



NATO UNCLASSIFIED

Acquisition Directorate
Graham.Hindle@ncia.nato.int

NCIA/ACQ/2019/6990
27 March 2019

To: See Distribution List

From: The Director of Acquisition, NCI Agency

Subject: **REQUEST FOR QUOTATION RFQ-CO-14832-JFCB REPLACE FIBRE OPTIC COMPONENTS IN JFC BRUNSSUM PROJECT**

Reference(s): A. Procedures Governing the Use of Basic Ordering Agreements AC/4 D(2002)002-FINAL (2002 Edition)
B. AC/4(PP)D/27858

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a Request for Quotation under BOA procedure for the provision of **REPLACE FIBRE OPTIC COMPONENTS IN JFC BRUNSSUM, Project.**
2. NATO will place one contract to cover the entire scope of the project.
3. The award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.
4. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 10:00 HOURS (BRUSSELS TIME) ON 23 APRIL 2019.**
5. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III), and the Statement of Work (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the contract.
6. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
7. The Bidders have the right to request RFQ clarifications as outlined in section 2.6 of the Bidding Instructions (Book I).



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Boulevard Leopold III
1110 Brussels, Belgium
www.ncia.nato.int

NATO UNCLASSIFIED



8. You are requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
9. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
10. The Purchaser point of contact for all information concerning this Request for Quotation is:

NCI AGENCY
Boulevard Leopold III
1110 Brussels
Belgium
Attn.: Mr.Graham Hindle (ACQ)
E-mail : graham.hindle@ncia.nato.int

FOR THE DIRECTOR OF ACQUISITION:

[Original Signed By]

Graham Hindle
Senior Contracting Officer

Enclosures:

Attachment A: Acknowledgement of Receipt of Request for Quotation

Distribution List

All Nominated Prospective Bidders 1

NATO Delegations (Attn: Infrastructure Adviser):

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

Embassies in Brussels (Attn: Commercial Attaché):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1



Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States (electronic copy to brussels.office.box@mail.doc.gov)	1
Belgian Ministry of Economic Affairs	1

Distribution for information

NATO HQ

NATO Office of Resources

Management and Implementation Branch – Attn: Deputy Branch Chief 1

Director, NATO HQ C3 Staff

Attn: Executive Co-ordinator 1

NCI Agency – ALL NATEXs

Attachment A

Acknowledgement of Receipt of Request for Quotation

RFQ-CO-14832-JFCB

**Please complete and return within 5 days by e-mail to: graham.hindle@ncia.nato.int
and natalia.wojciak@ncia.nato.int.**

We hereby advise that we have received Request for Quotation RFQ-CO-14832-JFCB
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 bid.
- { } We do not intend to submit a bid.
- { } 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: _____

REQUEST FOR QUOTATION

RFQ-CO-14832-JFCB

**REPLACE FIBRE OPTIC COMPONENTS IN JFC BRUNSSUM
SERIAL 2018/2IS03998-M/09**

AUTHORISATION/SERIAL

2018/2IS03998-M/09



GENERAL INDEX

BOOK I - THE BIDDING INSTRUCTIONS

[Section I Introduction](#)

[Section II General Bidding Information](#)

[Section III Bid Preparation Instructions](#)

[Section IV Bid Evaluation](#)

[Annex A Bidding Sheets](#)

[Annex B Bidding Sheets - Instructions](#)

[Annex C Certificates](#)

[Annex D Cross Reference/Compliance Table](#)

[Annex E Clarification Requests forms](#)

[Annex F Standby Letter of Credit](#)

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III BOA General Provisions

Part IV Statement of Work



RFQ-CO-14832-JFCB

BOOK I

BIDDING INSTRUCTIONS

CONTENTS

1 INTRODUCTION.....4

2 GENERAL BIDDING INFORMATION.....5

2.1 DEFINITIONS.....5

2.2 ELIGIBILITY.....6

2.3 BID DELIVERY AND BID CLOSING.....6

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE.....7

2.5 SECURITY.....7

2.6 PURCHASER POINT OF CONTACT.....8

2.7 REQUESTS FOR RFQ CLARIFICATIONS.....9

2.8 REQUESTS FOR WAIVERS AND DEVIATIONS.....9

2.9 AMENDMENT OF THE REQUEST FOR QUOTE.....10

2.10 MODIFICATION AND WITHDRAWAL OF BIDS.....10

2.11 BID VALIDITY.....10

2.12 BID GUARANTEE.....11

2.13 CANCELLATION OF REQUEST FOR QUOTES.....12

2.14 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA.....12

3. BID PREPARATION INSTRUCTIONS.....13

3.1 GENERAL.....13

3.2 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1).....14

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2).....15

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3).....18

3.5 PACKAGING AND MARKING OF BIDS.....18

4 BID EVALUATION.....20

4.1 GENERAL.....20

4.2 ADMINISTRATIVE CRITERIA.....21

4.3 PRICE CRITERIA.....21

1.1 4.4 TECHNICAL CRITERIA.....24

2 ANNEX A – BIDDING SHEETS.....26

3 ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS.....27

4 ANNEX C – CERTIFICATES.....28

5 ANNEX D – Cross-Reference / Compliance Table.....42

6 ANNEX E – Clarification Request Forms.....44

7 ANNEX F – Standby Letter of Credit.....47

This Page is blank

1 INTRODUCTION

- 1.1 The purpose of this Request for Quote (RFQ) is to Replace Fibre Optic Components in JFC Brunssum. The existing fibre optic cabling infrastructure at JFC Brunssum has been implemented using a mixture of different connectors. Approximately half of the connectors are of the 3M Volition, type VF-45, which are soon to be discontinued. The other half has been implemented using the newer LC style connectors. The Project is to replace the old-style Volition connectors with the newer LC type.
- 1.2 The Participating Countries for this RFQ are listed in paragraph 2.1.5. The Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.
- 1.3 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4 D(2002)002-FINAL (2002 Edition).
- 1.4 The security classification of this RFQ is "NATO UNCLASSIFIED".
- 1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced technically compliant Bidder.
- 1.6 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in §2.6 of the Bidding Instructions entitled "Requests for RFQ Clarifications".
- 1.8 The target date for Contract Award is November 2018.

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.2 Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Prime Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Prime Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Prime Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Prime Contractor” shall be enclosed and sent with the fsecurtyBid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.1.3 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quote.
- 2.1.4 The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.
- 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, 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 NATO Communications and Information Agency, NCIA).
- 2.1.7 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the address given in §2.3.2 **before 10:00 hours (Brussels Time) 4 weeks from bid issue**(TBD) at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following address:
- NATO Communications and Information Agency
Postal address:
NATO, Boulevard Leopold III
1110 Brussels
- Delivery address:
NATO Industrial Infrastructure
Reception Service 1, rue Arthur Maes 1130 Brussels
Belgium
Attention: Mr Graham Hindle
- 2.3.3 **Bids have to be submitted as** electronic (CD ROM) as further detailed in §3.1.4.
- 2.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are “Late Bids” and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.
- 2.3.5 Consideration of Late Bid. It is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified Bid Closing time. Considering the number and the quality of express delivery services, courier services and

special services provided by the national postal systems, a Late Bid shall only be considered for award under the following circumstances:

- (a) A Contract has not already been awarded pursuant to the Request for Quote, and
- (b) the bid was sent to the address specified in the RFQ by ordinary, registered or certified mail not later than five (5) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for Ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or
- (c) the bid was hand-carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NCI Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

2.3.6 A Late Bid which was hand-carried or delivered by a private courier service, for which a proper receipt cannot be produced, cannot be considered for award under any circumstances, nor can Late Bids which bear no postmarks or for which documentary evidence of mailing date cannot be produced.

2.3.7 Bidders are advised that security or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items. It is therefore of the paramount importance that all deliveries are arranged and scheduled to occur between 09:00 hrs – 16:00 hrs Brussels, Belgium Time during the normal NATO working days.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

2.4.1 The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by fax or e-mail. Such questions shall be forwarded to the Point of Contact specified in §2.6 and shall arrive not later than 10 days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5 SECURITY

2.5.1 The security classification of this RFQ "NATO UNCLASSIFIED".

2.5.2 The Contractor shall be required to possess a Facility clearance of "NATO SECRET" for those sites in which he intends to handle and store NATO classified material in the conduct of work under this contract.

- 2.5.3 All Contractor personnel working under this Contract will be required to work in Class II security area unescorted and are therefore required to have a NATO Secret Personnel Security Clearance. Contractor personnel without such a clearance, confirmed by the appropriate national security authority, and transmitted to the cognisant NATO security officer in accordance with the specific instructions contained in this RFQ, will be denied access to such security areas. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of the schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser under the Prospective Contract.
- 2.5.4 All NATO classified material entrusted to the Contractor under the Prospective Contract shall be handled and safeguarded in accordance with applicable security regulations.
- 2.5.5 Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of work under the task.
- 2.5.6 Should appropriate personnel and/or a Contractor be unable to perform the contract because the facility clearances have not been extended by their respective national security agency, this lack of clearance shall not be the basis for a claim of adjustment or an extension of schedule. The lack of clearance shall not be considered a mitigating circumstance in the case of an assessment of Liquidated Damages and/or a determination of Termination For Default by the Purchaser.
- 2.5.7 Bidders are advised that contract signature will not be delayed in order to allow for the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, because the firm's personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.

2.6 PURCHASER POINT OF CONTACT

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

Mr Graham Hindle

E-mail: Graham.Hindle@ncia.nato.int

NATO Communications and Information Agency

Postal address:

NATO, Boulevard Leopold III

1110 Brussels

Delivery address:

NATO Industrial Infrastructure

Reception Service
1, rue Arthur Maes 1130 Brussels
Belgium

2.7 REQUESTS FOR RFQ CLARIFICATIONS

- 2.7.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.7.2 All questions and requests for clarification must be submitted in writing using the format in Annex E, All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in § 2.6 and shall arrive **not later than 14 days after RFQ release 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 Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in §2.7.3.
- 2.7.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.7.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.7.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

2.8 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.8.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.
- 2.8.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quote or the Prospective Contract may only be considered as part of the clarification process set forth in §2.7. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9 AMENDMENT OF THE REQUEST FOR QUOTE

- 2.9.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in §2.7 or may be an independent action on the part of the Purchaser.
- 2.9.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.9.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.10 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.10.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.10.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.10.3 A Bidder may withdraw its bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.
- 2.10.4 Except as provided in §2.10.4(b), a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.11 BID VALIDITY

- 2.11.1 Bidders shall be bound by the term of their bids for a period of twelve (12) months starting from the Bid Closing Date specified in §2.3.1.
- 2.11.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in [Annex C-3](#) for acceptance by the Purchaser may be determined to be non-compliant.
- 2.11.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in §2.11.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.11.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- (a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the bid without penalty.
- 2.11.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.12 BID GUARANTEE

- 2.12.1 The Bidder shall furnish with its Bid a guarantee in an amount equal to Forty Thousand Euro (€40,000) only. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.
- 2.12.2 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque to be submitted in the Bidders Bid Administration Package (§3.2). If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date. Instructions regarding direct bank deposit can be obtained from the designated Point of Contact indicated in §2.6.
- 2.12.3 “Standby Letter of Credit” as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the

Bidder can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.12.4 The format described in Annex F may be used by the issuing financial institution to create a Standby Letter of Credit:

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

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

2.12.7 Bid Guarantees will be returned to Bidders as follows:

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

2.12.8 Bid Guarantees will be cover the full scope of the contract plus any extension thereto.

2.13 CANCELLATION OF REQUEST FOR QUOTES

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

2.14 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

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

3. BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.
- 3.1.3 The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities**
- | | |
|--------------------------------------|--|
| (a) Administrative Package (Part 1): | Paper: Original certificates and Bid Guarantee.
Electronic: PDF copies of the certificates with physical (non-digital) signatures |
| (b) Price Quotation (Part 2): | Paper: Printed copy of the Pricing Sheets (on A3 paper)
Electronic: 1 Excel copy on the provided template. |
| (c) Technical Proposal (Part 3): | Electronic: PDF and MS Office formats, limited to what is stated in §3.4.2. |
- 3.1.5 Electronic copies of the required documents shall be stored and delivered in CD-ROM or DVD-ROM media. The three packages shall be stored in separate electronic media and marked as described in §3.5.
- 3.1.6 Documents submitted in accordance with §3.1.4 shall be classified no higher than "NATO UNCLASSIFIED" material.
- 3.1.7 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.8 Where no specific format is mandated, electronic bid documentation shall

be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.1.9 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

3.1.10 Bid language shall be English.

3.2 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

3.2.1 The Bid Administrative Package shall include the original of the Bid Guarantee required by §2.12. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.

3.2.2 The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures - **set forth in Annex C** hereto, specifically:

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

- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2008 Compliance.
- (l) C-12 List of Key Personnel with Security Clearance Information
- (m) C-13 Disclosure of Involvement of Former NCI Agency Employment

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

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

3.2.4.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

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

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

3.2.4.4 The Bidder should include a copy of the Technical Proposal Cross-Reference/Compliance Table (see §3.4.4) in the Administrative package, although the table is part of the Technical Proposal.

3.2.4.5 The bidder should provide details of three previous projects of similar scope and magnitude to that indicated in the RFQ, Including project /contract references and customer point of Contact with email and telephone no.

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

3.3.1 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with RFQ Book I, Section 3 and Annexes A

and B. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.

3.3.2 This package must contain the following documentation and media:

3.3.2.1 Electronic version in Microsoft Excel of the completed Bidding Sheets as per Book I Annex A.

3.3.2.2 Paper copy of the Bidding Sheets printed on A3 Paper in Landscape orientation.

3.3.3 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.

3.3.4 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- (a) the currency is of a "Participating Country" in the project, and
- (b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

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

3.3.6 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

3.3.7 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall

include all costs for items supplied and delivered to final destination.

- 3.3.8 The Bidder's attention is directed to the fact that their Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.3.9 When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each CLIN line item **including any options provided for this RFQ**. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.10 The Bidding Sheets shall clearly illustrate the totals per CLIN and the grand total price of the bid in accordance with the format set out in the Annex A of these Bidding Instructions.
- 3.3.11 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.3.12 Should the bidder have a variety of labour categories (By skill level or currency) in a particular CLIN, the bidder shall insert rows in the worksheet as appropriate and select the CLIN and currency from the drop down list unskilled, semi skilled and skilled as defined in part IV, the SoW clause 9.
- 3.3.13 The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.3.14 Price Proposals specifying delivery dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.3.15 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose

estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.

3.3.16 Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.4.1 Bidders shall submit their **Technical Proposal** in an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the **Statement of Work (SOW)**.

3.4.2 Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.4.3 SOW.

3.4.3.1 Project Master Schedule: The Bidder shall provide a /master schedule that can be used by the Purchaser to understand the implementation sequence and timelines. The Bidder should provide this plan in Microsoft Project 2010 format and summary views in PDF or MS Word formats

3.4.3.2 Bidder Experience. The bidder should provide details of three previous projects of similar scope and magnitude to that indicated in the RFQ, including project /contract references and customer point of Contact with email and telephone no.

3.5 PACKAGING AND MARKING OF BIDS

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

- (a) The name and address of the Bidder;
- (b) The words "NATO UNCLASSIFIED";
- (c) The words "SEALED OFFER"
- (d) The designated RFQ number: "RFQ-CO-14832-JFCB" followed by one of the following identifications as appropriate:

- “Administrative Package”,
- “Price Quotation”,
- “Technical Proposal”.

3.5.2 The separate envelopes or packages shall be placed in an outer container or containers suitable for mailing and shipping and marked with the Purchaser’s address. The following legend shall be prominently printed on the top and sides of each container:

**"SEALED BID: RFQ-CO-14832-JFCB. NOTIFY ACQ
(Graham Hindle Ext 8857 BRU) UPON RECEIPT!"**

4 BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6 The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2002)002-FINAL.
- 4.1.7 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.
- 4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance

with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time,
- (b) The Bid was packaged and marked properly (as per §3.5).
- (c) The Administrative Package contains all the requested signed originals of the required Certificates in [Annex C](#) hereto.

4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

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

4.3 PRICE CRITERIA

4.3.1 The Bidder's Price Quotation

4.3.1.1 The Bidder's Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.1.2 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section ([§3](#)) and the Instructions for Contractor's Bidding Sheets ([Annex B](#) hereto), in particular:

- a. The Bidder has prepared the Price Proposal in the form of the Bidding Sheets provided under [Annex A](#) of these Bidding Instructions, by completing the yellow highlighted sections in accordance with the instructions specified in [Annex B](#).
- b. The Bidder has furnished Firm Fixed Prices for all items listed.
- c. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- d. Bid prices include all costs for items supplied, delivered, and supported.

- e. All prices have been accurately entered into appropriate columns, and accurately summed up.
- f. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- g. The totals per CLIN and the bid grand total are accurate.
- h. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- i. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of §3.3.4 are met.
- j. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- k. Price quotes for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.

4.3.1.3 The Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

4.3.1.4 The Price Quotation meets requirements for price realism and balance as described in §4.3.4.

4.3.1.5 Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

4.3.2 Basis of Price Comparison

4.3.2.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.3.2.2 The price comparison will be based on the offered **Grand Total Firm fixed detailed in the summary page of the bidding sheets.**

4.3.3 Inconsistencies and discrepancies in bid price quotation

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

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

4.3.4 Price Realism

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

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

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

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Bidder has a competitive advantage due to prior experience

or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

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

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

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in §4 . 3 . 4 . 3 (a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to §4 . 3 . 4 . 3 (c), the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to §4 . 3 . 4 . 3 (b), no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

1.1 4.4 TECHNICAL CRITERIA

4.4.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the criteria in Table 1 associated with the respective sections of the Technical Proposal.

EVALUATION CRITERIA	RFQ REFERENCE
---------------------	---------------

<p>Compliance with Requirements The Bidder shall have provided a copy of Book 1 Annex D (Cross-reference / Compliance Table).</p>	
<p>Project Management/Implementation Plan The Bidder shall have provided an initial implementation plan and schedule which demonstrates that the Bidder has a clear approach and plan to deliver and install the products in scope. The Bidder shall have a Proposal which completes the implementation (scope) of Phase 2.1 within a maximum of 25 Weeks from EDC.</p>	
<p>Test Protocol and Planning The Bidder shall have provided a test plan and associated test protocols for installed components and infrastructure, including provision of test results.</p>	
<p>Fibre-Optic Components/Parts list The Bidder shall have provided technical specifications, part numbers for all material components he proposes to procure.</p>	
<p>Bidder Experience The bidder shall have provided details of three previous projects of similar scope and magnitude to that indicated in the RFQ, Including project /contract references and customer point of Contact with email and telephone numbers.</p>	
<p>Bidder Qualifications The Bidder shall have provided the names and skill levels of his proposed on-site team, in accordance with the SOW section 9. The proposed installation team foreman shall be identified.</p>	
<p>Security Clearance The Bidder shall have provided confirmations that all proposed on-site personnel hold NATO Secret PSC at the bid closing date.</p>	

Table 1 – Criteria for Technical Evaluation

2 **ANNEX A – BIDDING SHEETS**

[Provided under separate MS Excel File:
“Book I -2_ RFQ-CO-14832-JFCB Bidding Sheets.xls”

3 **ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS**

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section 3 – Bid Preparation Instructions and CLIN Bidding sheet instructions within the Bidding sheets itself.
2. Bidders must complete and submit Bidding Sheets with their Price Breakdown per CLIN as found in the “CLIN Summary” tab of Annex A.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The value “Grand Total Firm Fixed Price – Base Contract” found in the Tab “Offer Summary” shall be the price of the base Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.

Should the bidder have a variety of labour categories (By skill level or currency) in a particular CLIN, the bidder shall insert rows in the worksheet as appropriate and select the CLIN and currency from the drop down list using the labour categories unskilled, semi skilled and skilled, as defined in part IV, the SoW clause 9.

7. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The bidder shall identify the sub-CLIN, per line item, in the detailed bidding sheet tabs, i.e. Labour, Materiel, Travel and Other Direct Costs that are being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.
10. Bidders shall fill the “Materiel” tab of the Bidding Sheets (Annex A) for any Software Component in their proposed solution that is not covered in the Oracle Enterprise License Agreement between Oracle Corporation and NATO, as described in SOW Annex F. The Total Annual Maintenance License costs for these additional components for 5 years after FSA shall be shown in CLIN 3.

4 **ANNEX C – CERTIFICATES**

This page is left blank intentionally

ANNEX C-1

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX C-2

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-3

CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this Request for Quote.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(*Company Name*) has
read and fully understands the requirements of this Request for Quote (RFQ) and
that the Bid recognises these requirements in total.

I also certify to the best of my expert knowledge that this Bid is within the "state
of art" boundaries as they exist at the time of bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6

ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quote No RFQ-CO-14832-JFCB have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

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

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

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

2. These supplemental agreements are listed as follows:

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

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-9

COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS AND GENERAL PROVISIONS

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

.....
.....
.....
.....

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2008 COMPLIANCE

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

A copy of the certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12

LIST OF KEY PERSONNEL WITH SECURITY CLEARANCE INFORMATION

Name	Role	Level of Clearance	Dates of Validity	Certifying Authority	Expected date of release of required Security Clearance
	Site Team Leader				

Expand as necessary

ANNEX C-13
Disclosure of Involvement of Former NCI Agency Employment

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

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

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

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA Position	Current Company Position

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

Excerpt of NCI Agency AD. 05.00, NCIA Code of Conduct dated May 2017.**Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI

Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

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

16 POST EMPLOYMENT MEASURES

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

has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

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

5 ANNEX D – Cross-Reference / Compliance Table

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

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.2		Compliance with Requirements The Bidder shall have provided a copy of Book 1 Annex D (Cross-reference / Compliance Table).	<i>Bidder to complete</i>
3.4.3.1		Project Management/Implementation Plan The Bidder shall have provided an initial implementation plan and schedule which demonstrates that the Bidder has a clear approach and plan to deliver and install the products in scope. The Bidder shall have a Proposal which completes the implementation (scope) of Phase 2.1 within a maximum of 25 Weeks from EDC.	<i>Bidder to complete</i>
	2b	Test Protocol and Planning The Bidder shall have provided a test plan and associated test protocols for installed components and infrastructure, including provision of test results.	<i>Bidder to complete</i>
	2a	Fibre-Optic Components/Parts list The Bidder shall have provided technical specifications, part numbers for all components he proposes to procure.	<i>Bidder to complete</i>
3.4.3.2		Bidder Experience The bidder shall have provided details of three previous projects of similar scope and magnitude to that indicated in the RFQ, Including project /contract references and customer point of Contact with email and telephone numbers.	<i>Bidder to complete</i>
	9b, d	Bidder Qualifications The Bidder shall have provided the names and skill levels of his proposed on-site team, in accordance with the SOW section 9. The proposed installation team foreman shall be identified.	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
2.5.4	7a	Security Clearance The Bidder shall have provided confirmations that all proposed on-site personnel hold NATO Secret PSC at the bid closing date.	<i>Bidder to complete</i>

6 ANNEX E – Clarification Request Forms

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

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

7 ANNEX F – Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 200,000.00 (Two Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Request for Quote RFQ-CO-14832-JFCB dated _____.

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

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

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

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

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

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

4. It is a condition of this letter of credit that the expiry date will be automatically

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

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

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

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

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

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

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

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

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

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

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



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

PROSPECTIVE CONTRACT

RFQ-CO-14832-JFCB

REPLACE FIBRE OPTIC COMPONENTS IN JFC BRUNSSUM

INDEX

1. Signature Page
2. Part I, Schedule of Supplies and Services
3. Part II, Contract Special Provisions
4. Part III, BOA General Contract Provisions¹
5. Part IV, Statement of Work

¹ As per BOA number xxx

NCI Agency PURCHASE ORDER	
1. Original Number ___ of	2. PO Number :
3. Contract Number: RFQ-CO-14832-JFCB	4. Effective date: <i>Same as block 17</i>
5. Contractor:	6. Purchaser: The General Manager NATO Communications and Information Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8282 Fax: +32(0)2 707 87.70
7. CONTRACT SCOPE: This is a Contract for the Replace Fibre Optic Components in JFC Brunssum (to be delivered in accordance with the terms and conditions specified herein.	
8. TOTAL AMOUNT OF CONTRACT : _____ Currency – Excluding VAT Firm Fixed Price	
9. PERIOD OF PERFORMANCE As stated in Schedule of Supplies and Services and Special Provisions	10. DELIVERY SITE As stated in Schedule of Supplies and Services and Special Provisions
11. CONTRACT This Contract consists of the following parts and named documents: <ul style="list-style-type: none"> a) Part I. Schedule of Supplies and Services b) Part II. Special Contract Provisions and Annexes c) Part III. NCI Agency Basic Ordering Agreement General Provisions and Appendix 1, of the Basic Ordering Agreement NCI/BOA/[insert reference] dated [insert date], incorporated herein by reference. d) Part IV. Statement of Work and Annexes e) Contractor's proposal dated [insert date] and subsequent clarifications. f) In the event of any conflict or inconsistencies between or among any of the documents comprising this Contract, the order of priority specified in Clause 2 of Part II shall apply. 	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

PROSPECTIVE CONTRACT

PART I - SCHEDULE OF SUPPLIES AND SERVICES (SSS)

(The bidding sheets submitted by the Contractor will be incorporated as the Schedule of Supplies and Services set in Part I)

SCHEDULE OF SUPPLIES AND SERVICES (TO BE COMPLETED AT CONTRACT AWARD)



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

RFQ-CO-14832-JFCB

REPLACE FIBRE OPTIC COMPONENTS IN JFC BRUNSSUM

BOOK II

PART II - CONTRACT SPECIAL PROVISIONS

Table of Contents

1.	DEFINITIONS.....	1
2.	ORDER OF PRECEDENCE.....	1
3.	SCOPE OF WORK.....	2
4.	FIRM FIXED PRICE.....	2
5.	COMPREHENSION OF CONTRACT AND SPECIFICATIONS.....	2
6.	PLACE AND TERMS OF DELIVERY.....	3
7.	PARTICIPATING COUNTRIES.....	3
8.	INSPECTION AND ACCEPTANCE.....	4
9.	LIQUIDATED DAMAGES.....	4
10.	CHANGES.....	6
11.	APPLICABLE REGULATIONS.....	6
12.	INVOICES AND PAYMENT.....	6
13.	INSURANCES.....	8
14.	CARE AND DILIGENCE OF PROPERTY.....	8
15.	RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT.....	8
16.	WARRANTY.....	9
17.	SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS.....	9
18.	CONTRACT ADMINISTRATION.....	10
19.	SUB-CONTRACTORS.....	11
20.	OWNERSHIP AND TITLE.....	11
21.	SECURITY.....	11
22.	KEY PERSONNEL.....	13
23.	PERSONNEL SECURITY.....	15
24.	CODE OF CONDUCT.....	15
25.	PERFORMANCE GUARANTEE.....	18
26.	COMPREHENSION OF CONTRACT AND SPECIFICATIONS.....	19
27.	NON DISCLOSURE AGREEMENT.....	20
	ANNEX A. ANNEX A: DECLARATION.....	21
	ANNEX B: PERFORMANCE GUARANTEE (TEMPLATE).....	22

PART II – CONTRACT SPECIAL PROVISIONS

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

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

3. SCOPE OF WORK

3.1. The purpose of this Request for Quote (RFQ) is to Replace Fibre Optic Components in JFC Brunssum. The existing fibre optic cabling infrastructure at JFC Brunssum has been implemented using a mixture of different connectors. Approximately half of the connectors are of the 3M Volition, type VF-45, which are soon to be discontinued. The other half has been implemented using the newer LC style connectors. The Project is to replace the old-style Volition connectors with the newer LC

4. FIRM FIXED PRICE

4.1. This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.

4.2. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.

4.3. The Total Contract price is inclusive of all expenses related to the performance of the present contract.

4.4. The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2000).

5. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

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

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

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

- 5.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
 - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 5.4. Notwithstanding Clause 12 (“Changes”) of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

6. PLACE AND TERMS OF DELIVERY

- 6.1. Deliverables under this Contract shall be delivered at such times as set forth in the Schedule of Supplies and Services.

7. PARTICIPATING COUNTRIES

- 7.1. The The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order):
ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVENIA, SLOVAKIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
- 7.2. None of the work, including project design, labour and services, shall be performed other than by firms from and within Participating Countries.
- 7.3. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

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

8. INSPECTION AND ACCEPTANCE

- 8.1. Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that Contract Deliverables are complete or have been performed according to the requirements set in the Contract.
- 8.2. The supplies and services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 8.3. The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 8.4. In accordance with the implementation procedures stated in Section 3 of the SOW, any hardware, software, documentation, or any other Deliverables provided as part of a site installation shall not be subject to Acceptance until Site Activation is satisfactorily completed.
- 8.5. Testing and Acceptance procedures are described in Clause 7 ("Inspection, Acceptance and Rejection") of the BOA General Provisions.

9. LIQUIDATED DAMAGES

- 9.1. If the Contractor fails to:
- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

- b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of Clauses 9.1.a and 9.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in Clause 12 (“Invoices and Payment”) of the Contract Special Provisions.

- 9.2. Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in the paragraph above to an aggregate sum of all delinquent items not to exceed Fifteen Percent (15%) of the total value of the Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 9.3. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 (“Termination for Default”) of the BOA General Provisions. In such event, subject to the provisions of Clause 17 (“Disputes and Arbitration”) of 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 its judgment the findings of fact justify an extension.
- 9.4. In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 (“Termination for Default”) of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 9.5. 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.

10. CHANGES

- 10.1. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, as described in Clause 12 (“Changes”) of the BOA General Provisions.
- 10.2. Except as otherwise provided for in this Contract, prices quoted for the changes, modifications, etc. shall have a minimum validity period of 6 months from submission.

11. APPLICABLE REGULATIONS

- 11.1. The Contractor shall be responsible for obtaining permits or licences to comply with national codes, laws and regulations or local rules and practices of the country of installation with the respect of any works carried out at the designated installation sites stated under this Contract.
- 11.2. The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of installation’s safety provisions.
- 11.3. In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' security Officer

12. INVOICES AND PAYMENT

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

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

- 12.5. The Contractor shall be entitled to submit invoices as shown in Annex D of the Contract Special Provisions.
- 12.6. Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 12.7. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 (“Taxes and Duties”) of the BOA General Provisions.
- 12.8. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 12.9. 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:
- 12.9.1. Contract number CO-14832-JFCB;
 - 12.9.2. Purchase Order number (TBD at Contract Award);
 - 12.9.3. Contract Amendment number (if any);
 - 12.9.4. Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services;
 - 12.9.5. Bank Account details for International wire transfers.
- 12.10. The invoice shall contain the following certificate: *“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”* The certificate shall be signed by a duly authorised company official on the designated original.
- 12.11. Invoices referencing “CO-14832-JFCB/ PO (TBD at Contract Award)” shall be submitted in electronic format to:
accountspayable@ncia.nato.int
- An Electronic copy shall be sent to the Contracting Officer, at the email address specified in Clause 18.6 of the Special Contract Provisions.
- 12.12. NCI Agency will make payment within 60 days of receipt by NCI Agency of a properly prepared and documented invoice.

13. INSURANCES

- 13.1. The Contractor is responsible for providing the necessary insurance for the personnel provided by the Contractor and the equipment as needed in the area of operations and for performing the contract

14. CARE AND DILIGENCE OF PROPERTY

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

15. RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

- 15.1. The Contractor shall inform the personnel provided by the Contractor of the terms of the Contract and the conditions of the working environment.
- 15.2. The Purchaser shall not be responsible for securing work permits, leases nor tax declarations, driving permits, etc., with national or local authorities. The personnel provided by the Contractor under this contract are not eligible for any diplomatic privileges or for NATO employee benefits.

16. WARRANTY

- 16.1. The Contractor shall provide its standard warranty on all material and installed works provided under this Contract. The warranty period shall be **1 Year**, starting from Final System Acceptance.
- 16.2. For this purpose the Contractor shall provide exact warranty conditions and detailed handling instructions, including information of Points of Contact to be contacted in case of a warranty claim.

17. SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 17.1. The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 19 (“Termination for Default”) of the BOA General Provisions hereafter.
- 17.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser.
- 17.3. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.
- 17.4. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject
-------------------	---------------------------------	---------

18. CONTRACT ADMINISTRATION

18.1. The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

18.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

18.3. Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.

18.4. Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.

18.5. All notices and communications shall be effective on receipt.

18.6. Official Points of Contact:

Purchaser	Contractor
NCI Agency	Company
For contractual matters: Attn: Mr Graham Hindle Contracting Assistant Tel: +32 2 707 8857 E-mail: graham.hindle@ncia.nato.int	For contractual matters: Attn: Tel: E-mail:

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

For technical/project management matters: Attn. Mr. David Sparks Tel: +31 70 3743771 E-mail: david.sparks@ncia.nato.int	For technical/project management matters: Attn: Tel: E-mail:
On-site JFCBS CSU POC: Attn: Mr Johan Lammineur Tel: +31 45 526 2103 Email: johan.lammineur@ncia.nato.int	

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

19. SUB-CONTRACTORS

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

19.2. The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.

20. OWNERSHIP AND TITLE

20.1. Ownership and title to all deliverables will pass to the Purchaser upon written notification of acceptance by the Purchaser.

21. SECURITY

21.1. This Article supplements Clause 27 (“Security”) of the BOA General Provisions.

21.2. The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

- 21.3. The security classification of this Contract is “NATO UNCLASSIFIED”.
- 21.4. The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
- 21.5. The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
- 21.6. Contractor and /or Subcontractor personnel visiting or working at Purchaser’s facilities at JFC Brunssum, under this Contract shall hold at the Effective Date of Contract (EDC) a confirmed NATO SECRET security clearance valid for the duration of the Contract.
- 21.7. It shall be the Contractor’s responsibility to obtain the appropriate personnel and facility clearances to the levels stated in the preceding paragraphs and to have such clearances confirmed to the Purchaser by the relevant national security authority for the duration of the Contract in its entirety.
- 21.8. Failure to obtain or maintain the required level of security for Contractor personnel and facilities for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 39 – “Termination for Default” of the Contract General Provisions. The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements
- 21.9. If during the performance of the Contract, Contractor's personnel need to be escorted because of non-availability of the security clearance required by the Site, the Contractor shall pay to the Purchaser a compensatory fee of 500 Euro per day of escort that may be deducted by the Purchaser univocally and at its sole discretion from any invoice submitted and relevant to the performance under this Contract.
- 21.10. In the absence of valid security clearances for the Contractor's personnel during the performance of the Contract, the Purchaser reserves the right to terminate the Contract for Default as per Clause 19 (“Termination for Default”) of the BOA General Provisions.

22. KEY PERSONNEL

22.1. The key personnel proposed by the Contractor in its Project Management Plan and that satisfy the personnel requirements laid down in the SOW are considered to be key to the performance of this Contract and may not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.

22.2. If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.

22.3. The following personnel are considered to be Key Personnel for successful contract performance and are subject to the provisions of this Clause as set forth in the following paragraphs:

Key Personnel	Name
Foreman or team leader working on-site, coordinating and controlling Contractor on-site work teams/individuals, and acting as the point of contact for coordination with CSU Brunssum staff.	

22.4. Under the terms of this Clause, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual’s non-availability (e.g., resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within 10 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser. There should be a 1 week overlap between the old and new Key Personnel.

22.5. Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by the Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.

22.6. In the event of a substitution of any key personnel listed in Clause 22.3 and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:

22.6.1. Full details of professional and educational background;

22.6.2. Evidence that the personnel is qualified in pertinent contract related areas per the SOW.

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

- 22.7. The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted. The Contractor shall endeavour to have an overlap of one week for knowledge transfer in case such a change is requested and approved. The cost of this overlap period shall be borne by the Contractor.
- 22.8. Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of its responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.
- 22.9. After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.
- 22.10. The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present Contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with Clauses 22.8 and 22.9.
- 22.11. In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Clause may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract in accordance with the terms of Clause 19 ("Termination for Default") of the BOA General Provisions.
- 22.12. Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.
- 22.13. The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if

requested official documents destined for distribution during the course of the Contract in English.

- 22.14. The Purchaser may, for just cause, require the Contractor to remove its employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice for default and the remedies to be sought by the Purchaser.
- 22.15. The project shall be run in two phases (see SOW §1.5). It is required that the CPM and CSA cover both phases, thus no change of personnel is envisioned for these two roles between the two phases.

23. Personnel Security

- 23.1. The Contractor shall ensure that all Contractor and Subcontractor personnel that shall work on a NATO site have a valid NS clearance as required by NATO policy. The Contractor shall provide proof that each team member is in possession of a valid NS security clearance prior to Contract Award. Although staff working in the back office do not need clearances, they would need a clearance to access or use any NATO system.
- 23.2. The Contractor shall process all Contractor and Subcontractor personnel through NATO security at JFCB Brunnsom each site, adhering to their procedures for clearances, to obtain security badges for the duration of the on-site activities. Different sites could have different rules and procedures.
- 23.3. The only exemption is for other Contractor staff who would be only visiting as needed, such as Contractor's Contracting Officer or other management staff. These visits would require escorting in the absence of security clearances and as such shall be limited to short meetings at NATO premises.

24. CODE OF CONDUCT

- 24.1. NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 24.2. NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.

- 24.3. NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 24.4. Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 24.5. NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 24.6. NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 24.7. Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.
- 24.8. Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

- 24.9. Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 24.10. Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.
- 24.11. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 24.12. Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 24.13. In addition to Clause 24.12, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the Agency Supervisory Board (ASB).
- 24.14. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 24.15. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 24.16. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 24.17. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

25. PERFORMANCE GUARANTEE

- 25.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the wording of which is provided in the attached Annex B) to the value of ten per cent (10%) of the total contract price. The guarantee, the negotiability of which shall not elapse before the end of the contract period, shall be made payable to the Purchaser and may be in the form of:

- 25.1.1. a certified cheque;
 - 25.1.2. a Standby letter of credit; or
 - 25.1.3. a bank guarantee such as a performance bond or promissory note;
- 25.2. The guarantee shall be subject to the agreement of the Purchaser. Such payment shall be made without question and upon first demand by the Purchaser against a certificate from the Purchaser that the Contractor has not fulfilled its obligations under the Contract.
- 25.3. The performance guarantee shall be subject to Belgian Law and shall be issued by a Belgian bank or a Belgian affiliate of an overseas bank, unless otherwise specified by the Purchaser.
- 25.4. Relief of the performance guarantee shall be granted by the Purchaser in writing upon request by the Contractor at the end of the contract period.
- 25.5. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and period of performance by the Purchaser, for obtaining a commensurate extension and increase in the performance guarantee, the value of which shall not exceed ten per cent (10%) of the total contract price, and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.

26. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 26.1. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications (including drawings) and conditions specified in the contract and that this signature of the contract is an acceptance, without reservations, of the said contract terms within their normal and common meaning.
- 26.2. The specifications set forth the performance requirements for the Contractor's proposed work as called for under this contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

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

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

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

26.4. Notwithstanding the “Changes” clause or any other clause of the contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the fixed price as set forth in this contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

27. NON DISCLOSURE AGREEMENT

27.1. All Contractor and sub-Contractor personnel working at any NATO Organisation/Commands premises or having access to NATO classified / commercial-in-confidence information must certify and sign the Declaration attached hereto at Annex A and provide it to the NCI Agency Contracting Officer prior to the commencement of any performance under this Contract.

ANNEX A. ANNEX A: DECLARATION

We, the undersigned.....(Company) duly represented by (hereinafter “Contractor”) do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-14832-JFCB.

Full name (in block capitals)	Date
_____	_____
	Signature

=====

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 unauthorised person, even within my own company, 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 NCIA or by his designated representative.

That I must not, without the approval of the General Manager of the NCIA, 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-14832-JFCB.

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-14832-JFCB., save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-14832-JFCB., 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 unauthorised hands.

ANNEX B: PERFORMANCE GUARANTEE (TEMPLATE)

"Standby Letter of Credit" as used herein, means a written commitment by a Belgian financial institution or a Belgian affiliate of a non-Belgian financial institution licensed to operate in Belgium, to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit.

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

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

Standby Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Contract No. _____ (for reference only)

To: The NATO Consultation Command and Control Agency
Boulevard Leopold III

B-1110 Brussels, Belgium

1. We hereby establish this Standby Letter of Credit in your favour for one or more drawings up to Euro _____ (€_____). This Standby Letter of Credit is payable at [issuing financial institution's] office at [issuing financial institution's address] and expires with our close of business on _____ (*).

2. We hereby undertake to honour your sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Standby Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Standby Letter of Credit on or before the expiration date or any subsequently extended expiration date specified by an amendment to this Standby Letter of Credit.

3. This Letter of Credit is subject to the laws of The Kingdom of Belgium.

Sincerely,

[Issuing financial institution]

NATO UNCLASSIFIED

-CO-14832-JFCB
Book II - Prospective Contract
Part II – Contract Special Provisions

PROSPECTIVE CONTRACT

PART I - SCHEDULE OF SUPPLIES AND SERVICES (SSS)

(The bidding sheets submitted by the Contractor will be incorporated as the Schedule of Supplies and Services set in Part I)

SCHEDULE OF SUPPLIES AND SERVICES (TO BE COMPLETED AT CONTRACT AWARD)

**A) COMPLETENESS CHECK for
CURRENCY - "OFFER SUMMARY"
TAB**

Currency has been entered for offer **OK**

**B) ACCURACY CHECK #1- OFFER
SUMMARY TOTALS MATCH CLIN
SUMMARY**

Total Fixed Price Base Contract	OK	Delta	0.00
Total Fixed Price Evaluated Option	OK		0.00
Total Fixed Price Non- Evaluated O	OK		0.00

**C) ACCURACY CHECK #2- OFFER
SUMMARY TOTALS MATCH DETAIL
TABS**

Grand Total Offer summary (All CLIN) **OK**

**D) COMPLETENESS CHECK FOR
"CLIN SUMMARY" TAB**

All CLINS have a firm fixed price bid **MISSING PRICING FOR 1 or more CLINS**
 All CLINS have a firm fixed price bid **MISSING PRICING FOR 1 or more CLINS**
 All CLINS have a firm fixed price bid **MISSING PRICING FOR 1 or more CLINS**

**E) COMPLETENESS CHECK FOR
CLIN DETAILS TAB**

Labour	OK
Material	OK
Travel	OK
ODCs	OK

Automated Checks:

This tab is provided only as a **tool** for the bidders to assist in verifying that they have provided the bid currency as required and that the grand totals are accurate and traceable.

Checks do not guarantee that the bid is accurate or traceable and ultimately the bidder is responsible to meet the requirements outlined in the bidding instructions to ensure completeness, accuracy, and traceability.

Bidder is not required to use this automated checks tab, and is not required to ensure all items are "green" but it's highly recommended by the purchaser that this is used as a tool to ensure accuracy and minimize required corrections to the bid

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES
<p>All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data completed in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render your bid as non compliant thus removing yourself from the bidding process.</p> <p>Bidders are REQUIRED to complete the Offer Summary tab, the CLIN Summary tab, as well as the detailed tabs for Labour, Material, ODCs, Travel, and Rates. Note that input cells are colour coded YELLOW in the Offer Summary and the CLIN Summary tab. The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling, and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/etc.) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations of these rates will be requested in pre-contract award from the winning bidder. Note any information found in green throughout the entire document is provided as instructional and/or example only.</p> <p>Any formulas provided in these bidding sheets are provided only to assist the bidder. Any changes in formula can be made at the bidder's discretions, as long as the detailed costs are clear, traceable, and accurate as required. Ultimately the bidder is responsible for ALL values, formulas and calculations with the bidding sheets that are submitted to the Agency.</p> <p>Bids in multiple currencies should follow these instructions:</p> <ul style="list-style-type: none"> -For the Offer Summary Tab bidders must add columns to the right of the current table; two columns "Currency" and "Firm Fixed Price" for each additional currency of the bid. -For the CLIN Summary Tab, Bidders have 2 options: A) Columns may be added to the right of the current table; two columns "Unit Price" and "Total Firm Fixed Price" would be added for each additional currency of the bid B) Bidders may duplicate the CLIN Summary tab for each currency bid. -For the Detailed Tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid.

DETAILED TABs	DESCRIPTION
<p>MATERIAL LABOUR TRAVEL ODCs</p>	<p><i>The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</i></p> <p><i>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</i></p> <p><i>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.</i></p>
<p>Rates</p>	<p><i>As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may chose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.</i></p>

RFQ-CO-14832-JFCB

**REPLACE FIBRE OPTIC COMPONENTS
IN JFC BRUNSSUM**

**Book II, Part IV
STATEMENT OF WORK**



Definitions:

JFCBS CSU POC
JFC Brunssum
NCI Agency

NCI Agency Command Support Unit - Brunssum
Joint Force Command Brunssum
NATO Communication and Information Agency

1. Background

1.1 Under this Statement of Work the Contractor will replace fibre-optic components in JFC Brunssum, to include outlet boxes, patch panels and patch cords. The existing fibre optic cabling infrastructure at JFC Brunssum has been implemented using a mixture of different connectors. Approximately half of the connectors are of the 3M Volition, type VF-45, which have been discontinued. The other half has been implemented using the newer LC style connectors. The Project is to replace all remaining old-style Volition connectors with the LC type.

1.2 NCI Agency CSU Brunssum staff install operate, maintain and support the full range of CIS capabilities for the JFC. The CSU will provide day-to-day direction and oversight for on-site Contractor staff executing this Contract on site, on behalf of JFC Brunssum.

1.3 The work foreseen in this Contract is expected to be executed within office and laboratory environments, including for example IT server rooms. No requirement has been identified likely to require digging, or working in difficult-to-access areas or at height.

2. Scope of Work

2.1 The Contractor shall provide qualified personnel able to accomplish the following tasks:

- a. Supply, install, terminate, connect fibre-optic components, and test final fibre-optic infrastructure using various cable types, materials, connectors and test equipment applicable to the installation requested;
- b. Label all replacement panels and outlets with exactly the same information that was on the old ones;
- c. Provide test protocols and test results including testing of outlets, panels cabling infrastructure for limiting attenuation dB figures. All test plans and test results documentation are to be provided in MS Office or searchable pdf formats and should at least bear the following information:
 - (1) Description of what was measured (cable id, type of cable, cable specs,...)
 - (2) Date and time of the measurement
 - (3) Make, type and settings of the used test equipment

(4) How the measurement was performed

(5) Total length of the cable measured

- d. Assist CSU staff in validating reconnection of all user IT equipment;
- e. Provide warranty of the installation for 2 years on labour and material/equipment installed;

3. Applicable Documents

- a. Project Completion Form - ANNEX A; Form to be used to hand over the installation performed by Contractor after QA has been performed, to the CSU ;

4. Period of Performance

- a. The period of performance will be finalised in consequence of the Contractor's proposal, but the work is expected to be accomplished between January 2019 and June 2019;

5. Location of Work, Security and Constraints

5.1 The Contactor is required to perform the work within the following constraints:

- a. The place where work is to be performed is within the HQ JFC Brunssum site, located at Brunssum in the Netherlands;
- b. The Contractor is required that the personnel fulfilling the work must have a NATO approved security clearance; see " Contractor's personnel qualifications and guidelines" section;
- c. Some of the work (specifically patch panel installations) must be executed within areas of the site which require that Contractor personnel (even if holding requisite security clearance) must be escorted at all times by CSU staff.
- d. Areas where such escorting is required will be identified to the Contractor during the site-survey before start of work (see para 6);
- e. All Contractor personnel will be briefed on the site physical security, safety regulations and emergency services upon arrival in JFC Brunssum to start work;

6. Site Survey

- a. No later than 5 days after the Contract Award, the Contractor will conduct a site survey in coordination with CSU Brunssum. The purpose of the Site survey is to confirm quantities and specifications of all required fibre-optic components, and finalise the implementation plan and schedule.
- b. The CSU will at that time also inform the Contractor of any known future periods when access to the site or part thereof will not be possible;
- c. The Contractor will coordinate with the CSU in planning and scheduling outages of user offices and IT equipments so as to minimise disruption to the JFC staff.

7. Contractor's personnel qualifications and guidelines;

7.1 Contractor or subcontractor personnel fulfilling the works against this Statement of Work shall have:

- a. Security Clearance - a valid, NATO recognized, NS - NATO SECRET security clearance is required throughout the execution of this Statement of Work and it is the responsibility of the Contractor to provide this proof and to obtain the clearance from their national authorities;
- b. Experience in using fibre optic cabling, including:
 - i. Installation, connecting, termination and testing
- c. Knowledge about various types of fibre optic cabling systems and connectors;
 - i. Cables used at JFC Brunssum are: multimode OM2/OM3 50/125 micron and single mode OS1 9 micron;
 - ii. Connectors, patch panels and patch cables to be replaced : 3M Volition, type VF-45;
- d. Experience in using test equipment such as but not limited to:
 - i. Light source and power meter
 - ii. Optical Time Domain Reflectometer (OTDR)
- e. Knowledge of standards on cabling installation/connectors;
- f. Availability: Contractor's personnel assigned to perform the tasks as per this Statement of Work shall be available throughout the delivery.

8. Contractor's responsibility

8.1 All of these tasks detailed below shall be supervised and monitored by the Contractor's personnel and shall be coordinated through CSU Brunssum with all Brunssum entities (such as Engineering Branch, Buildings & Facilities POC, Brunssum Security Officer, etc.).

8.2 Upon the CO's request, the Contractor is required to meet with the CO or his designated representative to assess contractor's performance and address any contractual, financial, administrative issues.

- a. The Contractor shall furnish all labour, supervision, tools, materials, equipment, incidental engineering, transportation, quality control, and management necessary for the execution of the contract.
- b. The Contractor shall manage the total work effort associated herein to ensure fully adequate and timely completion of the projects.
- c. The Contractor shall execute the projects from "cradle to grave" by assuming the following tasks:
 - i. Initial technical visit on site (site-survey) coordinated with the CSU, and confirmation of technical solutions;
 - ii. Planning and tracking of project status;
 - iii. Technical documentation including test results documentation, and material parts lists;
 - iv. Execution of the work, including site works supervision and liaison with the JFC Brunssum entities outlined below;
 - v. Final breakdown of costs upon CO request.

9. Contractor Staff

- a. The Contractor shall provide qualified personnel to execute the required work. This type of personnel will be invoiced at the quoted daily rate for the skill category.
- b. Contractor personnel for executing projects shall be classified in accordance with one of the following categories:

- i. Unskilled - This individual is generally inexperienced and will have received basic instruction and task specific training on the job. Expected tasks would be general labouring, manual handling of equipment and materials, repetitive tasks and assisting skilled tradesmen as required;
 - 1. Fibre optic cabling training obtained by following any commercially available training or accredited school for at least 2 months;
 - ii. Semi-skilled - This individual is generally trained in a specific trade and will be expected to conduct that trade under the supervision of a skilled operative until he becomes experienced (usually time related). Given responsibility for noncritical tasks and gradually allowed more responsibility dependent on performance;
 - iii.
 - 1. Formal training on fibre optic systems or Telecommunication Technician in an accredited school or training centre;
 - iv. Skilled - A time-served, trained and experienced tradesman who has proved himself capable of producing a high standard of work as a member and mentor of the team.
 - v.
 - 1. Formal training on fibre optic systems or Telecommunication Technician in an accredited school or training centre, leading to a minimum of 1 year experience in regards to installation, maintenance, testing and troubleshooting of such systems;
- c. The Contractor shall provide the necessary back-office staff to effectively accomplish its responsibilities under this Contract. To this effect, the Contractor must ensure that an administrative person can be contacted at all times.
- d. To ensure the good coordination/execution/supervision of the contract, the Contractor shall nominate the following key personnel:
- e.
- i. A foreman or team leader working on-site, coordinating and controlling Contractor on-site work teams/individuals, and acting as the point of contact for coordination with CSU Brunssum staff.
 - ii. This person must have good communication skills in English.

- f. On-site personnel shall be dedicated to this project only and shall be available, on site, at all times during JFC Brunssum normal working hours for the duration of the contracted work.
- g. The Contractor shall provide the PM/CSU with a list of proposed Contractor staff, their skill category (para 9b), and a copy of their NATO security clearance.
- h. The Contractor accepts to terminate immediately the duties at Brunssum of any employee whose presence is deemed undesirable by NCI Agency, on the same day that such notification is given by the CO. In no case may NCI Agency be held responsible for the consequences of such a decision.
- i. Contractor's personnel shall be required to sign the daily attendance sheet, detailing arrival and departure hours and performed works.

10. Design

- a. All basic technical preparation and expertise for this project shall be accomplished at the Contractor's expense and be considered as overheads.
- b. All design or technical documents related to the project shall become the property of NCI Agency.

11. Supplies and equipment

- a. The contractor shall provide a list to the PM/ JFCBS CSU POC for assessment of all the equipment and supplies that will be used in the execution of the project.
- b. Based on this assessment the PM/ JFCBS CSU POC will approve or deny the installation and delivery of this equipment and supplies.
- c. In any case, the type of equipment/technology proposed must be compatible with the existing installation and CIS equipment.
- d. All materials and equipment provided by the Contractor will be guaranteed a minimum of two (2) years, spare parts and labour included.
- e. All materials procured under this Contract and unused at time of work completion will be transferred to the CSU.

12. Deliverables and Delivery Schedule

- a. The Contractor shall perform the task as per this Statement of Work during the normal working hours (normal working hours at JFC Brunssum are between 08:00 and 17:00, Fridays between 08:00 and 13:00).
- b. Within one week of the site-survey (see para 6), the Contractor shall provide a refined plan including schedule, implementation and transition plan and testing plan for validation and approval. The schedule and implementation plan shall be at sufficient detail to allow the CSU to schedule by individual office and laboratory, the disconnection & reconnection and test activities for all user equipments in order to minimise disruption to users.
- c. Upon the validation of the plan by the PM/ JFCBS CSU POC, the work shall commence in no later than five (5) working days. If the work contracted requires more planning time (i.e. material ordered requires more time to be delivered), the Contractor shall notify the PM/ JFCBS CSU POC CO and provide the new proposed start date.
- d. The work shall be completed on time, according to the plan drafted by Contractor and agreed with PM/ JFCBS CSU POC.

13. Acceptance Criteria

13.1 The work is considered accepted by COTR when the following conditions are met:

- a.
 - i. Contractor has performed the task according to requirements and on the Schedule Plan proposed and agreed;
 - ii. Contractor informs COTR about completion of work and performs QA/QC;
 - iii. Contractor provides installed parts list;
 - iv. Contractor provides test results according to the agreed test protocol;
 - v. User IT equipments have been reconnected and tested, and verified by CSU;
 - vi. Contractor has fixed discrepancies, if any, found during the QA/QC;

- vii. Contractor, COTR and CSU have signed the "Project Completion form", which will be completed at the time of work completion, and after QA/QC is fulfilled.

14. Monitoring Progress and Compliance

PM/ JFCBS CSU POC and the Contractor shall establish a minimum once per month meeting to verify and discuss any emerged issues, and to review work performed to-date;

- b. All test equipment and/or furniture equipment, necessary to accomplish the work, shall be provided and maintained by the Contractor;
- c. Materials and equipment needed to accomplish tasks (i.e. cables, connectors, panels, test equipment and other related materials) shall be provided and delivered to the place of work by the Contractor;

15. Miscellaneous

- a. Communication between the Contractor and the PM/ JFCBS CSU POC and/or CO shall be made using mainly e-mail; scheduled meetings are also required
- b. CSU shall provide assistance in regard to access to place of the works where possible.