591  
E-mail: [Katharina.Schwarz@ncia.nato.int](mailto:Katharina.Schwarz@ncia.nato.int)

## 2.14 CANCELLATION OF REQUEST FOR QUOTATIONS

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

**2.15 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 e-mail addressing information and notify the Purchaser at the earliest practicable date should any changes occur.



### **3. SECTION III - BID PREPARATION INSTRUCTIONS**

#### **3.1 GENERAL**

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid that comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, may be declared non-compliant.
- 3.1.3 The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements.
- 3.1.4 Bidders shall prepare their Bid, in three (3) parts, labelled as follows:
- 3.1.5 The Administrative Envelope: The Administrative Envelope shall contain 1 scanned PDF copy of signed originals of the Required Certifications.
- 3.1.6 The Price Quotation: The Price Quotation shall contain 1 ZIP file containing 1 electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets and 1 PDF copy of the completed Bidding Sheets.
- 3.1.7 The Technical Proposal: The Technical Proposal shall contain 1 ZIP file containing the Technical Proposal in PDF. All documents and drawings contained in the Technical Proposal shall be readable and searchable.
- 3.1.8 Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.9 Bidders are requested to note the size limitation of 10MB per e-mail. For large proposals, Bidders may have to submit their proposals through multiple e-mails and shall clearly indicate the correct order in the e-mail subject line.
- 3.1.10 Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Technical Proposal in whole or in part in the resulting Contract.

#### **3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART I)**

- 3.2.1 In this Envelope the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:

- a. B-1 Certificate of Legal Name of Bidder
- b. B-2 Certificate of Independent Determination
- c. B-3 Certificate of Bid Validity
- d. B-4 Certificate of Understanding
- e. B-5 Certificate of Exclusion of Taxes, Duties and Charges
- f. B-6 Acknowledgement of Receipt of Amendments to the RFQ (if applicable)
- g. B-7 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- h. B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- i. B-9 Comprehension and Acceptance of Special Contract Provisions and general BOA Provisions
- j. B-10 List of Prospective Sub-Contractors/Consortium Members
- k. B-11 Disclosure of Involvement of Former NCI Agency Employment

3.2.2 In summary, the Administrative Envelope shall include solely the following documentation:

- a. All certifications in Annex B (Para 3.2.1.)
- b. List of Sub-Contractors (Para 3.2.2)

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

3.3.1 This envelope must contain the completed Annex A contained in the electronic file "2\_RFQ-CO-15115-ACCS\_Book II-Part I-Bidding Sheets.xls" submitted as part of this RFQ with all yellow highlighted areas filled in.

3.3.2 Bidders shall prepare their Price Quotation by completing the yellow highlighted section of the Bidding Sheets referred in paragraph 3.3.1 above, in accordance with the instructions specified in Annex A-2.

3.3.3 The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each line item and sub-item shall be shown.

- 3.3.4 The prices provided shall be the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.3.5 Bidders shall furnish Firm Fixed Prices for all required items including all options in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.
- 3.3.6 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets that are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant.
- 3.3.7 Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.3.8 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- a. the currency is of a "participating country" in the project, and
  - b. the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value shall be listed on a separate sheet and included with the Price Quotation.
- 3.3.9 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.3.10 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 3.3.11 Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the

Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

- 3.3.12 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 2010 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
- 3.3.13 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced 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.
- 3.3.14 When completing the Bidding Sheets, a price for each specified element needs to be supplied on each CLIN, including on the Option CLIN's. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.15 The Bidder shall furnish firm fixed price quotations, for all proposed items including all options provided for in this RFQ, with any and all appropriate additions. Bidders shall as a minimum, quote against the appropriate CLIN in the quantity specified but may also include prices against sub-CLIN's for further breakdown as applicable with the designated quantity.
- 3.3.16 The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially).
- 3.3.17 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges that are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

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

General:

- 3.4.1 Bidders shall submit their Technical Proposal in one volume containing the equipment's technical specification sheets in compliance with the technical specification addressed in the Statement of Work.
- 3.4.2 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.
- 3.4.3 The Bidder shall provide details of the warranty provision.
- 3.4.4 The Contractor shall provide the manufacturer's warranty for all material provided under this Contract.
- 3.4.5 All servers and storage devices (hard drives) shall have Device Retention.

## 4. SECTION IV - BID EVALUATION

### 4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the requirements contained in this RFQ.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information that is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the work that will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests 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, the Price Proposal of each Bidder is evaluated, and subsequently only the Technical Proposals of the apparent lowest priced bid is evaluated for technical compliance with the requirements of the Statement of Work.

- 4.1.8 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 submitted and marked properly,
- (c) The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto.

- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser. Bidders whose bids were assessed as administratively non-compliant will be notified only if their proposal is evaluated as the lowest priced bid.

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

## 4.3 PRICE CRITERIA

- 4.3.1 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:

- a. Completeness and formal compliance of the Price Proposal with all RFQ provisions and Bidding Instructions.
- b. Total Firm Fixed Price offered for the requested CLIN's in the Bidding Sheets i.e. CLIN's 1 through 6, and Option CLIN O1, though the basic Contract shall consist on CLIN's 1 through 6 only.
- c. The Bid meets the requirement for Price Realism.

- 4.3.2 Determination of Lowest Priced Bid:

In order to determine the lowest offered price, the Purchaser will convert all prices quoted into Euro for purposes of comparison. 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.

#### 4.3.3 Inconsistencies and Discrepancies in Bid Price Quotation

4.3.3.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the Bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:

4.3.3.2 PDF copy of the completed Bidding Sheets

4.3.3.3 Microsoft Excel copy of the completed Bidding Sheets

#### 4.3.4 Basis of Price Comparison

The sum of the Total Firm Fixed Prices offered (CLIN's 1 through 6, including Option CLIN O1) shall be compared on the basis of the prices offered converted to Euro as stated in paragraph 4.3.2 above.

The Bid will be evaluated against the following criteria:

- a. The Bidder must have furnished firm fixed prices for all items listed, including all options.
- b. All pricing data, i.e., quantities, unit prices, shall be provided as reflected in the Biding Sheet.
- c. Bid prices include all costs for items supplied, delivered, and supported.
- d. The Bidder must have provided accurate unit prices of each of the sub-items(s) he has added (if any).
- e. The currency of all line items is to be clearly indicated.
- f. The bidder must have provided accurate unit price and total price for each line item under CLIN's 1 through 6, including Option CLIN O1.
- g. The grand total shall be accurate.
- h. Bidders shall quote in their own national currency or in EUR, the host nation currency, or they may submit bids in multiple currencies only in accordance with paragraph 3.3.9 above.
- i. All prices shall be accurately entered into appropriate columns, and accurately totalled.



- j. Bidders must have indicated that in accordance with the treaties governing the terms of business with NATO, exclude from their prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- k. Price quotes for each individual item, and totalled prices are accurate and realistic, based on historic data, and/or market and competitive trends in the specified industrial sectors.

A bid that fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

#### **4.4 PRICE REALISM**

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

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

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

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such

an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

- c. The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

- 4.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.4.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.5.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.5.3(c) above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.
- 4.4.6 If the Bidder presents a convincing rationale pursuant to paragraph 4.5.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

## **4.5 TECHNICAL CRITERIA**

- 4.5.1 Upon determination of the lowest-priced Bid as described above, the Purchaser will only evaluate the technical proposal of the apparent lowest priced bid in order to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.
- 4.5.2 Equipment Specifications:

- 4.5.2.1 The Bid provides a specifications sheet for each item of COTS equipment it proposes to provide against the technical requirements stated in the SOW.
- 4.5.2.2 The specification sheet provided for each hardware item, including those identified in all options, demonstrates that the proposed item meets or exceeds the minimum requirements stated in the SOW. All proposed items, including those identified in all options, shall meet or exceed these requirements.
- 4.5.2.3 Bidder's technical proposal shall cover all the requirements of the Contract (including all options).

**5. ANNEX A – BIDDING SHEETS**

**5.1 A – 1 BIDDING SHEETS**

(see separate Excel file, “2\_RFQ-CO-15115-ACCS\_Book II-Part I-Bidding Sheets”)

**5.2 A – 2 INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS**

1. Bidders are required to insert price and other information (as applicable) in all cells marked in YELLOW in the Bidding Sheets.
2. Bidders must complete and submit the Bidding Sheets with their Price per CLIN, including all Option CLIN's. The Bidder shall not exceed the Required Delivery Time.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract and the price of all options.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
7. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. Bidders shall not introduce any changes or deviations to the Bidding Sheets as Published by the Purchaser, unless otherwise specified.

## **6. ANNEX B - CERTIFICATES**

**6.1 ANNEX B-1**

**CERTIFICATE OF LEGAL NAME OF BIDDER**

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

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_

SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

ALTERNATIVE POINT OF CONTACT:

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

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

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

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

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
TITLE



**6.2 ANNEX B-2**

**CERTIFICATE OF INDEPENDENT DETERMINATION**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**6.3      ANNEX B-3**

**CERTIFICATE OF BID VALIDITY**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

6.4 **ANNEX B-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

**6.5 ANNEX B-5**

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**6.6**      **ANNEX B-6**

**ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to Request for Quotation No RFQ-CO-15115-ACCS have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**6.7      ANNEX B-7**

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

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

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

2. These supplemental agreements are listed as follows:

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

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

6.8 **ANNEX B-8**

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

**6.9      ANNEX B-9**

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**6.10 ANNEX B-10**

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

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

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

.....

.....

.....

.

.....

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**6.11 ANNEX B-11**

**DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT**

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

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

The Bidder 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 Bidder 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: .....

Name & Title: .....

Company: .....

Bid Reference: .....

**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.

Book II - Part I - Schedule of Supplies and Services

BASIC CONTRACT - CLIN's 1-6									
CLIN	DESCRIPTION	SOW Reference	Delivery Date (After Receipt of Order)	Delivery Location	Quantity	Unit Price	Total Price	Currency	Remarks (if applicable)
<b>1 LOT A - Servers</b>									
1.1	Oracle SPARC Server with configuration 1	A.1					0.00		
	Hardware equipment and operating system for configuration 1	A.1.1	EDC + 6 weeks	NCI Agency The Hague (NL)	1		0.00		
	Oracle Premier Support for Systems for 1 year with data and device retention - CSI reference A	A.1.2			1		0.00		
1.2	Oracle SPARC Server with configuration 2	A.2					0.00		
	Hardware equipment and operating system for configuration 2	A.2.1	EDC + 6 weeks	NCI Agency The Hague (NL)	1		0.00		
	Oracle Premier Support for Systems for 1 year with data and device retention - CSI reference A	A.2.2			1		0.00		
1.3	Oracle SPARC Server with configuration 3	A.3					0.00		
	Hardware equipment and operating system for configuration 3	A.3.1	EDC + 4 weeks	NCI Agency The Hague (NL)	9		0.00		
	Oracle Premier Support for Systems for 1 year with data and device retention - To be included with CSI 18751703	A.3.2			9		0.00		
1.4	Oracle METRA SPARC Server with configuration 4	A.4					0.00		
	Hardware equipment and operating system for configuration 4	A.4.1	EDC + 6 weeks	NCI Agency The Hague (NL)	2		0.00		
	Oracle Premier Support for Systems for 1 year with data and device retention - CSI reference A	A.4.2			2		0.00		
1.5	HPE ProLiant DL360 Gen10	A.5.1	EDC + 4 weeks	NCI Agency The Hague (NL)	1		0.00		
							<b>Total CLIN 1 / LOT A Firm Fixed Price</b>	<b>0.00</b>	
<b>2 LOT B - Tape libraries</b>									
2.1	Quantum tape libraries	B.1					0.00		
	Hardware equipment for the library, including 1 year support	B.1.1	EDC + 4 weeks	NCI Agency The Hague (NL)	2		0.00		
	Tape media	B.1.2			100		0.00		
	Cleaning media	B.1.3			10		0.00		
	Additional network card	B.1.4			1		0.00		
	Cable	B.1.5			30		0.00		
2.2	HPE tape library	B.2					0.00		
	Hardware equipment for the library, including 1 year support for hardware and software	B.2.1	EDC + 4 weeks	NCI Agency The Hague (NL)	1		0.00		
	Tape media	B.2.2			2		0.00		
	Bar code labels	B.2.3			1		0.00		
	Cleaning media	B.2.4			1		0.00		
							<b>Total CLIN 2 / LOT B Firm Fixed Price</b>	<b>0.00</b>	
<b>3 LOT C - Dell rugged laptop</b>									
3.1	Dell rugged laptop with configuration 1	C.1	EDC + 6 weeks	NCI Agency The Hague (NL)	1		0.00		
3.2	Dell rugged laptop with configuration 2	C.2	EDC + 6 weeks	NCI Agency The Hague (NL)	2		0.00		
							<b>Total CLIN 3 / LOT C Firm Fixed Price</b>	<b>0.00</b>	
<b>4 LOT D - Cisco switches</b>									
4.1	Cisco C9300	D.1					0.00		
	Hardware equipment for the C9300	D.1.1	EDC + 6 weeks	NCI Agency The Hague (NL)	1		0.00		
	Licenses for the C9300	D.1.2			1		0.00		
	Support for the C9300	D.1.3			1		0.00		
4.2	Cisco Nexus 5672UP	D.2					0.00		
	Hardware equipment for the Nexus 5672UP	D.2.1	EDC + 6 weeks	NCI Agency The Hague (NL)	1		0.00		
	Licenses for the Nexus 5672UP	D.2.2			1		0.00		
	QSFP	D.2.3			12		0.00		
	SFP 10G	D.2.4			40		0.00		
	SFP 16G FC	D.2.5			30		0.00		
	SFP BGF 10G	D.2.6			10		0.00		
	Power cord C14-C15	D.2.7			8		0.00		
	Power cord C13-C14	D.2.8			4		0.00		
	Active optical cable 3m	D.2.9			2		0.00		
	Active optical cable 7m	D.2.10			2		0.00		
	Support for the Nexus 5672UP	D.2.11			1		0.00		
4.3	Cisco C9200	D.3					0.00		
	Hardware equipment for the C9200	D.3.1	EDC + 4 weeks	NCI Agency Brunssum (NL)	38		0.00		
	Licenses for the C9200	D.3.2			38		0.00		
	SFP 1000 base SX	D.3.3			192		0.00		
	Support for C9200	D.3.4			38		0.00		
4.4	Cisco C9200	D.3					0.00		
	Hardware equipment for the C9200	D.3.1	EDC + 4 weeks	NCI Agency Mons (BE)	2		0.00		
	Licenses for the C9200	D.3.2			2		0.00		
	SFP 1000 base SX	D.3.3			8		0.00		
	Support for C9200	D.3.4			2		0.00		
4.5	Cisco C9300L	D.4					0.00		
	Hardware equipment for the C9300L	D.4.1	EDC + 4 weeks	NCI Agency Brunssum (NL)	1		0.00		
	Licenses for the C9300L	D.4.2			1		0.00		
	SFP 10 G SR	D.4.3			4		0.00		
	Support for C9300L	D.4.4			1		0.00		
4.6	Cisco C9300L	D.4					0.00		
	Hardware equipment for the C9300L	D.4.1	EDC + 4 weeks	NCI Agency Mons (BE)	2		0.00		
	Licenses for the C9300L	D.4.2			2		0.00		
	SFP 10 G SR	D.4.3			8		0.00		
	Support for C9300L	D.4.4			2		0.00		
							<b>Total CLIN 4 / LOT D Firm Fixed Price</b>	<b>0.00</b>	
<b>5 LOT E - Storage devices</b>									
5.1	6G SATA Read Intensive LFF 3.5 inch	E.1.1	EDC + 4 weeks	NCI Agency The Hague (NL)	6		0.00		
5.2	SSD SATA 2.5 inch	E.1.1	EDC + 4 weeks	NCI Agency The Hague (NL)	5		0.00		
5.3	SAS-3 drives 2.5 inch	E.2					0.00		
	Hardware for the SAS-3 drives 2.5 inch	E.3.1	EDC + 6 weeks	NCI Agency The Hague (NL)	10		0.00		
	Oracle Premier Support for Systems for 1 year with data and device retention - To be included with CSI 18751703	E.3.2			10		0.00		
							<b>Total CLIN 5 / LOT E Firm Fixed Price</b>	<b>0.00</b>	
<b>6 LOT F - Hard drive docking stations</b>									
6.1	SATA internal docking station for HDD	F.1.1	EDC + 4 weeks	NCI Agency The Hague (NL)	12		0.00		
6.2	USB docking station for HDD	F.2.1	EDC + 4 weeks	NCI Agency The Hague (NL)	4		0.00		
							<b>Total CLIN 6 / LOT F Firm Fixed Price</b>	<b>0.00</b>	
<b>GRAND TOTAL FIRM FIXED PRICE (CLIN's 1 through 6 )</b>								<b>0.00</b>	
<b>CONTRACT OPTIONS</b>									
O1	HPE tape library	B.2					0.00		
	Hardware equipment for the library, including 1 year support for hardware and software	B.2.1	EDC + 4 weeks	NCI Agency The Hague	3		0.00		
	Tape media	B.2.2			6		0.00		
	Bar code labels	B.2.3			3		0.00		
	Cleaning media	B.2.4			3		0.00		
							<b>GRAND TOTAL FIRM FIXED PRICE (OPTION CLIN O1)</b>	<b>0.00</b>	
<b>GRAND TOTAL FIRM FIXED PRICE (all CLIN's, including O1)</b>								<b>0.00</b>	

**RFQ-CO-15115-ACCS**

**BOOK II**

**THE PROSPECTIVE CONTRACT**

**Provision of  
Hardware and Associated Support**



BOOK II  
INDEX OF CLAUSES

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<b>NCI AGENCY CONTRACT</b>	
<b>1. Original Number __ of</b>	<b>2. Accounting Data:</b>
<b>3. Contract Number:</b> CO-15115-ACCS	<b>4. Effective date:</b>
<b>5. Contractor:</b>	<b>6. Purchaser: NCI O represented by:</b> The General Manager NCI Agency Avenue du Bourget 140 B-1110 Bruxelles Tel: +32(0)2 707 8591 Fax: +32(0)2 707 8770
<b>7. CONTRACT SCOPE:</b> This is a firm fixed price contract for the procurement of Servers and associated support for systems, Tape libraries, Dell rugged laptops, Cisco switches, Storage devices, and Docking stations for hard drives, with exact technical specifications and configurations as per the Schedule of Supplies and Services and the Statement of Work. The contractor shall deliver the equipment to three (3) NCI Agency locations, in accordance with the Schedule of Supplies and Services (SSS).	
<b>8. TOTAL AMOUNT OF CONTRACT:</b> DDP Destination (Incoterms) FFP	
<b>9. PERIOD OF PERFORMANCE</b> In accordance with the SSS.	<b>10. LOCATION OF WORK</b> In accordance with the SSS
<b>11. CONTRACT</b> The Contractor agrees to furnish all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration states herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Contractor's Basic Ordering Agreement No. _____ currently in effect with the Purchaser, and Special Contract Conditions attached to this Purchase Order.	
<b>12. Signature of Contractor</b>	<b>13. Signature of Purchaser</b>
<b>14. Name and Title of Signer</b>	<b>15. Name and Title of Signer</b>
<b>16. Date signed by the Contractor</b>	<b>17. Date signed by the Purchaser</b>

**PART I – SCHEDULE OF SUPPLIES AND SERVICES (TO BE COMPLETED AT CONTRACT AWARD)**

BASIC CONTRACT - CLIN's 1-6									
CLIN	DESCRIPTION	SOW Reference	Delivery Date (After Receipt of Order)	Delivery Location	Quantity	Unit Price	Total Price	Currency	Remarks (if applicable)
<b>1</b>	<b>LOT A - Servers</b>								
1.1	Oracle SPARC Server with configuration 1	A.1	EDC + 6 weeks	NCI Agency The Hague (NL)			0.00		
1.1.1	Hardware equipment and operating system for configuration 1	A.1.1			1		0.00		
1.1.2	Oracle Premier Support for Systems for 1 year with data and device retention - CSI reference A	A.1.2			1		0.00		
1.2	Oracle SPARC Server with configuration 2	A.2	EDC + 6 weeks	NCI Agency The Hague (NL)			0.00		
1.2.1	Hardware equipment and operating system for configuration 2	A.2.1			1		0.00		
1.2.2	Oracle Premier Support for Systems for 1 year with data and device retention - CSI reference A	A.2.2			1		0.00		
1.3	Oracle SPARC Server with configuration 3	A.3	EDC + 4 weeks	NCI Agency The Hague (NL)			0.00		
1.3.1	Hardware equipment and operating system for configuration 3	A.3.1			9		0.00		
1.3.2	Oracle Premier Support for Systems for 1 year with data and device retention - To be included with CSI 18751703	A.3.2			9		0.00		
1.4	Oracle NETRA SPARC Server with configuration 4	A.4	EDC + 6 weeks	NCI Agency The Hague (NL)			0.00		
1.4.1	Hardware equipment and operating system for configuration 4	A.4.1			2		0.00		
1.4.2	Oracle Premier Support for Systems for 1 year with data and device retention - CSI reference A	A.4.2			2		0.00		
1.5	HPE ProLiant DL360 Gen10	A.5.1	EDC + 4 weeks	NCI Agency The Hague (NL)	1		0.00		
<b>Total CLIN 1 / LOT A Firm Fixed Price</b>							<b>0.00</b>		
<b>2</b>	<b>LOT B - Tape libraries</b>								
2.1	Quantum tape libraries	B.1	EDC + 4 weeks	NCI Agency The Hague (NL)			0.00		
2.1.1	Hardware equipment for the library, including 1 year support	B.1.1			2		0.00		

2.1.2	Tape media	B.1.2			100		0.00	
2.1.3	Cleaning media	B.1.3			10		0.00	
2.1.4	Additional network card	B.1.4			1		0.00	
2.1.5	Cable	B.1.5			30		0.00	
2.2	HPE tape library	B.2	EDC + 4 weeks	NCI Agency The Hague (NL)			0.00	
2.2.1	Hardware equipment for the library, including 1 year support for hardware and software	B.2.1			1		0.00	
2.2.2	Tape media	B.2.2			2		0.00	
2.2.3	Bar code labels	B.2.3			1		0.00	
2.2.4	Cleaning media	B.2.4			1		0.00	
<b>Total CLIN 2 / LOT B Firm Fixed Price</b>							<b>0.00</b>	
<b>3</b>	<b>LOT C - Dell rugged laptops</b>							
3.1	Dell rugged laptop with configuration 1	C.1.1	EDC + 6 weeks	NCI Agency The Hague (NL)	1		0.00	
3.2	Dell rugged laptop with configuration 2	C.2.1	EDC + 6 weeks	NCI Agency The Hague (NL)	2		0.00	
<b>Total CLIN 3 / LOT C Firm Fixed Price</b>							<b>0.00</b>	
<b>4</b>	<b>LOT D - Cisco switches</b>							
4.1	Cisco C9300	D.1	EDC + 6 weeks	NCI Agency The Hague (NL)			0.00	
4.1.1	Hardware equipment for the C9300	D.1.1			1		0.00	
4.1.2	Licences for the C9300	D.1.2			1		0.00	
4.1.3	Support for the C9300	D.1.3			1		0.00	
4.2	Cisco Nexus 5672UP	D.2	EDC + 6 weeks	NCI Agency The Hague (NL)			0.00	
4.2.1	Hardware equipment for the Nexus 5672UP	D.2.1			1		0.00	
4.2.2	Licences for the Nexus 5672UP	D.2.2			1		0.00	
4.2.3	QSFP+	D.2.3			12		0.00	
4.2.4	SFP 10G	D.2.4			40		0.00	
4.2.5	SFP 16G FC	D.2.5			30		0.00	
4.2.6	SFP 8G FC	D.2.6			10		0.00	
4.2.7	Power cord C14-C15	D.2.7	8		0.00			

4.2.8	Power cord C13-C14	D.2.8			4		0.00	
4.2.9	Active optical cable 3m	D.2.9			2		0.00	
4.2.10	Active optical cable 7m	D.2.10			2		0.00	
4.2.11	Support for the Nexus 5672UP	D.2.11			1		0.00	
4.3	Cisco C9200	D.3	EDC + 4weeks	NCI Agency Brunssum (NL)			0.00	
4.3.1	Hardware equipment for the C9200	D.3.1			38		0.00	
4.3.2	Licences for the C9200	D.3.2			38		0.00	
4.3.3	SFP 1000 base SX	D.3.3			152		0.00	
4.3.4	Support for C9200	D.3.4			38		0.00	
4.4	Cisco C9200	D.3	EDC + 4weeks	NCI Agency Mons (BE)			0.00	
4.4.1	Hardware equipment for the C9200	D.3.1			2		0.00	
4.4.2	Licences for the C9200	D.3.2			2		0.00	
4.4.3	SFP 1000 base SX	D.3.3			8		0.00	
4.5.4	Support for C9200	D.3.4			2		0.00	
4.5	Cisco C9300L	D.4	EDC + 4weeks	NCI Agency Brunssum (NL)			0.00	
4.5.1	Hardware equipment for the C9300L	D.4.1			1		0.00	
4.5.2	Licences for the C9300L	D.4.2			1		0.00	
4.5.3	SFP 10 G SR	D.4.3			4		0.00	
4.5.4	Support for C9300L	D.4.4			1		0.00	
4.6	Cisco C9300L	D.4	EDC + 4weeks	NCI Agency Mons (BE)			0.00	
4.6.1	Hardware equipment for the C9300L	D.4.1			2		0.00	
4.6.2	Licences for the C9300L	D.4.2			2		0.00	
4.6.3	SFP 10 G SR	D.4.3			8		0.00	
4.6.4	Support for C9300L	D.4.4			2		0.00	
<b>Total CLIN 4 / LOT D Firm Fixed Price</b>							<b>0.00</b>	
<b>5</b>	<b>LOT E - Storage devices</b>							
5.1	6G SATA Read Intensive LFF 3.5 inch	E.1.1	EDC + 4 weeks	NCI Agency The Hague (NL)	6		0.00	

5.2	SSD SATA 2.5 inch	E.2.1	EDC + 4 weeks	NCI Agency The Hague (NL)	5		0.00		
5.3	SAS-3 drives 2.5 inch	E.3	EDC + 6 weeks	NCI Agency The Hague (NL)			0.00		
5.3.1	Hardware for the SAS-3 drives 2.5 inch	E.3.1			10		0.00		
5.3.2	Oracle Premier Support for Systems for 1 year with data and device retention - To be included with CSI 18751703	E.3.2			10		0.00		
<b>Total CLIN 5 / LOT E Firm Fixed Price</b>							<b>0.00</b>		

<b>6</b>	<b>LOT F - Hard drive docking stations</b>								
6.1	SATA internal docking station for HDD	F.1.1	EDC + 4 weeks	NCI Agency The Hague (NL)	12		0.00		
6.2	USB docking station for HDD	F.2.1	EDC + 4 weeks	NCI Agency The Hague (NL)	4		0.00		
<b>Total CLIN 6 / LOT F Firm Fixed Price</b>							<b>0.00</b>		

<b>GRAND TOTAL FIRM FIXED PRICE (CLIN's 1 through 6)</b>							<b>0.00</b>		
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CONTRACT OPTIONS								
O1	HPE tape library	B.2	EDC + 4 weeks	NCI Agency The Hague (NL)			0.00	
O1.1	Hardware equipment for the library, including 1 year support for hardware and software	B.2.1			3		0.00	
O1.2	Tape media	B.2.2			6		0.00	
O1.3	Bar code labels	B.2.3			3		0.00	
O1.4	Cleaning media	B.2.4			3		0.00	

<b>GRAND TOTAL FIRM FIXED PRICE (OPTION CLIN O1)</b>							<b>0.00</b>		
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<b>GRAND TOTAL FIRM FIXED PRICE (all CLIN's, including O1)</b>							<b>0.00</b>		
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**PART II – CONTRACT SPECIAL PROVISIONS****ARTICLE 1 DEFINITIONS**

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

**ARTICLE 2 ORDER OF PRECEDENCE**

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

**ARTICLE 3 PARTICIPATING COUNTRIES**

- 3.1 Unless prior written authorization of the Purchaser has been obtained, none of the Work, including project design, labor and services, shall be performed other than by firms from and within NATO Participating Countries.

- 3.2 For the purposes of this contract, the term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTHONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

#### **ARTICLE 4 SCOPE OF WORK**

- 4.1 The Contractor shall provide all material, equipment, transportation, supervision and support necessary for the provision of the equipment listed in the Contract Schedule of Supplies and Services in accordance with the specification set in the Statement of Work and with the terms set forth in the present contract.
- 4.2 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 5 FIRM FIXED PRICE**

- 5.1 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.
- 5.2 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.
- 5.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 5.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010).

#### **ARTICLE 6 ADDITIONAL CONTRACT TASKS AND OPTIONS**

- 6.1 CLIN O1 of the Schedule of Supplies and Services contains firm fixed price Contract Options which are available for unilateral exercise by the Purchaser at any time and in any combination within the following period of validity:  
16. 1 CLINs O1 through O4: from EDC until 30 June 2020;
- 6.2 The Purchaser is not obliged to exercise any Contract Option. The Contractor will be notified by the Purchaser in writing as to what Option will be exercised and in what combination.
- 6.3 Any Contract Option will be exercised by written amendment to the Contract.

- 6.4 The Contractor understands that there is no obligation for the Purchaser to exercise any of the optional CLINs.
- 6.5 In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser's Contracting Authority.
- 6.6 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 7 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 7.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 7.2 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.
- 7.3 The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
- b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 7.4 Notwithstanding the "Changes" clause of the BOA or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

## **ARTICLE 8 PLACE AND TERMS OF DELIVERY**

- 8.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2000



to the destination(s) and at such times as set forth in the Schedule of Supplies and Services. The Contractor shall note that the Purchaser is exempt from customs duties and VAT.

## **ARTICLE 9 TITLE AND RISK OF LOSS**

- 9.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon acceptance of each delivered equipment, software and documentation as defined in Part III - Statement of Work.
- 9.2 Notwithstanding 8.1 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure or acceptance, at which time 8.1 above shall apply.
- 9.3 Notwithstanding 8.1 above, the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Contract.

## **ARTICLE 10 CHANGES**

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

## **ARTICLE 11 INVOICES AND PAYMENT**

- 11.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 11.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 11.3 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 11.4 No payment shall be made for additional items delivered that are not specified in the contractual document.

11.5 The Contractor shall be entitled to submit invoices as follows:

Payment	Milestone	Amount
CLIN's 1 through 6	Written final acceptance by the user.	100% of CLIN's 1 through 6
Exercise Contract Options (if any)	As specified in the written amendment to the Contract exercising the option.	As specified in the written amendment to the Contract exercising the option.

- 11.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause "Taxes and Duties" of the NCI Agency Basic Ordering Agreement, General Provisions.
- 11.7 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 11.8 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 11.9 The invoice shall contain the following certificate:  
*"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."*  
 The certificate shall be signed by a duly authorised company official on the designated original.
- 11.10 Invoices referencing "**CO-15115-ACCS / PO TBD**" shall be submitted to the following e-mail address: [accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int). No paper invoices will be accepted.
- 11.11 NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

**ARTICLE 12 SUPPLEMENTAL AGREEMENTS**

12.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause "Termination for Default" of NCI Agency Basic Ordering Agreement, General Provisions.

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

### **ARTICLE 13 WARRANTY**

- 13.1 The provisions of this Article replace Clause 7 (Warranty) of the Basic Ordering Agreement Special Provisions.
- 13.2 The Contractor shall warrant, for a period of one (1) year following the date of the Acceptance by the Purchaser, in writing, that Supplies under normal use will be free from defects in materials and workmanship and the system under normal use will perform without significant errors that will make it unusable.
- 13.3 The preservation, packaging, packing and marking and the preparation for, and method of, shipment of equipment shall conform with the requirements of this Contract.
- 13.4 In the event of the Contractor's failure to fulfil this obligation after due notice and within a reasonable time, the Purchaser will have the right at his discretion:
- a. To remedy, by procuring the defective equipment via issuance of a separate contract / order to a supplier of his choice. In this instance the price of the relevant Delivery Order will be equitably and univocally reduced to reflect the value of the defective equipment or in the event that payment has been liquidated, to request reimbursement from the contractor or to resort to alternative measures of its choice.
  - b. To terminate for default that portion of the Contract relating to the defective work in accordance with the Basic Ordering Agreement (BOA) Termination for Default Clause.
- 13.5 This right may be exercised although other contractual obligations remain in force.
- 13.6 The Purchaser will inform the Contractor in writing of any defect discovered as soon as practicable and in accordance with established procedures.
- 13.7 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct the defect at no increase in the Contract price.

- 13.8 The Purchaser shall have the right to notify any defects that have occurred within the warranty period to the Contractor no later than 30 days after the expiration of the warranty period, at no additional cost.
- 13.9 Upon notification, the Contractor shall be responsible to retrieve the equipment at the site at its own expense and provide for adequate replacement.

**ARTICLE 14 CONTRACT ADMINISTRATION**

- 14.1 The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 14.2 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.
- 14.3 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. E-mails may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 14.4 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.
- 14.5 All notices and communications shall be effective on receipt.
- 14.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency	
For contractual matters: Attn: Katharina Schwarz Senior Contracting Officer Tel: +32 2 707 8591 E-mail: Katharina.Schwarz@ncia.nato.int	For contractual matters: Attn:  Tel: E-mail:

For technical/project management matters: Attn. Karim Hamcha System Engineer, IT Asset Manager Tel: +31 7 0374 1655 E-mail: Karim.Hamcha@ncia.nato.int	For technical/project management matters: Attn:  Tel: E-mail:
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or to such address as the Purchaser may from time to time designate in writing.

**ARTICLE 15 SUB-CONTRACTORS**

- 15.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 15.2 The Contractor shall not place sub-contracts outside the NATO 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 16 RELEASE OF INFORMATION**

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

**ARTICLE 17 OWNERSHIP AND TITLE**

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

**ARTICLE 18 LIQUIDATED DAMAGES**

- 18.1 If the Contractor fails to meet the delivery schedule of the items required under this contract at the times specified in the Delivery Schedule of this Contract, or any agreed extension thereto, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the Purchaser fixed and agreed liquidated damages of 50 EUR for each day of delinquency in achieving the respective CLIN delivery date. These liquidated damages will begin to accrue on the first day after the date on which delivery was scheduled.

- 18.2 In addition, the Purchaser may terminate this contract in whole or in part as provided in Clause 19 ("Termination for Default") of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 18.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.
- 18.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Ten Percent (10%) of the total value of the Contract.
- 18.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - b. By reclaiming such damages through appropriate legal remedies.

**RFQ-CO-15115-ACCS**  
**BOOK II - PART IV**  
**STATEMENT OF WORK (SOW)**

**Provision of  
Hardware and Associated Support**



## 1.1 INTRODUCTION AND SCOPE

- 1.1.1 This document details Contractor's obligations with respect to the performance of work under the Contract.
- 1.1.2 The purpose of this Contract is to provide Information Technology (IT) equipment with technical specifications and configurations.
- 1.1.3 This is a firm fixed-price contract for hardware equipment and associated support. Equipment will be delivered as detailed in the Contract Special Provisions Article 7.
- 1.1.4 In accordance with the Schedule of Supplies and Services (SSS), the locations for equipment delivery are:
- NCI Agency The Hague, The Netherlands
  - NCI Agency Brunssum, The Netherlands
  - NCI Agency Mons, Belgium
- 1.1.5 The equipment to be provided by this contract is divided into the following lots:
- a. Lot A : Servers
  - b. Lot B : Tape libraries
  - c. Lot C : Dell rugged laptops
  - d. Lot D: Cisco switches
  - e. Lot E : Storage devices
  - f. Lot F: Hard drive docking stations

## 1.2 CONTRACTOR TASKS

- 1.2.1 The Contractor shall deliver all hardware and associated support as specified in Annex A to this SoW and in the Schedule of Supplies and Services (SSS), to the specified destination.
- 1.2.2 The contractor shall adhere to the delivery dates as described in the Schedule of Supplies and Services (SSS).



### 1.3 INTEGRATED LOGISTIC SUPPORT

#### 1.3.1 INTRODUCTION

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

#### 1.3.2 SHIPPING AND TRANSPORTATION

1.3.2.1 All goods covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor to their final destination in accordance with the Schedule of Supplies and Services (SSS).

1.3.2.2 All materials covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor Delivered Duty Paid (DDP) to the addresses specified in accordance with current INCOTERMS published by the International Chamber of Commerce.

1.3.2.3 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.

1.3.2.4 The Purchaser will not accept responsibility and/or ownership of the equipment before successful inspection and acceptance is complete.

1.3.2.5 All shipments shall be executed in close co-ordination with the Purchaser's PoC for logistics and delivery acceptance at final destination. The Contractor shall contact the NCIA Point of Contact for exact shipment address and detailed instructions, before making any shipment arrangements.

1.3.2.6 The NCIA Point of Contact (POC) for all shipment instruction and shipment requests is:

PoC: Derya Adiyen (NCIA The Hague) / ILS Office  
E-mail: [derya.adiyan@ncia.nato.int](mailto:derya.adiyan@ncia.nato.int)

1.3.2.7 Each shipment shall be composed of one batch of one or more pallets. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm),

packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.

- 1.3.2.8 The Contractor shall be responsible for all handling of pallets until the delivery is handed over and accepted by the Purchaser.
- 1.3.2.9 The Contractor shall organise and operate any handling equipment required to unload the equipment in the Purchaser warehouse or building.
- 1.3.2.10 The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered.

**1.3.3 PRESERVATION AND PACKAGING**

- 1.3.3.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 1.3.3.2 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.
- 1.3.3.3 The packing list shall include the following information as a minimum:

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

1.3.4 CUSTOMS FORMS 302

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

1.3.4.2 The written request for a 302 form shall be sent to NCIA PoC and shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address.
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

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

1.3.4.4 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.

1.3.4.5 These forms shall be originals and must be mailed or delivered by mail/express courier.

1.3.4.6 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.

1.3.4.7 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the

fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.

- 1.3.4.8 Only after having received Purchaser’s approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 1.3.4.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 1.3.4.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 1.3.4.11 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

1.3.5 NOTICE OF SHIPMENT

- 1.3.5.1 Two (2) weeks prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser’s ILS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

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

1.3.6 INVENTORY

- 1.3.6.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items (hardware, software and licences) and documents to be delivered under this contract at least ten (10) working days before shipment to NCIA PoC as described in 1.3.2.6 . 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 NAMSAs. 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 NAMSAs. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this Contract, i.e. if it is not delivered built-in in another unit. 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".

Field	Description
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Qty installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

1.3.6.2 The Contractor may request an electronic version of the MDS from the NCIA PoC after the contract award.

### 1.3.7 TECHNICAL DOCUMENTATION

1.3.7.1 Each deliverable shall be accompanied with its COTS documentation. This documentation shall be identified in the inventory.

1.3.7.2 All documentation shall be in the English language.

### 1.3.8 WARRANTY & SUPPORT

1.3.8.1 The Warranty shall start at the date of the acceptance of the equipment at the destination sites and shall be at least for 1-year duration from the day of acceptance. The warranty requirements for each type of equipment are described in the equipment specifications in Annex A.

1.3.8.2 The support/warranty shall include cost of parts, travel and per diem and shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the Schedule of Supplies and Services.

1.3.8.3 For this purpose the Contractor shall provide detailed handling instructions, including help-desk or other Point of Contact information, to be contacted in case of a warranty claim.

1.3.8.4 The Contractor shall provide shipment address for faulty equipment to the Purchaser. The shipment of faulty equipment to the Contractor is at the expense of the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser shall be at the expense of the Contractor.

1.3.8.5 The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/ drives and memory can only be repaired or replaced on-site and cannot be removed and/ or returned to the Contractor for repair/ exchange. Failed hard disks/ drives and memory will be destroyed on-site by the

Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.

1.3.8.6 The Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available during the Warranty period, ensuring form, fit and functional requirements.

#### 1.3.9 QUALITY ASSURANCE

1.3.9.1 The Bidder 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.

1.3.9.2 The Bidder shall have addressed the QA/QC he intends to apply to this project and shall describe the Bidder's internal process for the quality review of the deliverables before their release to the Purchaser.

1.3.9.3 The Contractor shall ensure that the goods meet the following level of quality:

- All delivered supplies are compliant with the approved technical specifications;
- All delivered supplies are of the requested type and quantity;
- All delivered goods are not damaged or defective.

1.3.9.4 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.

#### 1.3.10 SUPPLY CHAIN SECURITY

1.3.10.1 The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.

1.3.10.2 The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering and external intervention during storage and transportation up to the point of delivery.

1.3.10.3 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.

1.3.10.4 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.

1.3.10.5 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.

- 1.3.10.6 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.
- 1.3.10.7 If requested, the Contractor shall provide a Supply Chain Security document to explain their end-to-end supply chain processes and all parties involved in the supply chain from original manufacturer until the delivery at Purchaser facility.

**ANNEX A: TECHNICAL SPECIFICATIONS**

TS-1 The equipment for this Contract shall meet or exceed the specifications provided in this annex for each lots of the equipment categories. The equipment covered under the Contract, including items being returned after warranty repair, shall be delivered at the locations mentioned in Paragraph 1.3.2.1 and at the date mentioned in Paragraph 1.2.2.

- a. Lot A : Servers
- b. Lot B : Tape libraries
- c. Lot C : Dell rugged laptops
- d. Lot D: Cisco switches
- e. Lot E: Storage devices
- f. Lot F: Hard drive docking stations

**LOT A : Servers**

**A.1 Oracle SPARC Server with configuration 1**

#	Item	Specification	Quantity
A.1.1	Hardware equipment and operating system for configuration 1 (bundle)	1 x SPARC T8-1 server 1 x SPARC M8 32-cores 5.0 GHz 16 x One 64 GB DDR4-2400 registered DIMM 6 x One 1200 GB 2.5-inch SAS-3 drives 2 x One 800 GB solid-state drives (SSDs) 1 x Sun Dual 10GbE SFP+ PCIe 2.0 Low Profile Adapter 2 x 10Gbps Dual Rate SFP+ SR Transceiver 1 x 19 Inch Sliding Rack Mount Slide Kit & Cable Management Arm 1 x 2.5m, CEE 7/VII, 10A, C13 1 x Oracle Solaris	1
A.1.2.	Support	Oracle Premier Support for Systems for 1 year with data and device retention. With CSI reference A	1

## A.2 Oracle SPARC Server with configuration 2

#	Item	Specification	Quantity
A.2.1	Hardware equipment and operating system for configuration 2	1 x SPARC T8-1 server 1 x SPARC M8 32-cores 5.0 GHz 4 x One 64 GB DDR4-2400 registered DIMM 6 x One 1200 GB 2.5-inch SAS-3 drives 2 x One 800 GB solid-state drives (SSDs) 1 x Sun Dual 10GbE SFP+ PCIe 2.0 Low Profile Adapter 2 x 10Gbps Dual Rate SFP+ SR Transceiver 1 x 19 Inch Sliding Rack Mount Slide Kit & Cable Management Arm 1 x 2.5m, CEE 7/VII, 10A, C13 1 x Oracle Solaris	1
A.2.2	Support	Oracle Premier Support for Systems for 1 year with data and device retention. With CSI reference A.	1

**A.3 Oracle SPARC Server with configuration 3**

#	Item	Specification	Quantity
A.3.1	Hardware equipment and operating system for configuration 3	1 x SPARC S7-2 1 x SPARC S7 8-cores 4.27 GHz 4 x One 16 GB DDR4-2400 registered DIMM 2 x One 600 GB 2.5-inch SAS-3 drives 1 x Oracle Storage 12 Gb SAS PCIe HBA 3 x PCIe filler panel 7 x 2.5-inch HDD filler panel 1 x External USB DVD drive with AC adapter 1 x 2.5m, CEE 7/VII, 10A, C13 1 x 19 Inch Sliding Rack Mount Slide Kit & Cable Management Arm 1 x Oracle Solaris	9
A.3.2	Support	Oracle Premier Support for Systems for 1 year with data and device retention. To be included with CSI 18751703	9

**A.4 Oracle NETRA SPARC Server with configuration 4**

#	Item	Specification	Quantity
A.4.1	Hardware equipment and operating system for configuration 4	1 x NETRA SPARC S7-2 1 x SPARC S7 8-Cores 4.27 GHz 4 x One 16 GB DDR4-2400 registered DIMM 2 x One 800 GB 2.5-inch SAS SSD 1 x Sun Dual 10GbE SFP+ PCIe 2.0 Low Profile 2 x 10Gbps Dual Rate SFP+ SR Transceiver 3 x PCIe filler panel 7 x 2.5-inch HDD filler panel 1 x 19 Inch Sliding Rack Mount Slide Kit & Cable Management Arm 1 x External USB DVD drive with AC adapter 2 x 2.5m, CEE 7/VII, 10A, C13 2 x Jumper 2.5m, C13, 13A, C14 1 x Oracle Solaris	2
A.4.2	Support	Oracle Premier Support for Systems for 1 year with data and device retention With CSI reference A	2

**A.5 HPE ProLiant DL 360 Gen 10**

#	Item	Specification	Quantity
A.5.1	HPE ProLiant DL360 Gen10	1 x ProLiant DL360 G10 2 x HPE DL360 Gen10 Intel Xeon-Silver 4116 2 x HPE 64GB 2Rx4 PC4-2666V-R 2 x HPE 480GB SATA RI SFF SC DS SSD 1 x HPE Smart Array E208i-p SR Gen10 1 x HPE 96W Smart Storage Battery 145mm 2 x HPE 500W Flex Slot Platinum Hot Plug 1 x HPE 1U Gen10 SFF Easy Install Rail Kit No operating system	1

**LOT B : Tape libraries****B.1 Quantum tape libraries**

#	Item	Specification	Quantity
B.1.1	Hardware equipment for the library, including 1 year support	1 x Scalar i3 Library 3U Cont Modul Mod 25 lic slots 1 x Quantum Hardware Licensing for Quantum Scalar i3 - 25 Slot 1 x Quantum Scalar i3 Tape Library - LTO-8 - Rack-mountable - Fibre Channel - Network (RJ-45) 1 x Quantum Scalar i3 Power Supply, 80 Plus Certified Energy Efficient 1 x Next standard business day support, 1 year	2
B.1.2	Tape media	Tape media LTO-8 (L8) with barcode label	100
B.1.3	Cleaning media	Cleaning LTO tapes with labels	10
B.1.4	Additional network card	HPE StoreFabric SN1100Q 16Gb Dual Port Fibre Channel Host Bus Adapter incl. two 16Gb transceivers	1
B.1.5	Cable	Fiber optic MM cable LC-LC OM3 3m	30



## B.2 HPE tape library

#	Item	Specification	Quantity
B.2.1	Hardware equipment for the library, including 1 year support for hardware and software	1 x HPE StoreEver MSL 2024 Tape 2 x HPE StoreEver MSL LTO-7 Ultrium 15000 FC Drive Upgrade Kit 1 x TapeAssure Advanced 1 x HPE StoreEver MSL2024 Ultrium Left Magazine Kit 1 x HPE StoreEver MSL Ultrium Right Magazine Kit 1 x Rack mount kit 1 x Next standard business day one year for the library 1 x Next standard business day one year for the management tool	1
B.2.2	Tape media	LTO-7 Ultrium 15TB Eco Case Data Cartridge 20 Pack	2
B.2.3	Bar code labels	LTO-7 Ultrium RW bar code label pack	1
B.2.4	Cleaning media	Ultrium Universal Cleaning	1

**LOT C : Dell rugged laptops**

**C.1 Dell rugged laptop with configuration 1**

#	Item	Specification	Quantity
C.1.1	Dell rugged laptop with configuration 1	1 x Dell Latitude 7424 1 x Intel Core i7-8650U 1 x 32 GB DDR4 Memory 1 x 3 TB Solid State Drive in total 1 x 2nd 3 Cell 51Whr ExpressCharge Capable Battery 1 x Sealed Internal Non-Backlit Keyboard US English 1 x Windows 10 Pro 64 bit English No Camera or Microphone No PCMCIA Card or ExpressCard Reader No Wireless LAN Card No Optical Disk Drive	1

**C.2 Dell rugged laptop with configuration 2**

#	Item	Specification	Quantity
C.2.1	Dell rugged laptop with configuration 2	1 x Dell Latitude 7424 1 x Intel Core i7-8650U 1 x 32 GB DDR4 Memory 1 x 3 TB Solid State Drive in total 1 x 2nd 3 Cell 51Whr ExpressCharge Capable Battery 1 x Sealed Internal Non-Backlit Keyboard US English 1 x Optical Disk Drive 1 x Windows 10 Pro 64 bit English No Camera or Microphone No PCMCIA Card or ExpressCard Reader No Wireless LAN Card	2

**LOT D : Cisco switches****D.1 Cisco C9300**

#	Item	Specification	Quantity
D.1.1	Hardware equipment for the C9300	1 x C9300-24UX-1E 1x 1100W AC 80+ platinum Config 1 Power Supply 2x Europe AC Type A Power Cable 1 x Eight 10G SFP+ module slots	1
D.1.2	Licences for the Cisco C9300	1x C9300 Network Essentials, 24-port license, Federal offer 1x C9300 DNA Essentials, 24-Port, 1 Year Term License 1x C9300 DNA Essentials, 24-Port Term Licenses, Federal offer 1x Network Plug-n-Play License for zero-touch device deployment	1
D.1.3	Support	Smart Net Total Care 8x5xNext Business Day, 1year	1

**D.2 Cisco Nexus 5672UP**

#	Item	Specification	Quantity
D.2.1	Hardware equipment for the Nexus 5672UP	1 x N5K-C5672UP-16G Nexus 5672UP 1RU, 24x10G SFP+, 24pxUP SFP+, 6x40G QSFP+  1 x N5672-ACC-KIT Nexus 5672 Chassis Accessory Kit  3 x N6K-C6001-FAN-F Nexus 6001 Fan for Port Side exhaust (Front to Back) airflow  3 x NXA-PAC-1100W Nexus 1100W Platinum PS, Port side Exhaust airflow  1 x N1K-VLCPU-96-ESSTL Nexus 1000V Essential Edition Paper Delivery License Qty 96	1
D.2.2	Licenses for the Nexus 5672UP	1 x N6KUK9-730N1.1 Nexus 5600/6000 Base OS Software  1 x N56-BAS1K9 Nexus 5600 Series LAN Base License  1 x N56-12P-S Nexus 5672UP-16G 12 Port Storage License  1 x N56-FNPV-SSK9 Nexus 5600 FNPV License	1
D.2.3	QSFP+	40GBASE-SR4 QSFP Transceiver Module with MPO Connector - Cisco compatible	12
D.2.4	SFP	10GBASE-SR SFP Module - Cisco compatible	40
D.2.5	SFP	16 Gbps Fibre Channel SW SFP+, LC Cisco compatible	30
D.2.6	SFP	8G Fibre Channel SFP+ 850nm 150m DOM Transceiver Module - Cisco compatible	10
D.2.7	Power cord	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connector	8
D.2.8	Power cord	Power Cord Jumper, C13-C14 Connectors, 2m	4
D.2.9	Active optical cable	40GBASE Active Optical Cable, 3m	2
D.2.10	Active optical cable	40GBASE Active Optical Cable, 7m	2
D.2.11	Support	Smart Net Total Care 8x5xNext Business Day, 1year	1

**D.3 Cisco C9200**

#	Item	Specification	Quantity
D.3.1	Hardware equipment for the Cisco C9200	1x C9200-24P-E : Catalyst 9200 24-port PoE+, Network Essentials 2x 600W AC Power Supply 2x CAB-TA-EU: Europe AC Type A Power Cable 1x C9200-NM-4G: Catalyst 9200 4 x 1G Network Module	40
D.3.2	Licences for the Cisco C9200	1x C9200 Network Essentials, 24-port license 1x C9200 Cisco DNA Essentials, 24-Port Term Licenses 1x C9200 Cisco DNA Essentials, 24-Port, 1 Year Term License 1x Network Plug-n-Play License for zero-touch device deployment	40
D.3.3	SFP 1000 BASE SX	1x GLC-SX-MMD= 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	160
D.3.4	Support	Smart Net Total Care 24x7x4 for 1 year	40

**D.4 Cisco C9300L**

#	Item	Specification	Quantity
D.4.1	Hardware equipment for the Cisco C9300L	1x C9300L-24P-4X-A: Catalyst 9300L 24p PoE, Network Advantage ,4x10G Uplink  1x S9300LUK9-1612: Cisco Catalyst 9300L XE 16.12 UNIVERSAL  2x 715W AC 80+ platinum Power Supply  2x CAB-TA-EU:Europe AC Type A Power Cable  3x FAN-T2: Cisco Type 2 Fan Module  1x C9300L-SSD-NONE: No SSD Card Selected  2x C9300L-STACK-BLANK: Catalyst 9300L Blank Stack Module	3
D.4.2	Licences for the Cisco C9300L	1x C9300L Network Advantage, 24-port license  1x C9300L Cisco DNA Premier, 24-port Term Licenses  1x C9300L Cisco DNA Premier, 24-port, 1 year Term license  25x ISE BASE Term License  25x ISE BASE Tracker Term 1 year  25x ISE PLS Term License  25x ISE PLS Tracker Term 1 year  25x StealthWatch 1 FPS Term License  25x ISE BASE Tracker Term 1 year  1x PI-LFAS-T: Prime Infrastructure Lifecycle & Assurance Term - Smart Lic  1x PI Dev Lic for Lifecycle & Assurance Term 1 year  1x Network Plug-n-Play License for zero-touch device deployment	3
D.4.3	SFP 10G SR	1x SFP-10G-SR= : 10GBASE-SR SFP Module	12
D.4.4	Support	Smart Net Total Care 24x7x4 for 1 year	3

**LOT E : Storage devices****E.1 6G SATA Read Intensive LFF 3.5 inch**

#	Item	Specification	Quantity
E.1.1	6G SATA Read Intensive LFF 3.5 inch	480GB SATA 6G RI LFF (3.5 inch) SSD for HPE DL360 Gen9	6

**E.2 SSD SATA 2.5 inch**

#	Item	Specification	Quantity
E.2.1	SSD SATA 2.5 inch	1 x SSD 2.5 inch 1 x SATA 6Gb/s Interface 1 x 250 GB Capacity 1 x Encryption support, AES 256 bit hardware-based encryption	5

**E.3 SAS-3 drive 2.5 inch**

#	Item	Specification	Quantity
E.3.1	SAS-3 drives 2.5 inch	600GB 2.5-inch SAS-3 drives for Oracle S7-2	10
E.3.2	Support	Oracle Premier Support for Systems for 1 year with data and device retention To be included with CSI 18751703	10



**LOT F : Hard drive docking stations****F.1 SATA internal docking station for HDD**

#	Item	Specification	Quantity
F.1.1	SATA internal docking station for HDD	1 x SATA Quick Port Intern Bay 1 x 3.5 Inch Drive bays 1 x SATA Internal interface Compatible with SATA 2.5 inch HDD or SSD Easy HDD handling	12

**F.2 USB docking station for HDD**

#	Item	Specification	Quantity
F.2.1	USB docking station for HDD	1 x SATA Quick Port USB 3.1 Type C 1 x USB 3.1 (Type C port) External interface 1 x SATA 2.5 inch and 3.5 inch Internal interface	4