

SUPREME HEADQUARTERS ALLIED POWERS

EUROPE

PROVISION OF NAMIS HARDWARE AND COMMUNICATIONS

INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

IFIP ACO-SH-05-05

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ENCLOSURES TO PART I:

- 1: Compliance Statement
- 2: SHAPE Contractor Registration form
- 3: Price Format
- 4: Mailing Label

INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

1. GENERAL

1.1. The purpose of this Invitation For International Proposals (IFIP) is to award a 5-year contract to implement, lease, and maintain a communications solution for supporting the NATO Meteorological Information System (NAMIS). This communications solution must cover a basic geographical area on a daily basis and be expandable to a worldwide coverage as described in Part III of this IFIP (Special Provisions, Statement Of Objectives, and Performance Work Statement). The intended contract consists of the following four main requirements:

- a. A firm fixed-price requirement for the provision, installation, testing, training, leasing, and maintenance of a complete network to include end-user hardware and communications services required to access NAMIS.
- b. An Indefinite Delivery Indefinite Quantity (ID/IQ) portion of requirements associated with the hardware and communications services needed to expand the geographical area covered by the network.
- c. A time and materials portion of requirements covering the costs of minor repairs for unpredicted accidents and damages caused by SHAPE's agents or otherwise not included within the fixed-price requirement stated above.
- d. Major repairs, system upgrades, and modifications not included in the paragraphs above to be negotiated separately as bilateral contract modifications.

1.2. This IFIP is structured in three Parts as described below:

- Part I (Instructions for the Preparation of Proposals) contains all instructions and forms necessary for the preparation of proposals as well as the description of proposal evaluation and contract award methods.
- Part II (SHAPE General Provisions) lists the SHAPE standard provisions that will apply to the intended contract.
- Part III (Special Provisions, Statement Of Objectives, and Performance Work Statement) contains specific information about the goals of this contract action and the performance requirements to be satisfied by the eventual contractor. The information provided in Part III must be used, by Bidders, to develop the technical proposal, the Integrated Master Schedule, the Service Level Agreement, and other documents supporting and defining Bidders proposed effort.

2. DEFINITIONS

2.1. The term "Prospective Bidder" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFIP, and has indicated thereon its intention, without commitment, to participate in the bidding.

- 2.2. The term "Bidder" shall refer to the bidding entity that has submitted a proposal in response to this IFIP.
- 2.3. The term "Contractor" shall refer to the bidder to whom the contract is awarded.
- 2.4. The term "Contracting Officer" designates the official executing this request for proposals on behalf of the NATO Supreme Headquarters Allied Powers Europe (SHAPE).
- 2.5. The term "days" as used in this IFIP shall, unless otherwise stated, be interpreted as meaning calendar days.
- 2.6. The term "NATO" shall refer to the North Atlantic Treaty Organisation.
- 2.7. The term "ACO" shall refer to the Allied Command for Operations.
- 2.8. The term "SHAPE" shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium.
- 2.9. The term "NAMIS" shall refer to NATO Meteorological Information System.
- 2.10. The term "PWS" shall refer to Performance Work Statement.
- 2.11. The term "SLA" shall refer to Service Level Agreement.
- 2.12. The term "SOO" shall refer to Statement Of Objectives.

3. ELIGIBILITY

This IFIP is open to proposals from firms established in NATO member nations, and working on the field of information technology, broadcasting, and telecommunications services. Bidders must be legally authorised to operate, at the time of bidding, this kind of enterprise in any of the stated countries. Also, bidders must comply with the following minimum requirements:

Having performed at least **three contracts within the last three years** substantially similar in scope to the requirements described in this solicitation.

4. AMENDMENT OR CANCELLATION OF IFIP

SHAPE reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFIP prior to the date set for the proposal closing. An amendment or amendments to this IFIP will announce such action.

SHAPE reserves the right to cancel, at any time, this IFIP partially or in its entirety. No legal liability on the part of SHAPE for payment of any sort shall arise and in no event will a cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a proposal in response hereto. All effort initiated or undertaken by the bidder shall be done considering and

accepting this fact. If this IFIP is cancelled prior to the proposal opening, the proposals already received will be returned un-opened to the senders upon their request.

5. EXTENSION OF PROPOSAL CLOSING DATE

Any bidder may request directly to the SHAPE Contracting Officer an extension of the proposal closing date. However, the request must reach the Contracting Officer, in writing (facsimile is acceptable), not later than 15 calendar days prior to the proposal closing date and must include a strong justification for the request. The SHAPE Contracting Officer may, at his/her own discretion, grant an extension of the proposal closing date.

6. COMPLIANCE STATEMENT

Bidders' proposals must be based on maximum compliance with the terms, conditions, and requirements of the IFIP and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details, provided that the functional and performance requirements are fully satisfied.

The bidder shall include in its proposal the compliance statement at Enclosure 1. The bidder shall list thereon, when applicable, all deviations from the provisions of the intended Contract. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

7. PERFORMANCE START DATE

The eventual contractor must start performance of work under the contract so as to guarantee full operational availability of communications services and hardware at all sites listed in Exhibit 2 of the PWS not later than July 1, 2006.

8. DURATION OF THE CONTRACT

The contract awarded through this IFIP will be effective from the date of last signature by the Parties, and it will be in force until December 31, 2010, with the possibility of up to **two six-month extension options**. The Contracting Officer will provide notice of extension in writing no later than 15 days before the expiration date of the contract or subsequent extensions (if any).

9. EXEMPTION FROM TAXES

According to the NATO / SHAPE agreements, goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders will enclose the list and the amounts of taxes, duties and similar charges which have been included in their proposal, with a justification.

10. CONTENTS OF PROPOSAL

The proposal shall consist of the following minimum **paper documents and electronic media**:

- (1) A **table of contents** for the entire proposal.
- (2) Bidder's name, address, Point Of Contact, phone and fax numbers, e-mail address, and Internet site.
- (3) **Compliance Statement** for the intended contract (Enclosure 1 hereto)
- (4) If this is the first time the Bidder does business with SHAPE, a **SHAPE Contractor Registration form** must be submitted (Enclosure 2 hereto)
- (5) List of performance data of at least **three contracts/agreements**, performed within the **last three years**, substantially similar in scope to the requirements described in this solicitation. The list must specify for each contract/agreement the following details:
 - Reference of the contract (if any)
 - Contract effective date.
 - Date completed
 - Description of work/services
 - Contract value
 - Customer
 - **Customer Point Of Contact (POC) for verification purposes, specifying name, telephone, and fax.**
- (6) List of **Sub-Contractors** - specifying area of work - which the Bidder proposes to use for the performance of the contract.
- (7) List of **key technical personnel** proposed for the performance of the contract (i.e., both installation and follow-on maintenance). Bidders must specify name, nationality, qualification, and intended position of the proposed personnel.
- (8) **Resumes of bidder's key personnel.** Resumes submitted must show that personnel possess the educational background, and experience required to perform their tasks as established in this solicitation. Copies of certificates of relevant education must be attached to the resumes.
- (9) **Labour contracts or letters of commitment** for the proposed key personnel. These documents must show the commitment of employees to keep working for the bidder for the whole duration of the contract, in case this is awarded to the bidder.
- (10) **Specification of the communications architecture.** Technical and operational specification of the various elements, which conform the proposed communications solution specifying the performance, capability, location, and salient technical and operational characteristics of each element. This document will also include a network diagram, a detailed list of equipment, and the limits of the geographical area covered by the network.
- (11) Detailed technical and operational **specification** of the various elements that conform the **end-user hardware** for both static and portable systems.

- (12) **Integrated master schedule** for the implementation phase covering materials planning, installation, testing, turnkey delivery, and training. The schedule must show relevant phases and milestones. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the progress of work at any given time.
- (13) The **testing protocol** describing how the bidder intends to test the operation of the network once installation is completed.
- (14) Outline of the proposed **help-desk support**, and **preventive and corrective maintenance plans** for end-user hardware and communications services. This information can be submitted as part of the SLA stated below.
- (15) Outline of the **training package** described in the PWS.
- (16) Outline of the **Quality Control Plan for the services** to be provided under the contract.
- (17) **Proposed SLA** to comply with the performance requirements established in the PWS. This document must establish the various service levels applicable to the eventual contract, the corresponding metrics, the procedures to be followed in case of failures and changes of configuration, operational procedures regarding the use of the helpdesk and escalation management, the scope of services, the obligations of the customer, remedies, other operational procedures, and applicable definitions.
- (18) **Price Proposal.** The Price Proposal shall be submitted on the attached PRICE FORMAT (Enclosure 3) or a similar format. Although **bidders are authorised to adapt the format according to their needs**, they must keep in mind that basic presentation must not change. Bidders can supplement the price format with additional price schedules if considered necessary. **Bidders must note that partial bidding is not authorised.**
- (19) Technical information, including all descriptive material necessary for proposal evaluation, such as illustrations, drawings, layouts, statistics, calculations, and other information as appropriate for a technical evaluation to determine whether Bidder's proposed terms and conditions comply with all the requirements of the IFIP. Information submitted under this paragraph shall not exceed 15 DIN-A4 pages printed on both sides.
- (20) A **CD-ROM** containing an electronic copy of all the documentation listed above.

11. **RESTRICTION ON DISCLOSURE AND USE OF DATA**

Bidders that include in their proposals data that they do not want disclosed to the public for any purpose, or used by SHAPE except for evaluation purposes, must:

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside NATO and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Bidder as a result of -- or in connection with -- the submission of this data, SHAPE shall have the right to duplicate, use, or

disclose the data to the extent provided in the resulting contract. This restriction does not limit SHAPE's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

12. PROPOSAL SUBMISSION

12.1. The whole proposal shall be written in English.

12.2. Proposals shall be submitted inside a single sealed envelope. The envelope will be marked "Proposal to IFIP ACO-SH-05-05". The envelope will be placed in another (exterior) envelope or box on which will be glued the mailing label found on Enclosure 4 to these Instructions.

12.3. Proposals may be submitted by mail, courier or hand-carried. Proposals hand-carried to SHAPE or delivered on site by commercial courier and parcel-delivery companies must be packed and labelled as indicated in paragraph above. SHAPE is located near MONS, in the South of Belgium, on the villages of Casteau and Maisières. Packages are to be handed over to a representative of the SHAPE CONTRACT SECTION in Building 239 in the SHAPE Industrial Area (SHAPE telephones: 4152 or 4282) and this on working days between 09.00 to 11.45 hrs and 13.30 to 16.30 hrs. The time and date the proposal is handed over will be recorded on the envelope or package and the delivery agent will be requested to sign the date/time endorsement, signifying his agreement as to its accuracy.

12.4. To reach SHAPE:

Take exit Nr. 23 on E 19 (Brussels-Paris), near MONS, follow the "SHAPE" sign on the "Chaussée de Bruxelles". Enter SHAPE compound through the "BERLIN GATE". Report to Building 239.

13. LATE PROPOSALS

The bidder must make every effort to ensure that his proposal or subsequent modifications reach SHAPE before or on the exact date and time set for the proposal closing. Any Proposal received after this time is considered a late proposal. Late proposals shall be considered only before the Contract has been awarded and on condition that their failure to arrive on time is solely the result of:

- A delay in the government channels, i.e., governmental courier service or mail for which the bidder was not responsible. However the proposal should have been sent not later than five (5) calendar days before the proposal closing, by Registered Mail or by Certified Mail, for which an official Post Office date stamp or the receipt for certification has been obtained. Note: commercial courier or parcel-delivery companies are not considered to be government channels.
- Mishandling by SHAPE personnel upon or after receipt.

14. PROPOSAL WITHDRAWAL

Proposals may be withdrawn by written notice to the SHAPE Contracting Officer at any time before award.

15. PROPOSAL CLOSING DATE

Proposals must be received at SHAPE not later than 12.00 hours (noon, Central European Time) on the date indicated on the transmittal letter of this IFIP, or the authorised extension thereof. At that time and date bidding will be closed.

16. PROPOSAL VALIDITY

Proposals submitted shall remain valid for a period of sixty (60) calendar days counted from the proposal closing date. SHAPE reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity; SHAPE will automatically consider a denial as a withdrawal of the proposal.

17. PROPOSAL EVALUATION

17.1. The evaluation of Proposals and the determination as to the responsiveness and technical adequacy of the services, products and materials offered shall be the responsibility of SHAPE and shall be based on information provided by bidders. SHAPE will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the proposal. SHAPE may waive informalities and minor irregularities in proposals received.

17.2. Proposals will be evaluated under the following factors and sub-factors:

(1) Price;

(2) Technical and management approach, consisting of:

(2.1) Compliance with installation, performance, personnel, and training requirements (pass or fail). Proposals must satisfy the minimum requirements established in the solicitation to be considered for award.

(2.2) Quality and capabilities associated with the proposed communications architecture. Evaluation of network availability, data speed, expandability, survivability, upgradeability, security, billing flexibility, compatibility/integration with NATO communications systems, and other features associated with the quality of the proposed communications network.

(2.3) Quality of proposed end-user hardware. Assessment of the ease of operation and installation, connectivity, reliability, ruggedness, upgradeability, performance, documentation, and other aspects associated with the quality of the end-user hardware.

(2.4) Quality of proposed technical support. Evaluation of help-desk availability, service levels, remedies, documentation, fault diagnosis capabilities, performance monitoring capabilities, maintenance concept, and other features associated with the proposed technical support.

(3) Bidder's risk, consisting of:

(3.1.) Bidder's eligibility and responsibility (pass or fail). Bidders must fulfil the eligibility requirements established in the solicitation, and be declared responsible by the Contracting Officer, to be considered for award.

(3.2.) Past performance on recent and relevant contracts. Evaluation of Bidder's experience and reliability based on the references provided.

17.3. For the purpose of price comparison all prices will be converted into EURO on the basis of the average official commercial buying and selling exchange rates of the BANQUE NATIONALE DE BELGIQUE at close of business of the last working day preceding the proposal closing date.

17.4. For award purposes, Bidders must note that the relative importance of evaluation factors and sub factors will be as follows:

- Sub factor (2.2.) is more important than sub factor (2.3.) and strongly more important than sub factor (2.4.)
- Sub factor (2.3.) is more important than sub factor (2.4.)
- Technical and management approach factor will be strongly more important than the Bidder's risk factor
- Price will be more important than non-cost factors considered together

18. AWARD

18.1. SHAPE Contract Award Committee (CAC) will award the contract to the responsible Bidder whose conforming proposal **represents the best value** after evaluation in accordance with the factors and sub-factors in the solicitation.

18.2. SHAPE intends to evaluate proposals and award a contract without discussions with Bidders (except clarifications as described in paragraph 19 below). Therefore, the **Bidder's initial proposal should contain the Bidder's best terms** from a cost or price and technical standpoint. SHAPE reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

18.3. SHAPE may reject any or all proposals if such action is in SHAPE's interest. Exchanges with Bidders after receipt of a proposal do not constitute a rejection or counteroffer by SHAPE.

18.4. SHAPE may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the CAC determines that the lack of balance poses an unacceptable risk to SHAPE.

18.5. A written award or acceptance of proposal mailed or otherwise furnished to the successful Bidder within the time specified in the proposal shall result in a binding contract without further action by either party.

18.6. SHAPE may disclose the following information in post-award debriefings to other Bidders:

- (i) The overall evaluated cost or price and technical rating of the successful Bidder;
- (ii) The overall ranking of all Bidders, when any ranking was developed by SHAPE during source selection; and
- (iii) A summary of the rationale for award

19. CLARIFICATION OF PROPOSALS

During the entire proposal evaluation process SHAPE reserves the right to discuss any proposal with the bidders in order to clarify what is being offered and to highlight any weaknesses or any potential areas of non-compliance.

20. COMMUNICATION AND CONTACT FOR CLARIFICATION

20.1. COMMUNICATIONS

Any communication related to this IFIP, between a prospective bidder or a bidder and SHAPE shall only be through the SHAPE Contracting Officer in the first instance. Designated SHAPE personnel will assist the Contracting Officer in the administration of this IFIP. **There must be no contact with other SHAPE personnel.** This is to maintain all bidders on equal and competitive footing.

20.2. BIDDERS REQUEST FOR CLARIFICATION

Prospective bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFIP, clauses, specifications etc., must be requested in writing (letter or facsimile) from the Contracting Officer. **The Contracting Officer must receive such requests for clarification not later than 28 calendar days before the proposal closing date.**

Information given to a prospective bidder will be furnished to all prospective bidders, as an amendment to this IFIP, only if such information is necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bidders. Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer.

20.3 POINTS OF CONTACT:

Mr. Paul Buades, Contracting Officer
ACO Head of Contracts
Telephone: +32 - (0)65 - 44.39.19

Facsimile: + 32 –(0)65 – 44.35.41

Email address: paul.buades@shape.nato.int

Mr. Javier Carrasco, Contracting Officer

Head, Contract Management Section

Telephone: +32 - (0)65 - 44.22.40

Facsimile: + 32 –(0)65 – 44.35.42

Email address: javier.carrasco@shape.nato.int

All correspondence will be forwarded to:

**PURCHASING AND CONTRACTING BRANCH
IFIP ACO-SH- 05-05
POST BOX No. 1
7010 SHAPE
BELGIUM**

COMPLIANCE STATEMENT

It is hereby stated that we have read and understand all documentation issued as part of **IFIP ACO-SH-05-05**. Our proposal submitted in response to the referred solicitation is fully compliant with the provisions of the IFIP and the intended contract with the following exception(s):

<u>Clause</u>	<u>Description of Deviation</u>
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Date	:
Signature	:
Name & Title	:
Company	:
Proposal Reference	:

Enclosure 2



SUPREME HEADQUARTERS ALLIED POWERS EUROPE
PURCHASING & CONTRACTING BRANCH
BUDGET & FINANCE DIVISION
7010, SHAPE BELGIUM



SHAPE Contractor Registration

(*) = Mandatory field. Data must be entered for registration to be complete.

A) General Information

DUNS Number¹ (*): CAGE Code²: Tax ID³ (* If in EU):
 Legal Business Name (*):
 Doing Business As (DBA Name):
 Corporate Web Page URL (Company website address)⁴:
 Physical Address (*):
 City (*): Zip/Postal Code (*): Country (*):
 Mailing Address (*): Check if same as physical address
 Business Name (*):
 Mailing Address (PO Box is acceptable) (*):
 City (*): Zip/Postal Code (*): Country (*):
 Business Start Date (*): (DD/MM/yyyy) Number of Employees (*):
 Annual Revenue (*):

B) Goods and Services:

UNSPS Codes (*) United Nations Standard Products and Services Codes identify what type of activity your business performs (2 to 8 digit numeric). Search on <http://www.unspsc.org/>. At least one UNSPS code will be required for registration.

UNSPS Code: UNSPS Code: UNSPS Code:
 UNSPS Code: UNSPS Code: UNSPS Code:

¹ Data universal Numbering System (DUNS) – Call Dun & Bradstreet at <http://www.dnb.com/> if unsure.

² NATO manufacturer identification code, if available.

³ VAT number mandatory for EU firms and independent contractors.

⁴ Example: <http://www.example.com> or <http://example.com>

C) Corporate Information

Type of Organization⁵ (*):

Incorporation (* if you selected "corporate entity" as type of organization):

Country of Incorporation:

D) Registration Acknowledgement and Points Of Contact (POC)

Primary POC (*):

Name:

Position:

Address:

City:

Zip Code:

Country:

Phone:

Fax:

E-mail:

Alternate POC:

Name:

Position:

Address:

City:

Zip Code:

Country:

Phone:

Fax:

E-mail:

Note: The Registrant acknowledges that the information provided is current, accurate, and complete.

For registration assistance call +32(0)65-442240 or +32(0)65-444614, E-mail address steven.bostoan@shape.nato.int

⁵ Chose one among the following types: Corporate Entity/Sole Proprietorship/Governmental Entity/NATO Entity/Partnership

Enclosure 3

IFIP ACO SH-05-05 PRICE PROPOSAL

Mr. _____ on behalf of the firm _____ offers to provide SHAPE with the goods and services (collectively referred as “ITEMS”) set forth herein, subject to the provisions, terms and conditions stated in the referred IFIP and this proposal.

A) Prices for work and services to be performed during the base period.**a. Firm Fixed-Price requirements.**

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Quantity</i>	<i>Total Price</i>
A001	Delivery, installation, testing, and eventual removal of end-user hardware at SHAPE (BE)		Each	1	
A002	Delivery, installation, testing, and eventual removal of end-user hardware at JFC Brunssum (NL)		Each	1	
A003	Delivery, installation, testing, and eventual removal of end-user hardware at HQ Northwood (UK)		Each	1	
A004	Delivery, installation, testing, and eventual removal of end-user hardware at HQ Heidelberg (GE)		Each	1	
A005	Delivery, installation, testing, and eventual removal of end-user hardware at HQ Ramstein (GE)		Each	1	
A006	Delivery, installation, testing, and eventual removal of end-user hardware at JFC Naples (IT)		Each	1	
A007	Delivery, installation, testing, and eventual removal of end-user hardware at HQ Lisbon (PO)		Each	1	
A008	Delivery, installation, testing, and eventual removal of end-user hardware at HQ Madrid (SP)		Each	1	
A009	Delivery, installation, testing, and eventual removal of end-user hardware at HQ Izmir (TU)		Each	1	
A010	Delivery, installation, testing, and eventual removal of end-user hardware at CAOC Poggio (IT)		Each	1	
A011	Delivery, installation, testing, and eventual removal of end-user hardware at CAOC Larisaa (GR)		Each	1	
A012	Delivery, installation, testing, and eventual removal of end-user hardware at CAOC Uedem (GE)		Each	1	
A013	Delivery, installation, testing, and eventual removal of end-user hardware at CAOC Finderup (DA)		Each	1	
A014	Delivery, installation, testing, and eventual removal of end-user hardware at NAEW Geilenkirchen (GE)		Each	1	
A015	Delivery, installation, testing, and eventual removal of end-user hardware at EUROCORPS - Strasbourg (FR)		Each	1	

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Quantity</i>	<i>Total Price</i>
A016	Delivery, installation, testing, and eventual removal of end-user hardware at ARCC - Rheindahlen (GE)		Each	1	
A017	Delivery, installation, testing, and eventual removal of end-user hardware at GE/NL CORPS - Munster (GE)		Each	1	
A018	Delivery, installation, testing, and eventual removal of end-user hardware at CBRN BATTALION - Ramstein (GE)		Each	1	
A019	Delivery, installation, testing, and eventual removal of end-user hardware at KFOR and EUFOR – Pristina (KO)		Each	1	
A020	Delivery, installation, testing, and eventual removal of end-user hardware at ISAF- Kabul (AF)		Each	1	
A021	Delivery, installation, testing, and eventual removal of end-user hardware at BGIO – Traben-Trarbach (GE)		Each	1	
A022	Delivery, installation, testing, and eventual removal of end-user hardware at DNMI - Oslo (NO)		Each	1	
A023	Delivery, installation, testing, and eventual removal of end-user hardware at IWS - Rome (IT)		Each	1	
A024	Delivery, installation, testing, and eventual removal of end-user hardware at Greek MoD - Athens (GR)		Each	1	
A025	Delivery, installation, testing, and eventual removal of end-user hardware at TMS - Ankara (TU)		Each	1	
A026	Lease and technical support of static end-user hardware. Unit price per system-month.		System-Month	648	
A027	Lease and technical support of mobile end-user hardware. Unit price per system-month.		System-Month	1188	
A028	Communications services for all sites stated in PWS Exhibit 2. Total monthly price.		Month	54	
A029	Training at Contractor's facilities (PWS, paragraph 9.6.b)		Each	5	
TOTAL					

b. ID/IQ requirements.

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Estimated Quantity</i>	<i>Total Price</i>
A030	Additional static end-user hardware (1-year lease)		System - Year	1	
A031	Additional static end-user hardware (2-year lease)		System - Year	2	
A032	Additional static end-user hardware (3-year lease)		System - Year	3	
A033	Additional static end-user hardware (4-year lease)		System - Year	4	
A034	Additional static end-user hardware (5-year lease)		System - Year	5	
A035	Additional mobile end-user hardware (1-year lease)		System - Year	1	
A036	Additional mobile end-user hardware (2-year lease)		System - Year	2	
A037	Additional mobile end-user hardware (3-year lease)		System- Year	3	
A038	Additional mobile end-user hardware (4-year lease)		System- Year	4	
A039	Additional mobile end-user hardware (5-year lease)		System- Year	5	
A040	Telecommunications senior engineer labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
A041	Telecommunications senior technician labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
A042	Telecommunications junior engineer labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
A043	Telecommunications junior technician labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
A044	Expanded communications services to cover one additional theatre area outside the basic geographic area defined in paragraph 2.1. of the SOO		Each	1	
A045	Expanded communications services to cover two additional theatre areas outside the basic geographic area defined in SOO, paragraph 2.1.		Each	1	
A046	Expanded communications services to cover three additional theatre areas outside the basic geographic area defined in SOO, paragraph 2.1.		Each	1	

TOTAL	
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B) Prices for work and services to be performed during the first six-month extension option

a. Firm Fixed-Price requirements.

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Quantity</i>	<i>Total Price</i>
B001	Lease and technical support of static end-user hardware. Unit price per system-month.		System-Month	72	
B002	Lease and technical support of mobile end-user hardware. Unit price per system-month.		System-Month	132	
B003	Communications services for all sites stated in PWS Exhibit 2. Total monthly price.		Month	6	

TOTAL	
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b. ID/IQ requirements.

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Estimated Quantity</i>	<i>Total Price</i>
B004	Additional static end-user hardware (1-year lease)		System - Year	1	
B005	Additional static end-user hardware (2-year lease)		System - Year	2	
B006	Additional static end-user hardware (3-year lease)		System - Year	3	
B007	Additional static end-user hardware (4-year lease)		System - Year	4	
B008	Additional static end-user hardware (5-year lease)		System - Year	5	
B009	Additional mobile end-user hardware (1-year lease)		System - Year	1	
B010	Additional mobile end-user hardware (2-year lease)		System - Year	2	
B011	Additional mobile end-user hardware (3-year lease)		System - Year	3	

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Estimated Quantity</i>	<i>Total Price</i>
B012	Additional mobile end-user hardware (4-year lease)		System-Year	4	
B013	Additional mobile end-user hardware (5-year lease)		System-Year	5	
B014	Telecommunications senior engineer labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man-Hour	1	
B015	Telecommunications senior technician labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man-Hour	1	
B016	Telecommunications junior engineer labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man-Hour	1	
B017	Telecommunications junior technician labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man-Hour	1	
B018	Expanded communications services to cover one additional theatre area outside the basic geographic area defined in paragraph 2.1. of the SOO		Each	1	
B019	Expanded communications services to cover two additional theatre areas outside the basic geographic area defined in SOO, paragraph 2.1.		Each	1	
B020	Expanded communications services to cover three additional theatre areas outside the basic geographic area defined in SOO, paragraph 2.1.		Each	1	

TOTAL					
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C) Prices for work and services to be performed during the second six-month extension option

c. Firm Fixed-Price requirements.

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Quantity</i>	<i>Total Price</i>
C001	Lease and technical support of static end-user hardware. Unit price per system-month.		System-Month	72	
C002	Lease and technical support of mobile end-user hardware. Unit price per system-month.		System-Month	132	
C003	Communications services for all sites stated in PWS Exhibit 2. Total monthly price.		Month	6	

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Quantity</i>	<i>Total Price</i>
C004	Training at Contractor's facilities (PWS, paragraph 9.6.b)		Each	1	

d. ID/IQ requirements.

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Estimated Quantity</i>	<i>Total Price</i>
C005	Additional static end-user hardware (1-year lease)		System - Year	1	
C006	Additional static end-user hardware (2-year lease)		System - Year	2	
C007	Additional static end-user hardware (3-year lease)		System - Year	3	
C008	Additional static end-user hardware (4-year lease)		System - Year	4	
C009	Additional static end-user hardware (5-year lease)		System - Year	5	
C010	Additional mobile end-user hardware (1-year lease)		System - Year	1	
C011	Additional mobile end-user hardware (2-year lease)		System - Year	2	
C012	Additional mobile end-user hardware (3-year lease)		System- Year	3	
C013	Additional mobile end-user hardware (4-year lease)		System- Year	4	
C014	Additional mobile end-user hardware (5-year lease)		System- Year	5	
C015	Telecommunications senior engineer labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
C016	Telecommunications senior technician labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
C017	Telecommunications junior engineer labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	
C018	Telecommunications junior technician labour-rate for time & materials services performed under paragraph 9.5 of PWS		Man- Hour	1	

<i>Line Item Number</i>	<i>ITEMS</i>	<i>Currency (_____)</i>			
		<i>Unit Price</i>	<i>Unit of Issue</i>	<i>Estimated Quantity</i>	<i>Total Price</i>
C019	Expanded communications services to cover one additional theatre area outside the basic geographic area defined in paragraph 2.1. of the SOO		Each	1	
C020	Expanded communications services to cover two additional theatre areas outside the basic geographic area defined in SOO, paragraph 2.1.		Each	1	
C021	Expanded communications services to cover three additional theatre areas outside the basic geographic area defined in SOO, paragraph 2.1.		Each	1	
TOTAL					

(Bidder's Signature)

(Date)

Enclosure 4

(The label below is to be completed by the bidder and affixed/glued to the exterior envelope or parcel with which the Proposal Packages are mailed to SHAPE)

(Cut along the lines)

<p>PROPOSAL TO IFIP ACO-SH-05-05 To be opened by the Contract Award Committee (CAC) only</p>	
<p>SENDER:</p>	<p>.....</p>
<p>TO: SHAPE PURCHASING AND CONTRACTING BRANCH POST BOX No 1 7010 SHAPE BELGIUM</p>	

SUPREME HEADQUARTERS ALLIED POWERS

EUROPE

PROVISION OF NAMIS HARDWARE AND COMMUNICATIONS

PART II

GENERAL PROVISIONS

IFIP ACO-SH-05-05

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PART II GENERAL PROVISIONS

1. DEFINITIONS.

As used throughout this contract, the following terms shall have meanings as set forth below:

- a. “SHAPE” means the Supreme Headquarters Allied Powers Europe, located at B-7010 SHAPE, Belgium.
- b. “Contracting Officer” or “Purchasing & Contracting Officer” or “P&C” means the person executing and managing this contract on behalf of SHAPE. Only duly designated Contracting Officers have the authority to obligate SHAPE
- c. “Contracting Officer Representative” or “COR” or “Inspector” means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
- d. “North Atlantic Treaty Organisation” is hereafter referred to as “NATO”.
- e. “Days” shall be interpreted as meaning calendar days.
- f. “Contractor” means the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it.

2. APPLICABLE LAW

Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the Civil Law of the Kingdom of Belgium. When performing at NATO Installations the Contractor and his personnel (including also the sub-contractor’s personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and local installation Directives.

3. ORDER OF PRECEDENCE

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:

- 1st The Part I of the Contract
- 2nd The Special Provisions and Statement Of Work (Part III).
- 3th These General Provisions (Part II).
- 4th The Contractor’s Proposal accepted by SHAPE.

The above documents form entire part of the contract.

4. AUTHORITY

Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer.

5. CONTRACTOR STATUS

The Contractor’s status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (and its personnel) nor Sub-contractors shall be considered in any respect as being employees, servants or agents of NATO.

6. SUB-CONTRACTS

6.1. The Contractor may place, and shall be responsible for the administration and performance of, all sub-contracts that it deems necessary to meet the requirements of this Contract in full. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to the Sub-contractor's personnel to be employed at SHAPE, as stated in the Clause titled "EMPLOYEES" herein.

6.2. Even if a sub-contract is placed, the Contractor remains responsible to SHAPE for all obligations it assumes under this Contract.

6.3. Sub-contractors shall be limited to persons and firms of member nations of NATO, unless specifically authorised by the Contracting Officer.

6.4. The Sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the Contract, at no cost to SHAPE.

6.5. Cancellation of the present Contract shall automatically terminate all sub-contracts, unless agreed otherwise between SHAPE and the Sub-contractors.

7. SECURITY.

7.1. The Contractor shall comply with all security requirements prescribed by SHAPE and the National Security Authority or designated security Agency of Belgium.

7.2. The Contractor is responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the Contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the Contract, or any information it may become privy to. It undertakes not to pass on such information or to use it for any purpose whatsoever. To this effect, all Contractor personnel employed at SHAPE shall be required to sign a non-disclosure statement.

7.3. Any known or suspected breaches of security or other matters of security significance shall be immediately reported by the Contractor to the Contracting Officer, SHAPE Security Officer and to the National Security Authority or designated security Agency of Belgium.

7.4. The Contractor ensures that its employees are informed that they may be searched when they enter or leave SHAPE's premises.

7.5. The Contractor shall place the Sub-contractor, if any, under security obligations no less stringent than those applied to its own Contract.

7.6. The Contractor undertakes to provide SHAPE Security office with an information sheet on all its employees, before they take up their duties, using the form provided by that office.

7.7. The Contractor accepts to terminate immediately the duties at SHAPE of any employee whose presence is deemed undesirable by SHAPE on the same day that such notification is given by the Contracting Officer or SHAPE Security Officer, without SHAPE being required to state the reasons. Furthermore, in no case may SHAPE be held responsible for the consequences of such a decision.

8. AUTHORISATION TO PERFORM.

The Contractor warrants that it and its Sub-contractors have been duly authorised to provide the required services and do business in Belgium. That it and its Sub-contractors have obtained or will obtain all necessary licenses and permits required in connection with the Contract. That it and its Sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of Belgium during the performance of this Contract. And that no claim for additional moneys with respect to any authorisations to perform will be made upon SHAPE.

9. RESPONSIBILITY.

The Contractor shall be responsible for the execution of all terms of this Contract. It may not delegate its rights or transfer its obligations without the prior permission of the Contracting Officer.

10. ASSIGNMENT OF CLAIM.

No assignment of claim will be made by the Contractor without prior written authorisation from the Contracting Officer.

11. PROTECTION AND INDEMNIFICATION OF SHAPE.

11.1. The Contractor shall at all times hold SHAPE, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the Contractor, its agents, representatives, employees or Sub-contractors.

11.2. The Contractor shall indemnify and hold SHAPE harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of SHAPE furnished property, including facilities and utilities.

11.3. The Contractor shall pay compensation for all damage occurring to any SHAPE's property, facilities and utilities, occasioned by the Contractor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on SHAPE's premises in connection with the Contract.

11.4. All property of the Contractor while at SHAPE's premises shall be at the risk of the Contractor, and SHAPE shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of SHAPE's agents, representatives or employees.

12. HEALTH, SAFETY AND ACCIDENT PREVENTION.

12.1. The Contractor shall comply with the European Union, Belgian Laws and Regulations on safety at work and with the Regulations in force with regard to health protection, safety and hygiene.

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

12.3. At any time, SHAPE Safety Officer and Belgian labour inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

13. EMPLOYEES.

13.1. The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all Belgian Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel. Regarding this, the Contractor will be required to provide a copy of the employment contracts of those personnel.

13.2. Privileges and Immunities extended to SHAPE personnel are an exclusive right and as such not transferable to the Contractor and its employees. This includes the right to access and use the facilities managed and/or operated by SHAPE's Community Services.

14. INSURANCE.

14.1. The Contractor agrees to procure and maintain, without any cost to SHAPE, any workmen's compensation, employees' liability or other type of insurance required by Belgian Law.

14.2. The Contractor agrees to procure and maintain, without any cost to SHAPE, a suitable civil liability insurance to cover, on the one hand, damage which could be caused to SHAPE's premises, e.g. by fire, and on the other hand, injury to persons. This insurance will be submitted to the Contracting Officer for verification of adequacy.

15. FURNITURE AND EQUIPMENT.

The Contractor may furnish, install and maintain its own furniture and equipment without any cost or expense to SHAPE. Approval from the Contracting Officer or his representatives is required prior to the installation of any major item of Contractor equipment. The equipment, furniture and fixtures provided by the Contractor shall not be removed without prior written approval of SHAPE and, in the event of removal all costs and expenses thereof shall be borne by the Contractor.

16. SHAPE FURNISHED PROPERTY.

16.1. SHAPE shall deliver to the Contractor, for the use only in connection with this contract, the property stated in the Part III of this contract (hereinafter referred as "SHAPE furnished property"), at the times and locations stated therein.

16.2. Title to SHAPE furnished property shall remain vested in SHAPE. The Contractor shall maintain adequate property control records of SHAPE furnished property.

16.3. Contractor, upon delivery to him of any SHAPE furnished property shall assume the risk of, and shall be responsible for, any loss thereof, or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

16.4. The Contractor shall not modify any SHAPE furnished property unless specifically authorised by the Contracting Officer.

17. MAINTENANCE OF PREMISES AND FIXTURES.

17.1. The Contractor undertakes to maintain the premises clean and attractive to a level specified by the Contracting Officer or such other supervisory authority as the Contracting Officer may designate; it shall also assume all expenses of repair caused by its negligence, that of its employees, or any other deed for which he may be held responsible.

17.2. Maintenance of fixtures and facilities is a responsibility of SHAPE. The Contractor will not bear any charge regarding this matter, except in case of negligence or bad use as stated in paragraph above.

17.3. The premises shall be available for inspection at any time by SHAPE authorized representatives.

17.4. The Contractor shall not make any alterations to the premises and fixtures without prior written approval of SHAPE. This does not prohibit the Contractor from providing suitable decoration for the facility at his own expense, with the previous approval of SHAPE.

17.5. Failure by the Contractor to fulfil any of the provisions in the above paragraphs, after appropriate written notice by the Contracting Officer, shall give SHAPE the right to cause these provisions to be fulfilled to SHAPE's requirements and to pass the full costs of such fulfilment to the Contractor for immediate reimbursement to SHAPE without regard to any actions the Contractor may plan to take to obtain reimbursement from any other party or parties.

18. PREFERRED CUSTOMER.

18.1. The Contractor warrants that the prices set forth in this Contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities of services covered by the Contract under similar conditions. In the event that prior to termination of this Contract the Contractor offers any of such services in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify SHAPE and the prices of such services shall be correspondingly reduced by an amendment to this Contract.

18.2. Price in this sense means "Base Price" prior to applying any bonus, export tax reductions, turn-over tax exemptions and other reductions based on National Policies.

19. DURATION OF CONTRACT.

19.1. The duration of this Contract is stated in the Part I hereof.

19.2. However, notwithstanding the above, SHAPE may terminate this Contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under this Contract, or if NATO were to undergo a major reorganisation or cease to occupy the current premises in its actual location.

20. CHANGES.

20.1. Any changes, modifications, additions or deletions and instructions under this Contract shall not be binding unless issued in writing as formal amendments by the Contracting Officer and signed by both Parties in the same manner as this Contract.

20.2. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of any part of the work under this Contract, an equitable adjustment shall be made to the contract price. Then the Contract shall be modified in writing accordingly.

20.3. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Clause titled "DISPUTES" herein. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

21. DISPUTES.

21.1. All disputes arising from the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the Contractor.

21.2. Should the Contracting Officer and the Contractor fail to come to an amicable settlement of the dispute, the dispute will be settled in the competent Court of Belgium, arbitration councils included, unless otherwise specified in this Contract. In case of using the judicial avenue, the Contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Belgian court.

22. TERMINATION FOR CONVENIENCE OF SHAPE.

22.1. The performance of work under this Contract may be terminated by SHAPE in accordance with this Clause, in whole or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of SHAPE. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

22.2. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:

- a. stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- b. place no further orders or sub-contracts for material, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- c. terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- d. settle all liabilities and all claims arising from such termination of orders and sub-contracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
- e. transfer title of property and deliver to SHAPE in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - (1) the fabricated parts, work in process, completed work, and
 - (2) the completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to SHAPE;
- f. complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

22.3. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than three months from the effective date of termination. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

22.4. When such claim has been submitted, and the Contractor and the Contracting Officer agree upon the whole amount to be paid, the Contracting Officer shall thereupon pay to the Contractor the amount so determined. In the event of failure to agree upon that amount, the Contracting Officer shall pay to the Contractor the amount determined by him. The total sum to be paid to the Contractor under this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

22.5. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to SHAPE at all reasonable times at the office of the Contractor but without direct charge to SHAPE, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authenticated reproductions thereof.

23. SPECIAL TERMINATION CLAUSE.

If at any time while this Contract is in force either party find itself in one of the following situations:

- a. Death, supervened incapacity or extinction of its legal entity;
- b. Declaration of bankruptcy, reorganisation of debts, take over by a trusty, or any other legal status implying lack of capacity to enter new financial liabilities,
- c. Change of activity in such a manner that it becomes incompatible with the purpose of this Contract,

then the other party shall be entitled to terminate this Contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on that notice of termination.

24. DEFAULT.

24.1. SHAPE may, subject to the provisions of paragraphs below, by Contracting Officer's written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- a. if the Contractor fails to provide or perform the services within the time and as specified herein or in any extension thereof; or
- b. if the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms

and in either of these two circumstances does not resolve such failure within a period of ten days (or such longer period as the Contracting Officer may authorise in writing) after receipt of notice from the Contracting Officer specifying such failure.

24.2. In the event that SHAPE terminates this Contract in whole or in part as provided in the paragraph above, SHAPE may procure services similar to those so terminated and the Contractor shall be liable to SHAPE for any excess costs for such similar services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Clause.

24.3. Except with respect to defaults of Sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-contractor, and if such default arises from causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the services to be provided by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to perform the Contract.

24.4. If this contract is terminated as provided in the first paragraph of this clause, SHAPE, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to SHAPE in the manner and to the extent directed by the Contracting Officer:

(1) any completed supplies and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which SHAPE has an interest. Payment for completed supplies delivered to and accepted by SHAPE shall be at the contract price. Payment for manufacturing materials delivered to and accepted by SHAPE and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". SHAPE may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect SHAPE against loss because of outstanding liens or claims of former lien holders.

24.5. If after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall, if the Contract contains a clause providing for termination for convenience of SHAPE, be the same as if the notice of termination had been issued pursuant to such Clause.

24.6. Both Parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practices applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

25. CONTRACTOR'S NOTICE OF DELAY.

25.1. In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the Contract delivery schedule or date, it shall immediately notify the Contracting Officer in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by SHAPE of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

25.2. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the Contractor shall give notice and full particulars in writing to the Contracting Officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under this Contract. If the Contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its

obligations and meet its responsibilities under this Contract, SHAPE has the right to suspend or terminate this Contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein.

26. SHAPE DELAY OF WORK.

26.1. If the performance of all or any part of the work is delayed or interrupted by an act of SHAPE in the administration of this contract, which act is not expressly or implicitly authorized by this contract, or by his failure to act within the time specified in this contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of this contract.

26.2. No claim under this clause shall be allowed (i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (ii) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the contract.

26.3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to SHAPE facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the Contracting Officer, in writing, to the Contractor at least 7 days prior to their implementation.

27. STOP WORK ORDER.

27.1. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree. Any such order shall be specifically identified as Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise the incidence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of the period to which the parties shall have agreed, the Contracting Officer shall either:

- (1) cancel the stop work order, or
- (2) terminate the work covered by such order as provided in the "Termination for Convenience" clause of this contract.

27.2. If a stop work order issued under this clause is cancelled, or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:

- (1) the stop work order results in an increase in time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract and
- (2) the Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

27.3. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of SHAPE the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

28. WORKING HOURS.

28.1. The work shall be performed on weekdays in accordance with the official working hours of SHAPE: 08:30H till 17:30H (Fridays: 15:30H). The Contractor shall obtain from the Contracting Officer Representative the list of SHAPE holidays during the period of performance for the contract.

28.2. Special requests shall be made to the Contracting Officer Representative for permission to work outside normal SHAPE working hours or on SHAPE holidays. Start times and planning of various stages of the work shall be co-ordinated with the Contracting Officer Representative and these times shall be adhered to.

28.3. Exceptionally, the Contractor accepts that SHAPE may have a requirement that work be performed outside the normal working hours. The financial compensation shall be mutually agreed between the Contractor and the Contracting Officer.

29. LIQUIDATED DAMAGES.

For each calendar day of delay in the performance of any relevant task or duty under the contract, and in lieu of actual damage, the Contractor shall pay to SHAPE as fixed, agreed, and liquidated damages, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, SHAPE may terminate this contract in whole or in part as provided in the first paragraph of the "DEFAULT" clause and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT" clause, for such liquidated damages accruing until such time as SHAPE may reasonably obtain delivery or performance of similar supplies or services. 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 third paragraph of the "DEFAULT" clause and in such event, subject to the "DISPUTES" clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.

30. ACCEPTANCE.

30.1. Acceptance or rejection of the supplies or works shall be made as promptly as practicable after delivery or completion, except as otherwise provided in this contract.

30.2. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which SHAPE acknowledges that the Contractor has fully demonstrated that the deliveries or works are complete and operational.

30.3. Acceptance will be accomplished in two phases as follows:

(1) Provisional Site Acceptance (PSA): This is the action by which SHAPE acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. It will take place when the following requirements have been met:

- Availability at final destination of all deliverables.
- Successful completion of acceptance testing.

- Verification of the inventory.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between SHAPE and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates, if these discrepancies do not prevent satisfactory use or operation of contract deliverables.

(2) Final Acceptance: Final acceptance will occur at the end of the warranty period provided that each of the recorded deficiencies at the PSA and during the warranty period has been corrected.

30.4. In case of discrepancies, SHAPE reserves the right to withhold from payment an amount commensurate with the importance of these, which in any case will be less than 10 % of the total contract price, excluding options, until all discrepancies are solved.

31. WARRANTY.

31.1. Notwithstanding inspection and acceptance by SHAPE of supplies furnished or work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance all supplies furnished and work performed under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

31.2. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in the first paragraph of this clause within thirty (30) days after discovery of any defect.

31.3. Within a reasonable time after such notice, the Contracting Officer may either:

(1) by written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of the first paragraph of this clause; or

(2) retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.

31.4. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.

31.5. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per the third paragraph of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "DISPUTES".

31.6. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.

31.7. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.

31.8. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "DISPUTES" clause of this contract.

31.9. The word "supplies" as used herein includes related services.

31.10. The rights and remedies of SHAPE provided in this clause are in addition to and do not limit any rights afforded to SHAPE by any other clause of the contract.

32. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

32.1. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

32.2. In the event of any claim or suit against SHAPE on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to SHAPE, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of SHAPE except where the Contractor has agreed to indemnify SHAPE.

32.3. This clause shall be included in all sub-contracts.

33. PATENT INDEMNITY.

The Contractor shall indemnify SHAPE and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of SHAPE of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by SHAPE of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defence thereof; and further, such indemnity shall not apply to:

- (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- (2) an infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- (3) a claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

34. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE.

34.1. Ownership. As between the parties, the parties agree that that portion of the work product as created by operation of this Agreement relating to SHAPE's information shall belong exclusively to SHAPE. That portion

of the work product as created by operation of this Agreement relating to Contractor's information, pre-existing work or which is generic to Contractor's software products shall belong exclusively to Contractor.

34.2. Pre-Existing Materials. Contractor may include in the supplies pre-existing work or materials. Contractor grants to SHAPE a non-exclusive, non-transferable, non-assignable, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally) copies of, and prepare derivative works based upon, such work and materials and the right to authorize others to do any of the foregoing solely for SHAPE's purposes and benefit under the applicable statement of work.

35. SOFTWARE RELEASES AND UPDATES.

All software implemented on or delivered with the supplies shall be at the start of the provisional acceptance, the most recent versions or releases as available.

The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to SHAPE all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

36. CONFIGURATION MANAGEMENT.

Configuration Management will be implemented by the Contractor for all configuration items that will include hardware, software and documentation. Configuration Management is to be carried out by the Contractor within the firm fixed price of the contract, up to the end of the warranty period or the time when all discrepancies have been cleared, whichever is the later.

37. DOCUMENTATION.

37.1. Any document which is required to be submitted for SHAPE review and approval shall be categorised by SHAPE as follows:

- (i) Approved
- (ii) Conditionally approved subject to the incorporation by the Contractor of SHAPE comments
- (iii) Not approved for the reasons stated by SHAPE

37.2. No contractual relief shall be granted for documents not approved.

37.3. All documents to be submitted by the contractor, unless specified differently in the contract, shall be submitted in three (3) hardcopies and on machine readable magnetic media (one copy), the latter if available in a form to be agreed between the Contractor and SHAPE.

37.4. SHAPE reserves the right without further payment to reproduce and/or translate, in whole or in part, for sole use in SHAPE, any or all documentation supplied by the Contractor under the contract.

37.5. The applicability of the above clauses 37.1. and 37.2. is extended to include information submitted in a machine readable form e.g. on magnetic media.

38. PRICES.

Unless otherwise indicated in the contract, all prices are firm and fixed.

39. PAYMENTS.

39.1. Payments for all supplies and services shall be made within the following month when properly supported and acceptable invoices submitted upon completion of delivery, or of the works, inspection, and acceptance, have been received.

39.2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this Contract.

39.3. Payment will be effected in the currency or currencies of the Contract and the Contractor shall bear all related charges.

39.4. SHAPE shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

40. SHAPE REGULATIONS.

The Contractor shall comply with the applicable provisions of SHAPE regulations and directives as communicated to it by the Contracting Officer.

41. CORRUPTION AND ILLICIT GRATUITIES.

41.1. The Contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any SHAPE personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of this Contract.

41.2. SHAPE may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by SHAPE, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor to SHAPE personnel with respect to the award of this Contract or to the taking of any decision regarding its execution.

42. INCONSISTENCE BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT.

In the event of inconsistency between any terms of this Contract and any translation thereof into another language, the English language meaning shall prevail.

43. RELEASE OF NEWS/INFORMATION.

43.1. No news release (including photographs and films, public announcements, etc.) on any part of the subject matter of this Contract shall be made by the Contractor without prior written approval by the Contracting Officer.

43.2. Furthermore the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO and/or SHAPE in connection with its business or otherwise.

44. AUDIT.

SHAPE audit personnel or any person designated by the Contracting Officer shall have the right to inspect or audit the Contractor's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of this Contract and with the applicable SHAPE Directives.

45. CONTRACT ADMINISTRATION AND COMMUNICATIONS.

The Contractor shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied to the following address:

**SUPREME HEADQUARTERS ALLIED POWERS EUROPE
PURCHASING AND CONTRACTING BRANCH
POST BOX NO. 1
7010 SHAPE
BELGIUM**

Telephone: +32 (0)65-44.4616 Facsimile: +32 (0) 65-44.3542

All inquiries, notices and communications between the Contractor and SHAPE shall be written in English and in all correspondence the Contract number shall be mentioned.

46. CONTRACT EFFECTIVE DATE (CED).

The effective date of the Contract is the date of last signature by the Parties, or a specific date set forth in the Contract.

47. TITLE OF PROPERTY AND RISK OF LOSS.

47.1. Unless this contract specifically provides for earlier passage of title, title to property of the supplies and works covered by this contract shall pass to SHAPE upon provisional acceptance. Acceptance is regardless of when or where SHAPE takes physical possession.

47.2. Unless this contract specifically provides otherwise, risk of loss or of damage to supplies, works, and equipment covered by this contract shall remain with the Contractor until, and shall pass to SHAPE upon, provisional acceptance by SHAPE.

47.3. Notwithstanding the paragraph above, the Contractor shall not be liable for loss of or damage to supplies caused by the fault or negligence of officers, agents or employees of SHAPE acting within the scope of their employment.

48. INSTALLATION

48.1. All labour and materials shall comply with the current National Norms and Regulations and shall be in accordance with the best modern practices. Unless otherwise specified, all the material furnished by the Contractor shall be new.

48.2. For all installation work awarded to the Contractor he shall, prior to performing any excavation, penetration, drilling, etc., request and obtain from the designated Authority the location of any known existing buried utilities, such as cables, piping, or communication lines. Any cable, pipe or fittings exposed by the Contractor shall be brought to SHAPE's attention and registered in the as-built drawings. No excavation, penetration, drilling, etc., will be started by the Contractor without a formal permit from the Contracting Officer or his designated representative.

48.3. The Contractor shall provide all appropriate equipment (tools, scaffolding, etc.), necessary for the completion of the work. The Contractor shall maintain their equipment during the work in order to avoid any delay or accident. At the end of the contract, the Contractor's equipment shall be evacuated from the area unless otherwise agreed by the Contracting Officer.

49. ON-SITE UTILITIES

49.1. Electricity shall be supplied by the local NATO Body for the duration of the work. The Contractor shall supply electric power cables and temporary distribution boards to the work areas at own expense. All connections to electrical distribution boards shall be made by the local NATO Body after a 10 days notice. The Contractor shall terminate work in the vicinity of the distribution board and request that the connection be made. There will be no charge to the Contractor for this connection service. If the distribution board has insufficient capacity (physical size or current), the Contractor shall propose a temporary board, to be supplied, fitted and removed upon completion of the work by the Contractor.

49.2. If an interruption of utilities is necessary, for any reason, the Contractor shall request written approval at least ten (10) working days prior to the desired interruption. The time and duration of an interruption shall be coordinated with the Contracting Officer or his designated representative.

50. STORAGE

The storage of the Contractor's tools, equipment and material shall be the Contractor's responsibility and shall be confined to a designated area. Access to this area is possible only during working days and normal working hours. The Contractor remains sole responsible for the security of his stored equipment and supplies.

51. SITE PROTECTION

51.1. When work and atmospheric conditions are a source of danger, the Contractor shall supply and take all necessary measures: barriers, night lighting and warning signs for personnel safety and the protection of NATO property. Temporary structures, such as ladders or scaffolding, which present a security hazard to the premises or a safety hazard to persons, shall be removed at the end of working hours. The Contractor shall have all the insurance necessary as all responsibility for the Contractor's personnel is declined.

51.2. When required extinguishers or fire blankets shall be provided by the Contractor and placed convenient to the work area.

51.3. During the work, the site shall be kept clean and tidy. After completion of the work, the site shall be thoroughly cleaned by the Contractor and free from all debris. Debris shall be removed from the area at no additional cost.

51.4. The Contractor shall repair at their expense any damage caused by their work to buildings, equipment, services, utilities, roads and grassed areas.

52. SERVICE PARTS AND AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Contractor and his subcontractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.

53. PERFORMANCE BOND

If the contract foresees that the contractor deposits with SHAPE a Performance Bond this shall be a Bank Guarantee in the form of a certified cheque, cashier's cheque, irrevocable letter of credit, or such other financial instrument issued by a Belgian banking institution governed by Belgian legislation and acceptable to the Contracting Officer. Limited or automatically terminated bank guarantees are not acceptable.

54. ACCESS CONTROL

Before commencing work on SHAPE's premises, the Contractor's personnel must be in possession of access cards, and all his vehicles must display access permits. The request for these documents must be submitted to the COR and the contractor should plan 15 days to obtain these. The access cards and permits remain valid for 6 months maximum and any renewal must be requested 15 days before expiration. Time lost due to the failure of the Contractor to request in a timely manner access cards and access permits will not entitle him to a claim for lost time or for an extension of the completion date for the performance of the contract.

55. SAFETY TESTS AND INSPECTIONS

It is the Contractor's responsibility to obtain, at no additional cost to SHAPE, the suitable official certificates (Certificat d'Agréation Belge) for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc.) that before putting into use and because of Belgian safety regulations require tests or inspections by formally recognised agencies or firms. The certificates, together with the validated test reports, shall be available and submitted to the C.O.R. prior to the start of the acceptance testing by SHAPE. In case of a disagreement between the C.O.R. and the contractor concerning the conformity of materials and equipment, tests may be called for by SHAPE, whereby in the event of failure of the item under test, all costs associated with the tests costs shall be at the contractor's expense. All new electrical and mechanical installations or modifications must be inspected and accepted by a certified inspection agency.

56. SHAPE PROVIDED DRAWINGS

Any drawings provided by SHAPE are to be considered as diagrammatic and/or conceptual only, showing the site of the work and the general layout. Upon receipt of drawings the contractor shall promptly review them and notify the C.O.R. of any discrepancies. A design review meeting may be arranged to finalise and define all the details of the work after which the contractors shall produce detailed calculations, design specifications and construction drawings.

57. AS BUILT DRAWINGS

57.1. As-built drawings show actual condition of completed project which may differ from construction plans or working drawings if changes were made on site during execution to overcome physical obstacles or minor problems. If required by the Contract the contractor shall provide as-built drawings which reflect all works performed and include measurements, notes, references, loads, assumptions, connections to existing utility network, etc. As-built drawings become the property of SHAPE and are due before provisional acceptance

unless otherwise agreed. Unless specified otherwise, as-built drawings shall be submitted in hard copy and digitized format.

57.2. Hard copy as-built drawings will be on reproducible polyester film 63 microns, inked lines, formatted A2 (594 mm x 420 mm) or A1 (840 mm x 594 mm) or A0 (1188 mm x 840 mm).

57.3. Digitized as-built drawings shall be compatible with the Intergraph system, software microstation 32 running on UNIX and MS-DOS workstations and use the Engineer Branch provided file structures, size A0, A1 or A2, symbol library and procedures. SHAPE will provide the basic drawing file or files for the contractor to update. Prior to any data exchange, the contractor will certify to work under the Intergraph license conditions.

58. TECHNICAL BROCHURES AND MAINTENANCE PLANNING

The contractor shall provide 2 sets, (1 in English and 1 in French) of the technical specifications and maintenance programmes for any installed equipment. These documents shall be submitted with the as built drawings, or to a previously agreed schedule.

59. PURCHASE OF LEASE HARDWARE.

59.1. SHAPE may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

59.2. Except for final payment and transfer of title to SHAPE, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in the first paragraph of this clause.

59.3. The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in the first paragraph of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

59.4. The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous SHAPE contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

60. HARDWARE LEASE AND SERVICE PAYMENTS.

60.1. Upon the submission of proper invoices or vouchers, SHAPE shall pay rent for each set of end-user hardware at the rate(s) specified in this contract.

60.2. Rent shall accrue from the beginning of the period of performance, or from the date each set of equipment is delivered to SHAPE, whichever is later, and shall continue until the expiration of the contract term or the termination of this contract. However, rent shall accrue only for the period that each set of end-user equipment is in the possession of SHAPE.

60.3. Rent shall not accrue for any equipment that the Contracting Officer determines does not comply with the Condition of Leased Equipment clause of this contract or otherwise does not comply with the requirements of this contract, until the equipment is replaced or the defects are corrected.

60.4. Rent shall not accrue for any equipment during any period when the equipment is unavailable or unusable as a result of the Contractor's failure to render services for the operation and maintenance of the equipment as prescribed by this contract.

60.5. Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the equipment is in SHAPE's possession, unless otherwise stated in the contract.

61. **CONDITION OF LEASED EQUIPMENT.**

Each piece of equipment furnished under this contract shall be of good quality and in safe operating condition, and shall comply with applicable safety standards and regulations. SHAPE shall accept or reject the equipment promptly after receipt. If the Contracting Officer determines that any equipment furnished is not in compliance with this contract, the Contracting Officer shall promptly inform the Contractor in writing. If the Contractor fails to replace the equipment or correct the defects as required by the Contracting Officer, SHAPE may:

(a) By contract or otherwise, correct the defect or arrange for the lease of a similar piece of equipment and shall charge or set off against the Contractor any excess costs occasioned thereby; and

(b) Apply the liquidated damages clause per day of delay in the correction of deficiencies or replacement of the equipment.

62. **TITLE OF PROPERTY AND RISK OF LOSS FOR LEASE EQUIPMENT.**

62.1. Title to property of the lease equipment covered by this contract shall remain vested in the Contractor. Notwithstanding that, all lease equipment shall be at the risk of SHAPE from the time of final or provisional acceptance by SHAPE until the equipment is returned to the Contractor in accordance with the provisions established herein. Therefore, during the referred period SHAPE shall be liable to the Contractor for loss or damage of any kind to the lease equipment and its fittings as well as all direct and indirect damage inflicted on other persons by SHAPE's fault or negligence. SHAPE shall be also liable for loss or destruction and for all damage for which the liability of a third party cannot be established.

62.2. Unless otherwise stated in the contract, the Contractor shall be responsible for guaranteeing the full operational availability of the equipment throughout the duration of the contract. The Contractor shall carry out, at its own cost, the necessary preventive and corrective maintenance actions in order to fulfill this requirement.

62.3. Unless otherwise provided herein, SHAPE will not make any modification on the leased items without the authorization of the Contractor.

----- END -----

DRAFT

SUPREME HEADQUARTERS ALLIED POWERS

EUROPE

PROVISION OF NAMIS HARDWARE AND COMMUNICATIONS

PART III

**SPECIAL PROVISIONS, STATEMENT OF OBJECTIVES, AND
PERFORMANCE WORK STATEMENT**

IFIP ACO-SH-05-05

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PART III - SPECIAL PROVISIONS, SOO, AND PWS

1. PURPOSE.

The purpose of this contract is to achieve the goals stated in the SOO attached as Enclosure 1 and meet the minimum performance requirements established in the PWS at Enclosure 2.

2. SECURITY

This contract is a **NATO UNCLASSIFIED** document. However, the contract may make references to classified documents for which access and/or retention are subject to NATO security rules and procedures.

3. STATEMENT OF OBJECTIVES (SOO).

Attached as Enclosure 1 is the top-level objectives that SHAPE intends to meet through this contract action. The SOO must be used as a focusing tool for both SHAPE and the Contractor.

4. PERFORMANCE WORK STATEMENT (PWS)

Attached as Enclosure 2 is the PWS specifying the minimum standards for the execution of services under the contract. SHAPE reserves the right to modify performance standards and/or metrics during the life of this contract, in order to ensure that the right outcomes are being assessed and that the performance standards are appropriate. Any changes will be accomplished via a bilateral contract modification.

5. CONTRACTING OFFICER REPRESENTATIVE (COR)

For his direct official control and coordination requirements, the Contracting Officer designates the SHAPE Operations Support Branch as the staff element that has the authority to coordinate, monitor, and control Contractor's performance. COR's contact details are as follows:

LTC. MARK KASTER
Deputy Chief Meteorology Officer
Operations Support Branch
J3, Operations Division
Tel: +32-(0)65-44-4862
Fax: +32-(0)65-44-5213
e-mail: mark.kaster@si.nato.int

6. ID/IQ REQUIREMENTS.

a. Besides the firm fixed-price requirements, SHAPE reserves the right to order additional lease hardware and services within the scope of the contract under pre-negotiated prices set in Part I and at any time through the duration of the contract. SHAPE will be obligated only to the extent of authorised purchases actually made under the contract. The Contractor, in turn, will have exclusive

rights to fill all actual requirements within the scope of the contract during the specified contract period.

b. The Contractor will not deliver any items without an express written, serially numbered and dated Purchase Order. SHAPE will not reimburse invoices raised against any Purchase Orders not authorised by the Contracting Officer or his/her representatives.

c. All Orders under this Contract shall contain, as a minimum, the following information:

- Reference to the Contract
- Any special terms and conditions applicable to the specific order (e.g., different delivery address, extended services, etc.)
- Line Item Code and price
- A description, which includes the hardware to be delivered and/or any special service(s) to be performed.
- Quantity
- POC
- Required Delivery Date
- Delivery instructions

d. The Contractor shall accept and execute Purchase Orders in accordance with the timelines set in the contract.

7. PRICES

a. Prices to be paid for the works and services performed under the contract are stated in the Part I hereof. The referred prices include all the expenses in connection with this contract; therefore, no additional sums will be paid to the Contractor for any cost that it could deem as necessary for the performance of the contract, unless otherwise specified in the contract or purchase order.

b. System upgrades, modifications, and services not included within the priced options stated above but within the scope of the contract shall be negotiated separately between the Contracting Officer and the Contractor and executed through a written purchase order or bilateral contract modification.

8. INVOICES AND PAYMENTS

a. The Contractor will submit consolidated quarterly invoices listing the fees for installation work, training, lease hardware and communications services provided within the billing period.

b. Invoices will be submitted in duplicate, unless otherwise specified, to SHAPE PURCHASING AND CONTRACTING BRANCH, POST BOX No 1. BLDG 239. SHAPE, 7010 BELGIUM, or to any other SHAPE office the Purchasing and Contracting Officer may designate.

c. Each invoice shall contain:

- Its reference and issue date.
- The name, address of SHAPE.

- The Contract number.
- Purchase Order numbers (if applicable)
- The description of services and deliverables.
- The quantities and unit prices (exclusive of taxes and duties).
- Applicable discounts.
- The total amount to be paid.
- The bank account details where the Contractor will receive the payment.

d. Each copy of the invoice should contain the following certificate: *"I certify that the above invoice is true and correct and that payment therefore has not been received"*. The certificate must then, be followed by the signature of the Contractor.

e. The payment of all invoices shall be made within the following month of that where properly supported and acceptable invoices were received.

9. ELIGIBLE CUSTOMERS.

a. In addition to SHAPE, all its subordinate commands and the governments of NATO member and partner nations are eligible to reference and use the terms and conditions of this contract, subject to the provisions specified herein. The Contractor may request SHAPE to verify that specific entities are eligible to use the contract.

b. The Contractor shall accept that provisions of this contract may be incorporated by reference in Purchase Orders issued directly by eligible customers. Regarding the use of the terms and conditions of this contract by eligible customers, the Contractor agrees that SHAPE acts only as an agent of the referred entities, which shall be considered as having a direct contractual relationship with the Contractor, as principal, for purposes of all liability hereunder.

Enclosure 1 to Part III

NAMIS HARDWARE & COMMS – STATEMENT OF OBJECTIVES (SOO)

1.0 Program Objective:

The objective of the enhanced NATO Meteorological Information System (NAMIS) network is for the bidder to implement a communications solution that allows flexibility, increased bandwidth, and expandability to a wider geographical area than the existing NAMIS network at an affordable cost to SHAPE.

2.0 Contract Objectives.

The contract must satisfy the following objectives, as a minimum:

- 2.1 Establishing the best commercial practices to implement the new communications solution for 12 fixed terminals and 22 mobile terminals spread over a basic geographical area delimited by 30W to 72E and 70N to 30S, as well as to provide them with 24/7 carrier services without impact to ACO operational readiness.
- 2.2 Providing flexibility to expand carrier services up to 3 additional theatre areas on a worldwide range, with extremely short activation lead-time (maximum 5 days), and for a short term (30 to 180 days).
- 2.3 Providing flexibility to include additional terminals under the contract.
- 2.4 Providing lease and maintenance of a 2-way communications terminal capable of receiving Allied Command Operations Weather Exchange System (ACOWEX) data and transmitting information to static and deployed headquarters.
- 2.5 Providing 256-Kbit/s downstream minimum bandwidth and flexibility to increase bandwidth based on future ACOWEX data requirements. Lower bandwidth availability will be acceptable for remote locations outside the basic geographical area stated above.
- 2.6 Establishing a Service Level Agreement to guarantee minimum levels of service reliability.
- 2.7 Offering the possibility to expand services to the national governments of all NATO member and partner nations under the same terms and conditions.

3.0 Management Objective:

The management objective is to allow the bidder the maximum flexibility to innovatively manage the program schedule, performance, risks, warranties, subcontracts, and data to produce a communications services solution that satisfies SHAPE's performance requirements. Another objective is to maintain clear visibility into the program schedule, performance, and risk.

Enclosure 2 to Part III

NAMIS HARDWARE & COMMS – PERFORMANCE WORK STATEMENT (PWS)

1. GENERAL

1.1. The Contractor must furnish the necessary materials, manpower, tools, management, and supervision to implement and maintain a communications solution for supporting the NATO Meteorological Information System (NAMIS). This communications solution must cover a basic geographical area on a daily basis and be expandable to a worldwide coverage as described in the attached SOO and in accordance with the performance standards set herein.

1.2. Currently, NAMIS operates through a closed VSAT network composed of the elements stated in Exhibit 1. Meteorological and Oceanographic (METOC) information is collected from world-wide sources at the German Military Weather Center in Traben-Trarbach, GE. This information is then transmitted via land-line to the earth station in Hameln, GE. From the ground station it is transmitted to the Eutelsat where the data is broadcast at 19.2 kb/s to weather teams within the satellite footprint. NATO and national weather teams can also transmit data to the German Military Weather Center via the Eutelsat at 19.2 kb/s making for the NAMIS/ACOWEX a two-way communications system.

1.3. NAMIS should be a two-way communications system that must be capable of delivering METOC information. NAMIS must provide weather data to the NATO sites listed in Exhibit 2. Additionally, NAMIS must be able to support NATO future operations worldwide. Exhibits 3 provide additional details of the types of messages that will be exchanged through the network. Exhibit 4 establishes acceptable delays for message delivery.

2. DEFINITIONS AND ACRONYMS.

2.1. DEFINITIONS.

- 2.1.1. Acceptable Quality Level (AQL). The AQL is the maximum percentage of defects that, during (sampling) inspections can be considered acceptable.
- 2.1.2. Quality Assurance Evaluator (QAE). A SHAPE person responsible for surveillance of contractor performance.
- 2.1.3. Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.
- 2.1.4. Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by SHAPE to assure contract-performance standards are met by the contractor.
- 2.1.5. Performance Standard. The point that divides satisfactory from unsatisfactory (Uns) performance.
- 2.1.6. Unsatisfactory Performance. A service output that does not meet the standard(s) of performance associated with it in the Performance Requirements Summary (PRS).

2.2. ACRONYMS.

- 2.2.1. ACOWEX – Allied Command Operations Weather Exchange
- 2.2.2. BGIO – Bundeswehr Geo Information Office
- 2.2.3. CIS – Communication and Information Systems
- 2.2.4. COMSEC – Communications Security
- 2.2.5. COR – Contracting Officer's Representative
- 2.2.6. CSD – Contract Start Date
- 2.2.7. INFOSEC – Information Security
- 2.2.8. METOC - Meteorological and Oceanographic
- 2.2.9. NAMIS - NATO Meteorological Information System
- 2.2.10. NCSA – NATO CIS Services Agency
- 2.2.11. NS - NATO Secret
- 2.2.12. NU - NATO Unclassified
- 2.2.13. SLA- Service Level Agreement
- 2.2.14. STANAG - Standardization Agreement
- 2.2.15. WMO – World Meteorological Organisation

3. PERSONNEL.

- 3.1. The Contractor must have enough qualified personnel to perform the services under the contract. Contractor's key personnel must have a sound telecommunications background with experience in the maintenance or installation of digital communications equipment. The Contractor will provide the COR with a list of key personnel (R-1)
- 3.2. The work will be conducted in English, both oral and written. Contractor's key personnel and help-desk staff will be required to possess a proficiency in English equivalent to or higher than the NATO Standardised Level Profile 3, 2, 3, 2 (i.e., Listening, Speaking, Reading, Writing skills must be good) set in NATO STANAG 6001.

4. QUALITY CONTROL.

- 4.1. The Contractor shall establish and maintain a complete Quality Control Plan to ensure that the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the Contracting Officer not later than the pre-performance conference. An updated copy must be provided to the COR on the contract start date and as changes occur (R-1).
- 4.2. The plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable.

5. PERFORMANCE ASSESMENT.

- 5.1. SHAPE will evaluate the contractor's performance under this contract using the method of assessment specified in Exhibit 7. All surveillance observations will be recorded by the COR or his/her designated QAEs. When an observation indicates defective performance, the COR will obtain a contractor's employee's initials on the record of the observation, if possible/applicable.

5.2. Performance Evaluation Meetings. The contract manager may be required to meet periodically and at the beginning of contract performance with the COR and Contracting Officer. Meetings will be scheduled as needed. The contractor may request meetings whenever a unsatisfactory performance report is issued. The written minutes of these meetings shall be signed by the contractor's manager, Contracting Officer, and COR. If the contractor does not concur with the minutes he shall state any areas of non-concurrence within 7 days of receipt of the signed minutes.

6. HOURS OF OPERATION.

6.1. Contractor's installation and maintenance services at NATO premises shall be performed on weekdays in accordance with the official working hours of the corresponding site (i.e., 08:30H till 17:30H local time).

6.2. Special requests shall be made to the COR for permission to work outside normal working hours or on holidays. Start times and planning of various stages of the work shall be coordinated with the local POCs and these times shall be adhered to.

6.3. Help-desk services. The contractor shall provide help-desk services 24 hours a day seven days a week as stated in paragraph 9.3. below.

7. SHAPE FURNISHED PROPERTY AND SERVICES.

SHAPE shall provide Contractor's personnel performing services at NATO facilities with 220 Volts power outlets and full access to commercial phone lines.

8. CONTRACTOR FURNISHED ITEMS AND SERVICES.

Except for those items or services specifically stated to be SHAPE furnished in paragraph 7, the contractor shall furnish everything required to perform the contract.

9. CONTRACTOR TASKS

9.1. INSTALL, LEASE AND MAINTAIN COMMUNICATIONS HARDWARE

- a. Install communications hardware required to access NAMIS at the static locations listed in Exhibit 2 and deliver mobile NAMIS systems to the other locations set in the referred Exhibit.
- b. Upon written purchase order from SHAPE, provide additional mobile systems to existing sites or install additional hardware as required to operate NAMIS in other fixed sites not listed in Exhibit 2.
- c. Lease and maintain communications hardware to guarantee the equipment reliability rates stated in the attached Service Level Agreement (Exhibit 7).

- d. The Contractor must provide the COR with a copy of the preventive maintenance plan on the contract start date and as changes occur (R-3).

e. **Performance Standards**

<u>Ref No</u>	<u>PWS</u>	<u>Performance Standard</u>
PS-1	9.1.a	Complete all installation work not later than 90 days upon contract award notification
PS-2	9.1.b	Install new hardware not later than 30 days after the written Purchase Order is received by the Contractor
PS-3	9.1.c	End-user hardware is fully operational at least 95 % of the time

9.2. PROVIDE COMMUNICATIONS SERVICES.

- a. Provide communication services required to run NAMIS on the hardware network stated in Exhibit 2 by guaranteeing 256-Kbits/s minimum bandwidth.
- b. Expand services as required to cover other geographical areas where NAMIS hardware might be installed (potentially worldwide).
- c. Assure services are provided so as to meet the network availability and quality standards specified in the SLA.
- d. Communication system must interface with standard PC.
- e. Service must be capable of expanding to more users without implication to the service itself.

f. **Performance Standards**

<u>Ref No</u>	<u>PWS</u>	<u>Performance Standard</u>
PS-4	9.2.a	Minimum data signalling rate of 256 Kbit/s
PS-5	9.2.a	Out of total bandwidth: <ul style="list-style-type: none">- Maximum 12% of bandwidth within any 3-minute period can be communications overhead- 90 % of messages should pass the communications system from end to end within 2 minutes and 98 % of messages should pass within 5 minutes (For longer messages the running time can be added)
PS-6	9.2.b	Communications service is established in less than 5 days upon receipt of the Purchase Order

<u>Ref No</u>	<u>PWS</u>	<u>Performance Standard</u>
PS-7	9.2	Minimum service availability end-to-end 99.5 %

9.3. PROVIDE HARDWARE&COMMS HELPDESK SERVICES.

a. The Contractor shall provide 24/7 help-desk services for first level technical support including initial problem logging, problem review/analysis and initial troubleshooting. The Contractor shall provide the COR with a monthly report of calls attended by the Help-desk service. The report shall specify as a minimum the dates and hours of calls, reasons for call, names of individuals who called, and the final outcome of the call (R-4).

b. Performance Standards

<u>Ref No</u>	<u>PWS</u>	<u>Performance Standard</u>
PS-8	9.3.a	Help-desk 24/7 availability 99.9 % of the time.

9.4. PERFORM UPGRADES AND MODIFICATIONS.

a. There is no program schedule for the execution of system upgrades and modifications. These will be produced according to SHAPE needs and available funding. SHAPE will place Purchase Orders stating the items and quantities to be delivered.

b. The Contractor will not conduct any upgrades or modifications, and SHAPE will not reimburse invoices, without an express written, serially numbered and dated Purchase Order.

9.5. REPAIRS FOR UNPREDICTABLE ACCIDENTS.

SHAPE reserves the right to task the Contractor to perform repairs for damages to or losses of equipment caused by factors beyond Contractor's control (e.g., force majeure or SHAPE negligence). Urgent repairs may be performed on a time and material basis in accordance with the labour rates agreed to in the contract or through separate negotiation and shall be requested through written purchase order or bilateral contract modification signed by the Contracting Officer. Performance standards for unpredictable repairs shall be those stated for routine or urgent corrective maintenance in the attached SLA.

9.6. TRAINING.

a. The Contractor must provide NATO sites with on-site user training as part of the initial setup.

- b. Follow-on training for two NATO personnel per year will be provided at Contractor's facilities upon request of the COR. This training will cover system setup and operation.

9.7. PHYSICAL SECURITY.

- a. The Contractor must have physical security and restricted access to the data flow in accordance applicable security standards (e.g. ISO/IEC 17799 or equivalent).

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EXHIBIT 1 – NAMIS CURRENT CONFIGURATION

NAMIS -SATELLITE BASED WEATHER SYSTEM - SHAPE - 2005

<u>NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>
1	SPARE DIU/LNB, CLIN NO. 14BB - QTY 2 KFOR/SFOR	2
2	MOBILE V-SAT CLIN NO: 14AB - QTY 2 KFOR/SFOR	2
3	1 PES 5000 INDOOR POGGIA, CLIN NO. 20A - QTY 1 (BALKAN CAOC)	1
4	SHAPE, MONS, B, FIX PES, CLIN NO: 1A - QTY 1	1
5	HQ AFNORTH, BRUNSSUM, NL, FIX PES CLIN NO. 2A - QTY 2	2
6	HQ AFSOUTH, NAPLES, IT, FIX PES CLIN NO. 3A - QTY 1	1
7	CC MAR, NORTHWOOD, UK, FIX PES. CLIN NO. 4A - QTY 1	1
8	HQ AFSOUTH, NAPLES, IT, FIX PES, CLIN NO. 5A - QTY 1	1
9	HQ JHQ NE, KARUP,DK, FIX, PES, CLIN NO. 6A - QTY 1	1
10	NAEWFC, GEILENKIRCHEN, GE FIX PES, CLIN NO. 8A - QTY 1	1
11	DNMI, OSLO, NO, FIX PES, CLIN NO. 9A - QTY 1	1
12	IWS, ROME, IT, FIX PES, CLIN NO. 10A - QTY 1	1
13	HMNS, ATHENS, GR, FIX PES, CLIN NO. 11A - QTY 1	1
14	TMS, ANKARA, TU, FIX PES, CLIN NO. 12A - QTY 1	1
15	MOBILE V-SAT, CLIN NO. 14A - QTY 2 AFNORTH/AFSOUTH	2
16	SPARE DIU/LNB, CLIN NO. 14B - QTY 2 - AFNORTH/AFSOUTH	2
17	SATELLITE TRANSPONDER, CLIN NO. 16A - QTY 1	1
18	GMGO, TRABEN-TRARBACH, GE, FIX PES, CLIN NO. 19A - QTY 1	1
19	LEASED LAND LINES: CLIN 13 - DATA LINES FROM GERMAN METEOROLOGICAL CENTRE TO SATELLITE TRANSPONDER -	1
20	MOBILE V-SAT, CLIN NO. 22 - QTY 1, HQ AIRNORTH	1
21	SPARE DIU/LNB, CLIN NO. 22A - QTY 1, HQ AIRNORTH	1
22	MOBILE V-SAT , QTY 1, GE/NL CORPS, MUENSTER, GE	1

NAMIS -SATELLITE BASED WEATHER SYSTEM - SHAPE - 2005

<u>NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>
23	SPARE DIU/LNB ANTENNA, GE/NL CORPS, MUENSTER, GE	1
24	MOBILE V-SAT, QTY 1, EUROCORPS, STRASSBOURG, FRANCE	1
25	SPARE DIU/LNB ANTENNA, QTY 1, EUROCORPS, FRANCE	1
26	FIX PES, QTY 1, HQ ARRC, RHEINDAHLEN, GERMANY	1
27	V-SAT STATION, PES 5000 WITH 2.4M ANTENNA, QTY 1 KAIA, KABUL, AFGHANISTAN	1
28	V-SAT STATION, PES 5000 WITH 2.4M ANTENNA, QTY 1, HQ ISAF, KABUL, AFGHANISTAN	1

EXHIBIT 2 – INTENDED CONFIGURATION

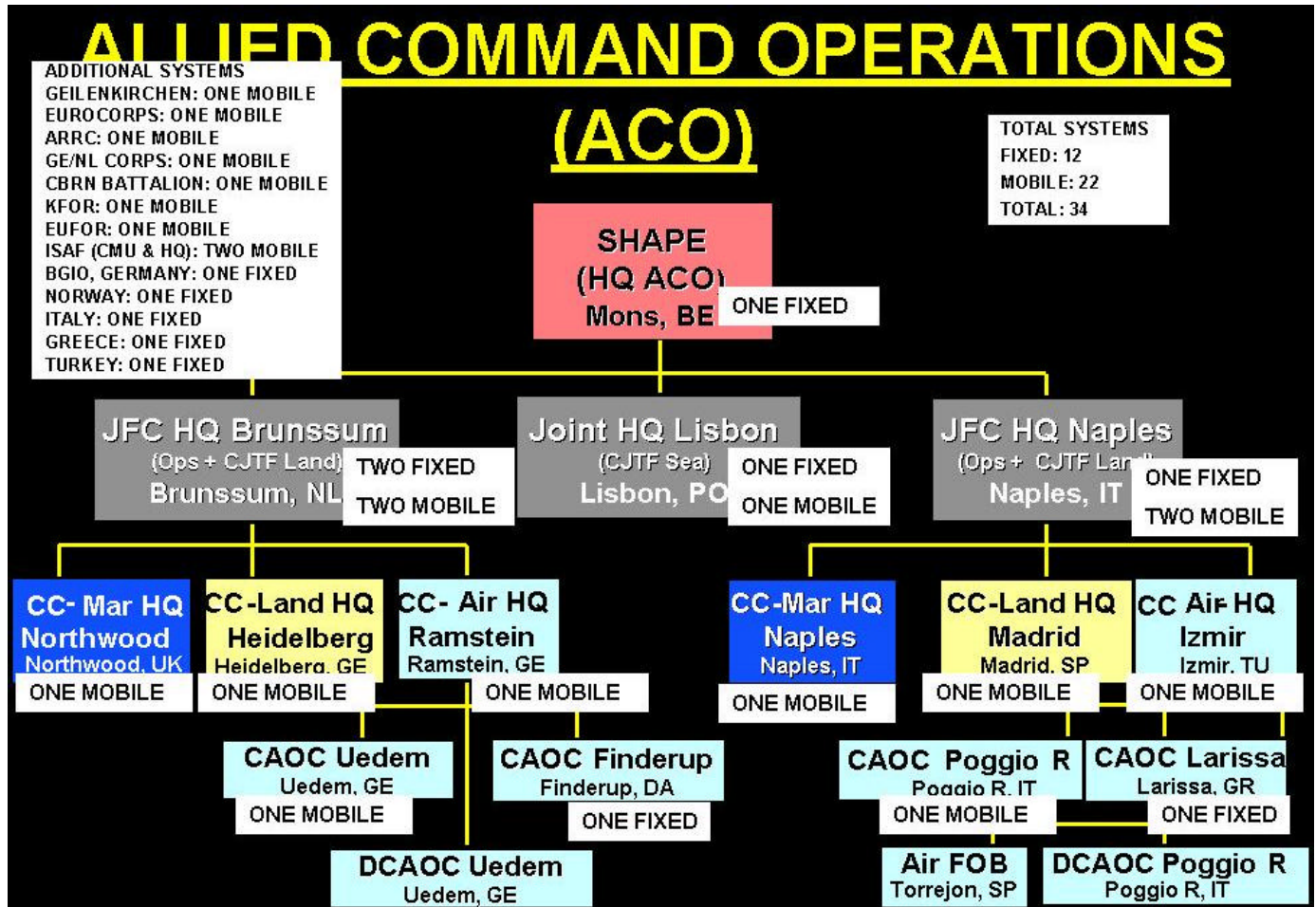


EXHIBIT 3 – EXAMPLES OF MESSAGES

Preface

All information sent by NAMIS Communications System consists of meteorological messages or of collections of meteorological messages. The format of meteorological messages is regulated by World Meteorological Organization (WMO) and/or NATO standards (STANAG). Changing formats is an ongoing process in the meteorological world.

All format types can be divide in text formats (ASCII-formats) and binary formats. Binary formats often have a description block ahead as ASCII-text as well.

Text Messages

(Every line is finished with a <CR><CR><LF> sequence, <SOH>=00hex, <ETX>=03hex)

<SOH>

SABX40 ETGT 141150

METAR

EBAW 141150Z 19013KT 9999 SCT038 SCT060 BKN200 16/06 Q1004
NOSIG=

EBBR 141150Z 20014KT 9999 FEW036 SCT050 BKN200 15/05 Q1003
NOSIG=

EBCI 141150Z 21011KT 160V250 9999 FEW033 BKN200 14/06 Q1004
NOSIG=

EBLG 141150Z 20016KT 9999 SCT040 BKN110 16/05 Q1005 NOSIG=

EBOS 141150Z 17014KT 9999 BKN018 13/09 Q1002 NOSIG=

ELLX 141150Z 21008KT 9999 SCT033 BKN050 13/06 Q1006 NOSIG=
<ETX>

<SOH>

SNBX50 EBWM 141100 CCA

AAXX 14111

06400 42462 71806 10128 20096 30014 40025 56006 878//
333 81712 84818=

<ETX>

<SOH>

USBX40 ETGT 140600

TTAA 14061 06476

99941 06614 18003 00055 ///// ///// 92700 05627 19510
85389 01827 20512 70933 06311 23012 50548 23938 21518
40707 35145 22018 30902 499// 23023 25019 583// 23527
20158 609// 23020 15340 545// 23016 10601 555// 23009
88230 617// 23526
77999=

<ETX>

<SOH>

FCBX50 EBWM 140800

TAF

EBFN 141019 18010KT 8000 FEW012 SCT015 BKN040 TEMPO 1019
5000 -RA/-SHRA FEW010 SCT012 BKN020 TEMPO 1019 3000

RA/SHRA FEW005 SCT007 BKN012=
TAF EBBT NIL=
<ETX>

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Binary Messages

a)

```

0x00000: 01 45 56 41 53 30 31 20 45 54 47 54 20 31 32 31 .EVAS01 ETGT 121
0x00010: 31 30 30 0A 0D 0D 0A FF D8 FF E0 00 10 4A 46 49 100....ÿøÿà...JFI
0x00020: 46 00 01 01 00 00 01 00 01 00 00 FF DB 00 43 00 F.....ÿÛ.C.
0x00030: 08 06 06 07 06 05 08 07 07 07 09 09 08 0A 0C 14 .....
0x00040: 0D 0C 0B 0B 0C 19 12 13 0F 14 1D 1A 1F 1E 1D 1A .....
0x00050: 1C 1C 20 24 2E 27 20 22 2C 23 1C 1C 28 37 29 2C .. $. ' " ,#..(7),
0x00060: 30 31 34 34 34 1F 27 39 3D 38 32 3C 2E 33 34 32 01444.'9=82<.342
0x00070: FF DB 00 43 01 09 09 09 0C 0B 0C 18 0D 0D 18 32 ÿÛ.C.....2
0x00080: 21 1C 21 32 32 32 32 32 32 32 32 32 32 32 32 32 !.!22222222222222
0x00090: 32 32 32 32 32 32 32 32 32 32 32 32 32 32 32 32 2222222222222222
0x000A0: 32 32 32 32 32 32 32 32 32 32 32 32 32 32 32 32 2222222222222222
0x000B0: 32 32 32 32 32 FF FE 04 02 00 10 C8 E0 00 00 04 22222ÿþ....Èà...
0x000C0: 4C 03 E8 00 00 03 E8 04 4C 04 00 00 01 07 D5 00 L.è....è.L.....Ï.
0x000D0: 04 00 0C 00 0B 00 00 00 00 00 00 00 00 00 00 00 .....
0x000E0: 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 .....
0x000F0: 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 .....
0x00100: 00 00 00 03 E9 00 00 00 00 00 00 00 00 00 00 00 ....é.....
0x00110: 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 .....
0x00120: 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 .....
0x00130: 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 07 .....
0x00140: D5 00 04 00 0C 00 0B 00 00 00 00 00 00 00 00 00 Ï.....

....
0x2B790: 14 00 51 45 14 00 51 45 14 00 51 45 14 00 51 45 ..QE..QE..QE..QE
0x2B7A0: 14 00 51 45 14 00 51 45 14 00 51 45 14 00 51 45 ..QE..QE..QE..QE
0x2B7B0: 14 00 51 45 14 00 51 45 14 00 51 45 14 00 51 45 ..QE..QE..QE..QE
0x2B7C0: 14 00 51 45 14 00 51 45 14 00 51 45 14 00 51 45 ..QE..QE..QE..QE
0x2B7D0: 14 00 55 A5 BB 08 80 6D 24 8E 39 EF 45 14 01 19 ..UP»..Im$!9iE...
0x2B7E0: 9C BB 64 F0 3D 29 E2 E0 0C E4 FE 54 51 40 13 47 !»dð=)ââ.äþTQ@.G
0x2B7F0: 70 8C 40 07 9A 9C B8 50 CD BA 8A 28 02 03 7A AD p!@.!!Pí@!(..z-
0x2B800: 1B 02 A4 F1 54 41 E7 8A 28 A0 07 77 A0 F1 45 14 .."ñTAç!(.w ñE.
0x2B810: 00 50 0F 5A 28 A0 09 01 07 1C D3 F1 93 D7 A5 14 .P.Z( ....Óñ!x¥.
0x2B820: 50 03 81 39 A9 07 5E 94 51 40 0E 1D 69 F9 A2 8A P.!9@.^!Q@..iùç!
0x2B830: 00 5A 33 C5 14 50 00 49 14 A3 9A 28 A0 01 9C 2F .Z3Â.P.I.£!(.! /
0x2B840: 5E B5 1E EC E7 B5 14 50 02 13 9F C2 A3 2D 45 14 ^µ.içµ.P..!Â£-E.
0x2B850: 00 88 77 1E 7A 54 79 F9 DC 63 F0 A2 8A 00 33 DF .!w.zTyùÛcäç!.3B
0x2B860: F2 A8 C9 0C C3 34 51 40 08 C4 02 69 9D E8 A2 80 ò"É.Ã4Q@.Ä.i!èç!
0x2B870: 02 08 19 A5 1C 9F F0 A2 8A 00 76 EC 0C 74 A0 1C ...¥.!äç!.vi.t.
0x2B880: F6 A2 8A 00 31 81 9A 69 38 14 51 40 0D A2 8A 28 öç!.!||i8.Q@.ç!(
0x2B890: 00 A2 8A 28 01 D8 CA 83 49 92 0D 14 50 03 8F 23 .ç!(.0Ê!I'...P.!#
0x2B8A0: 34 99 A2 8A 00 50 69 A4 D1 45 00 25 14 51 40 05 4!ç!.Pi*ÑE.%.Q@.
0x2B8B0: 14 51 40 05 14 51 40 05 14 51 40 0B 8A 4E 94 51 .Q@..Q@..Q@.!NIQ
0x2B8C0: 40 0B 49 45 14 00 56 66 A3 FF 00 1F 0B FE E0 FE @.IE..Vfÿÿ...þàþ
0x2B8D0: 66 8A 28 03 FF D9 f!(!ÿÛ

```


b)

```

0x000: 01 48 44 46 41 37 30 20 45 43 4D 57 20 31 34 30 .HDFA70 ECMW 140
0x010: 30 30 30 0D 0D 0A 47 52 49 42 00 08 B6 01 00 00 000...GRIB...
0x020: 1C 01 62 7D 06 80 2C 64 02 BC 05 04 0E 00 00 01 ..b}.l,d.k.....
0x030: 00 00 00 00 00 00 15 00 00 00 00 00 20 00 FF 00 ..... .ÿ.
0x040: 00 25 00 1D 00 88 B8 02 BF 20 80 80 88 B8 81 5F .%.l,.l lll,l_
0x050: 90 09 C4 09 C4 00 00 00 00 00 00 08 6E 08 80 1B l.Ä.Ä.....n.l.
0x060: BE 11 C6 FE 10 8F 74 87 39 8D 83 8E 72 8E 43 8E %.Æp.lt19111r1C1
0x070: 29 86 97 A0 E2 98 C9 91 7A 90 3B 9B E7 85 77 91 )ll ä1É'z1;lçlw'
0x080: 26 8D 44 96 CB 92 29 94 7C 8E D0 92 0A 8D C8 8C &ID1É')ll|D'.1É1
0x090: 8D 8F E0 90 69 82 06 A6 08 B8 B9 91 F7 98 16 82 llà1l1.l,.1'+1.l
0x0A0: 1D 8B 41 A2 7F 8F 2C 94 F3 94 28 8E FD 94 28 94 .lAçll,ló1(lýl(l
0x0B0: 79 8F CC 90 A0 8C 0A 92 F0 9A CA 85 07 7A 09 94 ylll l.'ä1É1.z.l
0x0C0: 52 90 50 8C 9E 88 AB 93 FC 86 60 8D 0A 8B 1A 8A R1P111«lül`l.l.l
0x0D0: E3 8A 9C 95 EF 8D 88 88 DD 88 B5 85 EF 8F 65 90 ä1111111Ylµ11le1
0x0E0: C6 91 CB 82 CA C8 87 79 0D 94 DC 9F FC A5 35 89 Æ'É1ÉÈËy.lÜ1uW5l
0x0F0: 7E 9B 4E 92 58 8F 76 97 FF 90 1A 8D 51 8A CB 8F ~IN'Xlvlyl.lQ1É1
0x100: 65 88 34 8D 66 8C B1 91 00 8F 06 8B 1C 8B 48 8E e141f1±'.l.l.l.H1
0x110: B4 8F 73 8D E6 8C 81 8F ED 8D 68 8C EC 8D 52 92 '1slæ1111h111R'
0x120: D4 90 ED 94 BD 93 11 92 80 8F 80 85 6F 76 4B 7A Ô111k1.'1111ovKz
0x130: 36 79 F4 71 AA 8A A1 8C 53 AD 64 89 22 83 94 9A 6yôqâ111S-d1"111
0x140: CF 8E FB 8D FB 90 BE 8F 03 8F 82 8F 85 8C 60 8B ï1û1û1k1.11111`l
0x150: C8 8C 8F 8F 1B 8B B4 8E BE 8E B7 8B 2B 8E CB 91 È111.l'1k1.l+1É'
0x160: B2 8F 3C 90 53 8C F8 8D 27 8B 19 8C 75 89 3D 8A 21<1S1ø1'l.lul=l
0x170: F6 8D 6B 90 95 8C 5F 8A BF 8F 2E 90 F0 BD 7D 89 ö1k111_lçl.lðk}l

....
0x750: ED 8B D2 97 45 86 1B 88 C8 91 E8 8E C6 88 81 86 i101E1.1É'e1Æ111
0x760: 6C 83 6A 91 F0 8C 24 89 37 8F 86 95 4D 91 09 7F 11j'ä1$17111M'.l
0x770: B0 BD 94 86 BC 8C 7C 90 A9 7F 6D 9F 46 8D FC 8F °k11k1|101m1F1ü1
0x780: 95 8B D2 8A 80 8B 2B 8E 84 85 8C 90 C3 8E 4B 8B 110111+11111Ä1K1
0x790: 60 92 9C 91 9B 96 B5 8D 01 87 EB 8D 8B 8B DB 8B `1'11µ1.lè111Û1
0x7A0: 4E 8B 3F 90 46 8C FA 8C 72 8C 95 89 94 8E 54 90 N1?1F1ú1r11111T1
0x7B0: 97 8A DD 96 04 8C 5B 8F B7 89 9E BA BF 92 96 90 11Y1.l[1.11æç'11
0x7C0: 01 8B 3A 86 64 98 44 85 AB 8D 3E 8D 2C 88 03 8C .l:l1d1D1«1>1.l.l
0x7D0: 14 88 24 8B 41 8E C8 95 B7 8F 8F 8A 7B 91 DF 8A .1$1A1É1.111{'B1
0x7E0: D9 96 62 8B EC 8A 31 8E 41 90 E5 95 78 91 C8 92 Ü1b1i111A1ä1x'É'
0x7F0: F7 8C AE 86 8C C9 01 7D 59 96 D0 86 2E 90 85 90 ÷1011É.}Y1D1.111
0x800: 71 8B 56 90 60 7C F7 A5 41 AF DD A3 AC 82 15 89 q1V1`|÷ÆA`Y£-1.l
0x810: AF 8C D7 8B DE 93 54 8E 38 8C 3C 88 E4 8F B6 8C 1x1p1T181<1ä1¶1
0x820: A7 8B 23 92 DA 94 2A 86 A9 92 1B 8B 13 87 30 90 $1#`Ú1*10'.l.l01
0x830: 99 8E 42 8C 86 8E 76 91 04 96 4A 94 8E 90 73 AD 11B111v'.1J111s-
0x840: 02 73 34 97 F2 8A 36 93 F3 8D A3 89 55 90 5A 8C .s41ò161ó1£1U1Z1
0x850: FA 94 A9 95 F3 96 D3 94 E7 80 5D 99 44 92 C3 8E ú101ó101ç1]1D'Ä1
0x860: 2C 8D BF 8E E9 A9 06 9A 8C 8B 9A 8A C3 8B 4F 94 ,lç1æ0.11111Ä101
0x870: E2 91 39 88 CC 8D BA 88 BD 8C 93 94 7F 8E 85 92 ä'91Ï1æ1k111111'
0x880: CD 93 10 8C 75 87 5F 97 0D 8F 77 AC 32 56 9E 8D í1.lul_l.lw~2V11
0x890: CC 8D 30 8C EE 93 0E 8C 95 8E 11 93 22 8E 4C 91 Ì101i1.111.l"1L'
0x8A0: E3 8E 71 88 7D 85 B6 85 73 88 E9 91 AB 87 A4 7F ä1q1}1¶1s1é'«1x1
0x8B0: B5 99 B5 95 A4 A6 88 8B 21 95 98 91 1F 90 59 91 µ1µ1x111111'.1Y'
0x8C0: 8A 90 25 90 7C 8E E4 00 37 37 37 37 11%1|ä.7777

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EXHIBIT 4 – ACCEPTED DELAY TIMES

In accordance with performance standard PS-5:

Out of total bandwidth:

- Max. 12% of bandwidth within any 3 min period can be communications overhead
- 90 % of messages should pass the communications system from end to end within 2 minutes and 98 % of messages should pass within 5 minutes. (For longer messages the running time can be added.)

Priorities of different message types can be defined.

Message Type	Accepted Delay Times	Typical Message Size	Share of Data Stream
Warnings Special Weather Reports Metflash Reports	< 60 sec	< 500 Byte	5 %
Regular Weather Observations Terminal Aerodrome Forecasts	< 120 sec	~1000 Byte	25 %
Other data	~ up to 300 sec	From < 500 Byte up to 3 MByte	70 %

EXHIBIT 5 - PERFORMANCE REQUIREMENTS SUMMARY

<u>Ref No</u>	<u>PWS</u>	<u>Performance Standard</u>	<u>AQL</u>	<u>Monitoring Method</u>
PS-1	9.1.a	Complete all installation work not later than 90 days upon contract award notification		SLA
PS-2	9.1.b	Install new hardware not later than 30 days after the written Purchase Order is received by the Contractor		SLA
PS-3	9.1.c	End-user hardware is fully operational at least 95 % of the time		SLA
PS-4	9.2.a	Minimum data signalling rate of 256 Kbit/s		SLA
PS-5	9.2.a	Out of total bandwidth: <ul style="list-style-type: none"> - Maximum 12% of bandwidth within any 3-minute period can be communications overhead - 90 % of messages should pass the communications system from end to end within 2 minutes and 98 % of messages should pass within 5 minutes (For longer messages the running time can be added) 		SLA
PS-6	9.2.b	Communications service is established in less than 5 days upon receipt of the Purchase Order		SLA
PS-7	9.2	Minimum service availability end-to-end 99.5 %		SLA
PS-8	9.3.a	Help-desk 24/7 availability 99.9 % of the time.		SLA

EXHIBIT 6 – SUMMARY OF REPORTS

<u>Ref No</u>	<u>PWS</u>	<u>Report</u>	<u>Frequency</u>
R-1	3.2.	The Contractor shall provide a list of key technical personnel to the COR.	CSD and as changes occur
R-2	4.1.	One copy of the contractor's Quality Control Plan shall be provided to the Contracting Officer not later than the pre-performance conference. An updated copy must be provided to the COR on the contract start date and as changes occur.	Pre-performance conference, CSD and as changes occur
R-3	9.1	The Contractor shall provide the COR with a copy of the PM plan.	CSD and as changes occur
R-4	9.3	The Contractor shall provide the COR with a monthly report of calls attended by the Help-desk service.	Monthly

EXHIBIT 7 – SERVICE LEVEL AGREEMENT

(The final content of the SLA will be negotiated between SHAPE and the successful Bidder on the basis of the SLA submitted with the proposal)

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