



**NATO COMMUNICATIONS AND INFORMATION
AGENCY**
B-7010 SHAPE-BELGIUM
Service Provision Interim Structure/Dir.Res/BAF/P&C
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International Invitation for Bid IFIB-12-11-NCIA-SPLAT

TO: ALL POTENTIAL BIDDERS.

SUBJECT: **MAINTENANCE SERVICES OF PREMISES AND TECHNOLOGICAL PLANT
AT NCISS LATINA (Italy).**

DATE: 18 October 2012

1. Your company is hereby invited to participate in the International Invitation for Bids (IFIB) for the services identified in Part III. Partial bidding is not authorised.
2. The Bid Closing date for this IFB shall be at **12:00 hours** (Central European Time) on **Friday 30th of November 2012**. In accordance with the agency procurement rules, the bid opening is not public.
3. Enclosed are the following documents:

Part I	: Bidding Instructions
Part IIA	: NCI AGENCY Special Provisions
Part IIB	: NCI AGENCY General Provisions
Part III	: Statement of Work (SOW)

You are requested to send an ACKNOWLEDGEMENT of this Invitation for International Bid to giovannetti@nciss.nato.int within 5 days of receipt and confirm whether you intend to submit a bid. Further correspondence will be electronically mailed only to those firms responding that they intend to participate in the bidding.

Major (OF3) Francis DURIMEL (FRA A)
Senior Contracting Officer

ACKNOWLEDGEMENT OF RECEIPT

(To be completed and returned, by facsimile, to NCISS P&C within 5 days after receipt)

FAX NR. +39-0773-677098

PLEASE COMPLETE CLEARLY – DO NOT USE COMPANY STAMP

FROM: Company:
Address:
Telephone & Facsimile
E-mail and Internet site address:
Point of Contact:

TO: NATO COMMUNICATIONS AND INFORMATION SYSTEM SCHOOL P&C

REFERENCE: IFIB-NCIA-SPLAT-12-11 MAINTENANCE SERVICES OF PREMISES
AND TECHNOLOGICAL PLANT MAINTENANCE AT NCISS LATINA

SUBJECT: Acknowledgement of Receipt of Invitation For Bid

We hereby advise that we have received **IFIB-12-011-NCIA-SPLAT**
on (date) with all enclosures.

CHECK ONE:

As of this date and without commitment on our part, we do intend to Participate
in the bidding.

We do not intend to participate in the bidding for the following reasons:

**NOTE: Only bidders indicating their intention to participate in the bidding will continue
to receive all further correspondence related to this IFB. Unless specified differently, it
will be mailed to the above-mentioned address.**

Date: _____ Signature: _____

Company _____

Name and Title: _____

PART I

BIDDING INSTRUCTIONS

1. GENERAL

1.1. Scope of the works

The purpose of this Invitation For International Bidding (IFIB) is to award a firm fixed-price contract for the management of **MAINTENANCE SERVICES OF PREMISES AND TECHNOLOGICAL PLANT AT NCISS LATINA** to the lowest priced technically compliant bidder(s).

The objective of this competitive bidding is to establish a contract in accordance with the former NCSA Procurement Directive AD 60-70 dated 10 March 2009.

The Contractor shall furnish the necessary manpower, management, and supervision to provide the referenced services in accordance with the provisions of the attached Statement of Work (SOW, Part III).

1.2. Contract duration

The contract is established for the period of ONE YEAR in accordance with Part II A (NCI Agency special Provisions) of this IFIB.

None of the company owner or representatives participating in this bidding procedure will have contacts or interests in any other company participating in the same bid.

1.3. Estimated contract value and manpower

The basic estimated monthly cost for this service is established in **€ 38,000.00** monthly and the service shall be executed in accordance with all provisions and frequencies of the Statement of Work – Part III of this IFIB.

PARTIAL BIDDING AND PARTIAL AWARD ARE NOT ADMITTED.

2. AMENDMENT OR CANCELLATION OF IFIB

NCI Agency reserves the right to cancel, at any time, this IFIB partially or in its entirety, without any liability for any reason. No legal liability on the part of NCI Agency 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 bid in response hereto. All efforts initiated or undertaken by the Bidder shall be done considering and accepting this fact. If this IFIB is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders upon their request.

3. EXTENSION OF BID CLOSING DATE

Any Bidder may request directly to the NCI Agency Contracting Officer an extension of the bid closing date. However, the written request must reach the Contracting Officer not later than 5 calendar days prior to the bid closing date and must include a compelling justification for the request. The NCI Agency Contracting Officer may, at his sole discretion, grant an extension of the bid closing date.

4. PRICE FORMAT AND QUOTATION

The Price Proposal shall be made in accordance with the attached format (**Enclosure 1 to Part I**). The basic breakdown on this format is not strictly limited and bidders may expand on these by adding such sub-items as deemed necessary. However, the basic presentation and numbering system cannot change.

5. PRICING BASIS AND PRICE REVISION CLAUSE

5.1 Prices:

All prices shall be firm fixed prices with a validity as indicated by the bidder, but shall not be less than **90 days** after the bid closing date for this IFIB. The NCI AGENCY Contracting Officer reserves the right to request an extension of validity if a decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity.

5.3 Price revision:

There will be no price revision applied during contract period to include options.

6. CURRENCY

All Bidders shall provide a quote in EURO. Consequently, the contract will be expressed in EURO. Bidders are also advised that all payments will be made in EURO.

7. EXEMPTION FROM TAXES

In accordance with applicable international agreements¹, the provision of services or supplies under the contract will be exempt from taxes and duties.

Where, notwithstanding, these are imposed by national regulations, bidders shall enclose the list and the amounts of taxes and duties, which have been included in their bid, with a justification.

¹ Most notably the 1952 Protocol on the Status of International Military Headquarters Set Up Pursuant to the North Atlantic Treaty (Paris Protocol), a protocol to the 1952 Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA) and the Ottawa convention of 1951,

8. ORIGIN AND AVAILABILITY OF EQUIPMENT/SERVICES

8.1 ORIGIN OF EQUIPMENT/SERVICES:

Only bids from companies (including possible sub-contractors) based on human resources originating from and equipment and material manufactured or assembled in one of the following 28 NATO member countries, which participate in the funding of this requirement, will initially be taken into consideration for evaluation. The eligible countries are:

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

8.2 AVAILABILITY OF EQUIPMENT/SERVICES

The bidder must agree that, in case of a contract as a result of this IFB, the Contractor and any subcontractors will maintain and furnish a source of an adequate supply of Equipment/services, for a minimum period of five (5) years from the contract execution date.

8.3 CERTIFICATE

A certificate of origin and availability of Equipment/Services must be completed and forwarded as part of the bid (**Enclosure 2 to Part I**).

All 28 NATO member countries are eligible to submit a bid. The same applies to services that shall also be provided out of a NATO member country. All offered supplies shall be new and in the latest available version during the validity duration of the bid. Any exceptions to this provision must be specifically identified in the bid.

9. COMPLIANCE STATEMENTS

Bidder's proposal must be based on a full compliance with the terms, conditions and requirements of the IFIB and its future clarifications and/or amendments. The bidder may Bid variations in specific implementation and functional details, provided that stated functional and performance requirements of the IFB are fully satisfied.

Each bidder shall include in his bid a compliance statement in accordance with **Enclosure 3** and **Enclosure 4 to Part I**.

In addition to the compliance sheets the bidders must clearly describe what is being Bided and how the requirements are met.

Failure to submit a completed compliance statement may result in disqualification of the bid.

In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence or explanations/comments shall take precedence for the actual determination of compliance.

10. NATO SECURITY CLEARANCE (BIDDERS AND PERSONNEL)

The prospective contract is a NATO UNCLASSIFIED document. At the time of this bidding procedure it is not expected that the contract will make references to classified documents for which access and/or retention are subject to NATO security rules and procedures. Should this situation change during the execution, the security provisions at Part II Section B Para 47 b (supplies and services contracts) should fully apply.

11. CONTENTS OF BIDS

The offer shall be submitted in **ONE SEALED BID PACKAGE** as described below in accordance with Para 12.2 below.

The bid shall be subdivided into two separate parts (2 sealed envelopes – see below):

First sealed envelope: the FINANCIAL PROPOSAL

Second sealed envelope: The ADMINISTRATIVE DOCUMENTATION AND TECHNICAL PROPOSAL

11.1 Financial Proposal

First sealed envelope: The FINANCIAL PROPOSAL

Submitted in one (1) original and one (1) copy

*The **Financial Proposal** must include the following as a minimum:*

(1) The Bidder's name, address, point of contact, and numbers for telephone, facsimile, e-mail and Internet site.

(2) Financial proposal in the Price Format, of which a sample is at **Enclosure 1 to Part I** shall contain the following **two** documents

- Price Proposal
- Cost analysis

a) **Price proposal** shall be presented in accordance with **Enclosure 1 to Part I** and shall include the following as a minimum:

The **unique percentage discount** for the overall inclusive monthly amount of **€ 38.000,00** for the provision of the service in accordance with all terms and conditions of the contract, statement of work and bidding instructions.

The discount shall be unique per year and contain maximum two digital figures.

Price proposals shall not contain cancellations, corrections, reserve, conditions, otherwise they will be discarded.

It shall be signed by the owner legal representative from the company with full extended signature and a photocopy of a valid document (i.d. card, passport) shall be attached

b) **Cost analysis** shall contain in a full and comprehensive manner all cost factors that have determined the price offered by the bidder, in consideration of all requirement of the SOW, specifying in detail:

- a. Cost of manpower, in accordance with the number of employees, salary elements, social and security contributions, taxes, etc.;
- b. Health and safety costs (art. 87 D.Lgs 163/2006);
- c. Material and consumable products costs;
- d. Machinery costs;
- e. General administrative costs;
- f. Supervisory cost
- g. Company profit;
- h. Any other cost factor that concurs to determine the offer.

In this regard, cost analysis shall indicate the number of employees that the company intends to employ in the contract, with the specifications of relevant professional qualifications (including labour contract level), the estimated number of monthly working hours and the hourly cost of manpower in accordance with the official labour contract, valid at the moment of the presentation of the offer.

In NO case NCI A will admit offer that contain a discount that makes the net monthly amount inferior to the cost of manpower.

As well, in NO case NCI Agency will admit cost analysis in which manpower cost are inferior to official labour costs. Any eventual special condition that bidders intend to indicate to justify the cost through some special favourable conditions in terms of tax, contributions, etc, shall not be accepted by NCI A. Such justifications will not even be considered in the phase of fairness and reasonableness analysis of the price proposal.

The cost analysis shall be presented both in descriptive manner and with detailed financial demonstration that can be presented in the form **of Enclosure 1 to Part I**.

11.2 ADMINISTRATIVE DOCUMENTATION AND TECHNICAL PROPOSAL

Second sealed envelope: The ADMINISTRATIVE DOCUMENTATION AND TECHNICAL PROPOSAL

Submitted in one (1) original and one (1) copy

11.2.1 The **ADMINISTRATIVE DOCUMENTATION** must include the following as a minimum:

NOTE: the following information shall also be included for all subcontractors - if any - proposed for the performance of tasks. Failure to do so could imply disqualification of the bid.

ADMINISTRATIVE DOCUMENTATION (1/2)

- a) Documentation related to the bid signature(s) (*Evidences that the signatory is legally allowed to sign the bid and commit the company, such as: delegation from the company's director to the signatory*)
- b) The **organisational structure and capacity of the company** including but not limited to: history of the company, number of employees, structure, core business, etc. with the documentary demonstration that the company fulfils all the requirements of the Statement of Work
- c) The demonstration that in the **last three years** the company has an annual GLOBAL turnover not inferior to 200% of the estimated gross amount of the contract
- d) A listing of **at least three** recent similar service; the contract shall be carried out in the last 5 years and shall be similar in terms of value, duration and subject of the contract; the list shall include:
 - a. Number of the contract
 - b. Annual and total value
 - c. name and phone/fax/email, address of company and/or establishment with whom the Bidder had the contract
 - d. period of contract performance
 - e. any other information useful to qualify the past performance of each contract
- e) **Certificate of the competent Chamber of Commerce**, not older than **6 months** from bid suspense date in which following information will be present
- f) The evidence that in the last 5 years the company did not incur in bankrupt, or other similar circumstances
- g) **For Italian companies:** The evidence that the company is compliant with art. 2 D.P.R. 252/1998 and art. 10 L. 75/1965 ("Antimafia") **Certificate must be original or "Copia Conforme" Point c.3 can be fulfilled with self-declaration ex.D.P.R. 445/2000. Non-certified copies or "visure camerali" shall not be accepted.**
- h) The Certificates of Origin and Availability of Equipment/Services (**Enclosure 2 to Part I**).

ADMINISTRATIVE DOCUMENTATION (2/2)

- i) The Compliance Statement for Part IIA and B – NCI Agency (former NCSA) Special and General Provisions (**Enclosure 3 to Part I**).
- j) **For Italian companies:** DURC Certificate, not older than 30 days from the date of the presentation of the offer; the DURC shall demonstrate that the company fulfils all obligation deriving from payment of social contributions. DURC shall be original or certified copy. Self-declaration by the owner-legal representative **does not** replace the DURC.
- k) Copy of the certification that the company is in compliance with the **standard ISO 9001 : 2008** for the provision of maintenance of premises and technological plants;
- l) Self-declaration – **Enclosure 6 to Part I** – filled and signed by the Owner/Legal Representative of the company
- m) Bidders' Conference Participation Certificate (**Enclosure 8 to Part I**) filled and signed by NCI Agency – Office of Latina Contracting Officer;

n) In case of Joint-ventures (“Associazioni temporanee d’impresa”) and “clustering” (“Avvalimento”)

Joint-Ventures are allowed to participate if, before the presentation of the offer, subjects which participate in the joint-venture have given special mandate (“mandato collettivo speciale con rappresentanza a uno di essi”) or that commit themselves for the creation of the joint-venture after the award notification and prior to the contract stipulation, according to host nation laws and regulations.

It is forbidden:

- a) The participation at the bid both as individual company and as member of one or more joint ventures
- b) The participation in two or more joint ventures that participate at the bid.

In the two cases above all the offer presented and all the participants at the joint ventures will be discarded by the participation at the bid.

It is forbidden the participation at the bid of the “consortium” (“consorzi”) as of art. 34-1c-lett.b) and c) of D.Lgs. 163/2006 and of the companies on behalf of which the consortium intends to participate.

In case of presentation of the offer as joint-venture all the documents requested in the paragraph 10.2.1 shall be presented for all the members of the joint-ventures.

Main and Auxiliary company are both responsible towards NCI A for the respect of all contract obligations. In case of “clustering” (“avvalimento”):

- **The use of the same auxiliary company by two or more bidders is not admitted. In this case all bidders using the same auxiliary company shall be excluded from the bid;**
- **Auxiliary company cannot participate at the bid itself or in joint venture or in any other form. In this case both auxiliary company and main company shall be excluded from the bid.**

11.2.2 The **TECHNICAL PROPOSAL** must include the following as a minimum:

The contractor must demonstrate compliance with regard to all requirements specified in the Statement of Works for the provision of the services indicated in the Statement of Works and in the list of items/price list annexed to the SOW which form part integral of the bid and that will form integral part of the offer. This will further be used for bid evaluation purposes as defined in Paragraph 15 below.

TECHNICAL PROPOSAL

a) **The service management plan:** such plan shall thoroughly describe how the company intends to fulfil Statement of Work obligations:

For the Bid Submission the prospective contractor shall prepare and submit a comprehensive and full analysis of how he intends to execute this complex task. Enough details shall be included so as to fully explain how the eventual contractor will organize and schedule the different executions. The dissertation shall clearly describe the entire process so that the bid evaluators can get a clear picture of the bidder understanding and grasp of the contract implementation. Number of employees and corresponding number of working hours shall not be inferior to the ones indicated in the cost analysis plan. The plan shall also identify the plan for the respect of current employee rights in accordance with host nations regulations. The submission of this plan with the bid is mandatory, and the lack of it will cause bid disqualification.

b) **The commercial activity carried out by the contractor**, which must be coherent with the subject of present bid. If the activity indicated in the certificate is not equivalent to the subject of the bid, the contractor may be declared technically not compliant

c) The **Compliance Statement with the SOW - (Enclosure 4 to Part I)**

d) The **list of employees that the contractor intends to use** in the execution of the contract with the following minimum information per each individual:

- a. Training qualification
- b. Working experience and expertise
- c. Certification (i.e. electrical expert)

e) **Quality assurance surveillance plan:**

shall be presented in accordance with terms of UNI EN ISO 9000 and shall demonstrate how the contractor intends to fulfil all quality and health and safety requirements in accordance with ISO 9000 standards for maintenance of technological plant services.

f) The principle of “clustering” (“avalimento”) is allowed with the limitation of host nation regulations. In case of “clustering” bidders shall add to the technical proposal the following documents:

1. Self-declaration signed by the legal representative, indicating what requirements will be demonstrated by the use of auxiliary company;
2. Self-declaration signed by the legal representative of the auxiliary company declaring to be in possess of all requirement requested by the main company;
3. Self-declaration signed by the legal representative of the auxiliary company in which he declares to made available for all contract duration all necessary resources for the fulfilment of the requirement that the main company misses;
4. Self-declaration signed by the legal representative of the auxiliary company in which he declares that such auxiliary company does not participate at the bid by itself or in a joint-venture with other companies or in any other form and modality and it is not in a situation of control (as of art. 34 D.Lgs 163/2006) with one or more companies participating at the bid;
5. Certified copy of the contract demonstrating the obligations of the auxiliary company to provide requisites and to made available all necessary resources, for all the duration of the contract or, in case of “clustering” with a company member of the same group, self-declaration demonstrating the legal and financial/economic relationship existing within the group.

11.2.3 The following **ADDITIONAL INFORMATION** should be included with the Administrative Documentation and Technical Proposal:

ADDITIONAL INFORMATION

- a) Enclosure 10 to part I **DUNS number** to be included in the Administrative Documentation and Technical Proposal.
- b) One (1) CD-ROM for Price proposal Documentation containing an electronic copy of all the documentation listed above.
- c) One (1) CD-ROM for Administrative Documentation and Technical Proposal containing an electronic copy of all the documentation listed below
- d) A cross-reference compliance matrix for the Administrative Proposal
- e) A cross-reference compliance matrix for the Technical Proposal
- f) A Table of Contents for the entire bid

12 BID SUBMISSION

Bids will be accepted only from firms that have received solicitation from NCI AGENCY.

12.1 LANGUAGE

Bids shall be submitted in the English language.

12.2 BID MAILING

The two envelopes containing the **Financial Proposal** and the **Administrative/Technical Documentation** will be sealed, clearly identified and marked "**Sealed Bid to IFIB NCIA-SPLAT-12-11**". They will be placed in another (exterior) envelope or box on which will be glued the mailing label found on **Enclosure 9 to Part I**.

DO NOT PUT PRICE INFORMATION IN THE TECHNICAL PROPOSAL AND VICEVERSA

12.3 BID DELIVERY BY COURIER

All Bids shall be in the possession of the Purchaser at the address given on/or before

Friday 30th November 2012 at. 12:00 hrs CET

at which time and date bidding shall be closed.

Bids shall be delivered or mailed to the following address:

NATO Communications and Information Agency
Service Provision Interim Structure/Dir.Res/BAF/P&C
Bldg 101 - 7010 SHAPE – Belgium
Attn: Francis DURIMEL - Major (OF 3) - FRA A - Contracting Officer
Tel: + 32 (0)65 44 5439 F: + 32 (0)65 44 7892
Email: Francis.DURIMEL@ncia.nato.int

NCI Agency is located at SHAPE near MONS, in the southwest of Belgium, in the commune of Maisières.

Bids hand-carried to NCI Agency by individuals from bidders or delivered on site by Commercial Courier and parcel-delivery companies must be packed and labelled as indicated in paragraph 12.2 above. Packages are to be handed over to a staff member of the NCI Agency BUDFIN Division.

The time and date the bid 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 agreement as to its accuracy.

To reach NCI Agency at SHAPE: Take exit Nr. 23 on E 19 (Brussels-Paris), follow the "SHAPE" sign on the "Chaussée de Bruxelles". Enter SHAPE compound through the "MAIN GATE" Av. De Berlin. Report to NCI Agency BUDFIN Purchasing and Contracting Branch (SHAPE Tel extensions: 6160, 5439, 2019).

13. LATE BIDS

The bidder must make every effort to ensure that his bid reaches NCI Agency at SHAPE before or on the exact date and time set for the bid closing. Bids received after that time are late bids. Late bids shall only be considered before the contract has been awarded and on condition that their failure to arrive on time is solely the result of:

- a. A delay in the government channels, i.e. governmental courier service or mail for which the bidder was not responsible. However the bid should have been sent not later than five (5) calendar days before the bid closing, by Registered mail or by certified mail, for which an official post office date stamp or the receipt for certification has been obtained; or
- b. Mishandling by NCI Agency or SHAPE personnel upon or after receipt.

Note: Commercial courier or parcel-delivery companies are not considered to be government channels.

Other late bids cannot be considered for award. These bids will be treated as non-responsive and will be returned unopened to the bidder, at its expense.

14. BID WITHDRAWAL

A Bidder may withdraw his bid up to the date and time specified for the bid closing, by written notice to the NCI Agency Contracting Officer. The bid will be returned unopened to the bidder, at his or her expense.

15. BID EVALUATION

15.1 RESPONSIBILITY

The evaluation of bids and the determination as to the responsiveness and technical adequacy of the services offered shall be the responsibility of the NCI Agency Contracting Officer and shall be based on information provided by the bidders. The NCI Agency Contracting Officer will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the bid.

15.2 EVALUATION PROCESS

The bid will be evaluated taking into consideration the following factors.

- a. Selection criteria: assessment of technical and administrative documents and determination of “administrative compliance” whether the contractor has presented the bid in the form established in this bidding instructions letter and has presented all the documents requested in the Technical proposal. Administrative compliance judgement will be with PASS or FAIL methodology.
- b. Award criteria: to determine the lowest price technically compliant tender, the assessment will be based on the following criteria:
 - b.1. All companies declared administratively compliant will be subject to a judgement of Technical compliancy with bidding, contractual and technical provision/specifications/performance/service (SOW); Technical evaluation results: each company will be declared either technically compliant or not compliant. The technical evaluation will be conducted prior the opening of the envelope containing the price proposal. Price proposal of the companies declared technically not compliant will be returned unopened to the bidder(s);
 - b.2. Price evaluation: award in favour of the lowest price tender technically compliant, including all the options, with early payments excluded.

The technical evaluation will be conducted through the scrutiny of the technical proposal on a pass/fail basis. As follow, some **example** of the points that will be used for technical evaluation:

- a. *Does the bidder understand the requirements and are they able to provide support for all of the services required and is this understanding clearly shown on the proposal?*
- b. *Has the bidder submitted the appropriate technical information so that NATO can determine whether Bidder's proposed services, terms, and conditions comply with all the requirements of the IFB?*
- c. *Has the bidder demonstrated that they have sufficient experience (managerial, technical, resources, etc.) in the supply of similar services, to include satisfactory past performance information?*
- d. *Has the bidder enclosed and completed ALL the documents requested in paragraph 11 properly filled, signed and in accordance with paragraph instructions?*
- e. *Has the bidder indicated at least three contracts that they have performed for other customers within the last five years, substantially similar in scope and magnitude to the requirements described in this solicitation?*
- f. *Has the bidder sufficient experience by enclosing all documentation requested in order to demonstrate to be in possess of all the requisites indicated in paragraph 11.2.c(7) – Bidder experience?*
- h. *Has the bidder submitted the Certificate from social security authorities to the effect that the bidder is up to date with the payment of social security contributions?*
- j. *Has the bidder provided a certificate from Chamber of Commerce, Industry, Craft and Agriculture or equivalent, dated not more than 6 months preceding the contract signature, giving the name, surname, place and date of birth of the persons authorized to enter into commitments, collect payments and issue receipts in the name of and on behalf of the company, and certifying that the company is free of any legal limitations on its rights, that is to say that it is not in receivership, or subject to deed of management or bankrupt?*
- k. *Italian Companies: have they filled-in and returned the attached Enclosure 5?*
- l. *Has the bidder demonstrated how he intends to fulfil host nations laws and regulations for the respect of the manpower currently employed in the execution of the service at NCISS with current contractor?*

16. CLARIFICATION OF BIDS

During the entire bid evaluation process, the NCI Agency Contracting Officer reserves the right to discuss any bid with the Bidders in order to clarify what is being offered and to resolve any potential areas of non-compliance. However, no change to the content of the bid, including technical, financial and delivery schedule, shall be permitted.

17. AWARD

A NCI Agency Contract Award Committee (CAC) will award the contract to the technically compliant bidder who has offered the **highest percentage discount** from the **estimated monthly amount of €38.000,00**.

In case of two or more companies present the same percentage discount they will be requested to make **a second offer with a higher discount** and the contract awarded in favour of the best offer (higher discount).

Award will be made also with only one valid offer received.

If one or more offers appear **abnormally low**, CAC (Contract Award Committee) reserves the right to evaluate – at its unquestionable and unchallengeable judgement, if they can be considered fair and reasonable. CAC can request – through NCI A Contracting Officer – to the company/ies more detailed clarifications related to the cost analysis presented together with the offer, verifying the respect of minimum salary payments and contributions with respect to the values indicated in the Ministerial official labour costs for the related sector, the evaluation of the methodology of work and relevant cost indicated in the cost analysis; the respect of all obligations deriving from health and safety host nations laws and regulations and other factors that can be evaluated at the unchallengeable evaluation of the CAC.

However, the NCI A Contracting Officer may award contracts to another bidder based upon a strong justification (standardisation, operational factors, or similar). In this instance and depending on the contract value, the final approval of the award deviation will be sought from the NCI A Financial Controller or from NATO's Military Budget Committee prior to making such an award.

All modifications to the contract will necessary be agreed between NCI A Contracting Officer and the Contractor and will have validity only if the Contracting Officer issues a contract modification in writing.

18. COMMUNICATION

All communication related to this IFIB, between a prospective Bidder and NCI Agency shall only be through the NCI Agency Contracting Officer or designee. There shall be no contact with other NCI Agency personnel. Designated NCISS personnel will assist the NCI Agency Contracting Officer in the administration of this IFIB. There shall be no contact with other NCISS personnel.

This is to maintain all Bidders on an equal competitive position. Prospective Bidders should seek clarification as soon as possible. Any explanation desired by a Bidder regarding the meaning or interpretation of this IFB, clauses, specifications, or other requirements must be requested in writing from the Contracting Officer.

The Contracting Officer must receive such requests for clarification not later than **10 calendar days before the bid closing date**. Information given to one prospective Bidder will be furnished to all prospective Bidders, as an amendment to this IFIB, only if such information is necessary to Bidders in submitting bids or if the lack of such information otherwise would be prejudicial to other Bidders. Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer.

19. BIDDERS' CONFERENCE AND SITE VISIT

19.1 BIDDERS' CONFERENCE

The bidders' conference for this procurement, will be held at the

NCISS – Strada Chiesuola 78 – 04100 LATINA – Conference Room

On

Tuesday 30th October 2012 – 09.30 hrs CET

The participation at the bidders' conference and site visit is **MANDATORY for the presentation of the offer**. Failure to participate at the bidders' conference/site visit on the above date will determine disqualification of the bidder.

Bidders which want to attend bidders conference shall return to NCISS (fax +39.0773.677098 – email: giovannetti@nciss.nato.int) **Enclosure 7 – Bidders' conference registration form** at least two days before conference takes place.

A maximum of two members per each company shall be allowed.

Tenders attending Bidders' Conference shall request local Contracting Officer to sign Certificate Enclosure 8 to Part I that shall be enclosed in the Technical Proposal duly filled and signed as per Paragraph 11.2.1 instructions of Part I.

19.2 SITE VISIT

A site visit will take place during the Bidders' Conference.

19.2.1 LOCATION

NCISS – NATO COMMUNICATIONS AND INFORMATION SYSTEMS SCHOOL

Via Chiesuola, 78 – 04100 LATINA (ITALY)

Tel: +39-0773-677009 - Fax: +39-0773-677098

19.2.2 REGISTRATION

The attendance of the conference and the site visit is restricted to two (2) representatives from each prospective bidder.

The Bidders' Conference and Site Visit will be at NATO Unclassified level

19.2.3 QUESTIONS AND ANSWERS

It would be better that Prospective Bidders submit to the Contracting Officer their questions in writing, by facsimile, not later than two working days before the date of the conference.

Remarks and/or explanations made at the conference and during the site visit shall not qualify/modify the terms of this IFIB unless duly recorded in the formal written minutes

All questions and answers will be formally recorded in the Minutes of the Bidders' Conference

19.2.4 CONFERENCE MINUTES

The Minutes of the Bidders' Conference will be released as a formal supplement to this IFIB so as to constitute a single bidding document.

20. POINTS OF CONTACT

All correspondence shall be forwarded to:

Major (OF 3) Francis DURIMEL (FRA A)
NATO Communications and Information Agency
Service Provision Interim Structure/Dir.Res/BAF/P&C
Acting Principal Contracting Officer
Bldg 101 - 7010 SHAPE - Belgium
T: + 32 (0)65 44 6160 F: + 32 (0)65 44 7892
E: Francis.DURIMEL@ncia.nato.int W: www.ncia.nato.int

Or its duly designated representative:

Sandro Giovannetti
NATO COMMUNICATIONS AND INFORMATION SYSTEMS SCHOOL
\
Contracting Officer
Telephone: +39-0773-677009
Fax: +39-0773-677098
e-mail: giovannetti@nciss.nato.int

21. Summary of enclosures

- I-1: Financial Proposal format
- I-2: Certificate of Origin and Availability of Equipment/Service
- I-3: Compliance Statement for Part IA and IIB
- I-4: Compliance Statement for Part III – Statement of Works
- I-5: Self-Declaration 1
- I-6: Self-Declaration 2
- I-7: Registration for Bidders' Conference and Site Visit
- I-8: Bidders' Conference Participation Certificate
- I-9: Label to be put under envelope
- I-10: DUNS NUMBER document

Enclosure 1 to Part I
(To be completed and enclosed with your bid)

FINANCIAL PROPOSAL : PRICE PROPOSAL (1/2)

**“Invitation for National Competitive Bidding IFIB-NCIA-SPLAT-12-11
“MAINTENANCE OF PREMISES AND TECHNOLOGICAL PLANT AT NCISS LATINA”**

The undersigned company _____

Address _____

Tel. _____;

Fax _____;

Email _____;

with regard to the bid N. IFIB-NCIA-SPLAT-12-11 declares that will offer for the execution of the service the following percentage discount from the **monthly** overall cost of

€38.000,00 (Thirty-eight-thousands/00 Euro) per month

First Year (January 2013-December 2013)

- Percentage discount (figures) _____, _____%;
- Percentage discount (in letters) _____

Option 1 (second one year) (January 2014-December 2014)

- Percentage discount (figures) _____, _____%;
- Percentage discount (in letters) _____

Option 2 (third one year) (January 2015-December 2015)

- Percentage discount (figures) _____, _____%;
- Percentage discount (in letters) _____

Option 3 (fourth one year) (January 2016-December 2016)

- Percentage discount (figures) _____, _____%;
- Percentage discount (in letters) _____

Option 4 (fifth one year) (January 2017-December 2017)

- Percentage discount (figures) _____, _____%;
- Percentage discount (in letters) _____

In case of discrepancy between the discount in figures and the one in letters, the discount in letters will apply.

Price offered by bidders shall be intended fully comprehensive (“onnicomprensivo”), meaning that it includes all necessary for the perfect execution of all obligation of the contract and the statement of work.

The company acknowledges that the obligation deriving from stipulation is intended as a commitment of results (“vincolo di risultato”).

In the offer all costs, direct and indirect have been taken into account and contractor keeps NCI Agency is exempt from any responsibility and claim for any whatever reason.

Date, _____

.....
Signature of Authorised Representative

.....
Title

.....
Company

Enclosure 1 to Part I
 (To be completed and enclosed with your bid)

FINANCIAL PROPOSAL : COST ANALYSIS (2/2)

Serial	Deliverable Description	Monthly Man-hours	Quantity	Unit/hour/sq. mt. Price	Total Price (1 year)
1	Supervisor				
2	Technical employees staff				
3	Support staff (as necessary)				
4	Testing				
5	Consumable Spare parts				
6	Other products (oil, salt, paint, lubricants, hardware, etc.)				
7	Equipment (machinery, tools, etc.)				
8	Vehicles				
9	Health and Safety Plan and safety measures throughout the implementation				
10	Rental of special equipment				
11	General administrative Costs				
12	Company Profit				
13					
TOTAL					

Enclosure 2 to Part I
(To be completed and enclosed with your bid)

CERTIFICATE OF ORIGIN AN AVAILABILITY OF EQUIPMENT AND SERVICES

We/I hereby certify that goods and services described in this quotation related to IFIB-NCIA-SPLAT-12-11 and to be furnished under the resultant contract, if awarded to my company, will be performed by sub-contractors (if applicable) or individuals originating from the indicated countries:

NAME:

COUNTRY:

We/I guarantee that, in case of contract as a result of this IFIB, a source of an adequate supply of services will be maintained for a period of up to five (5) years from the date of contracting.

Date:

Signature:

Name and Title:

Company:

Enclosure 3 to Part I
(To be completed and enclosed with your bid)

COMPLIANCE STATEMENT FOR PART IIA and IIB
NCI AGENCY (Former NCSA) Special and General Provisions

It is hereby stated that our bid to IFIB-NCIA-SPLAT-12-11 is fully compliant is fully compliant with the NCI Agency Special and General Contractual Provisions, as contained in Part IIA and IIB of the IFIB

That this company accepts entirely without reserves and/or exceptions.

Date:

Signature:

Name and Title:

Company:

.....

Enclosure 5 to Part I

(To be completed and enclosed with your bid)

DICHIARAZIONE

Il sottoscritto: (nome e cognome) _____
nato a : _____ il: _____ residente a: _____
(prov. _____), Via: _____
_____, in qualità di titolare legale rappresentante della ditta:
_____ con _____ sede
in: _____

Ai sensi e per gli effetti degli artt. 46 e 47 del D.P.R. 445/2000, consapevole delle sanzioni penali previste dall'art. 76 e delle conseguenze previste dall'art. 75 del citato D.P.R. 445/2000 per il caso di dichiarazioni mendaci, nonché delle seguenti norme:

- Legge 4 gennaio 1968 n. 15 (Norme sulla documentazione amministrativa e sulla legalizzazione e autenticazione di firma).
- Legge 15 maggio 1997 n.127 (misure vigenti per lo snellimento delle attività amministrative dei procedimenti di decisione e di controllo).
- DPR 10/10/98 n. 403 (Regolamento di attuazione degli articoli 1, 2 e 3 della legge 15/5/97 n. 127)
- CM 31/10/99 n. 84 (Autocertificazione)
- DPR 445/00 (Tu documentazione Amministrativa)
- DPR 554 del 21/12/99
- Legge 575/1965 (Disposizione Antimafia)

DICHIARA

- a) Che non sussistono cause di esclusione di cui all'art. 35 – comma 1 lettere a), b), c), d), e), g) e h) della L.P. 26/93 e s.m., ed in particolare di essere a diretta conoscenza che nessuno dei soggetti indicate dall art. 35, comma 1 lett. C) della L.P. 26/93, ivi compresi i soggetti cessati nel triennio antecedente la data di pubblicazione del bando, ha riportato condanna, con sentenza passata in giudicato, oppure di applicazione della pena su richiesta, ai sensi dell'art. 444 del codice di procedura penale, o decreto penale di condanna divenuto irrevocabile per reati che incidono sull'affidabilità morale e professionale;
- b) Di non trovarsi nello stato di fallimento, liquidazione coatta, concordato preventivo, o qualsiasi altra situazione equivalente e l'insussistenza di procedimenti in corso per la dichiarazione di una di tali situazioni;
- c) Che il soggetto concorrente non si è avvalso dei pieni individuali di emersione di cui alla legge n. 383/2001 o che, qualora se ne sia avvalso il periodo di emersione si è concluso
- d) che per il titolare e i rappresentanti legali non ricorre nessuna delle condizioni di cui all'art. 8, comma 7 - L.R. 29.11.2006,n. 21.
- e) La non applicazione all'impresa delle sanzioni interdittive previste dall'art. 9, secondo comma, lettere c) del D.Lgs. 231/2001 e s.m.;
- f) Che l'impresa non ha in corso provvedimenti interdittivi alla contrattazione con le pubbliche amministrazioni e/o alla partecipazione a gare pubbliche, previsto dall'art. 14 del D.Lgs. 9.4.2008, n. 81;
- g) Di essere in regola con le norme che disciplinano il diritto al lavoro dei disabili, ai sensi della legge 12 marzo 1999, n. 68;

- h) Di non essere in una situazione di controllo di cui all'art. 2359 del codice civile con nessun partecipante alla procedura, ovvero di essere in una situazione di controllo di cui all'art. 2359 del codice civile con impresa partecipante e di aver formulato autonomamente l'istanza di partecipazione, con indicazione del concorrente con cui sussiste tale situazione. In tale ultima circostanza si allega alla "technical proposal" la documentazione a comprova della non influenza sulla formulazione dell'istanza di partecipazione;
- i) Che nei propri confronti non e' pendent procedimento per l'applicazione di una delle misure di prevenzione di cui all'art. 3 della legge 27 dicembre 1956, n. 1423 o di una delle cause ostative previste dall'art. 10 della legge 31.5.1965, n. 575;
- j) Che il dichiarante o il legale rappresentante della ditta concorrente non si trova in alcuna delle situazioni di esclusione dalla partecipazione alle gare di cui all'art. 38-comma 1 del D.Lgs. 163/2006 e s.m.i.;
- k) Di non aver commesso nell'anno antecedente la data di scadenza della gara in oggetto, false dichiarazioni in merito ai requisiti e alle condizioni rilevanti per la partecipazione alle procedure di gara;
- l) Di non aver commesso gravi infrazioni, debitamente accertate, alle norme in materia di sicurezza e ogni altro obbligo derivante dai rapporti di lavoro;
- m) Di non aver violato il divieto di intestazione fiduciaria posto dall'art. 17 della legge n. 55/90;
- n) Di non aver commesso violazioni gravi, definitivamente accertate, alle norme in materia di contribute previdenziali e assistenziali secondo la legislazione italiana dichiarando a tal fine la propria posizione INPS e INAIL;
- o) Che il soggetto concorrente e' / non e' (barrare la voce che non interessa) assoggettato agli obblighi di assunzioni obbligatorie nei confronti disabili ex legge 68/1999 e che in caso di assoggettamento ha assolto ed ottemperato alle relative norme;
- p) Che nei propri confronti non sono state emesse sentenze di condanna passate in giudicato, decreti penali di condanna divenuti irrevocabili, sentenze di applicazione della pena su richiesta dell'art. 444 del codice di procedura penale, per reati gravi in danno dello Stato o della Comunita' che incidono sulla moralita' professionale ovvero, si indicano di seguito le eventuali condanne riportate indicando se si e' patteggiato, estinto o altro:
-
- q) Che nei propri confronti degli amministratori, dei soci, dei componenti il Consiglio di Amministrazione, dei legali rappresentanti, dei procuratori e dei direttori tecnico non sono state emesse sentenze di condanna passate in giudicato, decreti penali di condanna divenuti irrevocabili, sentenze di applicazione della pena su richiesta dell'art. 444 del codice di procedura penale, per reati gravi in danno dello Stato o della Comunita' che incidono sulla moralita' professionale ovvero, si indicano di seguito le eventuali condanne riportate indicando se si e' patteggiato, estinto o altro:
-
- r) Che all'impresa non sono stati affidati incarichi di progettazione riferiti ai lavori oggetto del presente bando, ne ha prestato attivita di studio o consulenza relativamente agli stessi e che non ha rapporti di collegamento e/o controllo con eventuale impresa affidataria degli incarichi di progettazione ai sensi dell'art. 2359 del codice civile;
- s) Che nessuno dei titolari/amministratori/membri del consiglio di amministrazione/rappresentanti legali/soci della Ditta ha interessi oppure e' titolare, rappresentante legale, amministratore, membro del consiglio di amministrazione, rappresentante legale, socio di nessuna delle Ditte che partecipano a questa gara;
- t) Che nell'anno antecedente la data di emission della presente procedura di gara non ha reso false dichiarazioni in merito ai requisiti per concorrere ad appalti o concessioni risultanti dai dati in possesso dell'osservatorio dei lavori pubblici.
- u) Che non sussistono provvedimenti ostativi all'assunzione di pubblici contratti di cui alla legge 31.5.1965, n. 575 e successive modificazioni ed integrazioni;

- v) Di aver preso atto delle condizioni locali, nonché delle circostanze generali e particolari che possono aver influito sulla determinazione del prezzo e sulle condizioni contrattuali che potranno influire sull'esecuzione del servizio;
- w) Di aver formulato l'offerta in modo tale da consentire la copertura di tutti i costi e la realizzazione di un ricavo; di accettare l'invariabilità dei prezzi anche nei casi di forza maggiore, fatto salvo quanto disposto dalle vigenti disposizioni di legge in materia;
- x) *(solamente per le imprese in associazione temporanea)*

che l'impresa intende partecipare in raggruppamento di tipo _____ così
composto:

impresa

in qualità di
Mandataria (capogruppo)

Inoltre
D I C H I
A R A

che il **domicilio eletto** per le comunicazioni è il seguente:

via _____ n. civico _____

città _____ provincia _____ cap _____

indirizzo di posta elettronica _____

n. fax _____

(scegliere obbligatoriamente una delle seguenti opzioni)

- e che **autorizza** NCI A all'utilizzo del fax per effettuare le comunicazioni previste dalla legislazione vigente
- e che **non autorizza** NCI A all'utilizzo del fax per effettuare le comunicazioni previste dalla legislazione vigente

ALTRI DATI:

Referente per la procedura _____ tel. _____

Luogo e Data, _____

(firma per esteso e leggibile del titolare/rapp.legale)

Enclosure 6 to Part I

(To be completed and enclosed with your bid)

SELF-DECLARATION

The undersigned: (first and last name) _____
Place of birth : _____ Date of birth: _____
Full address: city _____ (prov. _____),
Street/Place: _____,
in his capacities of legal representative of the company: _____

In full acknowledge of his legal responsibilities deriving from following laws and regulations:

- Legge 4 gennaio 1968 n. 15 (Norme sulla documentazione amministrativa e sulla legalizzazione e autenticazione di firma).
- Legge 15 maggio 1997 n.127 (misure vigenti per lo snellimento delle attività amministrative dei procedimenti di decisione e di controllo).
- DPR 10/10/98 n. 403 (Regolamento di attuazione degli articoli 1, 2 e 3 della legge 15/5/97 n. 127)
- CM 31/10/99 n. 84 (Autocertificazione)
- DPR 445/00 (Tu documentazione Amministrativa)
- DPR 554 del 21/12/99
- Legge 575/1965 (Disposizione Antimafia)

Under his own personal responsibility DECLARES that

- Individuals or entities subject to one or more of the following conditions may not take part in the call for bids if they:
 - are in a state of bankruptcy, compulsory liquidation, composition with creditors, or who are currently involved in proceedings for declaration of such situations;
 - have lawsuits pending against them for application of one of the prevention measures defined by Art. 3, Law 1423 of 27 December 1956, or are subject to one of the unintentional impediments defined by Art. 10, Law 575 dated 31 May 1965; The exclusion or ban are effective if the pending lawsuit concerns the owner or the technical director if a privately owned company; the partner or the technical director if a collective undertaking, general partners or the technical director if a limited partnership, administrators appointed as representatives or the technical director if it is another type of undertaking;
 - have been issued a conclusive judgement or against whom an irrevocable criminal sentence or enforcement of plea bargain has been decreed, pursuant to Art. 444 of the Criminal Code, for grave crimes committed against the State or the Community that effect professional ethics; another reason for exclusion is a conclusive judgement for one or more crimes relating to participation in a criminal organisation, corruption, fraud or money laundering, as defined by Community provisions cited at Art. 45, par. 1, EC Directive 2004/18; the exclusion and ban are effective if the sentence or the decree are issued against: the owner or the technical director if a privately owned company; the partner or the technical director of a collective undertaking; general partners or the technical director of a limited partnership; administrators appointed as representatives or the technical director if another type of undertaking or consortium. In all cases, the exclusion or ban are effective also in respect of the entities or individuals who left their posting during the three years preceding publication of the call for bids, unless the undertaking demonstrates that it has taken the necessary measures leading to total dissociation from the criminal conduct; without prejudice to implementation of Art. 178 of the Criminal Code and of Art. 445, par. 2, of the Criminal Code;

- have contravened the ban on fiduciary registration pursuant to Art. 17, Law 55, dated 19 March 1990.
- have committed serious and confirmed offenses relating to safety or any other obligations issuing from an employment association, as ascertained from data in the possession of the National Monitoring Centre;
- according to the justified assessment by the awarding entity, have committed an act of serious negligence or bad faith in performing the services assigned by the awarding entity publishing the call for bids; or who have committed a serious error in the exercise of their professional activity, as ascertained by evidence in possession of the awarding entity;
- have committed confirmed violations against the obligation to pay duties and taxes, according to Italian legislation or the legislation of the State in which the company is located;
- have made, in the year prior to the date of publication of the call for bids, false statements regarding the requirements and the conditions pertaining to participation in bid procedures, as confirmed by data in possession of the National Monitoring Centre;
- have committed serious and confirmed violations against laws governing social security contributions, in accordance with Italian legislation or the legislation of the State in which the company is located;
- do not comply with regulations governing the right to work of the handicapped;
- have been disqualified pursuant to Art. 9, par. 2, letter c), of Legis. Decree 231, dated 8 June 2001 or other ban on signing contracts with public administrations.

Date:

Signature:

Name and Title:

Company:

Enclosure 7 to Part I
(To be completed and enclosed with your bid)

REGISTRATION FOR BIDDERS CONFERENCE AND SITE VISIT
TO BE RETURNED BY (see Para: ***Bidders Conference*** in Part I).

Firm : _____
Address : _____
Telephone : _____
Facsimile : _____
Point of Contact : _____
Invitation for Bid number : **IFIB-NCIA-SPLAT-12-11**
MAINTENANCE OF PREMISES AND
TECHNOLOGICAL PLANT NCISS LATINA

To: Sandro GIOVANNETTI
OF4 – LTC ITA A
Contracting Officer
NATO Communications and Information Agency
Strada della Chiesuola, 78 – 04010 – Borgo PIAVE – LATINA (ITA)
T: +39 (0773) 677 009 F: +39 (0773) 677 098
Email: giovannetti@nciss.nato.int W: www.ncia.nato.int

SUBJECT: Bidders Conference/Site Visit

1. Representatives from my company will/will not (delete as appropriate) attend the bidders' conference and site survey at the NCISS-LATINA hrs

30th OCTOBER 2012- 09.30 hrs

2. Identification of attendees (maximum 2):

First Name	Last Name	ID Type and number	Nationality

3. Questions to be answered: YES/NO

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

4. I request a copy of the minutes of the conference: YES/NO

Date : _____
Signature : _____
Name & Title : _____

Enclosure 8 to Part I

(To be completed and enclosed with your bid)



**NATO COMMUNICATIONS INFORMATION
AGENCY (NCI A)
OFFICE OF LATINA**
Strada della Chiesuola 78 – 04010 – BORGO PIAVE – LATINA
(ITALY)



Invitation for International Competitive Bidding
IFIB-NCIA-SPLAT-12-11
**MAINTENANCE SERVICES OF PREMISES AND TECHNOLOGICAL PLANT AT NCISS
LATINA**

BIDDERS' CONFERENCE PARTICIPATION CERTIFICATE

- Bidders' conference date **30th October 2012**
- Participants
 - Company

- Representative 1 (name)

(signature)

- Representative 2 (name)

(signature)

Sandro GIOVANNETTI
OF4 – LTC ITA A
Contracting Officer
NATO Communications and Information Agency
Strada della Chiesuola, 78 – 04010 – Borgo PIAVE – LATINA (ITA)

Enclosure 9 to Part I
(To be completed and enclosed with your bid)

The label below is to be completed by the bidder and affixed/glued to the exterior envelope or parcel with which the Bid Packages are mailed to NCI Agency.

(Cut along the lines)

SEALED BID TO IFIB NCIA-SPLAT-12-11 To be opened by the Contract Award Committee (CAC) only	
SENDER:
NATO Communications and Information Agency Service Provision Interim Structure/Dir.Res/BAF/P&C Bldg 101 - 7010 SHAPE – Belgium Attn: Major (OF3) Francis DURIMEL (FRA A) Building 101 Room C212 7010 SHAPE Tel: + 32 (0)65 44 5439	

Enclosure 10 to Part I
(To be completed and enclosed with your bid)

DUNS NUMBER

(To be completed and enclosed with bidder's bid)

NAME of the company:

ADDRESS:

COUNTRY:

DUNS number (if applicable):

VAT number:.....

VAT identification number structure

<http://www.ncia.nato.int/Opportunities/Pages/Former-NCSA-Opportunities.aspx>

Date:

Signature:

Name and Title:

Company:

DUNS and BRADSTREET www.dbai.dnb.com

PART IIA

NCI Agency Special Provisions

1.2. CONTRACT DURATION

The contract for the management of **MAINTENANCE SERVICES OF PREMISES AND TECHNOLOGICAL PLANT AT NCISS LATINA** is established for the period of ONE YEAR starting the earliest on the 1st of January 2013 with the possibility of up to FOUR one-year extension options to be executed at the sole discretion of NCISS Latina.

The contract will last as a maximum as follows:

Base period: around 01-Jan-2013 - 31-Jan-2013
1st one year option: 01-Jan-2014 - 31-Jan-2014
2nd one year option: 01-Jan-2015 - 31-Jan-2015
3rd one year option: 01-Jan-2016 - 31-Jan-2016
4th one year option: 01-Jan-2017 - 31-Jan-2017

1.3. OPTIONS

The Purchaser reserves the right, but has no obligation, to exercise Options at any time if and as operations demand, in all or in parts.

Options could be exercised at once or by staged orders and the Purchaser shall not be held liable for any costs or claims that may result to the Contractor if the options or one or more phases of the options are not exercised.

Subject to budget availability: notice of the decision to exercise a yearly Option will be provided to the Contractor not later than **fifteen (15) days** before the start date of the services required.

1.3. Estimated contract value and manpower

The basic estimated monthly cost for this service is established in **€38,000.00** monthly and the service shall be executed in accordance with all provisions and frequencies of the Statement of Work – Part III of this IFIB.

1.4. PRICES

Prices to be paid for the services performed under the contract are stated in the Financial Proposal format annexed to this contract.

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.

Price offered shall be intended fully comprehensive (“onnicomprensivo”), meaning that it includes all necessary for the perfect execution of all obligation of the contract and the statement of work. The contract obligation of the contractor since the moment of contract stipulation is intended as a commitment of results (“vincolo di risultato”). In the offer, the contractor shall take into account and include all costs, direct and indirect, specifying that NCI Agency is exempt from any responsibility and claim for any whatever reason.

There will be no price revision during the contract period including all options.

1.5. PAYMENT SCHEDULE AND SETTLEMENT METHOD

Reference NCI Agency (former NCSA) General Contract Provisions (Part II Section B) clause “PAYMENTS AND INVOICES”.

Payment will be on a calendar monthly basis.

1.6. Penalties

The Contractor is obliged, under penalty of forfeiting the contract, to follow all the provision of the Italian law for the protection of labour and the conditions of collective work contracts applicable to the performances of the contract in subject.

Contractor acknowledges that a copy of the Contract will be provided to the concerning public Labour Offices.

1.7. Contractor obligations

Contractor acknowledge all services already executed and current level of manpower currently employed in the provision of the service subject of the contract. They will be obligated to evaluate the situation at the moment of takeover/handover with current contractor (“passaggio di cantiere”), in accordance with host nations laws, regulations and with the national labour contract (Contratto Nazionale di Lavoro di categoria), standing the right of freedom of enterprise.

The service shall be executed also in case of strike of personnel against its employer; in case such type of strike occurs and the company does not fulfil its requirement for the day/days of strike, NCI A will apply a penalty in the maximum amount of 10% of the monthly amount of the service. Such obligations do not include national or regional strike organized by National Official Labour organization.

If the contract award and stipulation will not be completed by 31st of December 2012, contract will be valid from the moment of signature by both parties until 31st of December 2013, taking into account the period of time necessary for the implementation of the new contractor and the fulfillment of all obligations established by Host Nations laws and regulations for the employees currently executing the service subject of this IFIB.

1.8. Warrant certificate

The awarded company will be requested to provide, not later than **seven (7) calendar days** from the notification of award:

- Warrant certificate (“Cauzione definitiva”) for the amount of 10% of the annual value of the contract that can be presented in the form of “fidejussione bancaria” or “polizza assicurativa” issued by solid bank or insurance company. The warrant shall contain following clauses (in Italian):
 - *rinunzia al beneficio della preventiva escussione del debitore principale, di cui all’art. 1944 del Codice Civile;*
 - *rinunzia all’eccezione di cui all’art 1957, comma 2, del Codice Civile;*
 - *esonero dell’Amministrazione Appaltante dalla formale restituzione della polizza/fideiussione a garanzia dell’offerta, la quale si intende automaticamente svincolata decorsi n° 60 (sessanta) giorni dall’avvenuta aggiudicazione;*
 - *la Società/Ditta si impegna a versare la somma garantita a semplice richiesta all’A.D. per le ipotesi previste per l’incameramento della cauzione.*
- Health and Safety documentation in accordance with Host Nation Regulations and in particular with D.Lgs. 81/2008 and specifically:
 - Insurance policy form which the School will be kept exempt from any damage arising from the execution of the contract and all the performances explicitly mentioned in the SOW and implicitly necessary for the execution of the works. NCISS will evaluate the risks that are covered the coverage ceiling and at its own discretion can request the necessary variations to such insurance:
 - DVR (“Documento di valutazione dei rischi o autodichiarazione”)
 - Technical specification and certification of all machineries and equipment that the company will use for the execution of the contract:
 - Individual protection equipment (“Dispositivi di protezione individuale”) duly signed by each employee per acceptance
 - List of all personnel responsible for: “Addetto al: servizio prevenzione e protezione – RSPP” ; “Medico competente –MC” ; “Rappresentante dei lavoratori” – RLS; “Responsabile antincendio”; “Responsabile primo soccorso”; “Responsabile gestione delle emergenze”
 - Certificates demonstrating the training of such individuals according to the host nation laws and regulations
 - “Dichiarazione di assenza di provvedimenti sospensivi o interittivi (all.17 D.Lgs. 81/2008)”
 - List of employees that will be employed in the execution of current contract, with documentation that demonstrates, per any single individual, the respect of the host nation laws with regard to labour contract, health & safety protection, labour protection and pension contributions (INPS, INAIL, etc.);
 - Any other document and/or certification requested per effect of host nations regulations and/or that is requested by NCISS Health and Safety Officer.
 - All documentation in original or “legal copy” for which the bidder has used the “self-declaration” during the submission of the bid.

Failure in the provision of only one of above mentioned document will result in the cancelation of the award.

1.9. Sub-contracts

Sub-contract of the entire or part of the works is subject to the written approval of NCISS. The Contractor shall be responsible for the execution of all terms of this Contract delegate, transfer or assign its rights or obligations under the Contract without the prior permission of the Contracting Officer. The Contractor shall consequently apply for Contracting Officer approval prior to subcontracting any part of the work. Such approval, and subsequent performance, is subject to the Clause titled "EMPLOYEES" herein. Even if a sub-contract is placed, the Contractor shall be solely responsible for all services and obligations performed by its subcontractors under this Contract.

Any works to be accomplished by the Contractor through sub-contractor/s must have the prior approval from NCI Agency Contracting Officer, provided that the bidder has requested in the offer, with full references of the nominated sub-contractor/s

1.10. Non-disclosure agreement

The below document needs to be provided signed (by the company and the consultant) to NCI Agency no later than **seven (7) calendar days** after the execution start of the contract.

Non-Disclosure Agreement

Name of Contractor Employee: [Click here to enter text.](#)

Employing Company: [Click here to enter text.](#)

Contract Number (PO number): [Click here to enter text.](#)

1. Preamble

This Non-Disclosure Agreement is made between the NATO Communications and Information Agency (NCI Agency) and the Contractor Employee named above. The named Contractor Employee and his/her company have been engaged to perform certain services for NCIA and NATO under the contract listed above, and in connection therewith may be given access to certain NATO information, defined in paragraph 2 below. This document governs the release and management of such information.

For purposes of this agreement, the term “Contractor Employee” includes any personnel utilized by a company to fulfill its contractual duties under an NCI Agency contract, regardless of whether employed directly, by sub-contract, or any other means. For purposes of this agreement, the term “NATO” shall include all NATO bodies, including the Strategic Commands.

2. NATO Information Covered By This Agreement

NATO information covered by this agreement includes all information of a confidential, proprietary, classified, or acquisition/procurement-related nature which comes to the knowledge of the Contractor Employee during the course of his/her contractual duties. This includes, but is not limited to, information relating to NCI Agency’s and NATO’s research, development, products, trade secrets, know-how, technical specifications, contingency plans, requirements, budgeting, customers, finances and personnel.

NATO information covered by this agreement also includes Procurement Sensitive Information. Procurement Sensitive Information is defined as information, the release of which could provide a company with an unfair competitive advantage or affect the integrity of the procurement process. Examples of Procurement Sensitive Information include, but are not limited to, source selection information or contractor bid/proposal information.

NATO information covered by this agreement, (excepting Procurement Sensitive Information), does not include any information that (i) Contractor Employee knew before NCIA disclosed it to the Contractor Employee; (ii) has become publicly known through no wrongful act of Contractor Employee; or (iii) the Contractor Employee developed independently before working for NATO, as evidenced by appropriate documentation.

3. Non-Disclosure

Contractor Employee shall not disclose NATO information covered by this agreement (especially Procurement Sensitive Information) directly or indirectly to any person or entity, including his/her own company, unless authorized by the NCI Agency Contracting Officer.

If authorized to release NATO information covered by this agreement, Contractor Employee will advise the recipient of the confidential and proprietary nature thereof.

Any copies or reproductions of NATO information covered by this agreement shall bear the classification markings and proprietary notices contained in the original.

Contractor Employee shall promptly advise the NCI Agency Contracting Officer in writing if he/she learns of any unauthorized use or disclosure of NATO information covered by this agreement.

Contractor Employee shall not, without, the approval of the appropriate NATO authority, publish (in any document, article, book, CD, video, film, play or other forms) any information acquired in the course of his/her contractual duties with NCIA and NATO.

In dealing with NATO information covered by this agreement, Contractor Employee shall comply with NCIA Directive 60-70 (Procurement), NCIA Directive 40-7 (Standards of Conduct), and with applicable NATO security regulations and security operating procedures.

4. Consequences of Unauthorized Disclosure

Contractor Employee understands that unauthorized disclosure of NATO information covered by this agreement may subject him/her and his/her company to substantial administrative, civil and/or criminal penalties in accordance with applicable laws and regulations.

Unauthorized disclosure may also result in contract termination, disqualification of the company from competition for particular contracts or even disqualification from further business with NCI Agency or NATO. Contractor Employee's involvement in the definition of any contractual requirements for a NATO project will disqualify the Contractor Employee and his/her company from competition for future contractual work related to that project.

5. Return of Information

Contractor Employee shall, upon completion of the tasks assigned to Contractor Employee, upon cessation or termination of Contractor Employee's contract, or upon demand by NCIA, whichever is earliest, return any and all NATO information covered by this agreement (including any copies or reproductions thereof) in his/her possession or control.

6. Property Rights

All NATO information covered by this agreement and work products created under the contract remain the property of NATO and no license or other rights in NATO information is granted hereby. All information is provided "AS IS" and without any warranty, expressed, implied or otherwise, regarding its accuracy or usability.

7. Remedies

Contractor Employee acknowledges that use or disclosure of NATO information covered by this agreement in a manner inconsistent with this agreement will cause NCI Agency and NATO irreparable damage, and NCIA shall have the right to all appropriate legal remedies, including equitable and injunctive relief, to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

8. Duration

The obligations under this agreement shall apply not only during the period of the contract, but shall remain in effect after contract cessation or termination.

NATO Communication and Information Agency

By: _____ (DATE) _____

Major (OF3) Francis DURIMEL (FRA A)
Senior Contracting Officer
NATO Communications and Information Agency

Contractor

(SIGNATURE) _____ (DATE) _____

[Insert Contract Authority name and position]

Contractor Employee

(SIGNATURE) _____ (DATE) _____

[Insert Contractor Employee name, position and company]

Part IIB

NCI Agency (former NCSA) GENERAL PROVISIONS for SUPPLIES AND SERVICES CONTRACTS

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1. ACRONYMS – DEFINITIONS

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

- a. "Bidder" shall refer to the bidding entity that has submitted a bid in response to an IFB, RFP, IFIB or IFIP.
- b. "CNAFS" refers to Centralised NATO Financial Management System.
- c. "Contracting Officer" or the "Purchasing & Contracting Officer" or "P&C" or the "Contracting Authority" means the person executing and managing this contract or IF(I)B on behalf of NCI AGENCY (FORMER NCSA). Only duly designated Contracting Officers have the authority to obligate NCI AGENCY (FORMER NCSA).
- d. "Contractor" means the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it.
- e. "CSD" shall refer to the Contract performance Start Date.
- f. "COTR" is the Contracting Officer (Technical) Representative or his designated alternate.
- g. "Days" shall be interpreted as meaning calendar days.
- h. "EDC" or "CED" shall refer to the Effective Date of Contract. The effective date of the Contract is the date of last signature by the Parties, or a specific date set forth in the Contract.
- i. "IT" shall refer to Information Technology.
- j. "NCI AGENCY (FORMER NCSA)" means the NATO COMMUNICATION & INFORMATION SYSTEMS SERVICES AGENCY located at B-7010 SHAPE-BELGIUM.
- k. "NCI AGENCY (FORMER NCSA) HQ" shall refer to the NCI AGENCY (FORMER NCSA) Headquarters located at SHAPE.
- l. "North Atlantic Treaty Organisation" is hereafter referred to as "NATO".
- m. "Potential Bidder" or "Prospective Bidder" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of an IFB, RFP, IFIB or IFIP, and has indicated there on its intention, without commitment, to participate in the bidding.
- n. "Purchaser" is the legal entity awarding the Contract (i.e. NCI AGENCY (FORMER NCSA)) represented by the Contracting Authority.
- o. "Quality Assurance Evaluator (QAE)". Upon the award of a contract, the QAE is charged with monitoring the daily performance of contractors. QAEs are generally appointed by the technical/receiving organisation and assigned to the contract by the Contracting Officer.
- p. "SHAPE" shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium.
- q. "SOW" shall refer to Statement Of Work.
- r. "TOR" stands for Terms Of Reference

2. ACCEPTANCE OF THE CONTRACT OR CONTRACT MODIFICATION BY THE SUPPLIER

a. The Supplier's acceptance is expressly limited to the written terms of this order. No additional or different terms shall be binding. NCI AGENCY (FORMER NCSA) hereby objects to any additional or different terms contained in Supplier's acceptance.

b. Any of the following acts by the Supplier will constitute acceptance:

- Signing and returning a copy of the purchase order;
- Commencing performance of any effort required to complete this purchase order;
- Informing NCI AGENCY (FORMER NCSA) of commencement of any effort required to complete the order; or
- Shipping of any products in performance of the purchase order or of the contract.

3. ACCEPTANCE AND INSPECTION

a. Acceptance (when applicable, after inspection in accordance with the "Inspection clause" of this contract) shall be subject to, and shall be construed in a manner that is fully in accordance with all the terms and conditions of the Contract.

b. The Contractor shall only tender for acceptance items conforming to the requirements of this contract.

c. 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.

d. NCI AGENCY (FORMER NCSA) reserves the right to inspect or test any supplies or services tendered for acceptance

e. 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 NCI AGENCY (FORMER NCSA) acknowledges that the Contractor has fully demonstrated that the deliveries or works are complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables or completion of all the works
- Successful completion of acceptance testing or inspection.
- Verification of the inventory or of all required certificates and Technical documents.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

f. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

g. NCI AGENCY (FORMER NCSA) may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. NCI AGENCY (FORMER NCSA) must exercise its post acceptance right:

- Within a reasonable time after the defect was discovered or should have been discovered; and,
- Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

4. APPLICABLE LAW

Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the private contract 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, NCI AGENCY (FORMER NCSA) and local installation Directives.

5. ASSIGNMENT OF CLAIM

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

6. AUDITING AND ACCOUNTING

- a. Normal Contractor's national accounting and auditing procedures shall apply.
- b. All Contractor expenditures incurred on the programme will be subject to audit.
- c. The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with "Payments and Invoices" hereunder.
- d. The Contractor shall maintain comprehensive records of costs incurred in carrying out this Contract, in accordance with his national established accounting procedures. This record and relevant supporting documentation shall be made available for review as requested by the International Board of Auditors for NATO or authorised representatives of the NCI AGENCY (FORMER NCSA) Financial Controller
- e. In the event of this Contract being terminated in accordance with the clause "Termination for Convenience of NCI AGENCY (FORMER NCSA)" hereunder, the Contractor shall provide within ninety days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

7. 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.

8. CONSUMER RIGHTS AND PROTECTION

NCI AGENCY (FORMER NCSA) is a non-profit international organisation that will use the goods and services ordered through this contract for its own self-consumption and not for sale. Therefore, the Supplier agrees that NCI AGENCY (FORMER NCSA) must be treated as a consumer for the purposes of the application of any benefits derived from prevailing regulations on consumer protection (e.g., EU Directives like 1999/44/EC and 93/13/ECC). Specifically, the Supplier agrees to extend to NCI AGENCY (FORMER NCSA) the same guarantees and protection applicable to consumers in accordance with any of the stated regulations.

9. CONTRACT ADMINISTRATION AND COMMUNICATIONS

- a. 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:
- b. All inquiries, notices and communications between the Contractor and NCI AGENCY (FORMER NCSA) shall be written in English and in all correspondence the Contract number shall be mentioned.

10. CONTRACT CHANGES AND MODIFICATIONS

- a. The NCI AGENCY (FORMER NCSA) Contracting Officer may at any time, by a written order, submit changes, within the general scope of the contract, for consideration by the Contractor.
- b. All changes, modifications, additions or deletions to the contract are considered to be modifications hereto, must be prepared in writing as formal amendments and must be agreed and signed by both parties in the same manner as the contract.
- c. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the contract, a negotiated adjustment shall be made to the contract, which shall be modified in writing accordingly as part of the process of agreeing upon the amendment.
- d. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Clause titled "DISPUTES – RESOLUTION OF DISAGREEMENTS - ARBITRATION" herein. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**NATO COMMUNICATIONS AND INFORMATION AGENCY / SERVICE PROVISION INTERIM
STRUCTURE / DIR.RES / BAF / PURCHASING AND CONTRACTING BRANCH / B-7010
SHAPE-BELGIUM Telephone: +32 (0)65.44 6160 Facsimile: +32 (0)65.44 7892**

11. CONTRACT DURATION

The duration of this Contract is stated in the Part II of the contract. However, notwithstanding the above, NCI AGENCY (FORMER NCSA) 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.

12. CONTRACT REASSIGNMENT

NCI AGENCY (FORMER NCSA) reserves the right to assign this contract, in whole or in part, to another authorized NATO body, agency or representative. In such a case, NCI AGENCY (FORMER NCSA) shall notify the Contractor in writing.

13. CONTRACTOR NOTICE OF DELAY

- a. 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 NCI AGENCY (FORMER NCSA) of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.
- b. 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, NCI AGENCY (FORMER NCSA) 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.
- c. Notice of Labour Disputes: Whenever the Contractor has knowledge that an actual or potential labour dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

14. CORRUPTION AND ILLICIT GRATUITIES

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

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

15. DEFAULT AND TERMINATION FOR DEFAULT

a. NCI AGENCY (FORMER NCSA) 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:

(1) if the Contractor fails to provide or perform the services or to delivered the supplies within the time and as specified herein or in any extension thereof; or

(2) 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 cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Contracting Officer may, terminate the whole or any part of the contract by written Notice of Default to the Contractor.

b. In the event that NCI AGENCY (FORMER NCSA) terminates this Contract in whole or in part as provided in the paragraph above, NCI AGENCY (FORMER NCSA) may procure services similar to those so terminated and the Contractor shall be liable to NCI AGENCY (FORMER NCSA) 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. In such cases, NCI AGENCY (FORMER NCSA) shall pay to the Contractor the contract price for completed supplies or services delivered and accepted less any excess costs.

c. 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.

d. If this contract is terminated as provided in the first paragraph of this clause, NCI AGENCY (FORMER NCSA), in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA) has an interest. Payment for completed supplies delivered to and accepted by NCI AGENCY (FORMER NCSA) shall be at the contract price. Payment for manufacturing materials delivered to and accepted by NCI AGENCY (FORMER NCSA) 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". NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA) against loss because of outstanding liens or claims of former lien holders.

e. 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 NCI AGENCY (FORMER NCSA), be the same as if the notice of termination had been issued pursuant to such Clause.

f. Failure to agree on a termination settlement shall be considered a dispute subject to the "DISPUTES – RESOLUTION OF DISAGREEMENTS - ARBITRATION" clause.

16. DISCLAIMER CLAUSE

In accordance with Paragraph "Contract changes and modifications" of these NCI AGENCY (FORMER NCSA) GENERAL CONTRACT PROVISIONS any modifications, including changes, additions or deletions and instructions under the contract shall not be binding unless issued in writing by the NCI AGENCY (FORMER NCSA) Contracting Officer. Should the Contractor follow directions other than from the NCI AGENCY (FORMER NCSA) Contracting Officer in the performance of the contract, the risk taken will be solely that of the Contractor.

17. DISPUTES - RESOLUTION OF DISAGREEMENTS – ARBITRATION

Any disagreements regarding the interpretation or application of this Contract shall be resolved by negotiations and, in case no resolution is found, through binding arbitration in accordance with the following:

a. Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the parties to the Contract with respect to any matter arising out of or relating to

the Contract, other than a matter as to which the decision of the Purchaser under the Contract is to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor(s).

b. The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor(s) has submitted an attestation that states as follows:

“I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the contractor believes NATO is liable; and that I am duly authorized to certify the claim on behalf of the contractor.” as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

c. The Contracting Authority's decision shall be final and conclusive unless, within 30 days from the date of receipt of the notification letter of such a decision, the Contractor(s) mails or otherwise furnishes to the Contracting Authority a notification of his decision to open arbitration proceedings in accordance with the arbitration provisions at paragraph 25.d. through 25.i. below. The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as provided by the Purchaser.

d. Pending final decision of a dispute, the Contractor(s) shall proceed diligently with rendering the services of the Contract, unless otherwise authorised to do so by the Purchaser.

e. The Contractor(s) agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor(s) had beforehand identified and submitted to the Contracting Authority for decision in accordance with paragraph 25.a. above. The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.

f. Within a period of thirty days from the date of receipt of the Contractor's notification at paragraph 25.c. above, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal

within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

g. Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.

h. Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.

i. Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.

j. An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 28.f. above.

k. The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present contract.

l. The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.

18. DOCUMENTATION

a. Any document which is required to be submitted for NCI AGENCY (FORMER NCSA) review and approval shall be categorised by NCI AGENCY (FORMER NCSA) as follows:

(1) Approved

(2) Conditionally approved subject to the incorporation by the Contractor of NCI AGENCY (FORMER NCSA) comments

(3) Not approved for the reasons stated by NCI AGENCY (FORMER NCSA)

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

c. 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 NCI AGENCY (FORMER NCSA).

d. NCI AGENCY (FORMER NCSA) reserves the right without further payment to reproduce and/or translate, in whole or in part, for sole use in NCI AGENCY (FORMER NCSA), any or all documentation supplied by the Contractor under the contract.

e. The applicability of the clauses "CONFIGURATION MANAGEMENT" is extended to include information submitted in a machine readable form e.g. on magnetic media.

19. EXPORT LICENSING

The Contractor shall be responsible for obtaining any export license required with respect to the goods, products or technologies including software, sold, delivered, licensed or otherwise provided to the NCI AGENCY (FORMER NCSA) under the contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities to the NCI AGENCY (FORMER NCSA), The NCI AGENCY (FORMER NCSA) shall lend the Contractor all reasonable assistance required for obtaining any such export license, the Contractor shall promptly consult with the NCI AGENCY (FORMER NCSA) to enable the NCI AGENCY (FORMER NCSA) to take appropriate measures to resolve the matter.

20. FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of the provisions of the contract where such failure or delay arises due to causes (such as any acts of God, war, floods, epidemics, etc.) outside the reasonable control of the party required to perform such provisions.

21. FURNITURE AND EQUIPMENT

The Contractor may furnish, install and maintain its own furniture and equipment without any cost or expense to NCI AGENCY (FORMER NCSA). 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 NCI AGENCY (FORMER NCSA) and, in the event of removal all costs and expenses thereof shall be borne by the Contractor.

22. HEALTH, SAFETY AND ACCIDENT PREVENTION

- a. The Contractor shall comply with applicable European Union and/or Host Nation laws and regulations on safety at work, health protection and hygiene.
- b. 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.
- c. At any time, the NCI AGENCY (FORMER NCSA) Safety Officer and Host Nation labour inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

23. 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.

24. INSPECTION

- a. All equipment, materials and supplies incorporated in the work covered by this Contract are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as required under the Contract or, if specified, best commercial (National and International) standard as provided under 40.2 hereafter.
- b. All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, data including software and firmware) and services may be subject to inspection and test by the Purchaser, or his authorised representative to the extent practicable at all times and places prior to acceptance, including the period of manufacture, or after delivery, or as otherwise specified in the Contract.
- c. To that purpose QAEs are generally appointed by the technical/receiving organisation and assigned to the contract by the Contracting Officer. The QAE will be involved early in the procurement process and the development of a quality assurance plan. Upon the award of a contract, the QAE will be charged with monitoring the daily performance of the contractor. Depending on the complexity of contracts the COTR may also perform QAE-equivalent duties.
- d. Alternatively the Purchaser may delegate, within the terms of STANAG 4107 and 4108, the inspection and the witnessing of acceptance testing to the Purchaser's Quality Assurance Representative (NQAR)
- e. No representative (QAE or COTR) or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Officer in writing.
- f. In the event that any supplies, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications and to the intended function of the supplies, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Supplies, or lots thereof or services which have been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is disclosed.
- g. If the Contractor fails promptly to remove, replace or correct such supplies or lots thereof, or services, the Purchaser either:
- May by Contract or otherwise return, replace or correct such supplies or services and charge to the Contractor the cost incurred by the Purchaser; or
 - May terminate this Contract for default as provided in Article 24 of this Contract entitled "DEFAULT AND TERMINATION FOR DEFAULT".

h. Unless the Contractor corrects or replaces such supplies or services within the delivery schedule, the Purchaser may require the delivery of such supplies or services at a reduction in price, which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of the clause "DISPUTES - RESOLUTION OF DISAGREEMENTS - ARBITRATION CLAUSE"

i. If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his sub-contractor's premises where any part of the contractual work is being performed. If Purchaser inspection or test is made at a point other than the premises of the Contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the work. The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when supplies or services are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies or services shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject supplies or services shall neither relieve the Contractor from responsibility for such supplies or services as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.

j. The inspection and test by the Purchaser of any supplies or lots therefore, or services, does not relieve the Contractor from any responsibility regarding defect or other failures to meet the Contract requirements which may be discovered prior to acceptance.

25. LEGAL STATUS OF THE PARTIES

The NATO CIS Agency and the Contractor shall also each be referred to as a "Party" hereunder, and:

a. NCI AGENCY (FORMER NCSA), including its subsidiary organs, has full juridical personality and enjoys privileges and immunities as are necessary for the independent fulfilment of its purpose.

b. The Contractor shall have the legal status of an independent contractor and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect of being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

26. LICENSES AND PERMITS - 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.
- it and its Sub-contractors have obtained or will obtain all necessary licenses and permits required in connection with the Contract.
- 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 NCI AGENCY (FORMER NCSA).

27. LIQUIDATED DAMAGES

- a. 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 NCI AGENCY (FORMER NCSA) as fixed, agreed, and liquidated damages of 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price.
- b. Alternatively, NCI AGENCY (FORMER NCSA) may terminate this contract in whole or in part as provided in the first paragraph of the "DEFAULT AND TERMINATION FOR DEFAULT" clause HEREIN and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT AND TERMINATION FOR DEFAULT" clause, for such liquidated damages accruing until such time as NCI AGENCY (FORMER NCSA) may reasonably obtain delivery or performance of similar supplies or services.
- c. 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 AND TERMINATION FOR DEFAULT" clause and in such event, subject to the "DISPUTES - RESOLUTION OF DISAGREEMENTS - ARBITRATION" 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.

28. MAINTENANCE OF NCI AGENCY (FORMER NCSA) PREMISES AND FIXTURES

- a. The Contractor undertakes to maintain the premises in a clean and attractive state 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.
- b. Maintenance of fixtures and facilities is a responsibility of NCI AGENCY (FORMER NCSA). The Contractor will not bear any charge regarding this matter, except in case of negligence or improper use as stated in paragraph above.
- c. The premises shall be available for inspection at any time by NCI AGENCY (FORMER NCSA) authorized representatives.
- d. The Contractor shall not make any alterations to the premises and fixtures without prior written approval of NCI AGENCY (FORMER NCSA). This does not prohibit the Contractor from providing suitable decoration for the facility at his own expense, with the previous approval of NCI AGENCY (FORMER NCSA).
- e. Failure by the Contractor to fulfil any of the provisions in the above paragraphs, after appropriate written notice by the Contracting Officer, shall give NCI AGENCY (FORMER NCSA) the right to cause these provisions to be fulfilled to NCI AGENCY (FORMER NCSA)'s requirements and to pass the full costs of such fulfilment to the Contractor for immediate reimbursement to NCI AGENCY (FORMER NCSA) without regard to any actions the Contractor may plan to take to obtain reimbursement from any other party or parties.

29. MARKING SHIPMENTS

- a. At a minimum, each parcel is to be marked with the contract number, delivery address and NCI AGENCY (FORMER NCSA) point of contact, if provided.
- b. Unless otherwise specified in the Contract the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract.
- c. The Contractor shall ensure that NCI AGENCY (FORMER NCSA) receives all necessary transport documents in a timely manner so as to enable NCI AGENCY (FORMER NCSA) to take delivery of the goods in accordance with the requirements of the Contract.

30. MATERIAL AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose and all workmanship shall be first class.
- b. Where equipment, materials or articles are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality.

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c. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates incorporating in the work together with their performance capacities and other pertinent information.

d. When required by the specification, or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the materials or articles, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

e. The contracting Officer may, in writing, require the Contractor to remove from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the work is contrary to the interest of NCI AGENCY (FORMER NCSA).

31. MISCELLANEOUS - ENTIRE AGREEMENT

a. The entire agreement between the Contracting parties is contained in this contract or order and is not affected by any oral understanding or representation whether made previous to or subsequent to this Contract.

b. The Contractor has fully read all terms, clauses, specifications and detailed General and any Special conditions stipulated in this order. He unreservedly accepts all terms thereof.

c. If any term of this contract is held to be invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions shall not be affected.

d. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In additions, the Contractor shall maintain compliance with all obligations relating to its registration as qualified vendor of goods or services to the NCI AGENCY (FORMER NCSA); as such obligations are set forth in the NCI AGENCY (FORMER NCSA) vendor registration procedures.

e. Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the NCI AGENCY (FORMER NCSA), including its subsidiary organs.

32. NCI AGENCY (FORMER NCSA) DELAY OF WORK

a. If the performance of all or any part of the work is delayed or interrupted by an act of NCI AGENCY (FORMER NCSA) 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.

b. 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.

c. No claim under this clause shall be allowed for any delay resulting from the restriction of access to NCI AGENCY (FORMER NCSA) 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.

33. NCI AGENCY (FORMER NCSA) FURNISHED PROPERTY

a. NCI AGENCY (FORMER NCSA) shall deliver to the Contractor, for the use only in connection with this contract, the property (if any) stated in the Part II or III of this contract (hereinafter referred as "NCI AGENCY (FORMER NCSA) furnished property"), at the times and locations stated therein.

b. Title to NCI AGENCY (FORMER NCSA) furnished property shall remain vested in NCI AGENCY (FORMER NCSA). The Contractor shall maintain adequate property control records of NCI AGENCY (FORMER NCSA) furnished property.

c. Contractor, upon delivery to him of any NCI AGENCY (FORMER NCSA) 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.

d. The Contractor shall not modify any NCI AGENCY (FORMER NCSA) furnished property unless specifically authorised by the Contracting Officer.

34. NCI AGENCY (FORMER NCSA) REGULATIONS

The Contractor shall comply with the applicable provisions of NCI AGENCY (FORMER NCSA) and NCI AGENCY (FORMER NCSA) regulations and directives as communicated to it by the Contracting Officer.

35. NON DISCLOSURE AGREEMENT

- a. Contractor's performance under this Contract may require access to third party data and information. The Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information.
- b. The Contractor and all Sub-contractors may be required to sign non disclosure agreements or certificates for access to specific information to complete tasks. Any such requirements will be indicated in the Contract Special provisions.
- c. The Contractor shall ensure that its officers, employees, agents and Sub-contractors shall have been made aware of the requirements of confidentiality and shall not cause or permit the data and/or information to be either totally or partially disclosed to any third party.
- d. Notwithstanding to above all officers, employees, agents and subcontractors working on-site at NATO or, under circumstances where the TOR warrants, shall sign a Non Disclosure Agreement (NDA).
- e. The Contractor shall be liable for all damages resulting from the non-authorized use of the data and/or information.

36. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. 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.
- b. In the event of any claim or suit against NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA), 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 NCI AGENCY (FORMER NCSA) except where the Contractor has agreed to indemnify NCI AGENCY (FORMER NCSA).
- c. This clause shall be included in all sub-contracts.

37. 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 (Part II – Section A) (if provided).
- 3rd The General Provisions (Part II – Section B).
- 4th The Statement Of Work (Part III).
- 5th The Contractor's Bid or Proposal accepted by NCI AGENCY (FORMER NCSA).

The documents listed above form the entirety of the contract.

38. PATENT INDEMNITY

a. Except as otherwise provided in this contract, the Contractor agrees to assume all liability for the infringement, if any, of patents in force in the countries where the items will be manufactured, under this contract and in other countries where the patents are in force; and will be responsible for obtaining any patent licenses necessary for the performance of this contract and for making any other arrangements required to protect NCI AGENCY (FORMER NCSA) from any liability for patent infringement in said countries. The Contractor will notify NCI AGENCY (FORMER NCSA) of any claims of which it has knowledge, or may be notified, of patent infringement pertaining thereto.

b. The Contractor shall indemnify NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA) of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by NCI AGENCY (FORMER NCSA) 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.

39. PAYMENTS AND INVOICES

a. Payment shall be made within 30 days from receipt of a proper invoice i.e. :

(1) Certified and duly signed by a duly authorised company official.

Each copy of the invoice shall contain the following certificate "I certify that the above invoice is true and correct and that payment therefore has not been received".

(2) Supported by a Certificate of Receipt, Inspection and Acceptance duly signed by the Authority to whom the goods/services were delivered and by a Certificate of Inspection and Acceptance duly signed by the Authority assigned by the Contracting Officer to carry out Inspection and testing as specified in the "Inspection" clause here above (COTR, QAE or NQAR).

(3) Including remittance details.

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

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

d. NCI AGENCY (FORMER NCSA) shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

e. Invoices will be submitted in duplicate and give the following information:

(1) Its reference and issue date.

(2) The name, address of NCI AGENCY (FORMER NCSA).

(3) The Contract number.

(4) Purchase Order number (if applicable)

(5) The description of services or deliverables

(6) The quantities and unit prices (exclusive of taxes and duties).

(7) The total amount to be paid.

(8) The bank account details where the Contractor will receive the payment

f. For partial payments, indicate the payment number by noting "Partial Payment Number ...".

g. Invoices shall be sent to the address listed in the "Bill to" block of the contract.

40. PENALTY FOR UNSATISFACTORY PERFORMANCE

- a. When unsatisfactory performance or late completion exists the Contracting Officer will send the Contractor a "Show Cause" letter.
- b. The Contractor will have 5 (five) days to refute the unsatisfactory performance or late completion or correct the unsatisfactory performance or make deliveries.
- c. Failure to refine or correct the situation will result in a penalty equal to one tenth of 10% of the original amount, transportation, loading and unloading fees excluded, for each day of delay after the delivery term date specified in the contract. The total amount of penalty will not exceed the said 10%.
- d. In addition, at the option of the Contracting Officer may decide for a termination for default and the Contractor may be excluded from the supplier list as being a non-responsible and/or a delinquent Contractor. Debarred bidders shall neither be offered NATO solicitations for contracts from this Agency.

41. PREFERRED CUSTOMER STATUS

- a. For all supplemental agreements made for supplies and services furnished to NCI AGENCY (FORMER NCSA) without competition, the Contractor shall offer prices on a "Preferred Customer" basis.
- b. The Contractor shall offer prices as favourable as those extended to any Government, Agency, and Company, Organization or individual purchasing or handling like quantities of supplies or services covered by the contract under similar conditions.
- c. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify NCI AGENCY (FORMER NCSA) and the prices of such items shall be correspondingly reduced by a contract modification.
- d. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National policies.

42. PRICES

- a. Prices to be paid for the services performed under the contract are stated in the Part I of the contract. 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.
- b. Contract Prices are valid for the execution periods specified in the contract.
- c. Unless differently specified in the Special Contract provisions, all prices are firm and fixed and there will be no price revision for the base contract or for the options.

43. PROTECTION AND INDEMNIFICATION OF NCI AGENCY (FORMER NCSA)

- a. The Contractor shall at all times hold NCI AGENCY (FORMER NCSA), 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.
- b. The Contractor shall indemnify and hold NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA) furnished property, including facilities and utilities.
- c. The Contractor shall pay compensation for all damage occurring to any NCI AGENCY (FORMER NCSA)'s property, facilities and utilities, occasioned by the Contractor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on NCI AGENCY (FORMER NCSA)'s premises in connection with the Contract.
- d. All property of the Contractor while at NCI AGENCY (FORMER NCSA)'s premises shall be at the risk of the Contractor, and NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA)'s agents, representatives or employees.

44. RELEASE OF NEWS/INFORMATION

- a. 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.
- b. Furthermore the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO, and/or NCI AGENCY (FORMER NCSA) in connection with its business or otherwise.

45. RESPONSIBILITY OF THE COTR (OR DESIGNATED ALTERNATE)

The COTR, acting on behalf of the Contracting Officer, is responsible for and has the authority to:

- a. Verify the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications and assure that the work stays within the set of technical bounds.
- b. Perform, or cause to be performed, inspections necessary in connection with Para 1. above and verify that the Contractor has corrected all deficiencies. Perform provisional acceptance for NCI AGENCY (FORMER NCSA) of services delivered under this contract subject to concurrence by the contracting officer.
- c. Maintain liaison and direct communication with the Contractor. Written communications with the Contractor and other documents pertaining to the contract shall

be signed as "Contracting Officer's (Technical) Representative" with a copy furnished to the Contracting Officer.

d. Monitor the Contractor's performance and notify the Contracting Officer of deficiencies observed during surveillance. Record and report to the Contracting Officer incidents of faulty or non-conforming work, delays, or problems.

e. Coordinate site entry for Contractor personnel and ensure that any NCI AGENCY (FORMER NCSA)- furnished property is available when required.

f. For Consultant services contracts:

(1) Liaise between the Consultants and any NATO personnel.

(2) Assess and co-ordinate the Consultants requirements for the performance of their tasks.

(3) Approve Consultants leave and/or absences from NCI AGENCY (FORMER NCSA).

(4) Certify the Consultants timesheets.

Limitations:

g. The COTR is not empowered to award, agree to, or sign any contract (including delivery orders) or modifications thereto, or in any way to obligate the payment of money by NCI AGENCY (FORMER NCSA).

h. The COTR may not take any action that may impact on the contractor delivery schedules, funds, or scope. You may not make any contractual agreements, commitments, or delivery schedules.

Duration of the COTR mission:

i. The designation as a COTR shall remain in effect through the life of the contract, unless sooner revoked or terminated by the Contracting Officer. Such termination of the designation shall be in writing. If the COTR designation is revoked for any reason before completion of this contract a successor COTR will be designated in writing by the Contracting officer. Accordingly there will be no re-delegation of the COTR authority between the old and the new COTR's.

46. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

a. Ownership: as between the parties, the parties agree that that portion of the work product as created by operation of this Agreement relating to NCI AGENCY (FORMER NCSA)'s information shall belong exclusively to NCI AGENCY (FORMER NCSA).

b. 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.

c. Pre-Existing Materials: the Contractor may include in the supplies pre-existing work or materials.

d. The Contractor grants to NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA)'s purposes and benefit under the applicable statement of work.

47. SECURITY

a. Unless otherwise specified in the Special Contract provisions, the Contractor shall assign to this contract personnel who currently hold a valid NATO Secret security clearance, confirmed to the Purchaser by the relevant National Security Authority at Contract signature. If this is not possible, the Contractor shall assign personnel who have already submitted an application for a security clearance. This requirement applies to all Sub-contracts issued by the Contractor for effort under this prime Contract. If during the performance of the Contract, Contractor's Technical Support Personnel need to be escorted because of the non-availability of the security clearance required by the Site, only the actual work time (as recorded) will be considered for payment.

b. The Contractor shall comply with all security measures as are prescribed by the Purchaser and the National Security Authority or designated security Agency of each of the NATO countries in which the Contract is being performed. He shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract. In particular the Contractor undertakes to:

(1) Appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;

(2) Maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;

(3) Abstain from copying by any means, without the authorisation of the Purchaser, the National Security Authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

(4) Furnish, on request, information to the National Security Authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;

(5) Maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date and level of clearance;

(6) Deny access to NATO classified information to any person other than those persons authorised to have such access by the National Security Authority or designated security agency;

- (7) Limit the dissemination of NATO classified information to the smallest number of persons as is consistent with the proper execution of the Contract;
- (8) Comply with any request from the National Security Authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
- (9) Report to the Purchaser or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of NATO classified information;
- (10) Apply to the Purchaser for approval before sub-contracting any part of the work, if the Sub-Contract would involve the sub-contractor in access to NATO classified information, and to place the sub-contractor under appropriate security obligations no less stringent than those applied to his own Contract;
- (11) Undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct; and
- (12) Classify any produced document with the highest classification of the NATO classified information disclosed in that document.

48. SOFTWARE RELEASES AND UPDATES

- a. 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.
- b. The Contractor shall for duration of minimum five (5) years after acceptance, and upon their availability, offer to NCI AGENCY (FORMER NCSA) 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.

49. SPECIAL TERMINATION CLAUSE

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

- (1) Death, supervened incapacity or extinction of its legal entity;
- (2) 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,
- (3) Change of activity in such a manner that it becomes incompatible with the purpose of this Contract,

b. 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.

c. The settlement of such a special termination shall be in line with the "TERMINATION FOR CONVENIENCE" clause hereafter.

50. STOP WORK ORDER

a. 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 and determine under which terms the work may be resumed, or
- (2) terminate the work covered by such order as provided in the "Termination for Convenience" or the "Termination for default" clause of this contract.

b. If a stop work order issued under this clause is cancelled, or the period of the order or any extension thereof expires, without a decision by the Purchaser, the portion of work related to the stop work order shall be resumed by the Contractor.

c. In any of the above situations, the Contractor shall be entitled to an equitable adjustment if it is found that the reason for the suspension did not arise do to actions attributable to the Contractor but was for the convenience of the Purchaser alone. This 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.

d. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of NCI AGENCY (FORMER NCSA) the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

51. SUB-CONTRACTS

a. The Contractor shall be responsible for the execution of all terms of this Contract delegate, transfer or assign its rights or obligations under the Contract without the prior permission of the Contracting Officer. The Contractor shall consequently apply for Contracting Officer approval prior to subcontracting any part of the work. Such approval, and subsequent performance, is subject to the Clause titled "EMPLOYEES" herein.

b. Even if a sub-contract is placed, the Contractor the Contractor shall be solely responsible for all services and obligations performed by its subcontractors under this Contract.

c. In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the NCI AGENCY (FORMER NCSA). The NCI AGENCY (FORMER NCSA) shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the NCI AGENCY (FORMER NCSA) reasonably considers is not qualified to perform obligations under the Contract. The NCI AGENCY (FORMER NCSA) shall have the right to require any subcontractor's removal from NCI AGENCY (FORMER NCSA) premises without having to give any justification therefore. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuse for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors.

d. The NCI AGENCY (FORMER NCSA) shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the NCI AGENCY (FORMER NCSA) reasonably considers is not qualified to perform obligations under the Contract. The NCI AGENCY (FORMER NCSA) shall have the right to require any subcontractor's removal from NCI AGENCY (FORMER NCSA) premises without having to give any justification therefore. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuse for the non-performance, of any of its obligations under the Contract.

e. Sub-contractors shall be limited to persons and firms of member nations of NATO, participating in the funding of this requirement, unless specifically authorised by the Contracting Officer. The list of participating countries is specified in the Special Provisions.

f. The Sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the Contract, at no cost to NCI AGENCY (FORMER NCSA).

g. Cancellation of the present Contract shall automatically terminate all sub-contracts, unless agreed otherwise between NCI AGENCY (FORMER NCSA) and the Sub-contractors.

52. TAXES AND DUTIES

a. The contract price, including the prices in any sub-contracts hereunder, shall not include any customs charges, taxes or other charges levied by the member nations of NATO, or any political subdivision thereof, from which NCI AGENCY (FORMER NCSA) is exempt, on the work performed by the Contractor or his sub-contractors under this contract.

b. To the extent NCI AGENCY (FORMER NCSA) is not exempt from such charges by virtue of law, regulation or international agreement, payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by NCI AGENCY (FORMER NCSA) and NCI AGENCY (FORMER NCSA) shall hold the Contractor and his sub-contractors harmless there from. In the event such charges are levied against, and must be paid directly by, the Contractor to his sub-contractors, NCI AGENCY (FORMER NCSA) shall reimburse the Contractor the full amount of the charges upon receipt of the Contractor's invoice and appropriate documentation.

c. The present Contract is exempted of V.A.T. according to following regulations:

(1) For Belgian firms : Article 42, §3, 3° du code de la TVA.;

(2) For firms from the EEC countries: Article 15.10 from the EEC Council Directive 77/388/EEC;

(3) For firms from non-EEC countries: Article VIII of Paris Protocol, dated 28 August 1952 and Articles IX and X of the Ottawa Convention of 1951.

53. TERMINATION FOR CONVENIENCE OF NCI AGENCY (FORMER NCSA)

a. The performance of work under this Contract may be terminated by NCI AGENCY (FORMER NCSA) 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 NCI AGENCY (FORMER NCSA). 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.

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

(1) stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(2) 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;

(3) terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) 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;

(5) transfer title of property and deliver to NCI AGENCY (FORMER NCSA) in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:

(a) The fabricated parts, work in process, completed work, and

(b) 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 NCI AGENCY (FORMER NCSA);

(6) complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

c. 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.

d. 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 Contractor will immediately submit any outstanding invoices for supplies or services delivered and accepted prior to termination date for payment.

e. 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 NCI AGENCY (FORMER NCSA) at all reasonable times at the office of the Contractor but without direct charge to NCI AGENCY (FORMER NCSA), 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.

54. TITLE OF PROPERTY AND RISK OF LOSS

- a. The Contractor warrants and represents that the goods delivered under the contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests.
- b. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the contractor to the NCI AGENCY (FORMER NCSA) upon delivery of the goods and their acceptance by NCI AGENCY (FORMER NCSA) in accordance with the requirements of the Contract.
- c. Acceptance is regardless of when or where NCI AGENCY (FORMER NCSA) takes physical possession.
 - (1) Risk of loss or of damage to supplies covered by this contract will remain with the Supplier until, and will pass to NCI AGENCY (FORMER NCSA) upon, acceptance by NCI AGENCY (FORMER NCSA) at the destination specified in this contract.
 - (2) Risk of loss of or damage to supplies that so fail to conform to the contract as to give a right of rejection will remain with the Supplier until cure or acceptance, at which time (1) above shall apply.
- d. Notwithstanding the above, the Supplier must not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of NCI AGENCY (FORMER NCSA).

55. VARIATION IN QUANTITY

- a. No variation in quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing process.
- b. In such cases, variations will only be permitted to the extent, if any, specified elsewhere in the contract.

56. WARRANTY

- a. Notwithstanding inspection and acceptance by NCI AGENCY (FORMER NCSA) of supplies furnished or work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants, in accordance with EU Consumer Law Sets Warranty Standard and without prejudice to possible longer warranty periods offered by the manufacturers or importers, that for a period of minimum two (2) years 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.
- b. 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.

c. 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.

d. 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.

e. 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.

f. 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 – RESOLUTION OF DISAGREEMENT AND ARBITRATION"

g. 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.

h. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends two (2) years after the date of provisional acceptance.

i. 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 – RESOLUTION OF DISAGREEMENT AND ARBITRATION" clause of this contract.

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

k. The rights and remedies of NCI AGENCY (FORMER NCSA) provided in this clause are in addition to and do not limit any rights afforded to NCI AGENCY (FORMER NCSA) by any other clause of the contract.

PART III

STATEMENT OF WORK (SOW)

TECHNICAL SPECIFICATION

OPERATIONAL AND MAINTENANCE

SERVICES

1. SCOPE OF SERVICES

A. To provide the operation and maintenance services with firm fix-prices, for the Technological Plant and all the utility covering the whole campus in a complete and integrated approach, for the entire complex of the NATO CIS School (NCISS) in Latina. The contractor must furnish all the necessary equipment, materials, manpower, management and supervision to provide the referred services in accordance with the provision of the attached Technical Specifications.

B. Bidders should be aware that NATO building space is subject to change. These specifications are subject to a tolerance of 10% in the figures quoted for the areas without additional claims of any sort by the contractor. For changes over and above these figures the contractual adjustments will be implemented using the quoted unit prices in the bid.

C. Generally, the contracted operation and maintenance services shall include but not be limited to the operation and maintenance requirement for the Technological Plant and all the utility services covering the whole campus in a complete and integrated approach.

This specification tries to cover and list all the foreseeable tasks and responsibilities necessary to maintain in an optimum state of serviceability all the systems and utility services. However should anything necessary toward this end have been overlooked, it shall be, nevertheless, the responsibility of the contractor to cover it at no additional cost to NATO so as to ensure the proper implementation of this contract.

The contractor shall be responsible to perform all the required maintenance starting from the preventive tasks to the non-scheduled maintenance, that are necessary to ensure the serviceability of the whole complex.

The systems are hereunder listed in main blocks and services:

- Air Conditioning Plant inclusive of the water refrigeration system, remote condenser, pumping system, air treatment units, air distribution and control system;
- Roof mounted air treatment units inclusive of the ventilation-sanitizing - filtering units and air distribution/control system;
- Heating system, inclusive of the centralized plant, the pumping stations, radiators, fan coils and distribution;
- Electrical transformation cabins and 380/220VAC distribution system inclusive of the local Power Distribution Panels and outlets;
- Fire Alarm System

- Water supply system inclusive of wells, pumping stations, water treatment plant;
- Tunnels and cellars, including water pumps
- Sewage treatment plant
- Diesel generator plant, uninterruptible power supply units and relative battery banks;
- Distribution systems of all the utilities;
- Trane Air conditioning plant (37.1 kW) and air distribution of the auditorium, room 111;
- Carrier Air conditioning plant (66 kW) and air distribution of building 117;
- Sanyo (mod. Scf-ar802EH8) Air conditioning plant (65 kW) and air distribution of building 109;
- Emerson Air conditioning plant (25kW+25 KW) and air distribution in the School Server Room
- Airwell conditioning plant (18.9 kW) and air distribution in the UPS Room (Tech Plant)
- External and internal illumination system;
- Fire Hydrant system, lawn watering system;
- Miscellaneous systems that are integral part or complementary to the above;
- Monitoring through appropriate testing the Sick Building Syndrome.

Additionally, the contractor shall monitor the condition of all the buildings inclusive of the wall plaster, wall paint, door serviceability and alignment and will be requested to provide civil work services such as minor painting, plastering, minor repairs, on a case by case basis, so as to always ensure that emergency requirements are met and the buildings have a neat appearance.

This scope of works is inclusive of all the technical and administrative tasks and processing necessary to meet the objectives as outlined in this specification.

D. The termination and/or cancellation of such contract agreements are subject to the terms and conditions of the solicitation.

E. This solicitation specifies a number of documents, programs and plans to be submitted as an integral part of the bid. All the requests made are to be satisfied at bid submission. Should any of the requests not be met or any of the

documentation/plans/programs requested within the body of this specification be missing, this may be cause of bid disqualification and rejection.

2. BIDDERS CONFERENCE

A bidder's conference will be held at the NATO CIS School (NCISS), Latina, Italy, at the time and date specified in the Invitation Letter. All prospective bidders are required to attend. The pre-proposal conference will provide the opportunity to review the requirements and intent of the contract documents. Following the meeting attendees will be invited to a walkthrough of the base facility buildings. Tours of the facilities WILL NOT be provided before or after the pre-proposal conference.

It is mandatory that prospective bidders attend the bidding conference and walk through presentation in order to inspect the premises and familiarize themselves with building conditions and grounds prior to submitting a bid. Failure to attend such meeting will constitute grounds for disqualification of the bid.

3. BUILDING(S) AND AREAS TO BE SERVICED

The contractor is responsible for the serviceability of the systems listed above and the distributions to the terminal users within the campus that includes the following:

- Main Training Building (2 story building plus roofs, tunnel cellars)
- Student Quarters (2 story building plus roofs, tunnel cellars)
- Building 117 (one story building)
- Building 109 (one story building)
- Technological Plant (technical areas and maintenance offices)
- NATO External Area

Changes to this list maybe made as the NATO requirements and price vary.

4. GENERAL CONDITIONS

The following information is provided to assist the bidders in understanding the scope of services needed for this bid

As the NATO centralized technical training center, NCISS takes pride in providing an exceptionally operational and safe environment at all times for its patrons and employees and expects the operation and maintenance services to demonstrate this same pride in their work performed.

A total and comprehensive bid shall be submitted for all the facilities and no partial bidding will be accepted.

A. Staffing

The Contractor shall have enough qualified personnel to perform the services under the contract. The Contractor shall provide a list of the key personnel and copies their resumes to the COR upon commencement of services and as changes occur of The resources will have to be of an adequate professionalism in relation to the service to be carried out, furnished with the necessary qualifications and insurances according to the terms of law.

Attached to the monthly program, the Company will have to transmit to the NCISS the list of details, complete with number of qualification license, of the personnel employed at the plants including those destined for the control and inspections for the good progress of the bid. The personnel who for motivated reasons are not considered suitable by the NCISS will have to be replaced.

The personnel, of proven capacity and trust, will have to:

- Present himself in order in person and in clothing.
- be recognized, upon request, by the personnel responsible for the vigilance and security of the building;
- carry easily visible, during the period of presence on the premises, the appropriate identity card provided by NATO

The Company commits itself to observe and have observed the rules and the prescriptions of the collective contracts, the laws and the regulations on the protection, security, health, insurance and assistance of the workers, assuming at its own expense all the relative honors, the eventual civil and penal sanctions foreseen by the law and by regulations in force on the subject, relieving the NCISS from now on from any responsibility in merit.

The same obligations foreseen by the law also applies for the type and state of use of the tools and machines with which the personnel is equipped.

All the supplies of any sort of individual protection suitable to avoid accidents

deriving from specific risks of the services (shoes, belts, helmets, gloves, glasses, etc.) will be at the expense of the contractor, as well as all the control and the means of warning danger (warning notices/indicators/alarms), to the service personnel or other personnel, pertaining to the work area that needs confining for the performance of a specific maintenance. All other safety measures to be installed because required by law will be paid by NATO separately.

The contractor shall describe in the bid its personnel training and motivational programs so the service contracted won't suffer from continual "new training problems."

B. Minimum Hours of operations

The contractor shall man the Technological Plant 24 hours a day, seven days a week, 365 days per year.

As a minimum, the staff shall be:

- 1 (one) supervisor on a daily shift:
 - present on base from 08.00 to 18.00 from Monday to Friday
- 1 (one) worker maintenance staff:
 - present on base from 00.00 to 24.00 (24 hours/7days/week/365) from Monday to Sunday
- 2 (two) additional workers maintenance staff (one expert electrician):
 - present on base from 08.00 to 16.30 from Monday to Friday

All workers shall be employed in accordance with National Labour Contract and within the weekly/monthly numbers of hours prescribed in the contract. Hence shift rotation shall apply to all workers for the working hours indicated above. The correct number of manning shall be used to ensure the respect of Host Nation Labour Contract.

The contractor acknowledges that the contract has to be considered as an "obligation of results" ("obbligazione di risultato"). As such the manning indicated above is considered as the minimum contractual obligation. Contractor accepts without reserves and/or conditions that he is fully committed to fulfill all contract and SOW obligations by using any additional manpower needed without any additional cost for NCISS.

The Contractor must always ensure the number of people available to cover the shift, and eventually replace any missing personnel within his own organization.

The Contractor may obtain from the COR the list of NCISS holidays during the period of performance for the contract if necessary.

Any day in which contractor fails to provide minimum manning as requested above, penalty prescribed in Part II – General Provisions – will apply.

For all those maintenance tasks that have to be performed outside of the above specified working hours, a special requests shall be made to the COR for permission to work outside normal NCISS working hours or on NCISS holidays. Start times and planning of various stages of the work shall be coordinated with the COR and these times shall be adhered to.

The contractor shall provide emergency repair services, if required, 24 hours a day seven days a week as stated below.

C. Employee Recruitment

1. Applicant Screening: The contractor shall be required to conduct the following screening process for all employees who will be assigned to work in these facilities:

- Conduct background checks based on residency location.
- At a minimum, yearly background checks must be requested through the Local Court and delivered to the Contract Administrator.
- Persons with any history of drugs, violence of any type including weapons violations, theft of all types, fraud and/or forgery **shall not** be accepted for any work at any NATO facility. Violation of this requirement will be considered as lack of technical and organizational requirement. Therefore, it **may be** cause for contract un-acceptance or termination for the individual, if this violation happens during the period of validity of this contract.

2. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. For some particular areas, this requirement is to be a firm requirement. Should a change of staff occur, the NCISS Contract Administrator must be notified prior to the change along with a valid background check document from the Local Court.

In addition, staff shall have the ability to:

- Read, write, speak and perfectly understand the Italian language.
- Have the necessary skills to deal with employees and customers in a professional and courteous manner.
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

- Maintain poise, self-control, tact, diplomacy and mature judgment under stress.
3. The selection of contractor personnel shall take into account all obligations deriving from host nations regulations with regard to the safeguard and guarantees recognized to current workers currently employed by current maintenance company for the execution of this service at NCISS.

4. Company's personnel shall be responsible for the hereunder listed tasks:

4.1 Provide staff for the general supervision that shall be present on the NCISS premises during the normal working hours and on site within one hour of any emergency. The supervisor shall have the authority to act on behalf of the company as and when necessary, and ensure the proper execution of the tasks to be performed under this contract. He shall act as the Company's agent, must have adequate supervisory experience and have sufficient knowledge to deal with NCISS management.

4.2 As a minimum the maintenance group performing under this contract shall include the following expertise and skills: electronics, electrical (expert electrician) , centralized air conditioning, high capacity heating plant, potable water treatment plant and plumbing, sewage treatment plant. The licenses and/or certifications shall be presented before the starting of works on the premises.

4.3 The contractor shall provide personnel certified and qualified in the various fields of application. Personnel shall be in possession of the Italian national operator license for high capacity heating plants, that have attended the medium-threat fire safety course and any other training required by the safety law 81/2008. Additionally, for what concerns the "conduction and maintenance of the electrical plants" it is requested, for the exigencies of the NCISS and, therefore, to its own direct dependents, at least two of the assigned staff be a skilled electrician, formed and experienced according to the CEI-EN 50110 and CEI-EN 11-27, as well as qualified for the maintenance of the electrical plants to be present during all work performed on the electrical system.

4.4 Provide staff with **documented qualification and experience on 20 KV installations**. The staff shall be in possession of the **relative national license** that allows, or are required by national legislation, to perform on such installations and plants as described in this specification. Experience shall be documented and presented as specified.

4.5 Upon written agreement to be effected with 12 hours of notice, it is the right of the NCISS to obtain extraordinary services of only labour to execute all those activities that the NCISS itself retains useful and necessary for its own exigencies, labour in addition to that necessary for the execution of services within the general scope of this bid.

4.6 The Contractor shall ensure that the employee will always work in safe conditions. In case of necessity of working alone the contractor shall equip the maintenance with the device "DEAD MAN CONTROL".

The cost of said extraordinary labour will be that official in force in the territory where the service is carried out – in compliance with the collective contract or in default of publication to those most recently published at the moment of request and/or at the legislative dispositions, regulatory or administrative as well as price lists and/or official price lists in force – increased by 15% for the general expenses and profit of the firm.

D. Employee Acceptance by NATO

NATO will be the sole judge of the efficiency and acceptability of each maintenance employee's performance while on site. NATO reserves the right to require the Contractor to remove any maintenance personnel from further duty at NATO, without cause and without the right to recover damages by such maintenance employee or by the Contractor from NATO. If NATO requires the removal of any maintenance personnel from duty, NATO will attempt to provide the Contractor reasons for the removal demand. However, NATO is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual maintenance employee when requested to do so by NATO.

E. Uniform and Appearance Standards

The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform with a nametag or other identification that clearly identifies them as employees of the Contractor. When requested by the type of work, the employees shall wear adequate PPE.

F. Consumables Material and Replacement parts

All the materials categorized as consumables (i.e. grease, small quantities of lubricant, cleaning rags, de-greasers, cleaning fluids, light bulbs of any type and supplies) utilized in the execution of this contract shall be included in the offer and be part of the fixed price quotation. All other materials, spare parts, components, units, sub-units, assemblies, and sub-assemblies required for the proper serviceability of the plants under the operation and maintenance as specified in this contract will be paid in accordance with the official "Lazio" Regional price list curtailed by the percentage discount quoted in the offer.

The Contractor will supply and install all original parts or, where out of production, of equal or better quality and specifications than the original component. Such proof will be supplied in the form of technical specifications when requesting approval to replace and install non original parts in lieu of the original component.

G. Contractor Responsibility

The Contractor shall be responsible for all coordination, and supervision of personnel associated with the operation and maintenance service at the NCISS facilities.

Particular attention shall be given to the technical specifications, and in particular to the achievement of the objectives stated. The bidder shall be responsible for an in-depth analysis of the requirements to ensure that they are achievable and that all components will be compatible and integrated. Should inconsistencies be noted, the bidder shall point them out and propose a solution to the problem.

These activities include, but may not be limited to, the following:

1. Recruit, screen, perform background checks and train personnel.
2. Train employees in NCISS security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures. The same applies for the other NCISS procedures (e.g. Fire Orders, Emergency Evacuation, etc). (NCISS proper staff will be available to assist in this training)
3. Before the "Start of Work" will be issued the contractor shall provide NATO with the nomination of their designated responsible for the prevention and protection service in accordance with host nation health and safety regulations (i.e. D.Lgs. 81/2008) and the Medical doctor designated by the contractor to supervise the health of the employees.
4. Cooperate with NATO official investigation of suspected criminal activity.
5. Provide a Supervisor who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Supervisor shall establish a routine for communications with Contracting Officer or a representative nominated by him (Contracting Officer Representative – COR), to provide a prompt and timely response to any concerns or problems that may arise. The latter determine time and frequency of direct meetings. The Supervisor shall contact the Contracting Officer to review overall performance, receive special instructions regarding maintenance items, or discuss other pertinent items regarding the contract and the Contractor's performance.
6. Provide skilled workers able to use the Sys-Aid System, which primary purpose is to manage, capture, and track inspection, maintenance and repair activities.
7. The Supervisor has to **monthly** provide to the Contracting Officer a **Report** with the specification of all the preventive maintenance activities and corrective activities performed. (use of Sys Aid reports is allowed)
8. In case of any malfunctioning, inconsistency or discrepancy of any system, plant or piece of equipment, the Supervisor shall advise the COR. The Supervisor is

Responsible for the evaluation of such misalignments: in case of any potential risk for the School staff, students or visitors, the Supervisor shall immediately communicate and inform the COR and his line of command.

9. In any case, the monthly report shall include the list of the School systems with their functional status. Any lack/potential failure in the system shall be described in the report, indicating possible causes, the impact assessment and the required solution to have the system fully operative. The decisions and the actions to be taken will be at the sole and final NCISS Technical Department judgment, according to the NATO directives.
10. NCISS reserves the right to verify the correctness of the record presented and to report to the proper authority any violation or false information presented in this regard.
11. Furnish all supplies, materials, and equipment necessary for the proper performance of the maintenance service, including technical tools, consumables, ladders, scaffoldings, PPE. As a minimum, these supplies and materials shall be of a quality to conform to applicable Host Nation specifications in terms of H&S regulation (D.lgvo 81/2008). Equipment deemed to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor.
12. The Contractor shall not use any material or supplies deemed unsuitable by NCISS for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
13. Maintain the dedicated maintenance areas tidy and clean. In case of dangerous materials, appropriate signaling shall be used.
14. Dispose ALL waste materials according to the HN regulations.
15. Provide to NCISS and display, the Material Safety Data Sheets (MSDS) for all chemicals used or stored in the buildings. The Data Sheets shall conform to the Host Nation D.M. 28/01/92 (art. 11) and all further modifications. The information shall include identification of the manufacturer, composition/information on the ingredients, dangers identification, first aid, fire precautions, measures against accidental spilling, handling and stocking, exposure control and protection, physical and chemical properties, stability and reactivity, ecological and toxicological information, transport information, disposal information.
16. All substances that are dangerous shall display information in accordance with the Host Nation Law art 5 L. 546/74 D.M. 03/10/85 and D.M. 585/87 and successive updates.
17. Provide adequate field supervision to ensure maintenance staff arrive at assigned post on time and in accordance with the approved work schedule, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.

18. A detailed work plan for the implementation of the contractual service deliverables and the associated supervision must be included with proposal or the bid may be disqualified.
19. The maintenance staff working for the purpose of this contract (related to preventive and corrective maintenance) shall not be engaged to any other work eventually the same company will be awarded during the yearly maintenance contract, within the NATO School. In case the contractor requests to the COR the possibility to use one of the maintenance designated staff for extra purchase orders, he shall guarantee the staff substitution. During the day shifts, the maintenance staff shall always be fully operational.
20. 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 Quality Control Plan shall be provided to the Contracting Officer on his request. An update copy must be provided to the Committee in charge for controlling of execution of the contract on the contract start date and as changes occur. The plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable.
21. Penalty can be applied for the lack of performance and/or default in the execution of the statement of work and fulfillment of all contract obligations.
22. Evaluation of contractor's performance. Contractor's performance in accordance with contract and statement of work obligations will be controlled with the Reports of Sys Aid. The performances of preventive maintenance will be quarterly evaluated and measured against the methods described in Chapter 20. by the COR and the NCI A Local Contracting Officer.
23. Contractor is fully committed to eliminate causes of default that have generated delays and it acknowledges that reiteration of negative scoring can determine termination of the contract for contractor's default.
24. Report vandalism and/or damage of NCISS property immediately upon discovery.

H. NCISS Responsibility

NCISS will be responsible for providing direction to the Contractor. These activities include, but may not be limited to, the following:

1. The supervisor will be equipped with NATO provided portable communications for internal availability during working hours, and Contractor's provided portable communications so as to be reached at all times during off-duty times for emergency contacts.
2. Approve the monthly reports: in case of any issues highlighted, the NCISS Technical Department shall acknowledge it and give directions on the resolution plan.

3. Approve all equipment proposed and material samples that are part of the contract and/or utilized in the performance of the contract. This approval process shall take place prior to the procurement and subsequent delivery by the contractor.
4. Provide training assistance to Contractor's staff in security protocols and procedures.
5. Furnish an adequate maintenance office/storage/workshop space equipped with the necessary services and utilities. The toilettes will be furnished with hot and cold water will also be made available as necessary for that purpose, an adequate changing room with lockable cabinets.
6. Provide storage for the Contractor to store any necessary supplies, materials and equipment.
7. Establish time and frequency of direct meetings with the Contractor's Supervisor.
8. Schedule inspections with the Contractor's Supervisor. Quality service and strict adherence to the contract will be expected from the Contractor.

I. Security

Keys to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by NCISS in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

The Contractor will be given instructions on sign-in/out procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed. Upon completion of activities each day, the Contractor shall be responsible for securing all entries to offices and rooms in general prior to departure.

The Contractor shall ensure that only their properly identified employees listed with the Contract Administrator are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

J. School Computerized Maintenance Management Software (Sys-Aid)

A Computerized Maintenance Management System (Sys Aid) shall be used by the bidder. This system is an essential operational and management tool for managing asset preservation, ensuring that systems operate as required, and minimizing downtime.

Sys-Aid supports these functions by automating administrative tasks, as well as by gathering relevant information in order to perform this processes.

All the preventive maintenance operations shall be scheduled in the Sys-Aid system, in order to simplify the management of the maintenance plan, replacement, and upgrade of major assets. The system resides on site and together with the data is the sole and exclusive property of NATO.

The major objectives for the employment of Sys-Aid are:

1. Maintain high quality maintenance and investment decisions in a more efficient manner,
2. Reduce outages,
3. Increase reliability and availability of the services,
4. Reduce annual maintenance and operating expenses.

Sys-Aid combines data with performance indicators and tools for automated data analysis. The result is a knowledge base that enables optimization of maintenance strategies and equipment operation. The COR will supervise the performances of the maintenance crew through the Sys-Aid system.

The maintenance preventive tasks, performed under this contract and also the corrective ones will be managed and monitored by the system.

5. CONTRACT EXECUTION PLAN

All the preventive maintenance tasks shall be executed in the areas described at the intervals and timings in accordance with a **work implementation plan** that shall be developed by the contractor and agreed by NATO. This work implementation plan shall be loaded by the contractor, in the Electronic System used in the NATO School, Sys Aid.

The System will help the contractor to prepare and submit the **monthly report** where all the tasks performed are identified together with the name of the staff assigned to the specific tasks. This plan shall be submitted to the Contracting Officer or his representative within the first week of the next working month.

Designated individual(s) will be charged with the duties and responsibilities to provide a safe, operational and secure environment for the tenants and visitors while on NATO grounds. The names and telephone numbers of the designated persons will be formally communicated to the contractor.

6. BIDDER/CONTRACTOR TECHNICAL REQUIREMENTS

a. CONTRACTOR TECHNICAL QUALIFICATIONS:

1. Criteria for bidder qualifications are defined by the terms and conditions of the solicitation. Minimum technical qualification requirements are as follows:

BUSINESS - MINIMUM ONE (1) YEAR IN MAINTENANCE OPERATIONS AND BUSINESS.

REFERENCES - MINIMUM OF THREE (3) COMPLETED CONTRACTS OF SAME APPROXIMATE SIZE AND SCOPE WITH SATISFACTORY PERFORMANCE AND SERVICE IN THE LAST FIVE YEARS

QUALITY CERTIFICATION ISO UNI 9000 FROM A NATIONAL OR INTERNATIONAL AUDITOR, ACCREDITED AND RECOGNIZED.

b. CONTRACTOR TECHNICAL REQUIREMENTS AND RESPONSIBILITIES:

1. The contractor shall furnish all labour, all maintenance supplies and Operational material. The contractor is responsible for supervision of contractor employees while performing services under this contract agreement. The contractor shall request Infrastructure Office approval prior to execute any drilling of holes and installation of any wall plugs to fix appliances in general. Failure to request such approval will result in the obligation for the contractor to restore any resulting damage.

2. The contractor shall have a thorough knowledge of the various maintenance tasks, equipment materials and supplies to be used within the scope of this agreement.

The contractor is expected to accept responsibility and provide personnel supervision for those persons employed by the contractor. The contractor shall furnish NATO a Risk Assessment Document, before the Start of Works is issued, tailored to the specific job, duly prepared in accordance with the Host Nation Law and containing all the data sheets of all the materials to be used and all the equipment/tools that will be employed for the execution of the contract on NATO premises.

3. The Company must have one supervisor who provides day-to-day supervision of maintenance personnel and reporting of activities results. The supervisor will be responsible for the proper performance of the maintenance contract. He must be present (on-site) during School opening hours,. The supervisor's qualifications include, as a minimum:

- a. At least one year experience in the professional maintenance environment
 - b. Experience in the management and supervision, preferably of personnel in the professional maintenance business
 - c. Enhanced knowledge of professional maintenance techniques and materials (knowledge in electricity, hydraulic and masonry items..)
 - d. Be confident and competent;
 - e. Basic English Knowledge, desirable but not necessary.
4. The contractor, as soon as the bid is awarded, is expected to fill in all the preventive maintenance activities in the Sys Aid database. This action shall be completed within three weeks after the contract signatures by both parties.
5. The contractor is expected to provide for employee safety and accept responsibility for employee/personal injury during performance of services under this contract agreement in accordance with applicable Host Nation legislation.
6. The contractor is expected to emphasize safety during use of powered and non-powered equipment. In the event of property damage, NATO will determine the extent of the liability of the parties involved. In any case the Host Nation Law (i.e. D.lgvo 81/2008) applies and the contractor shall provide a risk analysis prior the start of works that shall be duly signed as prescribed by the applicable legislation and containing all the equipment certification and materials characteristics and ministerial certifications.
7. If property damage resulting from contractor negligence has to be repaired and/or replaced by NATO, the expense for such work shall be deducted from the monies due the contractor. NATO reserves the right to pursue claims for damages through any and/or all legal means available.
8. Prepare and submit to NCISS, before the start of works, the Risk Assessment and Safety plan duly signed by a qualified and officially recognized Health and Safety specialist.

7. GENERAL SPECIFICATIONS AND SPECIAL REQUIREMENTS, ALL AREAS

Specification requirements as written are stated in general terms and in reference to building(s) design, layout and/or condition. The lack and/or omission of detailed specifications shall not minimize acceptable levels of service and only the best commercial practice will be acceptable. Services as defined in the specification as “special requirements” may be requested at the discretion of the contract administrator.

The **preventive maintenance** tasks are to be executed for each system, made of the group of equipment as prescribed:

- Air Conditioning System (cooling/heating generation systems, UTA system, distribution system)
- Electrical plants and systems (power cabin and distribution)
- Water supply, potable water, firefighting system and miscellaneous systems
- Closed circuit surveillance television system

These tasks are grouped in daily, every 15 days, monthly, six months, yearly tasks. Additionally the contractor shall be aware that there might be on going replacement programs and therefore all the maintenance tasks described hereunder shall apply to the new units as they are replaced and put into service, safeguarding the warranty clauses of the new equipment. The maintenance transition to the new units shall take place without a change in the contract or an increase in the basic maintenance price.

The **corrective/extraordinary maintenance** tasks to be executed are related to failures, breaks and/or part of the systems malfunctioning. In all case also the corrective maintenance will be managed through the ticketing system of Sys Aid.

When these breaks occur to equipment or part of them, and there is evidence that they are not related to Contractor negligence and/or lack of maintenance, The NCISS Technical Department will take care of the acquisition of the equipment/piece of equipment and the Contractor will restore the system as part of his duties.

7.1 Prompt Intervention

The Company shall guarantee the possibility of operations, for emergency or for breakdowns, which do not allow the correct functioning of the plants, 24 hrs/24, for which it will have to communicate to the NCISS – before the date of beginning of maintenance service – a telephone number for such interventions.

The Contractor shall provide and guarantee maximum times of intervention according to the Performance Requirements.

The Contractor shall inform the Customer and the Users of the building of eventual breakdowns that result in lack of services, communicating the time of interruption foreseen so that all the necessary countermeasures can be taken. The cost of the service of prompt intervention is at the expense of the Company as included in the fee, including the costs of execution of the operations relative to activities foreseen in the "minimum services to be exercised" for each plant or re-entering into ordinary maintenance.

8. AIR CONDITIONING SYSTEM

8.1 Technical description

The technological building of the NATO COMMUNICATIONS AND INFORMATION SYSTEMS SCHOOL - LATINA is a centralized facility housing the equipment for the production of hot and refrigerated water.

The system is made of the following sub-systems:

- 8.1.1 Cooling plant (within the technological plant)
- 8.1.2 Heating plant (within the technological plant)
- 8.1.3 Centralized air conditioning units (Air Treatment Units - UTA) on the School roof
- 8.1.4 Distribution system

8.1.1 The cooling plant contains the following equipment:

- Two parallel refrigeration groups (Climaveneta mod FOCS-MED /D 4802) with two compressors per group
- Each compressor coupled with a dry cooler (nr 4 remote condenser FCE 628 c/B) on the technological plant roof and the relative power distribution panel
- Pumping station made of 4 electro-pumps WILO NL125/200 and water reservoir
- UTA (Centralized air conditioning Unit) pumping station made of 2 electro-pumps BIRAGHI 125B
- Fan-coil pumping station made of 2 electro-pumps BIRAGHI K80D and 2 electro-pumps GRUNDFOS EUV02SW874142;
- Distribution system and outlets for the thermo-convectors fluids circulation in all the system.

The total cooling power is 2MW and it is used to delivery refrigerated water for the conditioning of all the School.

The total cooling requirement has been divided among the two refrigerator groups. The hydraulic circuits are connected in parallel so as to produce refrigerated water with a 70% space capacity with respect to the maximum simultaneous load.

The compressors of the refrigeration groups are of the semi hermetic type have variable speeds and the electric motors have two separate stator windings of four and eight poles.

The refrigerator gas used is R134a.

The refrigeration load is divided among the groups by varying the speed of the compressors. The condensers of the refrigeration groups are installed on the roof of the technological building.

The Dry coolers are used to disperse the condensation heating.

The dry coolers are forced air circulation radiators; their action is to cool down the water that is circulating in the condenser of the cooling system, using the external air.

8.1.2 The heating plant operating at 80 C is composed of:

- Three boilers (Riello 3900.600 - 764KW each) with methane gas burners (Riello RS70 – 1.4 KW each)
- Three BIRAGHI K65B (CV 1) pumps for the circulation of the hot water in the primary circuit
- Two pumps BIRAGHI k65D (CV 3) for the circulation of the hot water to the School;
- Two pumps BIRAGHI K65C (CV 1,5) for the circulation of hot water to the student quarters
- One heat-exchanger for the heating of the potable water
- Two pumps BIRAGHI R81 (CV 2) for the circulation of the hot water in the heat-exchanger
- Two pumps BIRAGHI TH 405A (CV 0.5)for circulation of potable water

8.1.3 The centralized air conditioning units, Air Treatment Unit – UTA, brand TRANE, model CCTA, and have been built as follows

- Central units with heating section, cooling section, humidification unit and filtering block;
- Ventilators of variable dynamic flow for the inlet and outlet side;
- Noise reduction sections;
- Diffusers and outlet grills;
- Circular ducts at high velocity and high pressure;
- Rectangular ducts of low velocity and low pressure;

- Automatic control unit (software Siemens APED 30)

The centralized units are dimensioned to condition a mixture of recycled and external air supply with the following operating cycles:

Summer Cycle

The air mixture, filtered by a pre-filter of the regeneration type and a filter of the pocket type, is treated to the point of saturation established by a sensor probe installed in the inlet ducts. As the load changes, a thermostat activates a servo system to vary the amount of air flow into the area concerned and to change the outlet air temperature of the terminal heat exchanger.

Winter Cycle

The air mixture is preheated up to a predetermined temperature controlled by a sensor probe installed in the inlet ducts and humidified to the desired level as determined by the sensor probe installed in the outlet ducts.

The local thermostat, set to a new calibration point predetermined for the winter cycle, acts on the three way valve of the post heat exchanger to keep the temperature to the required level. A thermostat at the conditioner controls the temperature of the air mixture by acting on the sensors of the shutters in the mixing compartment thus increasing or decreasing the amount of external air mixed with the recycled air.

The Air Treatment Unit is made of six systems of intake and exhaust groups are subject to the hereunder described specification:

- ✓ Ventilation groups, consisting of motor, propeller, speed control and metallic container, with all the necessary hardware to interface the new unit to the air ducts.
- ✓ Humidifier unit.
- ✓ Digital Control Units.
- ✓ Bacteria Control Units.

The ventilation group meets the requirements and characteristics of the original installation, in terms of air flow, velocity, volume treatment capacity and recycling volumes.

The technology employed in the equipment for the control of the air velocity and air volume at the inlet and outlet points is through the use of an inverter type motor speed control in response to the electronic sensing mechanisms installed in the air ducts.

The electrical sizing of the inverter control unit is commensurate with the power rating of the motors. The ventilation motors are powered with a 3 phase, 380 VAC electric supply.

The six units have an integrated, digital control system.

The bacteria control unit is made of ten units, installed, one for every inlet unit and one for every re-circulation unit. Air bacteria control is implemented to ensure that the spread of diseases is kept under control and the bacteria charge of the system is kept to a minimum and in accordance with Italian Laws article 9 of DPR 303/56 and Title 2, att. IV of D. Lgvo 81/08. This control is implemented by monitoring the temperature/humidity relationship coupled with an ultraviolet disinfecting unit.

The unit is mounted so as to avoid direct exposure of personnel to UV-C rays. The radiation has a wavelength UV-C 254 nm so as not to cause harm to man in case of direct exposure.

There are independent power distribution boards installed, one for every intake/exhaust system. The Power Distribution Boards are IP65 certified to assure operation in a wet external environment and have as a minimum the hereunder characteristics.

8.1.4 The distribution system is made of all ducts and outlet units. In the areas where the thermal load is greater than 4 KW auxiliary units have been installed to dissipate the additional load. The units are supplied refrigerated water. Temperature control is achieved through a thermostat installed within the intake duct which controls the inlet valve of the cooling battery.

Every power distribution board has its own feed power cable connecting it to the Main Power Distribution Board located by the main entrance of the training building. The feed cables are all four multi-strand wire cables. The grounding cable is separately installed.

All metallic structures are grounded as required by the safety directives.

8.2 Daily tasks description

8.2.1. Measure and record on the appropriate register the temperature and the relative humidity of the rooms in the training building, the technological plant and the common rooms of the student quarters even during critical hours when the climate is most adverse and in case of any complain. Make the necessary adjustments if out of tolerance.

8.2.2. Check each room and corridors for water leaks from the A/C systems and plumbing in general. Repair as necessary and replace all damaged ceiling tiles.

8.2.3. Check the overall serviceability of the refrigeration and associated cooling groups. Monitor the hereunder listed parameters, and repair as necessary:

- ✓ Refrigerated water flow, temperature and pressure.
- ✓ Oil level and pressure of refrigeration compressors,
- ✓ Refrigeration gas level and pressure,
- ✓ Refrigerated water return temperature and pressure,
- ✓ Cooling exchanger water flow and temperature,
- ✓ All power distribution boards relative to the refrigeration plant,
- ✓ Leaks of any type.

8.2.4. Meticulous cleaning of all equipment in the plant and the areas in which they are located.

8.2.5. Check and record methane meter readings and fuel oil levels.

8.2.6. Discharge condensed vapors from the compressors used in the pneumatic control unit, ensure the system is functioning properly and alternate the on line units.

8.2.7. Check the functionality of the discharge and safety valves

8.2.8. Elimination of vibrations, noise and all other anomalies noticed during equipment checks.

8.2.9. Ensure that the Inverters of the air treatment units are functioning properly and that the parameters correspond to the factory recommended settings. Check the serviceability of the sensors mounted throughout the Air Treatment Units. Check the servomotors functionality of the grill aperture related to the air re-circulation. These checks can be done with the control system of the Air Treatment Units (available in maintenance office).

8.2.10. Check the functionality of all the pneumatic control units and relative panel.

8.2.11. Check serviceability of the water heater. Ensures the system furnishes hot water to the buildings, at the prescribed temperatures, and records the reading.

8.2.12. Ensure the pressurizing system of the water supply is functioning properly.

8.2.13. Control the window mounted air-conditioning units in the student's quarters, in Building 117, in Building 109, Oasis Club and ensure their serviceability. Clean the filter if necessary. (anyhow substitution mandatory each 6 months)

8.2.14. Perform a serviceability check of all the Power Distribution Boards relative to the air conditioning system.

8.2.15. Perform a serviceability check of the stand-alone air conditioning system of the UPS in the technological plant. Clean and/or service as necessary.

8.2.16. Check the chlorine level and the dispenser unit functionality in the water disinfecting system and in the sewage treatment plant. Add chlorine and/or repair as necessary.

8.3 Each 15 days tasks description

8.3.1. Tasks to be executed on Air conditioning and ventilation units are :

- ✓ Grease all units.
- ✓ Adjust tension and check the wear of belts.
- ✓ Check ball bearings
- ✓ Check adjustment of ventilators
- ✓ Clean the exchangers
- ✓ Check cleanliness of filters and replace if necessary
- ✓ Verify that the units of the automatic control work properly and within specified limits.
- ✓ Verify that all closed circuits are watertight and check refrigerating gas circuits for leaks with ultrasound leak meter, repair if damage or faults are noticed.
- ✓ Check and clean thoroughly the humidifier systems of the air treatment section
- ✓ Purge the air systems
- ✓ Perform all maintenance and adjustments of those units that are out of specifications due to above checks and verifications
- ✓ Perform measurements of the control voltages of the Inverters and their outputs. Adjust or maintain as necessary. Perform a software check of the control unit in the inverter and ensure functionality. Re-load software if necessary
- ✓ Measure movement swing of the servo motors on the air inlet grill. Adjust as necessary or perform required maintenance

- ✓ Measure the voltage output of the sensors installed in the air treatment units and perform necessary maintenance if out of specification
- ✓ Check that the ultraviolet lamps, in the Bacteria Control Units, are all functioning. Check the lamps end of life as per the manufacturer specification. Replace as necessary and record in maintenance log
- ✓ Perform a functional check of all the A/C auxiliary units (fan coils) in the laboratories of the training building.

8.3.2. Tasks to be executed on Compressors and remote condenser units are :

- ✓ Lubrication and greasing of all units.
- ✓ Adjust tension and check wear of transmission belts.
- ✓ Check ball bearings for smooth and noiseless operation.
- ✓ Adjust condenser ventilators.
- ✓ Clean condensers.
- ✓ Clean water circuits of all condensers with particular care to the incrustation that might have formed.
- ✓ Perform a functional check of every single compressor and measure the pressure as per equipment specification.
- ✓ Check all the hydraulic and Freon circuits for leakage, and perform the necessary maintenance.
- ✓ Check the Freon charge and the oil level in the compressor units, add if necessary.
- ✓ Perform a functional check of all control and security equipment.
- ✓ Calibrate all thermostatic valves.
- ✓ Perform all maintenance and adjustments of those units that have proved out of specification due to the above checks and verifications.

8.3.3. Tasks to be executed on motors and electric equipment are :

- ✓ Measure current absorbed.
- ✓ Verify the correct functioning of the command and control electrical equipment.

- ✓ Tightening of all terminal clamps of the electric equipment.
- ✓ Functional check of all electric motors. Check grounding lug and measure its resistance.
- ✓ Functional check of all mechanical controls between motors grills and shutters.
- ✓ Check the on line time of refrigeration groups; ensure alternate functioning of the units and equally divide working hours among the two units.
- ✓ Verify the central unit of the compressors.
- ✓ Perform all maintenance and adjustments of those units that have proved out of specification due to above checks and verifications.

8.3.4. Tasks to be executed on boilers and burners and radiators are :

- ✓ Cleaning of the gas burner's photocell and perform functional check.
- ✓ Calibration, cleaning and functional check of the electrodes used to light the burners, repair if necessary.
- ✓ Check the power distribution panel of the burners with particular care to the control relays, repair if necessary.
- ✓ Check the pressure of the boilers, safety valves and all the relative plumbing.
- ✓ Cleaning of the combustion chamber of the boilers.
- ✓ Check the elastomeric joint between the motor and the gas burner, substitute if required.
- ✓ Functional check of the circulation pumps and attached motors.
- ✓ Cleaning of the chimneys.
- ✓ Functional check of the electronic control device of the air vent for the high flame of the burners.
- ✓ Recycle the water circulation pumps so that a different one is on line every two weeks and record in the register.
- ✓ Check the valves, plugs and reduction sections of all the radiators and fan coils in the Training building, Student Quarters, and Technological buildings, for leakage.
- ✓ Check radiators and fan coils throughout the NATO facilities for serviceability. Repair if necessary.

- ✓ Perform checks on the gas detectors functioning and the relative shut off electro valve. Record outcome in the maintenance register.

Tasks to be executed on the automatic control system are:

- ✓ Complete check-up of the two air compressors and the air tanks used in the automatic pneumatic control of the air conditioning system.
- ✓ Check the functionality of the service and safety pressure switches and measure their on off pressure points, substitute if necessary.
- ✓ Calibration of the pressure switches in accordance with prescribed equipment specifications.
- ✓ Check and clean all air filters.
- ✓ Check and adjust all servo controls of the various equipment.
- ✓ Adjust, calibrate and check all the thermostats and the different safety equipment (valves, etc).
- ✓ Clean, grease and check the serviceability of the fire air shutters, ensuring that the heat sensitive seals are properly positioned.

8.4 Monthly tasks description

Diesel Generator

- ✓ Make sure the dummy load system is working and perform test of battery endurance using it as
- ✓ For all batteries, check and maintain record of voltage, specific gravity and temperature of each cell.
- ✓ Check all relevant voltages and currents displayed on built-in test equipment on the front panel.

8.5. Each six month tasks description

8.5.1. Tasks to be executed on Air conditioning and ventilation units are :

- ✓ Check and replacement of rubber joints between air conditioning unit and ducts.
- ✓ Removal of the humidification unit, washing with chemicals to remove encrustation.
- ✓ Perform a functional check of fire shutters and replace the one time seals.
- ✓ Replace all the pocket filters and the flat filters,

- ✓ Dismantle and service the A/C stand-alone units in the Student Quarters and in the School.
- ✓ Take sample of air in the Training building and have it analyzed for air quality in accordance with the National laws and specifications outlined in Health and Safety Test Requirements.
- ✓ Replace all worn out components such as bearings.
- ✓ Calibrate the complete Inverter Units, all the servomotors and sensors that control the Air Treatment Units.

8.5.2. Tasks to be executed on compressors and condensers are

- ✓ Disassembly of the compressor/motor unit and check for wear of all components such as rings, bearings, seals etc., ensuring that their wear is within the manufacturers' specified tolerances. Replace worn out components.
- ✓ Disassembly of the Heads of the compressors and check condition of valves and relative guides by verifying that their wear is within the manufacturer's specified tolerance.
- ✓ Leakage test and wear check of the tubing and case of the condenser units; check the state of the insulation and replace if necessary.
- ✓ Replacement of the Freon (R134a) in the refrigeration units.
- ✓ Replacement of all filters and oil.
- ✓ Assembly of the units and complete functional checkup including, compression readings. A record of the compression readings shall be kept for future reference.

8.5.3. Tasks to be executed on pumps are

- ✓ Rust proof treatment and painting of all metallic parts that are not stainless steel.
- ✓ Disassembly of the oxidized zinc treated components, have them zinc plated and reassemble.
- ✓ Measurement of current absorption of motors, functional checkup of complete system.
- ✓ Replacement of worn bearings.

8.5.4. Tasks to be executed on motors and electrical equipment are

- ✓ Disassembly and wear check of every motor check of windings, insulation, etc.

- ✓ Replacement of bearings.
- ✓ Assembly and functional check of all motors. Measure current absorption and record on equipment record cards.
- ✓ Replacement of all faulty lamps and fuses in the power distribution panels.
- ✓ Disassembly and internal cleaning of power distribution panels with check of all wiring for possible overheating.

8.5.5. Tasks to be executed on boilers and burners are

- ✓ Disassembly of all burners and maintenance.
- ✓ Chemical cleaning of combustion chamber tubing.
- ✓ Internal lubrication and insertion of vapour absorption chemicals to keep dry during shut down period.
- ✓ Perform functional check of reduction transformers.
- ✓ Replace oil in Main Electric Breakers if no longer consistent. For the newer generation breakers perform functionality checks.

8.6. Yearly tasks description

To be performed during the month of May before the summer cycle:

- ✓ Replacement of pocket and flat filters in the ventilation units.
- ✓ Perform a complete dynamic balancing of the motor/fan blades assembly and a through calibration of the mechanical blades controls inclusive of the pneumatic mechanism of the air flow control. The system shall be calibrated by checking the air flow/air mixture at various heat loads.
- ✓ Recharge with the appropriate refrigerant gas the refrigeration circuit of the air conditioning units as necessary.
- ✓ Wash all the radiators and piping of the heating system with appropriate chemicals to remove all deposits and encrustations.
- ✓ Painting of all radiators in the Student Quarters, Training, Technological buildings and Club.

Tasks to be executed on Air conditioning and ventilation units are:

- ✓ Calibration of the air mixing and air flow system for the proper proportion of internal/external air quantities.

- ✓ Disassembly of the exchangers and chemically wash the units to remove all encrustation, both in refrigeration and Trox air units (heat exchangers in rooms).
- ✓ Check and replacement of elastomers under the air conditioning unit, if worn out.

Tasks to be executed on fuel tanks are

- ✓ Empty the fuel tanks completely, wash with appropriate solvents dry tank thoroughly.
- ✓ Replace all gaskets on the tank lid with particular care to the man hole.
- ✓ Chemically wash and clean all tubing from the tanks to the engine feeds.

The maintenance team is to perform all those maintenance tasks required for the perfect functionality of the whole system in order to maintain the established hygrometric conditions within the building. The maintenance tasks will be closely monitored by the NCISS Technical Representative to ensure strict compliance with the specifications.

9. ELECTRICAL SYSTEM

9.1 *Technical description*

Electric power to the NCISS cabin is furnished by ENEL through an intermediate interconnection cabin situated outside of the Air Base complex.

From the Power Company's cabin three cables at 20,000 VAC feed a panel which contains dissection switch, an automatic switch, and all safety switches which are required for the protection of the staff.

From the automatic switch a cable leaves the cabin and arrives to the NCISS power plant "Arrival" cabinet on the hot side of 24 KVAC SACE OIL SWITCH of 800 Amperes capacity through a counter cabinet equipped with the necessary equipment to read the rate and amount of consumption, the cable feeds four cabinets each housing a SACE 24 KVAC oil switch at 800 Amperes for each transformer. A cable from each switch feeds four transformers:

1 x 400 KVA 20 KV 400 220V AC

3 x 630 KVA 20 KV 400 220V AC

The transformer's output is fed to the low voltage distribution and control panel where an electric circuit senses and measures the power factor and automatically switches in or out preset banks of capacitors in order to ensure a power factor of at least 0.9 at all times. The distribution throughout the complex is done through section MAIN

switches housed in six cabinets from which the 380 VAC three phases are distributed to the users,

The Contractor's responsibility starts at the ENEL power pick up point and ends at the output of the user power distribution board. This includes the 20 KVA switching and measuring cabinets, transformers, the 380/220 VAC power distribution cabinets, power factor correction cabinet, battery charger and 48 V batteries with relative control panel, control cabinets for the 20 KV section and 380/220 cabinets, and all cables to and from the above listed cabinets including the safety ground system. The responsibility includes lighting and building distribution. There is an external illumination system which is turned on and off automatically by a photocell.

9.2 Overall contractor responsibilities

Such service includes the complex of operations which require the assumption of responsibilities finalized for the management of the plant including: management, ordinary and extraordinary maintenance and control, in respect of the rules in subject of safety, of containment of energy consumption and of environmental safety.

In carrying out such activity the Undertaker will have to keep to what is contained in the regulations in force and will be, furthermore, his duty to verify and respect the eventual local issue of regulations concerning the subject.

The Bidder, however, is held:

- to the respect of all the regulations in force in terms of exercise and maintenance of the electrical plants;
- to guarantee, through activity of control and monitoring, the full availability of the electrical plants and the temporal predisposition of the eventual interventions of restoration/substitution which could become necessary;
- to the rational use of energy and to the care of the environment;
- to the conduction of the plants in safety with care of the safety of the property and persons;
- to the supply of the materials of consumption and/or replacements necessary for effecting the activities relative to the service concerned.

This specification has the purpose of establishing the technical requirements for the operation and maintenance of the Electric Power Cabin of the NCISS, Latina and the distribution of power within the Students Quarters, Technological, Training (School and Building 109) and Club buildings.

The Contractor's responsibility starts at the ENEL power pick-up point and ends at the output of the user power distribution board for what concerns the electronic equipment and at the power outlet for the remaining distribution.

This includes the 20KV switching and measuring cabinets, transformers (20 KV/380V), the low voltage power distribution cabinets, power factor correction cabinets, control circuits for the 20 KV section and 380/220 VAC section, all cabling including the safety ground system, the internal and external lighting and internal and external power distribution for all three buildings terminating at the outlet socket.

The Diesel Generator 750 KVA and its associate equipment.

The maintenance staff shall perform all the checkouts and tests necessary to guarantee the full operational capability of the power plant or subsystems thereof.

Daily tasks description

Monitor the complete functions of the electric cabin and record all readings of all meters on the appropriate logbook.

Ensure that all external illumination lamps are functioning, replace if necessary.

Perform a check of all Power Distribution Boards to ensure that no malfunctions exist. Checks are to include all NATO buildings.

Ensure all internal illumination of the buildings are functional, if not replace lamp or perform maintenance necessary.

Ensure that all power sockets are serviceable and properly installed. Repair as required.

Visual checks of the integrity of the isolators in the medium and low voltage circuits in the transformation cabin.

Check the load on the power transformers and ensure they work within the specified limits. Record load readings.

Each 15 days tasks description

Tasks to be executed on 20KV pick up cabin are

- ✓ Check the General Mains breaker
- ✓ External cleaning of the cabinets and the area in which they are located.
- ✓ Check the control circuits, interlocks and low voltage power supply (48 V).

Tasks to be executed on 20 KV POWER DISTRIBUTION CABINETS

- ✓ Check the five main breakers.
- ✓ Check functionality of pilot lamps.

- ✓ Perform a functional check of all measuring devices inclusive of the power consumption meters, current meters and voltmeters.
- ✓ Cleaning of chimney and chimney joint.
- ✓ Check of electrical equipment such as power distribution boards. cables, electric control, etc.
- ✓ Rust proof painting of oxidised parts with two coats.
- ✓ Replace the insulation of those pipes that show wear or have leaked.
- ✓ Disassemble boiler and chemically clean the tubing to remove all incrustation inside and out.

Tasks to be executed on TRANSFORMERS

- ✓ Check temperature of transformers,
- ✓ Check BUCHOLTZ.
- ✓ Dust the transformer and clean the area.

Tasks to be executed on BUS BARS

- ✓ Complete cleaning of the ventilated power transmission bars.

Tasks to be executed 380/220 VAC POWER DISTRIBUTION AND POWER FACTOR CORRECTIONS CABINET

- ✓ Functional check of the power factor correction sensors.
- ✓ Functional check of the capacitor banks.
- ✓ Functional check of the switching equipment.
- ✓ Check all pilot lamps.

Tasks to be executed on SAFETY GROUND

- ✓ Perform a resistance check **of every single ground rod** by disconnecting it from the system. Add chemicals to lower resistance if necessary.
- ✓ Perform a system resistance check and record readings in a log book. Reading must be below 3 ohms. Should the final reading exceed this level, take immediate action to lower it by adding chemical salts to all the grounding rods. Report this anomaly to NCISS as a safety precaution.

Tasks to be executed on EXTERNAL ILLUMINATION

- ✓ Functional check of photocell and relative electronic circuits.
- ✓ Check the grounding connectors of the metallic posts, ensuring the contact points are clean and free of oxidation.
- ✓ Check all metallic poles for excessive rust and physical integrity of the base portion of the pole.

Tasks to be executed on SECURITY FENCES and external canopies

Check the functionality and integrity of the grounding connectors to the security fence. Measure the resistance to ground.

Tasks to be executed on POWER GENERATOR 750 KVA in the Power Plant Building

- ✓ Start generator and ensure that power is delivered within the specified time at the correct voltage.
- ✓ Perform a general inspection of the hardware including the fuel tank and ensure all is serviceable.
- ✓ Clean the complete unit.
- ✓ Check condition of battery and service as necessary.
- ✓ Check the automatic start up.
- ✓ Record all the above actions in the appropriate maintenance log book.
- ✓ Make sure the voltage and frequency of the generator power are within the specification and acceptable to the Excide UPS in case of mains outage and consequent Diesel Generator takeover of the load.

MAINTENANCE AT TWO MONTHS INTERVALS

Tasks to be executed on 20 KV PICK UP CABIN

- ✓ Internal cleaning of all cabinets.
- ✓ Complete check of the mains switch.

Tasks to be executed on 20 KV POWER DISTRIBUTION IN CABINETS

- ✓ Functional check of the mains breaker.

- ✓ Verify in the breaker.
- ✓ Internal cabinet cleaning.

Tasks to be executed on TRANSFORMERS

- ✓ Rotate the transformers on line among the available units, considering the average overall load and the transformer's temperatures.

Tasks to be executed on BUS BARS

- ✓ Thoroughly clean the bus bars and their supporting structure.
- ✓ Tighten all hardware.

Tasks to be executed on 390/220 VAC POWER DISTRIBUTION CABINETS

- ✓ Rotate the power factor correction unit on line among available units.
- ✓ Perform internal cabinet cleaning

Tasks to be executed on GROUNDING SYSTEM

- ✓ Dismantle and clean all interconnecting hardware and cable terminals at each and every pit.
- ✓ Replace worn hardware.
- ✓ Add one ionizing salt kit in every pit and water in abundance.
- ✓ Check the ground connections on all the metallic material and ensure that its conditions are in accordance with National safety rules.
- ✓ Check and measure ground lug on the power outlets ensuring serviceability.

Tasks to be executed on EXTERNAL ILLUMINATION

- ✓ Dismantle each lamp and thoroughly clean each lamp holder and all its relevant components.
- ✓ Tighten all electric terminals and clamps.
- ✓ Wash reflector and cover glass.

Tasks to be executed as GENERAL MAINTENANCE

- ✓ Paint metallic units and treat with rust proof chemicals as required,
- ✓ Check cable connections to high voltage.

- ✓ Do a complete check of all the outlets in the NATO buildings to ensure serviceability.

Tasks to be executed on UNINTERRUPTIBLE POWER SUPPLY

Alignment, Functional Check and Corrective/extraordinary Maintenance.

There shall be a malfunction check of the UPS in its integration into the existing building electrical system to provide power conditioning, back-up and distribution for critical electric loads, particularly when short break or commercial power fluctuations occur.

The UPS equipment shall undergo a test fully loaded as prescribed in the maintenance checkups. This test shall be executed each 6 months: the dates shall be communicated to the School management at the beginning of the academic year.

The result of power fluctuations shall be checked and the deactivation of the mains breakers that protect the UPS loads and in some cases the lock-up of the UPS itself shall be verified under load. A detailed investigation shall be conducted with regard to the balance of the loads on the three phases. If the unbalance is over and beyond the tolerable limits of the equipment, the balancing of the phase loads shall be performed by the contractor.

The UPS has to undergo a complete check-up to ensure serviceability of the complete unit under operational conditions, realignment, parameter checks under load and adjustment of all the limits and the automatic transfers, shut down and start-up conditions and adjustment of the limits, frequency tolerances of the utility line power.

Once the equipment has been completely checked and realigned, it shall undergo a commercial power failure test comprising

- a long break where the generator will start automatically and become the primary electric supplier for approximately four minutes or, if the UPS batteries can support it, 10 minutes, then return to commercial power and the automatic reset of all functions.

- an off-on short break to ensure that the UPS provides continuity to the critical loads and that the load breaker do not trip as a consequence of unfavorable conditions.

Should any of these tests fail the cause shall be researched and the proper action taken to ensure system serviceability. Any malfunctions within the UPS System shall be the responsibility of the Contractor, utilizing NATO provided spares. Any adjustments or malfunctions within the electrical distribution shall also be the responsibility of the maintenance contractor. The equipment shall perform all the transfer and retransfer operations flawlessly and under all the electrical conditions

prescribed by the manufacturer. A course, last in two weeks, will be performed by NCISS to your designated expert.

MAINTENANCE AT ONE YEAR INTERVAL

Tasks to be executed on TRANSFORMERS

- ✓ Replace chemical in dehumidifier.
- ✓ Wash transformer internally and externally with proper solvents.

Tasks to be executed on 380/220 VAC POWER DISTRIBUTION CABINETS

- ✓ Measure value of each condenser in the re-phasing banks and record in log book. Replace leaking condensers.

Tasks to be executed on GROUNDING SYSTEM

- ✓ Add ionizing salts to all grounding rods wells.
- ✓ Water all pits as required.
- ✓ Perform Faraday cage maintenance replacing all corroded hardware, broken stand off and straighten all bent metallic conductors.

Tasks to be executed on EXTERNAL LIGHTING

- ✓ Paint all poles with anti-rust and finish paint.

Tasks to be executed on DIESEL GENERATOR 750 KVA

- ✓ Perform complete overhaul of the generator replacing worn out components.
- ✓ Paint metallic container with anti-rust treatment.
- ✓ Perform functionality check and automatic start up and repair as necessary.

10. WATER SUPPLY, POTABLE WATER, FIRE FIGHTING SYSTEMS

10.1 *Technical description*

Water for industrial and potable use is supplied by two pumps submerged in two wells within the premises. The two pumps have a capacity for 7,200 liters/hour and an equivalent pressure of 45 meters (water column).

Water is pumped into two concrete reservoirs of 63 cubic meters capacity of which at least 30 cubic meters are for the exclusive use of the firefighting system. The concrete reservoir has an automatic water level control which serves as the on/off switch for the submerged pumps. Additional control circuits turn off the pumps when the water level is below the minimum.

The **water supply** plant includes:

- ✓ - Water pressurizer system for the firefighting circuit;
- ✓ - One pressure pump for the firefighting circuit and two feed pumps;
- ✓ - Two pumps for the potable water circuit;
- ✓ - Water pressurizer system for the potable water circuit;
- ✓ - Water softener system;
- ✓ - Heat exchanger for the potable water circuit;
- ✓ - Circulation pump for the primary circuit of the heat exchanger;
- ✓ - Recycle pumps for the hot water circuit;
- ✓ - Air compressor for the pneumatic control circuits.

The industrial water pressurizer system, CILLIT BA2850, has a capacity of 500 liters and is only a hydro-pneumatic system for the control of the pumps.

The firefighting pressure pump has a volume of 5,000 liters/hour and an equivalent pressure of 51 meters (water column). The pump is controlled by a pressure switch calibrated at five atmospheres with a differential of 0.5 atmospheres.

The two pumps which feed the firefighting system have a capacity of 36,000 liters/hour.

The **potable water** pressurizer has a capacity of 4,000 liters and has the following attachments:

- ✓ - Visible level control,;
- ✓ - Manometer;
- ✓ - Purge valve;
- ✓ - Man hole,
- ✓ - Compressed air inlet valve;
- ✓ - Safety valve;
- ✓ - Water inlet valve.

The two pumps which feed the potable water circuit have a capacity of 35.000 liters/hour with a spare capacity of 100%. The pumps are automatically controlled by the pressurizer unit pressure switches.

The potable water circuit goes through a water softener unit and a UV lamp system before it is pumped to the user. The softener unit is manufactured by "CILLICHEMIE" and has the following equipment:

- ✓ - Softener CILLIT BA 772 with timed regeneration;
- ✓ - Ions exchange resin group;
- ✓ - Hydraulic control group;
- ✓ - Electric pilot valve,
- ✓ - Regeneration control head,
- ✓ - Salt tank containing 155 Kg of salt;
- ✓ - Programmable timer.

The heat exchanger is a Cordivari, capacity 2x1500 liters.

The heat exchanger has two thermostats which control the pumps of the primary circuit to keep the temperature of the secondary circuit to the required level. The circulation pumps for the secondary circuit have a capacity of 5,000 liters/hour.

Two air compressors Ceccato CSA5.5 RLI 5.5 are installed to supply compressed air to the control circuits. The air pressure is controlled by a pressure switch.

The firefighting water distribution system consists of a network of pipes terminating with a fire hydrant UNI 80. Each with two standard attachments, UNI 70 and UNI 45.

The sprinkling system consists of a network of underground pipes terminated with a series of faucets throughout the 10,000 mt (approximately) of lawn that surrounds the NATO infrastructures.

These specifications have the purpose of establishing the technical requirements for the operation and maintenance of the Water Supply, Potable Water, Fire Fighting System, and Miscellaneous Systems of the NATO Communications and Information Systems School, Latina (NCISS) buildings Training Quarters (School and building 109), Technological Plant, Club.

Maintenance on a daily basis

Perform a functional check of

- ✓ Submerged pumps of the water wells.
- ✓ Water supply pressurizing units.
- ✓ Feed pumps of the potable water system, and drip rate of seals.
- ✓ Water Softener Unit timer.
- ✓ Chlorinating pump CILLIT MDP 803.
- ✓ Hot water feed and circulation pumps.
- ✓ Hot water thermostats.
- ✓ Three way valve.
- ✓ Air compressors.
- ✓ Air compressors pressure switches and safety valves.
- ✓ Float switches in the concrete water reservoir.
- ✓ Check functionality of window shutters ribbon in Student Quarters and replace if necessary.

Perform a check of the following items

- ✓ Chemically check the potable water for hardness and recycle the system if required.
- ✓ Add salt to the regeneration tank if required.
- ✓ Add "KLOREN" to the tank if the level of the reservoir is low.
- ✓ Check the fire hydron pressure pumps and ensure proper serviceability of the complete system inclusive of the water reservoir.
- ✓ Water level in the pressurizer units.
- ✓ Hot water temperature at the exit of the 3 way valve of the heat exchanger.
- ✓ Air pressure in the control lines.
- ✓ Check for leaks in the Students Quarters' WC facilities and repair if necessary.
- ✓ Check functionality of showers, wash basins and toilets. Repair if faulty.

Maintenance on a two week basis

- ✓ Calibration of all thermostats in the various systems and units.
- ✓ Calibrate and perform functional check of all safety and one way valves.
- ✓ Calibration of all pressure switches in the systems or units.
- ✓ Measure current absorption of all electric motors and record on equipment cards.
- ✓ Check ball bearings of all rotating components.
- ✓ Measure the water pressure in the various piping networks to ensure conformity with the specifications.
- ✓ Measure the air pressure in the water pressurizing units.
- ✓ Measure the pressure in the water pressurizing units.
- ✓ Check all systems and lines for leakage of fluids or air.
- ✓ Check all level control mechanisms.
- ✓ Grease all rotating components, levers and mechanical control systems.
- ✓ Tighten all terminals of electric equipment.

- ✓ Check all power distribution boards, relays and cables with particular care to signs of overheating.
- ✓ Check all metallic components for corrosion and paint with rust proof treatment as necessary.
- ✓ Analysis of drinking water to ensure potability with certification from the laboratory of "Igiene e Profilassi" ASL di Latina or a licensed test laboratory.

Maintenance on a six month basis

- ✓ Check the internal condition of the pressurizer units with particular care to corrosion.
- ✓ Clean concrete water reservoir, remove all sediments and disinfect.
- ✓ Check internal conditions of all water tanks.
- ✓ Replace gaskets in man hole of water tanks.
- ✓ Dismantle all pumps and check components for wear. Replace all gaskets and check the slip joints.
- ✓ Empty all containers, clean thoroughly and then re fill.
- ✓ Dismantle heat exchanger and chemically clean the piping system to remove all encrustation.
- ✓ Dismantle water pressurizing units and clean all encrustation.
- ✓ Dismantle glass tubing for water level and clean internally.

Maintenance on a yearly basis

Cleaning of the water wells by removing all the sand accumulated on the bottom.

This shall be performed by removing the pumps and stirring the deposited debris with compressed air.

11. FIRE DETECTION SYSTEMS

Technical description

The fire detection system consists of a computerized supervisory control system, a network of sensors located throughout the premises and in high-risk areas. The electronic sensors working through a centralized control unit are organized in sectors so as to identify the area under alarm.

MAINTENANCE ON A DAILY BASIS

- ✓ Perform functional check of the automatic telephone message sending unit.
- ✓ Perform functional check at the Centralized Control unit, of all the sectors.
- ✓ Check for pre alarm status of any fire detection/extinguishing unit and reset or perform maintenance as required. Program/re-program the system as necessary to reflect changed
- ✓ Check and action alarm messages in the central control unit or the printer.
- ✓ Test the functionality of the printer unit.
- ✓ Set off the fire alarm for 10 to 15 seconds every Friday at 12.00 Hrs.

12. SUMP PUMPS AND WATER FOUNTAIN

Technical description

The Training and Accommodation Buildings have basements which are at or below the water table of the area. The infiltrations waters are conveyed to collection pits, where sets of water pumps with float on off switches have been installed under each building. The pumps are turned on by the high water level accumulated in the relative pits. Water is thus pumped from the pits to the drainage system.

Also the water infiltrations in the tunnels beneath the School Building and the Student Quarters are maintained under the constant and redundant control of a pumps system.

There is also a decorative water fountain by the main entrance of the Training Building.

MAINTENANCE ON A DAILY BASIS

- ✓ Perform a functional check of the basement pumps.
- ✓ Perform a functional check of the water fountain, check the water level, check the chlorine concentration (between 1.5 and 3) and the PH level (between 6.8 and 7.0) with appropriate instruments and correct if out of tolerance. Add anti algae if required.

MAINTENANCE AT TWO WEEKS INTERVALS

- ✓ Remove the basement pumps from the pits and clean the filters.
- ✓ Check the return valves of the basement pumps for proper operation and replace if faulty.

- ✓ Measure the current absorption of the pumps motors.
- ✓ Drain and thoroughly clean the water fountain.
- ✓ Check serviceability of the water fountain automatic feeds for chlorine and anti algae.. Check pumps and automatic valves.
- ✓ Check all the electrical switchboard of the cellars pumps : intervene if needed

MAINTENANCE AT TWO MONTHS INTERVALS

- ✓ Remove the basement pumps and remove all sediments from the pits.
- ✓ Check metallic components for oxidation and paint with rust proof treatment as required.
- ✓ Dismantle and substitute the filters of the water fountain.

MAINTENANCE AT SIX MONTHS INTERVALS (APRIL AND OCTOBER)

- ✓ Check all motors and pumps for worn out components (seals, bearings. etc) and replace if necessary.
- ✓ In order to maintain the tunnels pump systems fully operative, it will be necessary to completely dismantle the grids at the tunnel entrances and clean the water drains beneath.

13. SEWER TREATMENT PLANT

13.1 Technical description

Discharged fluids from the Training Building, Living quarters and Technological Building are conveyed to a single treatment plant of the Oxiblock type, functioning on the total oxidation principle. The water treatment takes place in two phases, Oxidation and decantation.

Waste water flows to the oxidation area of the plant, through a grill. In the oxidation area, the bacteria present will oxidize the organic substances aided by the micro bubbles which come from appropriate diffusers installed on the bottom of the tank.

The sediments thus formed pass to the decantation compartment where they precipitate. The sediments thus separate from the liquids which are pumped out of the plant into a nearby canal. A portion of the sediments is recycled to the oxidation tank in order to furnish the required bacteria to the new waste water.

The amount of sediments which are recycled is regulated by a valve. The accumulated sediments have to be removed with an appropriate pump and

discharged. The plant must operate in conformity with the Italian D. Lgvo 152 dated 3rd April 2006 and all subsequent modifications and eventual local supplements.

MAINTENANCE ON A DAILY BASIS

- ✓ Check that all pumps function properly.
- ✓ Check that oxygenation process is functioning.
- ✓ Check that the active sediments are properly re-circulated.

MAINTENANCE AT TWO WEEKS INTERVALS

- ✓ Analyze the water discharged by the treatment plant to ensure that emissions are within the specifications foreseen by national legislation.
- ✓ Perform a check of all the electric equipment and mechanical components,
- ✓ Grease all mechanical levers and control mechanisms.
- ✓ Measure current absorption of all electrical equipment.
- ✓ Adjust the sediments recycle valve.
- ✓ Perform a functional check of the internal process.

MAINTENANCE AT FOUR WEEKS INTERVALS

- ✓ Removal of sediment from the decanting tank,
- ✓ Transportation of the sediment to the city dump.
- ✓ Check bearing wear of all rotating equipment.
- ✓ Check all metal works and parts for corrosion/rust and paint with rust proof treatment as required.

MAINTENANCE AT SIX MONTHS INTERVALS (APRIL, OCTOBER)

- ✓ Check all motors and pumps for worn out components (seals, bearings, etc.) and replace as necessary.

14. CLOSED CIRCUIT SURVEILLANCE TELEVISION SYSTEM

14.1 Technical description

A surveillance TV system exists around the NATO buildings to allow the security guards to keep the area under control. The system consists of video cameras, an infrared barrier system, a control console with relative power supplies. The contractor will be responsible for the operation and maintenance, programming and any reconfiguration software and hardware necessary to the system.

DAILY MAINTENANCE

MONITORS CONSOLE

- ✓ Perform a visual check of all the monitors on the main console to ensure that the video cameras are cycling at the prescribed interval, the pictures are clear and that the area under control is as prescribed by the security guards.
- ✓ Perform a check of the monitors on the remote console to ensure that the alarm and video cameras function properly in the remote configuration.
- ✓ Perform functionality check of the video recorder and the alarm triggers. Repair as necessary.

INFRARED BARRIERS

- ✓ Perform a visual inspection on the infrared barriers that they are integral and show no physical damage.
- ✓ Perform an operational check to ensure serviceability of all units.
- ✓ Perform an operational check to ensure that the infrared barriers function properly in the remote configuration.

MAINTENANCE AT TWO MONTHS INTERVALS

VIDEO CAMERAS

- ✓ Clean the front glass of the weatherproof case.
- ✓ Check, clean and adjust the lens mechanism.
- ✓ Verify the supply and control voltage levels.
- ✓ Verify thermostatic circuit operation.
- ✓ Check the operation of the cameras and calibrate.

- ✓ Check all mechanical components.

INFRARED BARRIERS

- ✓ Check the optical and physical alignment of the transmitter/receiver groups.
- ✓ Clean the interior of the equipment.
- ✓ Check the supply and control voltage levels.
- ✓ Check mechanical components.

CONTROL CONSOLE

- ✓ General visual check and internal cleaning.
- ✓ Check all interconnections, cables and terminals.
- ✓ Check all supply and control voltages. Adjust levels.
- ✓ Check operation of monitors.
- ✓ Check zoom and focus controls.
- ✓ Check video switching system.
- ✓ Check video camera control system.
- ✓ Check automatic alarm video lock. Adjust alarm levels.
- ✓ Check system display unit.
- ✓ Check alarm system.
- ✓ Adjust all signal levels throughout the console.

POWER SUPPLY

- ✓ Measure supply voltages, batteries voltages and current absorbed.
- ✓ Check electrolyte level of the batteries and add if required.
- ✓ Check all connections and hardware.
- ✓ Check functionality of alarms.

15. HEALTH AND SAFETY TEST REQUIREMENTS

There are several Health and Safety aspects that shall be implemented in order to cater for the wellbeing of the personnel working within the NATO environment. Each of the above health and safety aspects shall be tested by an authorized test laboratory at the intervals set hereunder. These aspects shall cover as a minimum:

- ✓ -Potable water contamination tests (every two weeks),
- ✓ -Internal air contamination and pollution tests (every month),
- ✓ -Electromagnetic field hazard tests (every six months),
- ✓ -Noise pollution tests (every six months),
- ✓ Sewage treatment plant tests (every two weeks),
- ✓ Radon Gas contamination tests (every month).

The drinking water shall be tested to ensure it is potable.

The sewage overflow shall be tested to ensure that the level of contaminants is below the prescribed levels as specified in the relative Italian legislation.

The electromagnetic field levels shall be measured due to the presence of high level transmitters, and a report shall be generated showing the recommended levels versus the actual levels, according to D. Lgvo 81/2008, Title VIII and Att. XXXVI.

The noise pollution shall be checked with the electric generator in operation.

A "sick building syndrome" check up shall be done at the beginning of the contract for a period of five days on the Training Building consisting of the following:

- Accurate inspection of the air ducts to discover fungus growth and accumulation of bacteria colonies.
- Sampling of air and analysis for dangerous viruses, volatile substances such as Carbon Monoxide, Nitrogen Oxide and Carbon dioxide, and dust particles such as fiberglass, smoke, asbestos, iron oxide.
- Air analysis for bacteria such as Legionella pneumophila, Staphylococcus, and Pseudomonas.
- Air analysis for funghi such as Aspergillus's, Cladisporiuom, Penicillium, Rhodothurula, Microspora and Trychtophyta.

16. DAMAGES TO PERSONS AND PROPERTY: CONTRACTOR INSURANCE

The contractor is responsible for all damages that might be caused to the NATO personnel, property or guests as a result of the contractor's activity.

To safeguard persons and property the contractor shall present to the Contract Administrator an insurance policy upon contract award and before start of works. **The insurance policy shall have a minimum liability of 1,500,000.00 Euros per incident, and shall be valid for the duration of the contract. A Notary who must also certify the relative powers must authenticate the signature of the Officials who release the warrantee or the policy.**

The insurance policy does not mean that the contractor shall not be accountable for additional and/or ulterior responsibilities that could derive from the services rendered.

17. Emergency Response Plan

Before the Start of Works, the successful bidder must prepare an *Emergency Response Plan* addressing actions to be taken to prevent, and respond to emergencies such as accidental spills or employee exposure to janitorial products occurring on NATO property. Plan should address hazards posed by the specific products planned for use, work practices to prevent spills/exposures, personal protective equipment to be used on the job, procedures for administering first aid and securing medical assistance to injured workers, emergency phone numbers, and procedures for notifying the Contract Administrator and the Technical Representative when such incidents occur.

18. PERFORMANCE REQUIREMENTS

In this chapter, a list of performance requirements is detailed.

The performance requirements will be used to establish the standard performance and to evaluate the contractor work with an objective method, during the year.

It is essential for this to define the Systems criticality:

- HIGHLY CRITICAL SYSTEMS:
 - Air conditioning in the UPS and in the server room
 - Electrical plant
 - Water supply
 - Fire detection system
 - Firefighting pumps
 - UPS

- Tunnel bilge pump system
- **CRITICAL SYSTEMS:**
 - Air conditioning in equipment room and labs
 - Sewage plant
 - Closed circuit surveillance system
 - Infrared barriers
 - Power generator
- **NON CRITICAL SYSTEMS:**
 - Air conditioning for offices
 - Fountain pumps

19. MAINTENANCE

19.1 PREVENTIVE AND PREDICTIVE MAINTENANCE (PPM) SERVICES.

PPM services to achieve the rates of operational availability stated below will be scheduled in advance (yearly) and will cover maintenance on all equipment above the operator level. This may be split during the year, depending on the availability of equipment. The Contractor shall provide the COR with a copy of the PPM plan on the contract start date and as changes occur.

The contractor shall also be responsible for the cleaning equipment, the transportation and disposal of the waste material to the authorized city dump, or other authorized agencies, inclusive of materials or equipment containing toxic substances or that necessitate special authorization, painting of all components internal and external which may show deterioration and/or rust, in accordance with good maintenance practice (anti rust treatment and final coat of paint).

Check and maintain all equipment: electronic, electric and mechanical.

Furnish all components and consumable materials as defined and called for throughout this specification.

Performance Standards index:

PS-1 Systems are clean and fully operational at least:

99 % of the time for Highly Critical systems;

97 % of the time for Critical systems; and

95 % of the time for Non-Critical systems

19.2 CORRECTIVE/EXTRAORDINARY MAINTENANCE (CM).

Corrective/Extraordinary maintenance services are actions performed by the contractor in the event of equipment failure on a system, if the failure is caused by normal wear and tear or attributable to Contractor acts or omissions (including their employees, agents, and representatives). The maintenance should be performed in the fastest possible manner to get the system mission ready.

Corrective/extraordinary action for critical systems will comply with the response and repair times established below.

Corrective/extraordinary action will be performed at a location designated by the Contractor.

The Contractor will ensure the supply of suitable spares for rapid support in order to comply with the established performance standards.

Performance Standard index:

PS-2 Corrective action for equipment will have a response time as described in Appendix B

PS-3 Regular repair time shall be less than

- 3 hours for Highly-Critical systems;
- 8 hours for Critical systems; and
- 48 hours for Non-Critical systems.

In case of major and/or more complicated repair and or “force majeure”, contractor’s local manager within 2 hours after response time shall report to CORs the damage and the justification for longer repair time. Such justifications shall be validated by COR and in this case a specific response time will be evaluated. Failure to report to COR request for major repair time, shall oblige contractor to the respect of time repairs mentioned above.

19.3 REGULATORY INSPECTIONS, TESTS, AND OPERATING PERMITS.

The contractor, on behalf of the NCISS, must ensure that all equipment and facilities described within this contract comply with all applicable current Building and Safety regulations (e.g., risk analysis of elevators, inspections on health and safety at work performed in accordance with applicable regulations, etc), in case of noncompliance,

the contractor shall notify the NCISS of all discrepancies encountered so that any corrective action may be planned and agreed.

The Company shall identify, schedule and ensure the completion of all inspections, tests, and operating permits required for such compliance. The Company is fully responsible for obtaining the necessary information required to determine when an inspection, test, or operating permit is required. All inspections and tests shall be performed by an officially approved agency as established in applicable regulations. The Contractor shall prepare and submit for the approval of the COR a plan consisting of the overall procedures, requirements, deadlines, and approximate dates for all inspections and tests for approval.

Performance Standard index

PS-4 100 % compliance of equipment, facilities and working procedure with applicable regulatory safety requirements, operating permits and host nations health and safety laws and regulation applies.

19.4 REPORTS

Routine Reporting System. The Contractor shall submit a monthly summary report to the COR containing

- (1) An overall summary of maintenance work performed.
- (2) The results of tests conducted.
- (3) The general status and history of systems and equipment, with efficiencies description, risk assessment and evaluation, actions suggested.
- (4) A list of any equipment breakdowns and the corresponding time needed to repair such systems and equipment.
- (5) A projection of any major equipment shutdowns, which are required for maintenance purposes.

Other reports (e.g., Energy Analysis Report, Health and Safety reports, etc.)

Performance Standard index

PS-5 Reports are submitted with a maximum delay of 1 working day with respect to the dates stated in the contract.

20. Performance Assessment Plan (PAP)

20.1 Scope.

This plan describes how NCISS personnel will evaluate and assess contractor performance. It is intended to be a “living” document that should be revised or modified as circumstances warrant. It is based on the premise that the contractor, not NCISS, is responsible for managing and ensuring that quality controls meet the terms of the contract. Changes to the performance assessment plan shall be provided to the contractor as they occur.

20.2 Sample Size.

The sample size will be the actual quarterly number of tickets open/closed within the period of surveillance (e.g., total repairs in a given quarter, total calls to the help-desk, total hours in a given quarter, etc.) for all contractual services.

20.3 Evaluation Procedures.

The COR will evaluate Contractor’s performance through the monitoring methods established above and the following calculation procedures:

a. PS-1. Rate of system availability

The systems availability commitment relates to the amount of time that all the equipment under the contract is fully operational. Downtime is calculated commencing with the date and time the trouble ticket is opened and ending upon confirmation that service has been restored. The quarterly rate of availability of a system is the result of the following formula:

$$PS1 = 100 \times (\text{Total number of hours} - \text{Total hours of systems unavailability})$$

For systems subject to 24/7 operations regime (e.g., refrigeration unit) the total number of hours will be calculated on the basis on a 24-hour workday. For systems not subject to 24/7 operations (e.g., forklift) the number of hours will be calculated on the basis of a 8-hour workday.

The average rate of availability per system category (i.e., highly critical, critical and non-critical) will be the average of the individual rates of availability.

b PS-2. Corrective Maintenance Mean Time to Respond:

The time to respond is calculated according to Annex B

$$PS2 = 100 \times (\text{Total number of opened tickets} - \text{Total number of closed tickets})$$

c. PS-3. Corrective Maintenance Mean Time to Repair:

The time to repair is calculated commencing with the date and time the trouble ticket requesting on-site technical intervention is opened and ending upon date and time of the restoration of systems operation. This rate will be calculated through the following formula:

PS3= Cumulative time to repair for all technical interventions

Total number of technical interventions

d. PS-4. Regulatory Inspections Estimated Rate of Compliance:

The rate of compliance commitment relates to the amount of facilities and equipment under the contract that is fully compliant with regulatory safety requirements and operation permits according to applicable law.

This rate will be calculated through the following formula:

PS4 = Total number of compliant equipment/facilities

Total number of equipment/facilities under the contract

e. PS-5. Report Submission Average Delay:

The delay in the submission of reports established in the contract is calculated commencing with the date and time the report is due and ending upon date and time the report is received by the COR or his/her representatives. The average delay will be calculated through the following formula:

PS5 = Cumulative delay for all reports issued

Total number of reports issued

20.4 Remedies.

If performance is judged unsatisfactory, the COR will initiate an unsatisfactory performance report and submit it, with the checklist recording the unacceptable performance, to the contracting officer.

If in any given evaluation period (e.g., quarter) an evaluation report shows unsatisfactory ratings on one or more of the performance standards, the Contractor shall be obliged to pay a penalty equal ranging from 0.5% to 2% of the monthly invoice per any of the rating factor (from PS-1 to PS-5) If the Contractor fails to remedy a particular unsatisfactory rating in two (2) consecutive evaluation periods, then it shall be obliged to pay a penalty equal ranging from 1% to 4% of the monthly invoice per any of the rating factor (from PS-1 to PS-5) If the Contractor fails to remedy a particular unsatisfactory rating in three (3) consecutive evaluation periods, he shall be obliged to pay a penalty equal ranging from 2% to 6% of the monthly invoice per any of the rating factor (from PS-1 to PS-5) .

After three unsatisfactory ratings – consecutive or not consecutive – NCISS may choose to terminate the contract for contractor's default, without NCISS liability (except for services already performed) by issuing written notice of termination within 14 days after receipt of the last report demonstrating failure to remedy the unsatisfactory ratings.

PERFORMANCE REQUIREMENTS SUMMARY

<u>Ref No</u>	<u>Performance Standard</u>	<u>Monitoring Method</u>
PS-1	Systems are clean and fully operational at least: 99 % of the time for Highly Critical systems; 97 % of the time for Critical systems; and 95 % of the time for Non-Critical systems	Quarterly computation of equipment downtime
PS-2	Corrective action for equipment will have a response time according to the Sys Aid classification	Quarterly evaluation on 100% of cases
PS-3	Mean time to repair equipment will be of less than: - 72 hours for Highly-Critical systems; - 96 hours for Critical systems; and - 120 hours for Non-Critical systems.	Quarterly evaluation on 100% of cases
PS-4	100 % of equipment and facilities complies with applicable regulatory safety requirements and operating permits	Periodic sampling
PS-5	Reports are submitted with a maximum delay of 1 day with respect to the dates stated in the contract	Quarterly evaluation on 100% of reports

Service Response For Corrective maintenance

Preventive and Corrective maintenance is managed with the support of the Sys Aid ticketing system.

The NCISS COR will allocate tickets to the maintenance staff, taking into consideration the day to day maintenance activities, assigning a criticality.

According to the criticality of the ticket, the response time shall be the following:

Ticket criticality	Response time	Monthly % of delay allowed
Urgent	Within 1 hour	0%
Very high	Within 1 working day	10%
High	Within 2 working days	20%
Normal	Within 3 working days	30%
Low	Within 5 working days	40%

Quarterly, the COR will verify the % of tickets in delay, according to the response time.

If the percentages are over the established, the P&C will be advised and a penalty will be applied.