



NATO UNCLASSIFIED

Acquisition Directorate

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NCIA/ACQ/2021/07208

2 September 2021

To: See Distribution List

Subject: **Request for Quotation RFQ-CO-115513-UOMM
CP120 WP0.5 Urgent Obsolescence Management Mitigation (UOMM)
Extended Warranties for RSA and Keysight**

Reference: **A. A. AC/4-D(2019)0004 (INV)
B. AC/4(PP)D/27726-ADD9
C. AC/4-DS(2021)0014**

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a BOA competition for the acquisition Extended Warranties for RSA and Keysight equipment.
2. The award will be based on the quotation evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the RFQ Instructions.
3. **THE CLOSING TIME FOR SUBMISSION OF QUOTATIONS IN RESPONSE TO THIS RFQ IS 13:00 HOURS (BRUSSELS TIME) ON FRIDAY, 17 SEPTEMBER 2021.**
4. This RFQ consists of the following documents:
 - a) Book I – RFQ Instructions. Book I provides the general solicitation information and includes the following annexes:
 - i. Annex A – Clarification Request Forms;
 - ii. Annex B – Administrative Certificates;
 - iii. Annex C – Pricing Sheets – The pricing sheets should be completed exactly as instructed;
 - iv. Annex D – Instructions for the preparation of Pricing Sheets;
 - v. Annex E – Compliance Table.
 - b) Book II – Prospective Contract. Book II contains the following sections:
 - i. The NCI Agency Purchase Order Signature Page;
 - ii. Schedule of Supplies and Services (SSS) – This Section will be derived from the pricing sheets submitted by the winning Offeror;
 - iii. Contract Special Provisions;
 - iv. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.



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1110 Brussels, Belgium
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5. The overall security classification of this RFQ is "NATO UNCLASSIFIED". This RFQ remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
6. Your firm is requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your firm's intention to quote/not to quote. Your firm is not bound by its initial decision, and if your firm decides to reverse your firm's stated intention at a later date, your firm is requested to advise the NCI Agency by a separate email.
7. The reference for this RFQ is RFQ-CO-115513-UOMM, and all correspondence concerning the RFQ should reference this number.
8. Prospective Offerors are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for quotation preparation costs incurred by firms or any other collateral costs if solicitation cancellation occurs.
9. Your point of contact for all information concerning this RFQ is Mr. Edel Esparza, Senior Contracting Officer Consultant, who may be reached at RFQ-CO-UOM-M@ncia.nato.int

For the Director of Acquisition:

A handwritten signature in black ink that reads "Edel Esparza".

Edel Esparza
Principal Contracting Officer

Enclosures:

- RFQ-CO-115513-UOMM-Book I RFQ Instructions
- RFQ-CO-115513-UOMM-Book II Prospective Contract



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NCIA/ACQ/2021/07208

Attachment A

Acknowledgement of Receipt of Request for Quotation

RFQ-CO-115513-UOMM

Please complete and return within 5 days by: e-mail: RFQ-CO-UOM-M@ncia.nato.int & for the attention of Mr. Edel Esparza.

We hereby advise that we have received Request for Quotation RFQ-CO-115513-UOMM on, together with all enclosures listed in the Table of Contents.

CHECK ONE

- { } As of this date and without commitment on our part, we do intend to submit a quotation.
- { } We do not intend to submit a quotation.
- { } We are reviewing the requirements of the RFQ and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

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RFQ-CO-115513-UOMM

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM)
FOR CIS SECURITY SERVICES**

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

(TECHNOLOGY REFRESH)



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

AUTHORISATION/SERIAL NO.

AC/4-DS(2021)0014

CP 9C0120 INCREMENT 1-SERIAL 2018/0IS03204-0

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RFQ-CO-115513-UOMM

URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM) FOR CIS SECURITY SERVICES

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

(TECHNOLOGY REFRESH)



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

BOOK I

RFQ INSTRUCTIONS

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SECTION I - INTRODUCTION

1.1 PURPOSE

1.1.1 The purpose of this Request for Quote (RFQ) is to award a Firm-Fixed Price (FFP) contract for extended warranties for RSA and Keysight equipment the NATO Communications and Information Agency (NCI Agency) intends to use as Purchaser Furnished Equipment (PFE) and to be made available under a separate contract action. This requirement was approved by the Investment Committee (IC) and consists on the renewal of support for RSA and Keysight/IXIA equipment with a Period of Performance ending on 31 December 2022 as follows:

Item/Model #	Item Description	Quantity	Warranty Current Expiry Date	Requested Warranty End Date	Renewal Days
991-0170-02	IXIA ASSY, Vision E10S Base system, AC (Serial # MY20050784, MY20050781, MY19040285, MY19090342, MY19510743, MY20040752, MY20040756, MY20040767, MY20040769)	9	04/03/2021	31/12/2022	667
995-0004-04	IXIA Vision 10G SFP+ optical transceiver - SR 850nm	54	04/03/2021	31/12/2022	667
995-0003-03	IXIA Vision 1G SFP copper transceiver	90	04/03/2021	31/12/2022	667
995-0001-02	IXIA Vision 1G SFP optical transceiver SX 850nm	18	04/03/2021	31/12/2022	667
993-0184-01	IXIA Vision E10S, Add 10Gbps PacketStack (1G Burst Protect, Masking, Timestamp, Packet Trimming, Add Trailer), Max (2) licenses (993-0184) (LIC-E10S-PS-10G)	18	04/03/2021	31/12/2022	667
993-0185-01	IXIA Vision E10S, Enables PacketStack Deduplication feature, licensed per system (993-0185) (LIC-E10S-DDUP)	9	04/03/2021	31/12/2022	667
993-0187-01	IXIA Vision E10S, Enables PacketStack Header stripping feature, licensed per system (993-0187) (LIC-E10S-STRP)	9	04/03/2021	31/12/2022	667
993-0188-01	IXIA Vision E10S, Enables PacketStack Tunneling feature, licensed per system (993-0188) (LIC-E10S-TUNL)	9	04/03/2021	31/12/2022	667
993-0183-01	IXIA Vision E10S, Port license for an additional (16) 1G/10G ports (993-0183) (LIC-E10S-16P)	9	04/03/2021	31/12/2022	667
NW-PVHDE96	RSA NETWITNESS PV HP 96TB SED (E03J)	52	31/07/2021	31/12/2022	518
NW-PVHDE96	RSA NETWITNESS PV HP 96TB SED (E03J)	28	31/10/2021	31/12/2022	426
NW-PVHDE96	RSA NETWITNESS PV HP 96TB SED (E03J)	12	31/12/2021	31/12/2022	365
NW-PVHPE78	RSA NETWITNESS PV HP 78TB SED (E03J)	26	31/07/2021	31/12/2022	518
NW-PVHPE78	RSA NETWITNESS PV HP 78TB SED (E03J)	14	31/10/2021	31/12/2022	426
NW-PVHPE78	RSA NETWITNESS PV HP 78TB SED (E03J)	6	31/12/2021	31/12/2022	365
NW-S6E-CORE-NL	RSA NETWITNESS S6 SED CORE TP APPL - NO SW LIC (E39S)	80	31/07/2021	31/12/2022	518
NW-S6E-CORE-NL	RSA NETWITNESS S6 SED CORE TP APPL - NO SW LIC (E39S)	42	31/10/2021	31/12/2022	426
NW-S6E-CORE-NL	RSA NETWITNESS S6 SED CORE TP APPL - NO SW LIC (E39S)	18	31/12/2021	31/12/2022	365
NW-S6E-HYBRID-NL	RSA NETWITNESS S6 SED HYBRID TP APPL - NO SW LIC (E38S)	4	31/07/2021	31/12/2022	518
NW-S6E-HYBRID-NL	RSA NETWITNESS S6 SED HYBRID TP APPL - NO SW LIC (E38S)	8	31/10/2021	31/12/2022	426
NW-S6E-HYBRID-NL	RSA NETWITNESS S6 SED HYBRID TP APPL - NO SW LIC (E38S)	2	31/12/2021	31/12/2022	365



Item/Model #	Item Description	Quantity	Warranty Current Expiry Date	Requested Warranty End Date	Renewal Days
NW-S6E-ANALYTIC-NL	RSA NETWITNESS S6 SED ANALYTIC TP APPL - NO SW LIC (E39S)	2	31/07/2021	31/12/2022	518

1.2 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS

- 1.2.1 This solicitation is issued in accordance with the Procedure Governing the Use of Basic Ordering Agreements set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.2.2 Pursuant to these procedures, the RFQ is restricted to companies from participating NATO member nations in possession of an active NCI Agency Basic Ordering Agreement (BOA).

1.3 LOWEST PRICE TECHNICALLY COMPLIANT (LPTC) EVALUATION METHOD

- 1.3.1 The evaluation method to be used in the selection of the successful Bidder under this solicitation is the Lowest Price Technical Compliant procedures set forth in AC/4-D(2019)0004 (INV).
- 1.3.2 The quotation evaluation criteria and the detailed evaluation procedures are described in SECTION 4.
- 1.3.3 This RFQ will not be subject to a public RFQ opening.

1.4 SECURITY

- 1.4.1 This RFQ has been classified as NATO UNCLASSIFIED.
- 1.4.2 All documentation, including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided “as is, without any warranty” as to quality or accuracy.



SECTION II – GENERAL RFQ INSTRUCTIONS

2.1 DEFINITIONS

- 2.1.1 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.
- 2.1.2 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.3 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.
- 2.1.4 The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.5 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).

2.2 ELIGIBILITY

- 2.2.1 This RFQ is being conducted under Basic Ordering Agreement (BOA) procedures, therefore, only firms which hold an active BOA with the NCI Agency are eligible to take part in this RFQ.
- 2.2.2 All Offerors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3 None of the work, shall be performed other than by firms from and within Participating Countries.

2.3 QUOTATION SUBMITTAL AND RFQ CLOSING DATE

- 2.3.1 All Quotations shall be in the possession of the Purchaser at the address given below in Paragraph 2.3.2 before 1 pm/13:00 hours (CENTRAL EUROPEAN TIME) on **DAY DD MONTH** 2021 at which time and date Quotations shall be closed.
- 2.3.2 Quotations shall be delivered in electronic format only to the following email address:
RFQ-CO-UOM-M@ncia.nato.int
- 2.3.3 The Quotation shall consist of three (3) separate subject emails:
 - 2.3.3.1 For the first e-mail the subject line shall read: "RFQ-CO-115513-UOMM - Official Quote for [company name] - Part I - Administrative Package". The e-mail content shall be as described in Paragraph 3.2.2 below, with no password protection to the file and shall be not larger than 20MB total.
 - 2.3.3.2 For the second e-mail the subject line shall read: "RFQ-CO-115513-UOMM Official Quote for [company name] - Part II - Price Quotation". The e-mail content shall be as described in Paragraph 3.2.2 below, with no password protection to the file, and shall be not larger than 20MB total.



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- 2.3.3.3 For the third e-mail the subject line shall read: "RFQ-CO-115513-UOMM - Official Quote for [company name] - Part III - Technical Proposal". The e-mail content shall be as described in Paragraph 3.2.2 below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.
- 2.3.4 Quotations which are delivered to the Purchaser after the specified time and date set forth above for RFQ Closing are "Late Quotations" and shall not be considered for award. Consideration of Late Quotation - The Purchaser considers that it is the responsibility of the Offeror to ensure that the Quotation submission arrives by the specified RFQ Closing Date and Time. A late Quotation shall only be considered for award under the following circumstances:
- 2.3.4.1 A Contract has not already been awarded pursuant to the RFQ, and;
- 2.3.4.2 The Quotation was sent to the e-mail address specified in the RFQ and the delay was solely the fault of the Purchaser.
- 2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified RFQ Closing time and date. If a quotation received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:
- (a) Of the content of the Quotation as originally submitted; and,
 - (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4 REQUESTS FOR EXTENSION OF RFQ CLOSING DATE

- 2.4.1 Requests for extension of the RFQ Closing Date will not be considered for this RFQ.

2.5 PURCHASER POINT OF CONTACT

- 2.5.1 The Purchaser point of contact for all information concerning this RFQ is Mr. Edel Esparza, Senior Contracting Officer
- 2.5.2 For Questions/Clarifications, the offeror may email: RFQ-CO-UOM-M@ncia.nato.int

2.6 REQUESTS FOR RFQ CLARIFICATIONS

- 2.6.1 Offerors, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.6.2 All questions and requests for clarification must be submitted by e-mail and using the form in Annex A of Book I – RFQ Instructions. 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 email address specified in paragraph 2.5.2 above and shall arrive not later than seven (7) calendar days prior to the stated "RFQ Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.
- 2.6.3 Offerors are advised that subsequent questions and/or requests for clarification included in a quotation shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.



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- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective Offerors. Answers will be provided on a weekly basis.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Offeror in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

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

2.8 AMENDMENT OF THE RFQ

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the RFQ Closing Date. Any and all modifications will be transmitted to all prospective Offerors 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 Offeror shall complete and enclose as part of his quotation. This process may be part of the clarification procedures set forth in section 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors to prepare a proper quotation within the allotted time. The Purchaser may extend the "RFQ Closing Date" at his discretion and such extension will be set forth in the amendment document.
- 2.8.3 In no case, however, will the closing date for receipt of quotation be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF QUOTATION

- 2.9.1 Quotations, once submitted, may be modified by Offerors, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for RFQ Closing. Such modifications shall be considered as an integral part of the submitted quotation.
- 2.9.2 Modifications to quotations which arrive after the RFQ Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in



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the evaluation and selection process. If the Offeror submitting the modification is determined to be the successful Offeror on the basis of the unmodified quotation, the modification may then be opened. If the modification makes the terms of the quotation more favourable to the Purchaser, the modified quotation may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the quotation submitted and disregard the late modification.

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

2.10 QUOTATION VALIDITY

- 2.10.1 Offerors shall be bound by the term of their quotation in which the Offeror has provided a quotation for a period of 6 months starting from the RFQ Closing Date specified at paragraph 2.3.1.
- 2.10.2 In order to comply with this requirement, the Offeror shall complete the Certificate of Quotation Validity set forth in Annex B-4. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all quotations which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:
- (a) accept this extension of time in which case Offerors shall be bound by the terms of their quotation for the extended period of time and the Certificate of Quotation Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the quotation without penalty.
- 2.10.5 Offerors shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

2.11 CANCELLATION OF REQUEST FOR QUOTATIONS

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

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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



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2.12.2 Offerors are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence, amendments, etc., related to this RFQ.



SECTION III - QUOTATION PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Quotations 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 Quotations and all related documentation shall be submitted in the English language.
- 3.1.3 Offerors shall prepare a complete quotation which comprehensively addresses all requirements stated herein. The quotation shall demonstrate the Offeror's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services (SSS). Quotations which are not complete will be declared non-compliant.
- 3.1.4 The Offeror shall not restate the RFQ requirements in confirmatory terms only. The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the quotation to be non-compliant.
- 3.1.5 Offerors shall classify their response in accordance with the classification of the RFQ.
- 3.1.6 Offerors are advised that the Purchaser reserves the right to incorporate the Offeror's Technical Proposal in whole or in part in the resulting Contract.

3.2 QUOTATION CONTENT

- 3.2.1 The complete Quotation shall consist of three distinct and separated parts each of which will be send as an individual electronic submission as described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these RFQ Instructions.
- 3.2.2 All e-mails submitted shall be less than 20MB and shall not be password-protected.

Part	Format and Quantity Details
I: Quotation Administration Package	<p><u>1 .zip File Submitted by Email not larger than 20MB total , which includes:</u></p> <ul style="list-style-type: none"> • 1 Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications ✓ All of the required contents are outlined in Section 3.3
II: Price Proposal	<p><u>1 .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 Excel file, using the Pricing Sheets template provided with the RFQ • 1 PDF file of the Pricing Sheets "Offer Summary" tab ✓ All of the required contents are outlined in Section 3.4
III: Technical Proposal	<p><u>1 .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • One file which addresses each evaluation criterion as described in Sections 3.2.5, 3.5, 4.4 and in accordance with the requirements of Setion 3.5.2 • Annex: Bid Requirements Cross Reference Matrix (BRCM): 1 Excel file ✓ If necessary, the technical volume may be separated into more than one email. Maximum email size per each email is 20MB. ✓ All of the required contents are outlined in Section 3.4



- 3.2.3 The quotation volumes shall be sent via separate e-mails to the Quotation Delivery e-mail address as specified in Paragraph 2.3.2 and in accordance with Paragraph 3.2.2 above.
- 3.2.4 No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.2.5 Documents submitted in accordance with paragraph 3.2.1 above shall be classified no higher than “NATO UNCLASSIFIED” material.
 - 3.2.5.1 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.
- 3.2.6 Where no specific format is mandated, electronic quotation documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (VOLUME I)

- 3.3.1 Contents: Required documents submitted by email, containing one PDF file comprised of all of the required documents.
- 3.3.2 No information disclosing or contributing to disclose the quotation price shall be made part of the Administration Volume. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.3.3 Volume I shall include the certificates set forth in the Annex to these RFQ Instructions, signed in the original by an authorised representative of the Offeror. The text of the certificates must not be altered in any way. The certificates are as follows:
 - B-1: Certificate of Legal Name of Offeror
 - B-2: Acknowledgement of Receipt of RFQ Amendments (if applicable)
 - B-3: Certificate of Independent Determination
 - B-4: Certificate of Quotation Validity
 - B-5: Certificate of Exclusion of Taxes, Duties and Charges
 - B-6: Comprehension and Acceptance of Contract General and Special Provisions.
 - B-7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
 - B-8: Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- 3.3.3.1 **Certificate B-7**, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Offerors shall note especially the following:

- 3.3.3.1.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, a draft version



of these must be submitted with the Offeror's quote. Supplemental agreements submitted after the RFQ Closing Date shall not be considered.

3.3.3.1.2 The terms of supplemental agreements, if necessary, are the Offerors / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

3.3.3.1.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3.4 The Offeror shall send Volume I - Administrative Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) zip file containing the Administrative Package.

3.3.4.1 The email shall be entitled: "RFQ-CO-115513-UOMM - Official Quote for [company name] – Volume I - Administrative Package" where the Administration Package zip file shall be contained.

3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II)

3.4.1 The Offeror shall prepare their Price Proposal by submitting one (1) email containing the completed Pricing Sheets provided with this RFQ under Book I, RFQ Instructions Annex C in both Excel and PDF formats. The Offeror shall propose an accurate and complete price quotation in completing the Schedule of Supplies and Services (SSS) as defined in these RFQ Instructions in both Excel and PDF formats.

3.4.2 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.

3.4.3 Offeror shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Pricing Sheets.

3.4.4 Offerors 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.

3.4.5 Offeror shall quote in their own national currency or in EUR, the host nation currency.

3.4.6 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.4.7 The Offeror shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Offeror (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or



exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Offerors are reminded of the requirement to complete the certification to this effect in Annex B-5.

- 3.4.8 The Offeror's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Pricing Sheets and SSS. 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.
- 3.4.9 When completing the Pricing Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Offerors are required to insert price information in all cells marked in yellow in the Pricing Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Offeror 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 Pricing Sheets is the responsibility of the Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.4.10 The Offeror shall furnish Firm Fixed Price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.4.11 The Offeror understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such Option. Furthermore, the Purchaser reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.
- 3.4.12 The Offeror shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.4.13 The Offeror shall separately price the cost of Warranty. Zero values or the statement that the Quotation price includes the cost of warranty are not allowed.
- 3.4.14 The Offeror shall send Package II - Pricing Package via email to the Purchaser's email address specified in paragraph 2.3.2 above. This shall consist of One (1) zip file containing the Pricing Package.
- 3.4.14.1 The email provided shall be entitled: "RFQ-CO-115513-UOMM Official Quote for [company name] - Part II - Price Quotation" where the Pricing Package zip file shall be contained.

3.5 PREPARATION OF THE TECHNICAL PROPOSAL (VOLUME III)

- 3.5.1 The Offeror shall submit their Technical Proposal as one (1) email. This email shall contain one (1) zip file which addresses each criterion as described in paragraphs 3.2.5, 3.5, 4.4 and in accordance with the requirements of Section 3.5.2.



- 3.5.2 The Technical Proposal package shall include the following:
- 3.5.2.1 Table of Contents. Offeror shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.
 - 3.5.2.2 Cross-Reference/Compliance Table. The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked “QUOTATION REFERENCE” of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal.
 - 3.5.2.3 Level of Support. The Offeror shall submit description of the level of support in accordance with SOW section 1.3.3.1 and 1.3.3.2.
 - 3.5.2.3.1 Support 24/7 as per Section 1.3.3.1 in the SOW for the RSA equipment identified in Annex A.1 of the SOW.
 - 3.5.2.3.2 Support “Essential Global” as per Section 1.3.3.2 in the SOW for the Keysight/IXIA equipment identified in Annex A.1 of the SOW.
 - 3.5.2.3.3 All support shall be effective from the point in time when the existing support expired (or will expire) and conclude on 31 December 2022.
 - 3.5.3 The Offeror shall send Volume III – Technical Package via email to the Purchaser's email address specified in paragraph 2.3.2 above. This shall consist of One (1) zip file containing the Technical Package and One (1) unpriced copy of the Pricing Sheets as per paragraph 3.2.3 above.
 - 3.5.3.1 The email provided shall be entitled: “RFQ-CO-115513-UOMM - Official Quote for [company name] - Part III - Technical Proposal” where the Technical Package zip file shall be contained.



SECTION IV - QUOTATION EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2 The evaluation of Quotations and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Offeror and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.
- 4.1.3 To ensure that sufficient information is available, the Offeror shall furnish with its Quotation all information appropriate to provide a complete description of the level of effort associated with the warranties. Failure to provide an overview of the level of effort may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the Quotation from the Offeror, and the Offeror shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein.
- 4.1.5 The Offeror's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the Quotation 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 NCI Agency set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.7 The administrative compliance of the Quotations will be evaluated first. Quotations that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Volume II - Price, Volume III- Technical. Should areas of Administrative non-compliance be identified in the Pricing or Technical evaluation this shall be treated in accordance with Section 4.2 below.
- 4.1.8 All administrative compliant Quotations will be reviewed for price compliancy and the identified lowest offer will be reviewed for technical compliance. Any Contract resulting from this RFQ will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the lowest priced, technically compliant quotation 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, Quotations will be reviewed for compliance with the Quotation Submission Requirements of this RFQ. These are as follows:
 - (a) The Quotation was received by the RFQ Closing Date and Time,



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- (b) The Quotation was packaged and marked properly (Paragraphs 3.2 to 3.3),
 - (c) The Quotation is provided in the English language,
 - (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto (Paragraph 3.3).
- 4.2.2 A Quotation that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Quotation on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Offeror may be determined to have submitted a non-compliant Quotation.

4.3 PRICE CRITERIA

- 4.3.1 The Offeror's Price Quotation will be first assessed for compliance against the following standards:
- 4.3.1.1 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section and the Instructions for preparation of the Pricing Sheets (Annex C) in particular.
 - 4.3.1.2 Adequacy, accuracy, traceability and completeness of detailed pricing information.
 - 4.3.1.2.1 The Offeror has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Pricing Sheets, i.e. to fill out **all** yellow fields, may render the Quotation non-compliant. Prices cannot be embedded/included in other prices.
 - 4.3.1.2.2 All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Pricing Sheets.
 - 4.3.1.2.3 Quotation prices include all costs for items supplied, delivered, and supported.
 - 4.3.1.2.4 All prices have been accurately entered into appropriate columns and accurately totalled.
 - 4.3.1.2.5 The Offeror has provided accurate unit prices for warranty extensions for RSA/Keysight equipment as specified in the SOW.
 - 4.3.1.2.6 The currency of all line items has been clearly indicated.
 - 4.3.1.2.7 The Offeror has quoted in the Host Nation currency, Euros.
 - 4.3.1.2.8 The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
 - 4.3.1.2.9 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.



- 4.3.2 A Quotation which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3 Basis of Price Comparison to determine lowest compliant Quotation**
- 4.3.3.1 The price comparison will be based on the Offered Grand Total Firm Fixed Price which includes all **CLINs** in the Pricing Sheets.
- 4.3.4 **Inconsistencies and discrepancies in price quotation.** In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the Quotation price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the Offeror, for the purpose of determining the total price of the Quotation, the following order of precedence shall apply:
- 4.3.4.1 PDF copy of the completed Pricing Sheets
- 4.3.4.1.1 Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Offeror
- 4.3.4.1.2 Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)
- 4.3.4.2 Microsoft Excel copy of the completed Pricing Sheets
- 4.3.4.2.1 Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Offeror
- 4.3.4.2.2 Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)
- 4.4 TECHNICAL CRITERIA**
- 4.4.1 Upon determination of the lowest-priced Quotation as described above, the Quotation shall be evaluated to confirm compliance with the following technical criteria associated with the respective sections of the Technical Proposal.
- 4.4.2 1) Technical Proposal Table of Contents and Cross Reference Compliance Matrix**
- 4.4.2.1 **Aim** – The purpose of this criterion is to ensure the Offeror provides a Technical Proposal containing a Table of Contents and Cross Reference/Compliance Table.
- 4.4.2.2 **Criterion** – The Offeror shall ensure that its Technical Proposal includes a Table of Contents and Cross Reference/Compliance Table which meets the requirements specified in the Document References below.
- 4.4.2.3 Document References**
- 4.4.2.3.1 RFQ Instructions, Sections 3.5.2.1, 3.5.2.2, Annex E
- 4.4.2.4 Pass/Fail Criteria**
- 4.4.2.4.1 **Pass** – The Offeror's Technical Proposal has provided a Table of Contents and Cross Reference/Compliance Table which meets the requirements specified in the Document References above.



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4.4.2.4.2 Fail – The Offeror’s Technical Proposal has not provided a Table of Contents and or a Cross Reference/Compliance Table which meets the requirements specified in the Document References above.

4.4.3 2) Level of Support

4.4.3.1 **Aim** – The purpose of this criterion is to ensure the Offeror provides a Technical Proposal containing the level of support for RSA and Keysight/IXIA Equipment in accordance with SOW sections 1.3.3.1 and 1.3.3.2.

4.4.3.2 **Criterion** – The Offeror shall ensure that its Technical Proposal identifies and provides an overview of the level of support for RSA and Keysight/IXIA Equipment.

4.4.3.3 Document References

4.4.3.3.1 RFQ Instructions, Sections 3.5.2.3.1, 3.5.2.3.2, 3.5.2.3.3, Annex E

4.4.3.3.2 SOW, Sections 1.3.3.1, 1.3.3.2, Annex A

4.4.3.4 Pass/Fail Criteria

4.4.3.4.1 Pass – The Offeror’s Technical Proposal has identified and provided an Overview of the level of support as specified in the Document References above.

4.4.3.4.2 Fail – The Offeror’s Technical Proposal has not identified and/or provided an Overview of the level of support as specified in the Document References above.



ANNEX A – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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



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INSERT SUBMISSION DATE HERE

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

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

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INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

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

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ANNEX B-1 - CERTIFICATE OF LEGAL NAME OF OFFEROR

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS QUOTATION:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE



ANNEX B-2 - ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115513-UOMM have been received and the Quotation as submitted reflects the content of such Amendments:

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX B-3 - CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Offeror shall certify signing this Quotation shall also certify that:

Each Offeror shall certify that in connection with this procurement:

- a. This quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Offeror or with any competitor;
- b. The contents of this Quotation have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly to any other Offeror or to any competitor, and;
- c. No attempt has been made, or will be made by the Offeror to induce any other person or firm to submit, or not to submit, a Quotation for the purpose of restricting competition.

2. Each person signing this Quotation shall also certify that:

- a. They are the person in the Offeror's organisation responsible within that organisation for the decision as to the quotation and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or;
- b. (i) They are not the person in the Offeror's organisation responsible within that organisation for the quotation but that they have 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) They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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



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ANNEX B-4 - CERTIFICATE OF QUOTATION VALIDITY

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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ANNEX B-5 - CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price quotation of this Quotation 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

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ANNEX B-6 - Comprehension and Acceptance of CONTRACT BOA General and Special Provisions

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



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

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

- I do not have any supplemental agreements to disclose for the performance of this contract [*cross out points 1 to 6 of this certificate*].
- I do have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).

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 NCI Agency as a condition of my firm’s performance of the Contract, have been identified, as part of the Quotation.
2. 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.
3. 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*).
4. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Offeror may be cause for the NCI Agency to determine the submitted quotation to be non-compliant with the requirements of the RFQ.
5. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX B-8 - CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND
INTELLECTUAL PROPERTY RIGHTS

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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



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Annex C – Pricing Sheets

ANNEX C – PRICING SHEETS

Provided under separate MS Excel File:

“RFQ-CO-115513-UOMM – Book I Annex C – Pricing Sheets”

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ANNEX D – INSTRUCTIONS FOR THE PREPARATION OF PRICING SHEETS

1. Offerors are required, in preparing their Price Quotation to utilise the Pricing Sheets following the instructions detailed in Section III – Quotation Preparation Instructions and CLIN Bidding Sheet instructions within the Pricing Sheets itself.
2. The Offeror must complete and submit the Pricing Sheets with their Price Breakdown per CLIN – one (1) sheet is required for each Major CLIN (1, 2, 3, etc.).
3. The prices entered on the Pricing Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many Pricing Sheets for that CLIN as there are currencies.
7. In preparing the Price Quotation, the Offeror shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The Offeror shall identify the sub-CLIN, per line item, in each detailed Bidding Sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. The Offeror shall not introduce any changes or deviations to the Schedule of Supplies and Services (SSS) as Published by the Purchaser.



ANNEX E – COMPLIANCE TABLE

Offeror shall complete column “QUOTATION REFERENCE” with Quotation references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (if applicable), page number etc. One copy each of the duly completed Cross Reference/Compliance Table is to be included in the Quotation Technical Proposal package. The Quotation shall follow the instructions in Section 3.5, and will be evaluated according to the instructions in Section 4.4.

RFQ Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.5.2.1 Table of Contents	N/A	The Offeror shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.	4.4.2	<i>Offeror to complete</i>
3.5.2.2 Cross-Reference / Compliance Table	N/A	The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked “QUOTATION REFERENCE” of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser’s Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal.	4.4.2	
3.5.2.3 Level of Support	1.3.3.1 1.3.3.2	The Offeror shall submit an overview of the Level of Support for RSA and Keysight/IXIA Equipment in accordance with the requirements of Section 1.3.3.1 and 1.3.3.2 of the Statement Of Work (SOW) for the Urgent Obsolescence Management-Mitigation (UOMM) (Book II Part IV).	4.4.3	

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CO-115513-UOMM

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM) FOR
CIS SECURITY SERVICES**

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

(TECHNOLOGY REFRESH)



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

BOOK II

THE PROSPECTIVE CONTRACT

NATO UNCLASSIFIED

GENERAL INDEX

NCI Agency Purchase Order Signature

Part I: Schedule of Supplies and Services (SSS)

Part II: Contract Special Provisions

Part III: N/A

Part IV: Statement of Work (SOW)

PROSPECTIVE NCI AGENCY CONTRACT	
1. Original Number	2. Purchase Order Number:
3. Contract Number: CO-115513-UOMM	4. Effective Date:
5. Contractor:	6. Purchaser: NATO Communications and Information Agency Boulevard Leopold III B-1110 Bruxelles Belgium
7. Schedule of Supplies and Services: The contractor shall deliver extended warranties for RSA and Keysight equipment in accordance with the attached Schedule of Supplies and Services (SSS) and Statement of Work (SOW).	
8. TOTAL AMOUNT OF CONTRACT DDP (Incoterms 2000) <u>Firm Fixed Price:</u>	
9. DELIVERY: See: Part I - Schedule of Supplies and Services (SSS); Part IV - Statement of Work (SOW). Purchaser exempt from VAT and Customs Duties	10. SHIP TO/MARK FOR: See: Part I - Schedule of Supplies and Services (SSS); Part IV - Statement of Work (SOW).
11. CONTRACT AGREEMENT: a. The Contractor agrees to furnish extended warranties set forth or otherwise identified above and on any continuation sheets for the consideration stated 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. NCI Agency/BOA/_____ currently in effect with the Purchaser, and the Special Conditions attached to this Purchase Order. b. Modifying Order of Precedence provision within the BOA General Provisions as follows: 1. This Signature Page; 2. Schedule of Supplies and Services; 3. Special Provisions; 4. BOA General Provisions 5. Statement of Work and Annexes; 6. Any document expressly incorporated by reference into this Contract.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by Contractor	17. Date Signed by Purchaser

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CO-115513-UOMM

**URGENT OBSOLESCENCE MANAGEMENT – MITIGATION (UOMM) FOR
CIS SECURITY SERVICES**

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

(TECHNOLOGY REFRESH)



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

BOOK II, PART I

SCHEDULE OF SUPPLIES AND SERVICES

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CP120 - WP0.5 - Urgent Obsolescence Management - Mitigation									
RSA and Keysight Extended Warranties									
CLIN	Description	SoW Reference	Delivery Destination	Unit of measure	Quantity	Notes	Delivery Schedule EDC +	Unit price	Total Firm Fixed Price
1	Warranty								
1.1	RSA 24/7 Support	1.3.3.1	NCIA	Task	Ref SOW Annex A.1		CAW		
1.2	Keysight Essential Global Support	1.3.3.2	NCIA	Task	Ref SOW Annex A.2		CAW		
	TOTAL CLIN 1							Total:	



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RFQ-CO-115513-UOMM

**CP120 WP0.5 - URGENT OBSOLESCENCE MANAGEMENT –
MITIGATION (UOMM) FOR CIS SECURITY SERVICES**

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

(TECHNOLOGY REFRESH)



NATO Communications and Information Agency
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BOOK II, PART II

SPECIAL PROVISIONS

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ANNEX A: NATO CI AGENCY NON-DISCLOSURE DECLARATION 17



1. ORDER OF PRECEDENCE

- 1.1. In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Signature Page
 - b. Part I - The Schedule of Supplies and Services (SSS)
 - c. Part II - The Contract Special Provisions
 - d. Part III – The Contract BOA General Provisions
 - e. Part IV - The Statement of Work (SOW) and SOW Annexes
 - f. The Contractor's Technical Proposal including any clarifications thereto, incorporated by reference, and the formal documentation of pre-Contract discussions.

2. TYPE OF CONTRACT

- 2.1. This is a Firm-Fixed Price (FFP) Contract established for the supplies and services defined in Part I - SSS and Part IV - SOW.
- 2.2. The FFP include all expenses related to the performance of the prospective Contract to include travel. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated FFP except as provided under other provisions of this Contract.
- 2.3. The Total Contract price is inclusive of all expenses related to the performance of the present contract.

3. PROJECT OVERVIEW

- 3.1. The NCI Agency is seeking the acquisition extended warranties for RSA and Keysight equipment the NCI Agency intends to use as Purchaser Furnished Equipment (PFE) under a separate contract action.
- 3.2. The full requirements, Contractor Deliverables and scope is as per the SOW.

4. PERIOD OF PERFORMANCE (POP)

- 4.1. The Contractor shall be able to deliver the required extended warranties upon contract award.



5. PARTICIPATING COUNTRIES

- 5.1. The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 5.2. The Contractor may issue sub-contracts to firms and purchase from qualified vendors in any NATO member nation. None of the work, shall be performed other than by firms from and within participating countries, as per NATO policy.

6. SECURITY

- 6.1. The security classification of this Contract is NATO UNCLASSIFIED.
- 6.2. All documentation, including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided "as is, without any warranty" as to quality or accuracy.

7. PRICING OF CHANGES, AMENDMENTS TO CONTRACT, FOLLOW-ON CONTRACTS AND CONTRACT CLAIMS

- 7.1. All amendments to this Contract shall be serially numbered, in writing, and issued by the Purchaser's Contracts Officer.
- 7.2. 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.
- 7.3. Changes, amendments, follow-on Contracts of any nature, and claims shall be priced in accordance with BOA General Provisions.
- 7.4. Except otherwise provided for in this Contract, prices quoted for the above-mentioned changes, modifications, etc. shall have a minimum validity period of twelve (12) months from the date of purchaser acceptance of proposal.

- 7.5. The pricing information contained in the cost breakdown sheets submitted with the Bidding sheets, as part of the Contractor's proposal, and especially the forward labour rates provided, will constitute the basis for any future negotiations related to possible future amendments to this Contract.

8. WAIVER

- 8.1. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- 8.2. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

9. THIRD PARTY RIGHTS

- 9.1. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

10. ENTIRE AGREEMENT

- 10.1. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

11. NON DISCLOSURE

- 11.1. The Contractor's performance under this Contract may require access to third party data and information. The Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information.
- 11.2. All Contractor and Sub Contractor personnel working at any NATO Organisations/ Commands premises or having access to NATO classified/commercial-in-confidence information must certify and sign the Non-Disclosure Declaration at Annex A hereto and provide it to the Purchaser's Contracting Authority prior to the commencement of any performance under this contract.



- 11.3. The Contractor and Subcontractors may be reasonably required to sign subject to their review other non-disclosure agreements or certificates for access to specific information to complete tasks.
- 11.4. The Contractor shall ensure that its officers, employees, agents and Sub-Contractors shall have been made aware of the requirements of confidentiality and shall not cause or permit the data and/or information to be either totally or partially disclosed to any unauthorised Contractor personnel or third party personnel.
- 11.5. The Contractor shall be liable for all damages resulting from the non-authorized use of the data and/or information by the Contractor's personnel.

12. ADVERTISEMENTS, PUBLICIZING AWARDS, NEWS RELEASES, AND CONFERENCES

- 12.1. All press releases or announcements about any contract award hereunder shall be approved by the Purchaser's Contracting Authority prior to release. Under no circumstances shall the Contractor, subcontractor, teaming partner, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Purchaser's Contracting Authority. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Purchaser or is considered by the Purchaser to be superior to other products or services.
- 12.2. Any presentation, white paper, article et cetera written, submitted or presented by Contractor personnel shall be reviewed and approved by the Purchaser's Contracting Authority prior to delivery. This special requirement shall apply whether the Contractor personnel is acting on behalf of the company or unofficially on behalf of himself or herself.

13. EQUALITY

- 13.1. Without prejudice to Article 7 above:
 - 13.1.1. the Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender, sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.



- 13.1.2. the Contractor agrees to take reasonable efforts to secure the observance of the provisions of this Article 16 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.
- 13.1.3. the Contractor agrees to take reasonable efforts to reflect this Article 16 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Article 16 in their subcontracts that they enter into to satisfy the requirements of the Contract.

14. CONFLICT OF INTEREST

- 14.1. A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or Subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.
- 14.2. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser's Contracting Authority. If, after award of this Contract herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser's Contracting Authority as set forth below.
- 14.3. If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures, or terminate the Contract for default.
- 14.4. The Contractor's notice called for in Article 18.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes



would be helpful to the Purchaser's Contracting Authority in analyzing the situation. Any changes to the contractors Conflict of Interest Mitigation Plan, if any is incorporated in the Contract, should be also detailed.

- 14.5. The Contractor has the responsibility of formulating and forwarding a proposed conflict of interest mitigation plan to the Purchaser's Contracting Authority, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 14.6. If the Purchaser's Contracting Authority in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser's Contracting Authority will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Purchaser's Contracting Authority has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the contract.
- 14.7. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractors failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

15. MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

- 15.1. If a Contractor merges, is acquired, or recognizes a successor in interest to Purchaser contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a Contracting Officer other than the Purchaser's Contracting Authority named in Article 23 of these Contract Special Provisions, the Contractor must notify the Purchaser's Contracting Authority at least thirty (30) days in advance and provide a copy of the novation or other any other agreement that changes the status of the Contractor for signature by the Purchaser. Any successor must be in full compliance with all terms and conditions of this contract.

16. INDEPENDENT CONTRACTOR

- 16.1. The Personnel provided by the Contractor in response to this Contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any



of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

- 16.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's personnel employed under this Contract are not eligible for any diplomatic privileges or for NATO employee benefits.
- 16.3. The Contractor is responsible for providing the necessary insurance for his personnel and equipment as needed in the area of operations and for performing the contract.

17. DISRUPTION

- 17.1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Purchaser, its employees or any other contractor employed by the Purchaser.

18. INVOICES AND PAYMENT

- 18.1. 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. Invoices shall be accompanied by a copy of the letter of acceptance issued by the Purchaser. It shall be the responsibility of the Contractor to ensure such letter is provided.
- 18.2. 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 CLIN.
- 18.3. No payment will be made if CLIN items agreed for delivery before milestones are not complete as described in bidding sheets, SSS and SOW.
- 18.4. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 18.5. No payment will be made for additional items delivered that are not specified in the contractual document.
- 18.6. The invoice amount is exclusive of VAT and exclusive of all Taxes and Duties as per BOA General Provisions.



- 18.7. The CLINs will be paid as below based on Purchaser milestone approval in writing.
- 18.8. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 18.9. 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:
 - 18.9.1. Contractor's VAT number
 - 18.9.2. Contract number
 - 18.9.3. Purchase Order number,
 - 18.9.4. Contract Amendment number (if any)
 - 18.9.5. CLINs as they are defined in the priced SSS.
 - 18.9.6. Bank Account details for International wire transfers

18.10. The invoice shall contain the following certificate:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."

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

18.11. Invoices shall be submitted to:

NATO Communications and Information Agency
Finance, Accounting & Operations
Batiment Z
Av du Bourget 140
B-1140 Belgium

OR

Shall be addressed to Financial Management at the following electronic address: accountspayable@ncia.nato.int



AND

An electronic copy of the invoice shall be sent to the Purchaser's Contracting Authority, at the email address specified in the Article 23 of the Contract Special Provisions.

- 18.12. NCI Agency will make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.
- 18.13. The approval for payment of a valid and undisputed invoice by the Purchaser shall not be construed as acceptance by the Purchaser of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- 18.14. The Contractor shall be entitled to submit an invoice upon completion of the contract.

19. LIQUIDATED DAMAGES

- 19.1. If the Contractor fails to:
 - 19.1.1. meet the delivery date as specified in the Schedule of Supplies and Services to this Contract, or any extension thereof, or
 - 19.1.2. deliver and obtain acceptance of the Deliverables, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 1% (one percent) per day of the associated payment set forth in the schedule of payments provided in Article 9 of the Contract Special Provisions.
- 19.2. In addition to the liquidated damages, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in BOA General Provisions. In the event of such termination, the Contractor shall be liable to pay the excess costs provided in BOA General Provisions.
- 19.3. 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 BOA General Provisions. In such event, subject to the provisions of Article 41 "Disputes" of Part III - The BOA General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.



- 19.4. Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Article 21.2.2 above to 15% of the value of each line item individually and an aggregate sum of all delinquent items not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 19.5. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee, if any
 - c. By reclaiming such damages through appropriate legal remedies.
- 19.6. The rights and remedies of the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract.

20. TECHNICAL DIRECTION

- 20.1. The Contract will be administered by the NATO CI Agency in accordance with Article 36 of these Contract Special Provisions entitled "Contract Administration".
- 20.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part IV - SOW. This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.
- 20.3. The Purchaser reserves its right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 20.4. Neither the Purchaser's Project Manager, as identified in Article 36 of these Contract Special Provisions, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting effort on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is outside of



the authority of the Contract shall render any subsequent claim null and void.

- 20.5. Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- a. confirm the effort requested is within scope, or;
 - b. confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or;
 - c. rescind the instructions.
- 20.6. Failure of the Contractor to notify the Purchaser of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

21. CONTRACT ADMINISTRATION

- 21.1. 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.
- 21.2. The Purchaser is the NATO Communications and Information Agency (NCI Agency). The NCI Agency is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.
- 21.3. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI Agency, or his authorized representative.
- 21.4. Formal letters and communications shall be personally delivered or sent by e-mail, mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Telefax or other electronic means may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communications means.
- 21.5. Informal notices and informal communications may be exchanged by any other communications means including telephone and e-mail.



21.6. All notices and communications shall be effective upon receipt.

21.7. Official Points of Contact are:

PURCHASER

Contractual issues:

NCI Agency
Acquisition Directorate
Building 302-A, Room 110
B-7010 SHAPE, Mons
Belgium

POC: Mr Edel Esparza
Tel: +32 (0) 6544 1476
E-mail: Edel.Esparza@ncia.nato.int

Technical issues:

NCI Agency
NATO Cyber Security Centre
Oude Waalsdorperweg 61
2597 AK The Hague
Netherlands

POC: Mr Miles Knight
Tel: +31 70 374 3527
E-mail: Miles.Knight@ncia.nato.int

22. LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION

22.1. Definitions. As used in this Article:

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

22.1.2. Controlled Technical Information means Technical Information with NATO military application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. The term does not include information that is lawfully publicly available without restrictions.

22.1.3. Covered defense information means unclassified Controlled Technical Information and is:

22.1.3.1. Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of the NCI Agency in support of the performance of the contract; or,



22.1.3.2. Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

22.1.4. Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

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

22.1.6. Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

22.1.7. Technical Information means technical data or computer software such as research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

22.2. Restrictions

22.2.1. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third party's reporting of a cyber-incident:

22.2.1.1. The Contractor shall access and use the information only for furnishing advice or technical assistance directly to the Purchaser in support of the Purchaser's activities, and shall not be used for any other purpose.

22.2.1.2. The Contractor shall protect the information against unauthorized release or disclosure.

22.2.1.3. The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this Article prior to the employees being provided access to or use of the information.



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Book II, The Prospective Contract
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NCIA/ACQ/2021/07208

22.2.1.4. The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Purchaser and Contractor.

22.2.1.5. A breach of these obligations or restrictions may subject the Contractor to:

22.2.1.5.1. Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies; and

22.2.1.5.2. Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this Article.

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ANNEX A: NATO CI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned(Company) duly represented by the named individual below (hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-115509-UOMM-1.

Date	Full name (in block capitals)	Signature
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TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEES WORKING IN THE NATO'S PREMISES UPON COMMENCEMENT OF THEIR WORK.

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of this contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorized person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency or by his designated representative.

That I must not, without the approval of the General Manager of the NCI Agency, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-115513-UOMM.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-115513-UOMM, save such as I have been duly authorized to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-115513-UOMM, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorized hands.



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RFQ-CO-115513-UOMM

CP120 WP0.5 – URGENT OBSOLESCENCE MANAGEMENT MITIGATION (UOMM) FOR CIS SECURITY SERVICES

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

(TECHNOLOGY REFRESH)



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

BOOK II, PART IV

STATEMENT OF WORK

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SECTION 1 – INTRODUCTION

1.1 Background Information

- 1.1.1 NATO's current Cyber Defence posture is based upon the NATO Computer Incident Response Capability (NCIRC) – Full Operational Capability (FOC). The NCIRC FOC scope was defined in the Strategic Commands' Statement of Operational Requirement (SOR) (reference [NCIRC SOR]). NCIRC FOC is a Cyber Defence capability, deployed in a 'hub-and-spoke' architecture.
- 1.1.2 Tier-2 infrastructure is the pillar on which every service within NCIRC is based for network, security, servers, workstations, virtualization, storage, backup and monitoring requirements. It also supports the sum of all capacity and performance requirements of every NCIRC subsystem.
- 1.1.3 Tier-2 infrastructure includes the following:
 - 1.1.3.1 Network Intrusion Detection/Prevention Systems (NIPS) provide NCIRC with the capability to identify potential cyber-attacks on NATO networks and to log information about this malicious activity. The sensors are managed by the Defence Centre Central Management Capability. The NIPS Tier-2 infrastructure has already been upgraded to the latest version and is therefore not included in the scope of this SOW.
 - 1.1.3.2 Full Packet Capture System (FPC) provides to the NCIRC the capability to store locally on the protected Tier-3 sites a record of the network traffic at various critical points. The FPC Tier-2 infrastructure has already been upgraded to the latest version and is therefore not included in the scope of this SOW.
- 1.1.4 Tier-3 infrastructure includes the following:
 - 1.1.4.1 Tier-3 Full Packet Capture System (FPC) provides to the NCIRC the capability to store locally on the protected Tier-3 sites a record of the network traffic at various critical points.
 - 1.1.4.2 Tier-3 Enclave encompasses all infrastructure and hosting components necessary to instantiate the requisite Tier-3 sensors and subsystems, and to facilitate their interaction with Tier-2, and their central management. With the exception of CSO Paris, Tier-3 Enclaves have been deployed at all defined sites, on all available Security Domains - NATO Unclassified (NU), NATO Restricted (NR) and NATO Secret (NS).

1.2 Requirements Overview

- 1.2.1 This Statement of Work (SOW) describes requirements the NCI Agency is seeking in the procurement of extended warranties required for cyber security equipment which is being deployed to replace equipment and systems that have reached End of Life (EoL) or End of Support (EoS). This project is referred to as Urgent Obsolescence Management Mitigation (UOMM).
- 1.2.2 These systems are part of the existing NCIRC, which is operated centrally at Supreme Headquarters Allied Powers Europe (SHAPE) in Mons, Belgium.

1.3 Contract scope

- 1.3.1 The Contractor shall provide extended warranties until 31 December 2022 on equipment detailed in Annex A.
- 1.3.2 The equipment will be located at the following sites:
- Mons – BEL
 - Norfolk – USA
 - Brunssum – NLD
 - Geilenkirchen – DEU
 - Ramstein – DEU
 - Paris – FRA
 - Brussels – BEL
 - Aix en Provence – FRA
 - Lago Patria – ITA
 - Izmir – TUR
 - The Hague – NLD
 - Poggio Renatico – ITA
 - La Spezia – ITA
 - Torrejon – SPA
 - Monsanto – POR
 - Capellen – LUX
 - Betzdorf – LUX
 - Northwood – UK
 - Uedem – DEU
 - Munich – DEU
 - Bydgoszcz – POL
 - Stavanger – NOR



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1.3.3 The Equipment is split into two different technologies:

1.3.3.1 RSA equipment will require a warranty providing 24/7 support.

1.3.3.2 Keysight equipment will require an Essential Global Support Warranty.

1.4 Standards for interpretation of the SOW

1.4.1 Context information supporting the requirements definition are provided using the term “may”. “Shall” statements are contractually binding; “May” statements are non-mandatory, or they imply intent on the part of the Purchaser.

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Annex A

A.1 RSA Equipment is detailed in the following table:

Model Number	Component Type	Item Description	Quantity	Warranty Current Expiry Date
NW-PVHDE96	FPC Decoder Storage Drive	RSA NETWITNESS PV HP 96TB SED (E03J)	52	31/07/2021
NW-PVHDE97	FPC Decoder Storage Drive	RSA NETWITNESS PV HP 96TB SED (E03J)	28	31/10/2021
NW-PVHDE98	FPC Decoder Storage Drive	RSA NETWITNESS PV HP 96TB SED (E03J)	12	31/12/2021
NW-PVHPE78	FPC Concentrator Storage Drive	RSA NETWITNESS PV HP 78TB SED (E03J)	26	31/07/2021
NW-PVHPE79	FPC Concentrator Storage Drive	RSA NETWITNESS PV HP 78TB SED (E03J)	14	31/10/2021
NW-PVHPE80	FPC Concentrator Storage Drive	RSA NETWITNESS PV HP 78TB SED (E03J)	6	31/12/2021
NW-S6E-CORE-NL	FPC CORE	RSA NETWITNESS S6 SED CORE TP APPL - NO SW LIC (E39S)	80	31/07/2021
NW-S6E-CORE-NL	FPC CORE	RSA NETWITNESS S6 SED CORE TP APPL - NO SW LIC (E39S)	42	31/10/2021
NW-S6E-CORE-NL	FPC CORE	RSA NETWITNESS S6 SED CORE TP APPL - NO SW LIC (E39S)	18	31/12/2021
NW-S6E-HYBRID-NL	FPC-1	RSA NETWITNESS S6 SED HYBRID TP APPL - NO SW LIC (E38S)	4	31/07/2021
NW-S6E-HYBRID-NL	FPC-1	RSA NETWITNESS S6 SED HYBRID TP APPL - NO SW LIC (E38S)	8	31/10/2021
NW-S6E-HYBRID-NL	FPC-1	RSA NETWITNESS S6 SED HYBRID TP APPL - NO SW LIC (E38S)	2	31/12/2021



A.2 Keysight Equipment is detailed in the following table:

Item #	Item Description	Quantity	Instance Number	Oracle SID#	Start Date
991-0170-02	IXIA ASSY, Vision E10S Base system, AC	9	23640929	1783565	05/03/2021
995-0004-04	IXIA Vision 10G SFP+ optical transceiver - SR 850nm	54	23641117	1783565	05/03/2021
995-0003-03	IXIA Vision 1G SFP copper transceiver	90	23641412	1783565	05/03/2021
995-0001-02	IXIA Vision 1G SFP optical transceiver SX 850nm	18	23640977	1783565	05/03/2021
993-0184-01	IXIA Vision E10S, Add 10Gbps PacketStack (1G Burst Protect, Masking, Timestamp, Packet Trimming, Add Trailer), Max (2) licenses (993-0184) (LIC-E10S-PS-10G)	18	23641235	1783565	05/03/2021
993-0185-01	IXIA Vision E10S, Enables PacketStack Deduplication feature, licensed per system (993-0185) (LIC-E10S-DDUP)	9	23641444	1783565	05/03/2021
993-0187-01	IXIA Vision E10S, Enables PacketStack Header stripping feature, licensed per system (993-0187) (LIC-E10S-STRP)	9	23640813	1783565	05/03/2021
993-0188-01	IXIA Vision E10S, Enables PacketStack Tunnelling feature, licensed per system (993-0188) (LIC-E10S-TUNL)	9	23640997	1783565	05/03/2021
993-0183-01	IXIA Vision E10S, Port license for an additional (16) 1G/10G ports (993-0183) (LIC-E10S-16P)	9	23641415	1783565	05/03/2021