



**ACQUISITION**

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NCIA/ACQ/2016/1407  
25 July 2016

To: See Distribution List

Subject: **Distribution of Invitation for Bid (IFB) Amendment 1**  
**IFB-CO-14171-PMIC: To Provide an Integrated Programme Management and**  
**Integration Capability (PMIC)**

Reference(s): AC/4-DS(2015)0023  
Project Serial No.: 2014/OIS03096  
Commitment Number: N/A

1. Forwarded herewith for your action and/or file is/are copy/copies of subject Amendment 1 to the Invitation for Bid (IFB).
2. The effective date of this IFB Amendment 1 is: 25 July 2016.

FOR THE GENERAL MANAGER:

A handwritten signature in black ink, appearing to be 'Ijeoma Ezeonwuka', written over a horizontal line.

Ijeoma Ezeonwuka  
Contracting Officer

Attachment: As stated



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and Information Agency  
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NCIA/ACQ/16/1395  
25 July 2016

To : All Nominated Prospective Bidders  
Subject : **Amendment 1 to IFB-CO-14171-PMIC**

**Responses to Clarification Requests and Changes to IFB Documentation**

**IFB-CO-14171-PMIC: Invitation for Bid to Provide an Integrated Programme Management and Integration Capability (PMIC)**

Reference(s) : A. AC/4-D/2261 (1996 Edition)  
B. AC/4-D(2008)0002-REV2 and AC/4-D(2009)0002  
C. NSIP Project Serial 2014/0IS03096  
D. AC/4(PP)D/27265-ADD5-REV1-FINAL  
E. AC/4-DS(2015)0023  
F. NCI Agency NOI NCIA/ACQ/2015/1827 dated 21 December 2015  
G. Issuance of IFB-CO-14171-PMIC dated 10 June 2016  
H. AC/4-DS(2016)0018

Dear Sir/Madam,

1. The purpose of this Amendment 1 to IFB-CO-14171-PMIC is to provide all Nominated Bidders with the NCI Agency answers to Clarification Requests (CR) received for the subject IFB. The Purchaser-provided responses to CR are issued as Annex A to this letter and will also be made available for download via the PMIC IFB Portal.
2. As a result of the responses to CR provided herein, the following IFB documents have been revised:
  - a. 1-IFB-CO-14171-PMIC-Book I-Bidding Instructions.
  - b. 4\_IFB-CO-14171-PMIC-Book II-Prospective Contract (with Part II).

By virtue of this Amendment they replace and supersede any previous version issued in the context of IFB-CO-14171-PMIC.

3. All amendments to the IFB documents have been highlighted.

4. All amended documents are available for download via the PMIC IFB Portal at:  
<https://ifb.ncia.nato.int/IFB-CO-14171-PMIC>
5. All other IFB documents (as noted below) remain unchanged from their original version as issued on 10 June 2016:
  - a. 2\_IFB CO-14171-PMIC-Book I-Annex A-Bidding Sheets.
  - b. 3\_IFB-CO-14171-PMIC-Book II-Contract Cover Sheet.
  - c. 5\_IFB CO-14171-PMIC-Book II-Part I-SSS.
  - d. 6\_IFB-CO-14171-PMIC-Book II-Part III-Contract General Provisions.
  - e. 7-IFB-CO-14171-PMIC-Book II-Part IV-SOW.
  - f. 8-IFB-CO-14171-PMIC-Book II-Part IV-SOW-Annex A-Performance Goals.
6. The NCI Agency point of contact for all information concerning this IFB is Ms. Ijeoma Ezeonwuka, Contracting Officer, who may be reached at [Ijeoma.Ezeonwuka@ncia.nato.int](mailto:Ijeoma.Ezeonwuka@ncia.nato.int).
7. The reference for the IFB is **IFB-CO-14171-PMIC**, and all correspondence concerning this IFB shall reference this number.
8. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS 12:00 HOURS (BRUSSELS LOCAL TIME) ON 02 SEPTEMBER 2016.**

FOR THE GENERAL MANAGER:



Peter Scaruppe  
Director of Acquisition

**Attachments:**

- A) Questions and Responses to IFB-CO-14171-PMIC, Amendment 1.
- B) Revised Bidding Documentation per Paragraph 2 of this letter.



Annex A

ADMINISTRATIVE or CONTRACTUAL CLARIFICATION REQUESTS

Index No.	IFB Source Document	IFB Paragraph Reference	Bidder's Question	NCI Agency's Response	IFB Package Amended	CR Released in AMD #
CR#1	Book I-Bidding Instructions and Book II-Prospective Contract	Book I, Section 1, Paragraph 1.4 and Book II, Part II, Clause 25	We will like to bid for PMIC and we are at the moment participating in one of the projects on the BI-SC AIS and NGCS Excluded List. Does this already existing participation also mean that we are excluded from PMIC?	Per the NATO Investment Committee's (IC) decision on 12/07/2016, <b>YES</b> , you will be excluded from participating in this PMIC competition. There will be an Amendment to the Invitation for Bid (IFB) in order to incorporate this decision. The following sections of IFB will be impacted by this decision: (a) Paragraph 1.4.6 of Book I-Bidding Instructions and (b) Clause 25 of Book II-Prospective Contract.	Yes	<b>AMD1</b>
CR#2	Book I-Bidding Instructions and Book II-Prospective Contract	Book I, Section 1, Paragraph 1.4 and Book II, Part II, Clause 25	N/A	In addition to the decision above, the IC also decided that the maximum period in which the Exclusion Clause remains valid after Contract completion shall change from three (3) years to two (2) years. The Amendment to the IFB will also incorporate this decision. The following sections of IFB will be impacted by this decision: (a) Paragraph 1.4.6 of Book I-Bidding Instructions and (b) Clause 25 of Book II-Prospective Contract.	Yes	<b>AMD1</b>
CR#3	Book I-Bidding Instructions	Paragraph 3.14 of Annex A-2	With respect to the timeline, approximately when does the NCI Agency expect to make a contract award announcement?	Per Paragraph 3.14 of Annex A-2 of Book I-Bidding Instructions, the NCI Agency anticipates an Effective Date of Contract of not later than the end of the first quarter of 2017.	No	<b>AMD1</b>



CR#4	Book I-Bidding Instructions	Book I, Section 1, Paragraph 1.4	Concerning the exclusion criteria as listed in SoW 1.2.4 to 1.2.6, Table 1 and Table 2: Would a company also be excluded from either PMIC tender or one of the listed or potentially conflicting tendering procedures before any contract is awarded if the tendering procedures overlap? (This question assumes that the company would tender for PMIC and another procedure at the same time.)	Where the PMIC Bidder is not affected by the response from CR#1 above, the Bidder is not excluded from participating in both the PMIC competition and projects on the Excluded List. However, it would be the PMIC Bidder's business decision to select only one contract to sign if awarded both.	No	AMD1
CR#5	Book II-Prospective Contract	Book II, Part II, Clause 25	Concerning the exclusion criteria as listed in SoW 1.2.4 to 1.2.6, Table 1 and Table 2: How are these exclusion criteria applied to affiliated companies, e.g. holding companies, subsidiary companies or other regional entities of a multinational corporation? Will these companies also be excluded?	Per Clause 25.4 of Book II-Prospective Contract, Part II-Contract Special Provisions, This exclusion clause does not apply to parent companies of the Contractor and their wholly owned subsidiaries provided that the parent company or its subsidiaries provides proof to the satisfaction of the Purchaser that they operate as a separate legal entity in a completely distinguishable and different business domain.	No	AMD1

**TECHNICAL CLARIFICATION REQUESTS**

Index No.	IFB Source Document	IFB Paragraph Reference	Bidder's Question	NCI Agency's Response	IFB Package Amended	CR Released in AMD #
CR#1	N/A	N/A	How do you interact with projects that is in focus?	The projects in focus are initiated (in PRINCE2 terms) by the Bi-SC AIS Implementation Office (IO). The IO has the responsibility to produce the Advanced Planning Funds (APF) request once the sufficient requirements and CONOPs are provided by the Strategic Commands. Thereafter a Type B Cost Estimate (TBCE) is produced under the responsibility of the IO but often already	No	AMD 1



				<p>involves the PM and Subject Matter Experts (SMEs) from the Service Lines (SLs). The projects are executed by a Project Manager from one of the NCI Agency Service Lines (SLs). The IO sits on the project boards and monitors and controls the overall programme and conducts change management. Risks and issues are actively managed with the projects. The IO will also support project testing by providing test tools, some test cases, some test data and facilities. The IO will provide a high level architecture in which the projects will need to fit their solution architecture and also support some design refinement. The IO will also support integration testing and will in the end ensure that the project closure.</p>		
CR#2	N/A	N/A	<p>How are the resources (approx. 25 FTEs) in the current PMIC team distributed? Which part is the focus of the different current contractors/sub-contractors?</p>	<p>There are three NCI Agency resources in the Bi-SC AIS IO: programme manager, test manager, and technical lead. There is one support contractor (through our SSC contract) who manages the integration testbed facility (directs operations and maintenance). From the PMIC contract team, there are: one PM, 4 people in the governance team, 10 people in the integration team, and three people in the testbed technical support team. In addition there are varying number of IV&amp;V contractors who are also provided through the PMIC contract (currently 5). In addition there are some resources that are available through reach back for tool support and customization, proof of concept and technical work to support the I&amp;T team, and experts for short term project work like code inspection, cost estimation, best practice and mentoring. The team is a blended team so the best expert is taken from the prime or sub-contractor based on availability and skill sets. Nevertheless, you will see in the IFB that it is expected that there will be some difference in</p>	No	<b>AMD 1</b>



				the organization in the next PMIC contract based on the experience gained and the priorities for the next phase.		
CR#3	N/A	N/A	What resourcing levels are expected for handover period of the current contractor and winning bidders during the handover period of six (6) months?	We expect that approximately 50% of the on-site team will be participating in the transition over the six month period. This will depend on the expertise and experience of the winning team and the tasks and information deemed most important for the next phase of the work.	No	<b>AMD 1</b>

**INVITATION FOR BID**

**IFB-CO-14171-PMIC**

**PROGRAMME MANAGEMENT AND INTEGRATION  
CAPABILITY  
(PMIC)**

**Project Serial No.: 2014/0IS03096**



**BOOK I**

**BIDDING INSTRUCTIONS**



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## SECTION 1 INTRODUCTION

### 1.1. Purpose

- 1.1.1. The purpose of this Invitation for Bid (IFB) is to award a Contract to provide Implementation Authority Programme and Integration Capability.
- 1.1.2. This project will harness the resources programmed under several projects in CP 9C0107 and CP 9C0150 to provide an integrated Programme Management and Integration Capability (PMIC), which will ensure a controlled evolution of the Bi-Strategic Automated Information Systems (Bi-SC AIS) and NATO General Communication Services (NGCS) as an increasingly effective contribution to future North Atlantic Treaty Organization (NATO) Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) Capability.
- 1.1.3. This Contract will provide a framework through which a Contractor team will provide services to support the management, governance, and control of the implementation of the Bi-SC AIS and NGCS programmes and its constituent projects.
- 1.1.4. The purpose of this Contract is also to improve the benefit realisation, quality, timeliness, cost-effectiveness, and interoperability of Bi-SC AIS, and NGCS services through performance of management and technical services encompassing all key cross-cutting programme management, programme support, integration and testing functions.

### 1.2. Scope of Work

- 1.2.1. The PMIC project Contract will support 16 management and C4ISR technical services as shown below.

Management Services		C4ISR Technical Services	
1	Programme Management	9	Systems Engineering
2	Change Management	10	Integration Management
3	Communications Management	11	Software Engineering and Design
4	Risk Management	12	Operational User Experience (UX)
5	Schedule Management	13	Requirements Management
6	Cost Management	14	Programme Assurance
7	Configuration Management	15	Transition Management
8	Quality Management	16	Information Security Management

- 1.2.2. The NCI Agency has defined an overall programme and project management framework within which the PMIC will be implemented. This framework combines the PRINCE2 project management methodology with the knowledge areas and best practices defined in the Project Management Institute's Project Management Book of Knowledge and its Standard for Program Management. In addition, the NCI Agency intends to work with the PMIC Contractor to implement a process improvement approach that will progressively increase the maturity of Bi-SC AIS and NGCS programme management and integration processes to deliver capabilities faster, with higher quality, and with greater efficiency.

### **1.3. Overview of the Prospective Contract**

- 1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the PMIC capability and associated services. The Contractor shall perform all activities required as per Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables as per Book II Part I (Schedule of Supplies and Services – SSS). The Contractor's work encompass the activities described in paragraph 1.2).
- 1.3.2. In accordance with the terms of the Contract, the Contractor shall be required to render performance for a Basic Contract and, subject to Purchaser's formal request, for Optional additional years of services as defined in the SOW and summarized below as follows:
- 1.3.2.1. The Basic Contract is to provide for a duration of 18 months to cover successful completion of performance associated with Ramp-Up Stage (6 Months) and 1st Execution Stage (12 Months) and for performance rendered on the basis of Task Orders as required in the Prospective Contract (Book II).
- 1.3.2.2. After the initial 18-month basic Contract term, two 12-months Options (for the Second and Third Execution Stages) is anticipated to be exercised if the Contractor's overall performance during the initial term of 18 months is considered satisfactory. These Options shall be evaluated. This means that they will be evaluated and scored as part of the source selection process following this IFB.
- 1.3.3. The Contract resulting from this IFB shall be awarded on a Firm Fixed Price basis. The Purchaser liabilities at the time of Contract signature shall be limited to the effort relevant to the Basic Contract as defined in the Statement of Work. Performance associated with Evaluated Options shall be subject to formal Purchaser request, in accordance with Clause 10 (Options) of the Contract Special Provisions, and shall not constitute an obligation on the part of the Purchaser at the time of Contract signature.

- 1.3.4. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

#### **1.4. Governing Rules, Eligibility, and Exclusion Provisions**

- 1.4.1. This solicitation is an International IFB and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4 D/2261 (1996 Edition).
- 1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see paragraph 2.1.1.5) for which a Declaration of Eligibility has been issued by their respective government authorities.
- 1.4.3. **Best Value Evaluation Method**
- 1.4.3.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D (2008)0002-Rev 1 dated 27 April 2009 and AC/4-D (2008)0002-Rev 2 dated 15 July 2015.
- 1.4.3.2. The bid evaluation criteria and the detailed evaluation procedures are described in Section 4.
- 1.4.4. This IFB will not be subject to a public bid opening.
- 1.4.5. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 “Request for IFB Clarifications”.
- 1.4.6. **Exclusion Clause**
- 1.4.6.1. Prospective Bidders must note the Contracting limitations established in Clause 25 of the Contract Special Provisions of the Prospective Contract (Book II) regarding the participation in future Contracts for Bi-SC AIS and NGCS Programme related products and services.
- 1.4.6.1.1. The Bidder shall certify in Annex B-15, its comprehension and intention to comply with the exclusion clause in Clause 25 of Book II: Prospective Contract and acknowledge that during the maximum period of performance established by this Contract plus **two (2) years**, they shall be excluded from award of all BI-SC AIS and NGCS work performed at the NCI Agency. Failure to complete this Annex shall result in the Bidder being considered non-compliant.

1.4.6.2. Prospective Bidders and their prospective sub-Contractor(s) must also note that if they currently hold any contract(s) or sub-contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes (more specifically, contract(s) or sub-contract(s) under Table 1 of paragraph 1.2 of the SOW (Book II, Part IV)), then they are excluded from participating in this PMIC IFB.

1.4.6.2.1. The Bidder shall certify in Annex B-16, that neither they nor their prospective sub-Contractor(s) currently hold any contract(s) or sub-contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes. If they do, then they are subsequently excluded from participating in this PMIC IFB.

1.4.6.3. Bidders must also note that future IFBs for Bi-SC AIS and NGCS Projects as listed under Table 1 of the SOW will contain language limiting the Contractor's participation in these projects due to a real or apparent Conflict of Interest. An example of this language is hereby provided:

*“Prospective Bidders shall note that the Purchaser reserves the right to exclude the successful Bidder and its prospective Sub-Contractors from the award of this Contract if the successful Bidder or its prospective Sub-Contractors may be in a position to unfairly influence this Contract as a result of being selected for the work performed or to be performed under the BI-SC AIS and NGCS Programme Management and Integration Capability (PMIC) current Contract or prospective IFB. This applies also to the Contractor's/Sub-Contractor's parent companies or subsidiaries unless the parent company or its subsidiaries will provide proof that they operate as a separate legal entity in a completely distinguishable and different business domain from that of the PMIC.”*

## 1.5. Security

1.5.1. This IFB has been classified as NATO UNCLASSIFIED.

1.5.2. Contractor personnel working at NATO sites are required to possess a security clearance of “NATO SECRET”. Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

- 1.5.3. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.
- 1.5.4. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided "as is, without any warranty" as to quality or accuracy.

## 1.6. Bidders Conference

- 1.6.1. Prospective Bidders are invited to a Bidders Conference that will be held at the NCI Agency Premises in The Hague, Netherlands on 13 July 2016 from 0830 until 1500 (The Hague, Netherlands Time).
- 1.6.2. The purpose of the Bidders Conference is to brief the Prospective Bidders on the IFB. The Bidder's Conference is planned to include a briefing on the bidding process; the bidding sheets; the Prospective Contract; and the technical and project management aspects of the project.
- 1.6.3. The participation to the Conference is limited to a maximum of two (2) persons simultaneously per Bidder and per agenda item. No exception to this number of attendees will be made by NCI Agency because of space restrictions.
- 1.6.4. **Proposed Conference Programme:**

0830-0900	Arrival and Registration
0900-0920	Administrative Brief
0920-0930	Welcome and Introduction
0930-0945	Introduction of the PMIC Project
0945-1015	Presentation of the Acquisition Process
1015-1045	Coffee Break
1045-1145	PMIC Technical Introduction
1145-1245	Lunch Break (No Host)
1245-1345	Questions and Answers
1345-1400	Closing Remarks
1400-1500	Wrap-up and Networking

- 1.6.5. Those companies that wish to participate in the Bidders Conference shall indicate their intention to attend not later than 7 days prior to the date of the Conference to the Point of Contact stated in paragraph 2.5.1. Security clearances are not required to attend the Bidders Conference. The interested firms shall email the Purchaser POC the following relevant data for each of the two company members (maximum per agenda item) attending:
- 1.6.5.1. The name of company
  - 1.6.5.2. Name of attendee(s) and Email Address(es)
  - 1.6.5.3. Passport number/ID
  - 1.6.5.4. Place and date of birth
  - 1.6.5.5. Agenda item attending
- 1.6.6. All attendee nominations shall be addressed to the IFB POC specified in paragraph 2.5.1.
- 1.6.7. The potential Bidders may submit questions in writing not later than 7 days prior to the date of the Conference to the POC, at the email address mentioned under paragraph 2.5.1. The Purchaser will endeavour to respond to the previously submitted questions at the Bidders Conference. If any additional questions are asked by the potential Bidders at the Bidders Conference, the Purchaser may attempt to answer them at that time, but any answer that may appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the IFB only when a written amendment to the IFB is issued in writing by the Purchaser.
- 1.6.8. Answers to all questions will be issued in writing to all Bidders as soon as practicable after the Conference, whether or not the Bidders attended the Conference. The formal written answers will be the official response of the Agency, even if the written answer differs from the verbal response provided at the Conference.
- 1.6.9. Notwithstanding the written answers provided by the NCI Agency after the Bidders' Conference, the terms, conditions and language of the IFB remains unaltered unless a formal IFB amendment is issued by the NCI Agency and is identified as such.

**END OF SECTION 1**

## SECTION 2 GENERAL BIDDING INFORMATION

### 2.1. Definitions

2.1.1. In addition to the definitions and acronyms set in Clause 1 of Part II of the Prospective Contract and the definitions and acronyms set in the Clause 2 of the NCI Agency Contract General Provisions (Part III), the following terms and acronyms, as used in this IFB shall have the meanings specified below:

- 2.1.1.1. **“Bidder”**: a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Principal Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Principal Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Principal Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.1.1.2. **“Compliance”**: strict conformity to the requirements and standards specified in this IFB and its attachments.
- 2.1.1.3. **“Contractor”**: the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the Prospective Contract.
- 2.1.1.4. **“Firm of a Participating Country”**: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.1.1.5. **“Participating Country”**: any of the NATO nations contributing to the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

- 2.1.1.6. **“Purchaser”**: The Purchaser is defined as the current NCI Agency or its legal successor.
- 2.1.1.7. **“Quotation”** or **“Bid”**: a binding offer to perform the work specified in the attached Prospective Contract (Book II).
- 2.1.1.8. **“IFB”**: Invitation for Bid

## 2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. As stated in paragraph 1.4.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.
- 2.2.2. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.4. No materials or items of equipment down to and including identifiable Sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.5. Unless otherwise authorised by the terms of the Prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

## 2.3. Bid Delivery and Bid Closing

- 2.3.1. All bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 on/or before 12:00 hours (Brussels Local Time) on 02 September 2016, at which time and date bidding shall be closed.
- 2.3.2. Bids shall be delivered to the following address:
  - 2.3.2.1. **By Post:**  
NATO/ NCI Agency  
Acquisition Directorate  
Attn: Ms. Ijeoma Ezeonwuka (x8104)  
Avenue du Bourget 140, Bâtiment Z  
B-1110 Brussels, Belgium
  - 2.3.2.2. **Hand Carried Service or Courier:**  
NATO/ NCI Agency  
Acquisition Directorate

Attn: Ms. Ijeoma Ezeonwuka (x8104)  
Avenue du Bourget 140, Bâtiment Z  
B-1110 Brussels, Belgium

- 2.3.3. Bids submitted by electronic means (i.e. email) are not permitted and will not be considered. Bidders shall note that electronic (CD ROM) copies of their bid are required to be submitted with their "hard copy" in accordance with the submission prescriptions as further detailed in Section 3 of this Book I.
- 2.3.4. Bidders are advised that security or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items. It is the responsibility of the Bidder to ensure that delivery of the bid is performed during duty hours and days (0830 to 1700 Monday through Thursday and 0830 to 1600 on Friday).
- 2.3.5. **Late Bids**
- 2.3.5.1. Bids which are delivered to the Purchaser after the specified time and date set forth in paragraph 2.3.1 are "Late Bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.
- 2.3.5.2. **Consideration of Late Bid:** The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified bid closing time. Considering the number and quality of express delivery services, courier services and special services provided by the national postal systems, a late bid shall only be considered for award under the following circumstances:
- 2.3.5.2.1. A Contract has not already been awarded pursuant to the IFB, and
- 2.3.5.2.2. The bid was sent to the address specified in the IFB by ordinary, registered or certified mail not later than ten (10) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or
- 2.3.5.2.3. The bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NCI Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

- 2.3.5.3. A late bid which was hand-carried, or delivered by a private courier, for which a proper receipt cannot be produced, cannot be considered for award under any circumstances nor can late bids which bear no post marks or for which documentary evidence of mailing date cannot be produced.

## 2.4. Requests for Extension of Bid Closing Date

- 2.4.1. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted to the Point of Contact indicated in paragraph 2.5 below **only** through the delegation of the country of origin of the firm which has been invited to bid or by that country's Embassy **no later than fourteen (14) calendar days** prior to the established bid closing date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

## 2.5. Purchaser's Point of Contact

- 2.5.1. The Purchaser point of contact for all information concerning this IFB is:

Ms. Ijeoma Ezeonwuka, Contracting Officer  
Acquisition Directorate  
E-mail: [ijeoma.ezeonwuka@ncia.nato.int](mailto:ijeoma.ezeonwuka@ncia.nato.int)  
Tel: +32.2.707.81.04  
*\*preference is via email over phone*

- 2.5.2. All correspondence related to the IFB will be forwarded to the contact details in paragraph 2.5.1 above.

## 2.6. Request for IFB Clarifications

- 2.6.1. Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to seek clarification of any matters of an administrative or contractual, price, or technical in nature pertaining to this IFB.
- 2.6.2. All questions and requests for clarification shall be submitted via email (no phone calls please) to the point of contact identified in paragraph 2.5.1 using the Clarification Request Form provided at Annex D of this Book 1.
- 2.6.3. Such questions and requests for clarification shall be submitted **not later than twenty eight (28) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraph 2.6.4 below.

- 2.6.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established bid closing date.
- 2.6.5. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification.
- 2.6.6. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.6.5 above.
- 2.6.7. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidders identity.
- 2.6.8. Bidders are advised that subsequent questions and requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be considered by the Purchaser as grounds for a determination of non-compliance.
- 2.6.9. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.6.10. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the mean of the issuance of a formal IFB amendment in accordance with paragraph 2.8.
- 2.6.11. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

- 2.6.12. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in its offer.

## **2.7. Requests for Waivers and Deviations**

- 2.7.1. Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB and attached Prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6.
- 2.7.2. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a bid as submitted may be regarded by the Purchaser as a qualification or condition of the bid and may be grounds for a determination of non-compliance.

## **2.8. Amendment of the Invitation for Bid**

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions and specifications and provisions of the IFB at any time prior to the date set for the bid closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt which the Bidder shall complete and enclose as part of its submitted bid. This process may be part of the clarification procedures set forth in paragraph 2.6 or may be an independent action on the part of the Purchaser.
- 2.8.2. All revisions or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its bid by completing the "Acknowledgement of Receipt of IFB Amendments" at Annex B-2 of this Book I. Failure to acknowledge receipt of all amendments may be grounds to determine the bid to be non-compliant.
- 2.8.3. The Purchaser will consider the potential impact of amendments on the ability of Prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

## **2.9. Cancellation of Invitation for Bid**

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

preparation and submission of a bid (including participation at a Bidders Conference) in response to this IFB.

## **2.10. Modification and Withdrawal of Bids**

- 2.10.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for bid closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.10.2. Modifications to bids which arrive after the bid closing date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in paragraph 2.3.5 concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.10.3. A Bidder may withdraw its bid at any time prior to bid opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.
- 2.10.4. Except as provided in paragraph 2.11.4.2, a Bidder may withdraw its bid after bid opening only by forfeiture of the Bid Guarantee.

## **2.11. Bid Validity**

- 2.11.1. Bidders shall be bound by the term of their bids for a period of twelve (12) months starting from the bid closing date specified in paragraph 2.3.1.
- 2.11.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.11.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

- 2.11.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.11.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
  - 2.11.4.2. refuse this extension of time and withdraw the bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.11.5. Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

## 2.12. Bid Guarantee

- 2.12.1. The Bidder shall furnish with its bid, a guarantee in an amount equal to **Three Hundred Thousand Euros (€300,000)** with a validity equal to that of the bid as expressed in paragraph 2.11.1. The Bid Guarantee shall be substantially similar to Annex C as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.
- 2.12.2. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.
- 2.12.3. A format substantially similar to the one set in Annex C of this Book I shall be used by the issuing financial institution to create a Standby Letter of Credit acceptable to the Purchaser.
- 2.12.4. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If this method is selected, Bidders are informed that the Purchaser will cash the cheque on the bid closing date.
- 2.12.5. If the bid closing date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and

confirmation, as applicable) extended to reflect the revised bid validity date occasioned by such extension.

- 2.12.6. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the bid closing date may be cause for the bid to be determined non-compliant.
- 2.12.7. In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.
- 2.12.8. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
  - 2.12.8.1. The Bidder has submitted a bid and, after bid closing date (including extensions thereto) and prior to the selection the compliant bid determined to represent the best value, withdraws the bid, or states that it does not consider the bid valid or agree to be bound by the bid, or
  - 2.12.8.2. The Bidder has submitted a compliant bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the IFB.
  - 2.12.8.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time.
  - 2.12.8.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract at the date of Contract signature.
- 2.12.9. Bid Guarantees will be returned to Bidders as follows:
  - 2.12.9.1. to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
  - 2.12.9.2. to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
  - 2.12.9.3. to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.
  - 2.12.9.4. pursuant to paragraph 2.11.4.2.

**2.13. Electronic Transmission of Information and Data**

- 2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the Prospective Bidders as soon as practicable.
- 2.13.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail or portal communication (<https://ifb.ncia.nato.int/IFB-CO-14171-PMIC>) to manage all correspondence related to this IFB, including IFB amendments and clarifications.

**2.14. Supplemental Agreements and Export Controlled Information**

- 2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.
- 2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.
- 2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Prospective Contract, to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

**2.15. Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser**

- 2.15.1. Bidders are instructed to review Clause 22 of the Contract Special Provisions and Clause 30 of the Contract General Provisions set forth Parts II and III of Book II herein. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.
- 2.15.2. Bidders are required to disclose, in accordance with Annexes B-9, B-10, and B-11 of this Book I the IP proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights (IPR) or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.
- 2.15.3. The identification of Bidders' Background and/or Third Party IP shall be limited to those IPs associated with products and/or documentation which is

indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.

- 2.15.4. Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.
- 2.15.5. Bidders are reminded that restrictions on use or dissemination of IP conflicting with the Book II terms and conditions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of non-compliant bid.

**END OF SECTION 2**

## SECTION 3 BID PREPARATION INSTRUCTIONS

### 3.1. General

- 3.1.1. Bidders shall prepare and submit their bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders **shall not simply restate the IFB requirements**. A bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the Prospective Contract.
- 3.1.3. Bidders are informed that the quality, thoroughness and clarity of the bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final Best Value score.
- 3.1.4. Partial bids and bids containing conditional statements will be declared non-compliant.
- 3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.6. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.7. All documentation submitted as part of the bid shall be "NATO UNCLASSIFIED".
- 3.1.8. **Language Of Bid**
- 3.1.8.1. All notices and communications regarding this IFB shall be written and conducted in English.
- 3.1.8.2. All bids shall be submitted in English.

### 3.2. Bid Package Content

- 3.2.1. The complete bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these bidding instructions.
- 3.2.2. **Volume 1- Bid Administration Package:** containing one (1) hard copy and one (1) soft copy of the documents specified in paragraph 3.4.
- 3.2.3. **Volume 2- Price Quotation:** containing one (1) hard copy and two (2) soft copies (CD ROMs or DVDs) of information specified in paragraph 3.5.1. The soft copy shall be in MS Excel format which can be manipulated i.e. not an image and be the full and complete Price Quotation including the Contract Line Item Number (CLIN) Price breakdown sheets.
- 3.2.4. **Volume 3- Technical Proposal Package:** Technical Proposal Package composed of the further six (6) parts as specified below. Each of the Parts listed below shall be self-contained in a clearly marked separate binder or file for ease of segregation and handling.
- 3.2.4.1. **Part 1: Bidder Qualifications,** as described in 3.6.4, in four (4) hard copies and two (2) electronic copies.
- 3.2.4.2. **Part 2: Draft Project Management Plan,** as described in 3.6.5, in four (4) hard copies and two (2) electronic copies.
- 3.2.4.3. **Part 3: Draft Ramp-Up Stage Plan,** as described in 3.6.6, in four (4) hard copies and two (2) electronic copies.
- 3.2.4.4. **Part 4: Draft First Execution Stage Plan,** as described in 3.6.7, in four (4) hard copies and two (2) electronic copies.
- 3.2.4.5. **Part 5: Draft Programme Risk Management Plan,** as described in 3.6.8, in four (4) hard copies and two (2) electronic copies.
- 3.2.4.6. **Part 6: Draft Programme Support Plan,** as described in 3.6.9, in four (4) hard copies and two (2) electronic copies.
- 3.2.5. Bidding instructions describing the expected contents of each of the six (6) parts constituting the Technical Proposal Package are in paragraph 3.6 of this document. Advice to Bidders on how the Purchaser plans to conduct the technical evaluation of Parts 1 through 5 is contained in paragraph 4.5 of this document

### 3.3. Package Marking

- 3.3.1. The separate parts of the bid shall be placed in outer containers for delivery. All outer containers into which bidding documents are placed shall be opaque or wrapped in opaque paper, sealed and identified with the following markings:

**SEALED BID IFB-CO-14171-PMIC  
BOX X of Y (1 of 3, 2 of 3, etc.)  
NOTIFY Ms. Ijeoma Ezeonwuka (x8104) UPON RECEIPT**

- 3.3.2. Each of the bid parts placed in the outer container(s) shall be separately wrapped (multiple copies of the same document may be wrapped together), and marked as follows:

- 3.3.2.1. Name and address of the Bidder.
- 3.3.2.2. The words “SEALED BID” followed by the reference “IFB-CO-14171-PMIC”; and
- 3.3.2.3. The appropriate package marking (i.e. Volume 1: Bid Administration Package (Copy#); Volume 2: Price Quotation (Copy#); and Volume 3: Technical Proposal Package (Copy#)).

### 3.4. Volume 1: Bid Administration Package

- 3.4.1. The Bid Administration Package must include the original of the Bid Guarantee required by paragraph 2.12 of the Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the bid validity date due to extensions in the bid closing date.
- 3.4.2. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The Certificates are as follows:
- 3.4.2.1. Annex B (Certificate of Legal Name of Bidder)
- 3.4.2.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)
- 3.4.2.3. Annex B-3 (Certificate of Independent Determination)
- 3.4.2.4. Annex B-4 (Certificate of Bid Validity)
- 3.4.2.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties, and Charges)

- 3.4.2.6. Annex B-6 (Comprehension and Acceptance of Contract Special and Contract General Provisions)
  - 3.4.2.7. Annex B-7 (Disclosure of requirements for NCI Agency Execution of Supplemental Agreements) as applicable.
  - 3.4.2.8. Annex B-8 (List of Prospective Subcontractors)
  - 3.4.2.9. Annex B-9 (Bidder Background IPR)
  - 3.4.2.10. Annex B-11 (List of Third Party IPR).
  - 3.4.2.11. Annex B-10 (List of Subcontractor IPR)
  - 3.4.2.12. Annex B-12 (Certificate of Origin of Equipment, Services, and Intellectual Property)
  - 3.4.2.13. Annex B-13 (List of Proposed Key Personnel)
  - 3.4.2.14. Annex B-14 (Certificate of Price Ceiling)
  - 3.4.2.15. Annex B-15 (Comprehension and Intention to Comply with Exclusion Clause and Conflict of Interest)
  - 3.4.2.16. Annex B-16 (Certification as a Non-holder of Contract(s) or sub-Contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes)
  - 3.4.2.17. Annex C Bid Guarantee-Standby Letter of Credit
- 3.4.3. **No information disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription may result in the bid being declared non-compliant.**

### 3.5. Volume 2: Price Quotation

#### 3.5.1. Package Contents

- 3.5.1.1. This envelope must contain the following documentation and media in the quantities provided in paragraph 3.2.3:
- 3.5.1.2. Annex A-1 “Bidding Sheets”
- 3.5.1.3. 2\_IFB-CO-14171-PMIC Book I Annex A Bidding Sheets.xlsx issued as part of this IFB

### 3.5.2. General Rules

- 3.5.2.1. Bidders are informed that the Total Price Quotation for the Basic Scope of the intended Contract (i.e. Ramp-Up Stage of 6 Months plus the 1<sup>st</sup> Execution Stage of 12 Months for a total of 18 months) shall not exceed the amount of **Eight Million Four Hundred and Fifty Six Thousand Three Hundred and Eleven Euros (€8,456,311)**. Bids submitted in excess of this figure will be determined to be non-compliant and eliminated from further consideration.

### 3.5.3. Pricing Prescriptions

- 3.5.3.1. Annex A-2 (Instructions for Bidding Sheets Preparation) to the present Book I illustrates the price bid requirements associated with the completion of the Bidding Sheets. All prescriptions illustrated therein are to be regarded as mandatory. Failure to abide to these prescriptions may lead to the bid being declared non-compliant.
- 3.5.3.2. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referenced in paragraph 3.5.1.3, in accordance with the instructions specified in Book I Annex A-2. Such documentation constitutes an integral part of this IFB and prescriptions contained therein shall be referred to for the purpose of the evaluation set forth in paragraph 4.6.
- 3.5.3.3. The structure of the Bidding Sheets shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW.
- 3.5.3.4. When completing the Bidding Sheets the Bidder shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
- 3.5.3.5. Bidders shall **furnish Firm Fixed Prices** for: the Ramp-up stage of 6 months plus the 1st execution stage of 12 months as well as options for a 2nd and 3rd optional execution stages of 12 months each in accordance

with the format set forth in the instructions for preparation of the Bidding Sheets. These options may be exercised by the Purchaser, at the sole discretion of the Purchaser in accordance with Clause 10 of the Contract Special Provisions (Book II Part II). The Purchaser's decision to exercise any Options will take into consideration the Contractor's successful performance on the basic Contract, as well as the availability of the required funding.

- 3.5.3.6. The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.
- 3.5.3.7. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.
- 3.5.3.8. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. In the case of inconsistencies between the electronic version of the Bidding Sheets and the paper "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.
- 3.5.3.9. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.3.9.1. the currency is of a "participating country" in the project, **and**
- 3.5.3.9.2. the Bidder can demonstrate, either through sub-Contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.3.10. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.

- 3.5.3.11. Bidders shall therefore **exclude** from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.3.12. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-2, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.5.3.13. All prices bid shall be clearly traceable in the detailed Bidding Sheets.
- 3.5.3.14. Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the Bidding Sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant.
- 3.5.3.15. The Bidder’s attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

### **3.6. Volume 3: Technical Proposal Package**

- 3.6.1. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met.
- 3.6.2. The following documents shall be part of the Technical Proposal Package:
  - 3.6.2.1. **Table of Contents:** which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Engineering Proposal.
  - 3.6.2.2. **Executive summary:** Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary. This summary shall not exceed 2 pages.
  - 3.6.2.3. **Bidder Qualifications**
  - 3.6.2.4. **Draft Project Management Plan**
  - 3.6.2.5. **Draft Ramp-Up Stage Plan**

- 3.6.2.6. **Draft First Stage Execution Plan**
- 3.6.2.7. **Draft Programme Risk Management Plan**
- 3.6.2.8. **Draft Programme Support Plan**
- 3.6.3. “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.6.4. **Bidder Qualifications**
  - 3.6.4.1. **General.** Where the Bidder refers to experience in providing support to a customer, the Bidder shall identify the customer and provide the name, address, telephone number, and electronic mail address of a contact in that organization who can confirm the statements made in the bid. Examples mentioned without accompanying contact information will be ignored.
  - 3.6.4.2. The Bidder shall describe the corporate structure of the Prime Contractor and the administration of the prospective Project within the overall corporate structure. This section should indicate the chain of authority within the Prime Contractor’s organisation from the Project Manager to the Chief Executive Officer. The Bidder shall also describe the role, contributions, and corporate capabilities of its proposed sub-Contractors.
  - 3.6.4.3. The Bidder shall describe its experience and capabilities in managing and providing support to information systems programmes, and explain how these apply to the services required in this Contract. The Bidder shall identify its experience and qualifications in applying a recognized standard for programme management, preferably Managing Successful Programmes (MSP) or equivalent, and describe how and to what extent it supported programme governance, planning, and benefits managements. The Bidder shall provide a set of lessons learned from this experience and explain how these lessons might be applied to improve the implementation of the Bi-SC AIS and NGCS programme.
  - 3.6.4.4. The Bidder shall describe its experience and capabilities in managing information systems projects and application and infrastructure services, and explain how these apply to the services required in this Contract. The Bidder shall identify its experience in applying a recognized standard for project management and describe how it supported the planning, execution, and monitoring and control of projects. The Bidder shall identify the approximate number of its staff holding current professional project, preferably PRINCE 2, and programme management certifications, preferably MSP, and indicate what portion of these are proposed to support this Contract.

- 3.6.4.5. The Bidder shall describe its experience in carrying out overall C4ISR systems and services engineering and integration responsibilities for a major programme, and explain how these apply to the services required in this Contract. The Bidder shall describe its experience and qualifications in planning and implementing system of systems architectures for C4ISR capabilities. The Bidder shall describe its corporate engineering standards and processes, if these exist, and explain if and how these could be applied to support this Contract. The Bidder shall provide a set of lessons learned from this experience and explain how these lessons might be applied to improve the implementation of the Bi-SC AIS and NGCS programme.
- 3.6.4.6. The Bidder shall describe its experience and capabilities in developing and managing C4ISR systems and services, specifically experience in (NATO and/or national) military domain and engineering tasks, such as:
- 3.6.4.6.1. C4ISR systems architecture and services descriptions, and its maintenance and use during life cycle,
  - 3.6.4.6.2. C4ISR software architecture based on modern IT technologies,
  - 3.6.4.6.3. C4ISR interoperability and integration architecture based on NATO, national and commercial standards,
  - 3.6.4.6.4. C4ISR architecture assessment and evaluation reports,
  - 3.6.4.6.5. System level requirements management including non-functional requirements,
  - 3.6.4.6.6. Engineering documentations related with services, system and software development activities which are used as guidance/instructions by more than one implementation project,
  - 3.6.4.6.7. Operational user involvement activity reports which detail how stakeholder requirements were collected and how corresponding business models were developed, and how user acceptance criteria are captured,
  - 3.6.4.6.8. Transition to Software development factory management using modern tools and environments, e.g., DevOps or Continuous Integration,
  - 3.6.4.6.9. System release management using modern tools and environments, e.g., DevOps, or Continuous Integration
  - 3.6.4.6.10. Guidance documents to develop Proof of Concept (P.o.C.) software for analyzing technical issues and proposing a way ahead,

- 3.6.4.6.11. Process documentation and/or instructions for developing, assessing and maintaining modern user interfaces compliant with User Experience (UX) and user-centric design principles,
- 3.6.4.6.12. Documentation and reports related with usability and operational acceptance (usability testing, user acceptance test),
- 3.6.4.6.13. Documentation and reports for assessment of system and software quality (static code testing for quality and security vulnerabilities),
- 3.6.4.6.14. Use of TOGAF or U.S. Department of Defence Architecture Framework (DODAF) or the Zachman framework,
- 3.6.4.6.15. Implementing service oriented architecture (SOA) and its management and such SOA elements as a services catalogue,
- 3.6.4.6.16. Process documentation and/or instructions for administration and maintenance of Commercial-Off-The-Shelf (COTS) software and hardware for programme management, system and software engineering, and integration and testing.
- 3.6.4.7. The Bidder shall describe the relationship between the military domain & engineering activities with programme governance, planning, quality assurance, and configuration and change management processes.
- 3.6.4.8. The Bidder shall describe its experience and capabilities in test management and designing, implementing, and managing C4ISR systems validation testbed. It shall provide a high-level architectural view of at least one integration testbed and describe the role it played in organizing and performing local and distributed tests. It shall provide a sample test plan and an execution report which describe validation efforts required for standard-based software services and non-functional system requirements.
- 3.6.4.9. The Bidder shall describe its experience and capabilities in providing programme assurance support to information systems projects and programmes. The Bidder shall describe how it would apply these to the programme assurance services required in this Contract.
- 3.6.4.10. The Bidder shall describe its experience and capabilities in applying a recognized capability maturity model, such as the CMMI Institute's Capability Maturity Model Integration (CMMI) for Development. The Bidder shall identify the approximate number of its staff holding current CMM assessor certifications and indicate how many of these staff it proposes to include in its service delivery team. The Bidder shall identify at least one of its staff skilled to apply a method (such as, SEP's Architecture Tradeoff Analysis Method, ATAM) for evaluating C4ISR software architectures relative to quality attribute goals.

- 3.6.4.11. The Bidder shall describe its experience and capabilities in applying NATO C4ISR knowledge and experience to work with operational user community to understand user needs and to model operational artefacts (architectures, user stories, work flows, etc.).
  - 3.6.4.12. The Bidder shall describe its experience and capabilities in applying a structured User Experience (UX) process to C4ISR systems.
  - 3.6.4.13. The Bidder shall identify its corporate capabilities to supplement the services of its proposed on-site staff and explain how these would be applied to support this Contract.
  - 3.6.4.14. The Bidder shall identify and provide resumes or Curricula Vitae (CV) for staff it proposes for on-site support, including the following Key Personnel as well as staff assuming work package or task leader role:
    - 3.6.4.14.1. Project Manager (PM)
    - 3.6.4.14.2. Deputy PM
  - 3.6.4.15. Each CV shall identify the individual's relevant academic education, professional or technical training, job experience, corresponding programme services (Book II – Part IV SOW – Section 4) and labour category (Book II – Part IV SOW – Section 7) for this Contract. The Bidder shall provide a copy of any professional or technical certifications mentioned in this set of CVs.
- 3.6.5. **Draft Project Management Plan**
- 3.6.5.1. The Bidder shall provide a draft Project Management Plan (PMP) as outlined in the SOW, including all aspects of the project implementation, including the Contractor's project management structure and project control processes, personnel assignments, and external relationships necessary to provide the capability as required by this Contract. The initial Project Management Plan shall be a top-level document outlining the management approach and the monitoring and control mechanisms by which the Bidder proposes to manage the project across all Contract stages and provide the required services for programme management and technical support.
  - 3.6.5.2. The Bidder shall describe the corporate resources which are available to support the Project which are resident in the organisation of the Prime Contractor but not directly under the authority of the Project Manager. The Bidder shall describe the process by which the Project Manager may have access to these "in-house" corporate resources, the level of authority required in the Corporation hierarchy to secure the needed resources, and how their engagement will be managed.

- 3.6.5.3. The Project Management Plan shall identify any COTS or custom-developed information tools it proposes to use in delivering services and describe its expertise in applying them to similar situations. Where use of an existing Purchaser tool is proposed by the Bidder or directed by the SOW, the Bidder shall describe its expertise in using and managing the tool. The plan shall identify the service area(s) supported by each tool.
- 3.6.5.4. The Bidder shall provide an annex of the initial PMP which includes a proposed Project Work Breakdown Structure (PWBS) as outlined in the SOW, including a definition of the major work packages and the relationship between the work packages and the end product, being the services for programme management and programme technical services. The provided PWBS shall decompose the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.
- 3.6.5.5. As an annex to the draft Project Management Plan, the Bidder shall provide unpriced Basis of Estimate (BOE) sheets for all proposed CLINs. The BOE sheet shall be based on the Bidder's Bidding Sheets, but shall not include unit labour rate prices. The purpose of the BOE sheets is to enable the Purchaser to accurately assess—outside the price evaluation process—the level of effort and labour mix proposed for each CLIN. The BOE sheets shall identify the Project Work Breakdown Structure elements corresponding to the CLINs and enable the Purchaser to clearly identify and assess the work element and level of effort proposed.
- 3.6.5.6. The Bidder shall provide an annex of the PMP which includes an initial Project Master Schedule (PMS) as outlined in the SOW.
- 3.6.6. **Draft Ramp-Up Stage Plan**
- 3.6.6.1. The Bidder shall provide a draft Stage Plan, as described by the SOW, for the Ramp-up stage that describes how it proposes to establish the capabilities, deliver the services, and meet the performance goals as required by the SOW.
- 3.6.6.2. In the Ramp-Up Stage Plan, the Bidder shall:
- 3.6.6.2.1. Explain how it proposes to assess, maintain and establish the process asset library, including an explanation of how the library will be implemented using the Purchaser-furnished information tools and of how the library will be organized to aid navigation and discovery by a variety of users (programme management staff; project team members; other Purchaser staff).

- 3.6.6.2.2. Provide an example of a Programme Brief, as described in the SOW, based on the information included in this IFB and the Bidder's own understanding of the Bi-SC AIS and NGCS programme.
- 3.6.6.2.3. Provide an example of a Dependency Structure Matrix (DSM), based on a notional set of 20 information systems projects, and explain how the Bidder proposes to use this tool to manage project interdependencies. In addition to the projects, the DSM shall include examples of overarching aspects, such as operating systems and office automation suites, which will also present dependency management issues.
- 3.6.6.2.4. Provide an example of a Project Model as described in the SOW and explain how the Bidder proposes to apply this to the governance of Bi-SC AIS and NGCS projects.
- 3.6.6.2.5. Provide a draft of each template, form, or document required or one copy of a comparable item produced for another customer or project.
- 3.6.6.2.6. For at least 3 of the processes required to be established and documented, provide an example of how it would propose to define and document the process.
- 3.6.6.2.7. Describe its approach to integrated change management across all the required service areas and the forms, documents, or tools it would employ to establish and maintain this service.
- 3.6.6.2.8. Provide a model of its proposed issue management and change control processes.
- 3.6.6.2.9. Provide a sample of a Programme Issue Log.
- 3.6.6.2.10. Describe, in a draft Programme Communications Plan, its approach to communications management, including the management of programme portals, support for programme and project reporting, and meeting support.
- 3.6.6.2.11. Describe its proposed design of the NCIA NR Intranet programme portal, addressing all the capabilities required by the SOW.
- 3.6.6.2.12. Describe its approach to programme schedule management and schedule control between projects and the programme.
- 3.6.6.2.13. Provide, in Microsoft Project 2010 format or Focal Point view, a notional programme master schedule, including milestones for 20 notional projects with interdependencies traceable to the draft DSM and 5 external events.

- 3.6.6.2.14. Describe its approach to cost management and cost reporting.
- 3.6.6.2.15. Describe its approach to configuration management (CM), including CM information management, baseline maintenance, configuration control and integration approach of the in place Agency processes.
- 3.6.6.2.16. Describe its approach to quality management, including quality standards, quality reviews, and quality control of Purchaser and Contractor deliverables and integration approach of the in place Agency processes.
- 3.6.6.2.17. Provide an example of a notional programme quality log.
- 3.6.6.2.18. Describe its security management approach, including programme support and support across project stages.
- 3.6.6.2.19. Explain its C4ISR systems integration approach, including the need for engineering standards, support for the migration of the Bi-SC AIS and NGCS to a service oriented architecture, technical coordination with other programmes, technology road mapping, and change management.
- 3.6.6.2.20. Describe its proposed design for the programme engineering repository and identify the requirements for Purchaser-furnished hardware, software, and connectivity to support its implementation.
- 3.6.6.2.21. Explain its approach to C4ISR technical services (Systems Engineering, Integration Management, Software Engineering and Design, Operational User Experience, Requirements Management, Programme Assurance, Transition Management and Information Security Management) how it proposes to relate C4ISR technical services to programme management services.
- 3.6.6.2.22. Identify the tools it proposes to employ in C4ISR technical services and explain how these will support the requirements of the SOW.
- 3.6.6.2.23. Describe how the Bidder proposes to capture legacy Purchaser C4ISR data into the programme engineering repository.
- 3.6.6.2.24. Describe how the Bidder proposes to do following activities for C4ISR projects under the Bi-SC AIS and NGCS Programme:
  - 3.6.6.2.24.1 Capturing and maintenance of systems, software, interoperability and integration architectures, including reusable component architecture,
  - 3.6.6.2.24.2 Assessing, evaluating and documenting C4ISR systems and software architectures,

- 3.6.6.2.24.3 System release management using modern tools and environments,
- 3.6.6.2.24.4 Management of common set of requirements for quality attributes, standard services and reusable components,
- 3.6.6.2.24.5 Operational user involvement to collect stakeholder requirements and to develop business models,
- 3.6.6.2.24.6 Transition to management of software development factory using modern tools and environments, e.g., DevOps or Continuous Integration,
- 3.6.6.2.24.7 Development of Proof of Concept (P.o.C.) software for analysing issues and proposing a way ahead for resolution of the issue,
- 3.6.6.2.24.8 Establishment of User Experience (UX) and user-centric design process,
- 3.6.6.2.24.9 Developing UX related documentation (e.g., Human Machine Interface (HMI) style guides) and reusable software (e.g., a software library for user interface elements).
- 3.6.6.2.25. Describe how the Bidder proposes to integrate the programme engineering work with programme management activities by means of roadmaps and other tools.
- 3.6.6.2.26. Explain its approach to requirements management, including how programme and project requirements baselines will be developed and managed.
- 3.6.6.2.27. Explain its approach to test management support to the programme and its projects taking into consideration of the in place NCI Agency Directives.
- 3.6.6.2.28. Explain how it proposes to assess programme testing requirements, develop a Programme Test Plan, and use this as a baseline from which it will develop the design of the integration testbed.
- 3.6.6.2.29. Explain its approach to programme assurance services, including programme support and support to individual projects.
- 3.6.6.2.30. Explain its approach to transition management, including the use of common service provisioning models, standards, and processes

**3.6.7. Draft First Execution Stage Plan**

- 3.6.7.1. The Bidder shall provide a draft Stage Plan, as described by the SOW, for the first Execution stage that describes how it proposes to establish the capabilities, deliver the services, and meet the performance goals as required by the SOW.
- 3.6.7.2. In the draft First Execution Stage Plan, the Bidder shall:
  - 3.6.7.2.1. Explain its approach to achieve the maturity level goals identified in Annex A to the SOW.
  - 3.6.7.2.2. Describe its proposed approach to introducing benefits management into the programme and project governance framework.
  - 3.6.7.2.3. Provide a notional example of a strategic objectives chain as described in the SOW.
  - 3.6.7.2.4. Explain how it proposes to introduce Earned Value Analysis and Management into the programme.
  - 3.6.7.2.5. Describe how it proposes to conduct configuration status audits.
  - 3.6.7.2.6. Describe how it proposes to achieve Level 1 (“Performed”) for the Base Practice Areas defined in ISO/IEC 21827.
  - 3.6.7.2.7. Describe its approach to creating, using, and managing service mock-ups.
  - 3.6.7.2.8. Describe its approach to the detailed design, installation, test, activation, and initial operation and maintenance of the integration testbed.

**3.6.8. Draft Programme Risk Management Plan**

- 3.6.8.1. The Bidder shall provide a draft Programme Risk Management Strategy as described in the SOW, explaining its proposed approach to risk management for the Bi-SC AIS and NGCS programme. The draft plan shall include an example of a Programme Risk Log, populated with an initial set of risks derived from the Bidder’s independent assessment of programme risks.

**3.6.9. Draft Programme Support Plan**

- 3.6.9.1. The Bidder shall provide a draft Programme Support Plan as described in the SOW, explaining its proposed approach to maintain and support the programme management, engineering and integration tools, processes and testbed of the Bi-SC AIS and NGCS programme. The draft plan shall include the support services necessary, over the Ramp-Up and three

execution stages, for maintenance and user support. It will include incidents, problems and change management; key performance indicators; and roles, including the identification of any necessary Service Level Agreements and Operational Level Agreements.

### 3.7. Bidder's Check-List

- 3.7.1. The tables below provide an overview of all items to be delivered by the Bidder as part of this bid. Bidders are invited to use these tables to verify the completeness of their proposal.

#### **Volume 1: Bid Administration Package**

	<b>Item</b>	<b>Format</b>
1	Annex B1: Certificate of Legal Name of Bidder	1 hard copy original each 1 soft copy each
2	Annex B-2: Acknowledgment of Receipt of IFB Amendments	
3	Annex B-3: Certificate of Independent Determination	
4	Annex B-4: Certificate of Bid Validity	
5	Annex B-5: Certificate of Exclusion of Taxes, Duties, and Charges	
6	Annex B-6: Comprehension and Acceptance of Contract Special and General Provisions	
7	Annex B-7: Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements	
9	Annex B-8: List of Prospective Sub-Contractors	
10	Annex B-9: Bidder Background IPR	
11	Annex B-10: List of Sub-Contractor IPR	
12	Annex B-11: List of Third Party IPR	
13	Annex B-12: Certificate of Origin of Equipment, Services, and Intellectual Property	
14	Annex B-13: List of Proposed Key Personnel	
15	Annex B-14: Certificate of Price Ceiling	
16	Annex B-15: Comprehension and Intention to Comply with Exclusion Clause and Conflict of Interest	
17	Annex B-16: Certification as a Non-holder of Contract(s) or sub-Contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes	
18	Annex C: Bid Guarantee-Standby Letter of Credit	

#### **Volume 2: Price Quotation**

	<b>Item</b>	<b>Format</b>
1	Annex A-1: Bidding Sheets	2 hard copies each
2	Complete Set of Sheets contained in 2_IFB-CO-14171-PMIC Book I Annex A Bidding Sheets.xlsx	2 soft copies each

**Volume 3: Technical Proposal Package**

	<b>Item</b>	<b>Format</b>
1	Executive Summary (2 page limit)	
2	Table of Contents	4 hard copies each 2 soft copies each
3	Bidder Qualifications	
4	Draft Project Management Plan	
5	Draft Ramp-Up Stage Plan	
6	Draft First Stage Execution Plan	
7	Draft Programme Risk Management Plan	
8	Draft Programme Support Plan	

**END OF SECTION 3**

## SECTION 4      **BID EVALUATION AND CONTRACT AWARD**

### 4.1.    **General**

- 4.1.1.      The evaluation of bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2.      All bids will be evaluated solely using the formulae, evaluation criteria and factors contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3.      The evaluation of bids and the determination as to the Best Value (BV) Score will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the bid.
- 4.1.4.      The Bidder shall furnish with its bid all information requested by the Purchaser in Section 3: Bid Preparation Instructions of this Book I. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as its approach and methodologies.
- 4.1.5.      During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.6.      The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed subcontractors.
- 4.1.7.      The evaluation will be conducted in accordance with the Best Value Procedures set forth in AC/4-D (2008)0002-Rev 1 dated 27 April 2009 and AC/4-D (2008)0002-Rev 2 dated 15 July 2015 The bid evaluation

methodology to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the NATO Investment Committee (IC).

#### 4.2. Best Value Award Approach and Bid Evaluation Factors

4.2.1. The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the Best Value to NATO, as evaluated by the Purchaser in accordance with the requirements of this IFB and according to the evaluation method specified in this Section 4.

4.2.2. The Price Score shall be determined according to the following formula:

$$PS = 100 * (1 - (\text{Price of the Bid} / (2 \times \text{Average Price of all Bids})))$$

Where: Bid Price and Average Bid Price will be the investment cost or the Present Value of the system life cycle cost as per the authorization.

4.2.3. Upon approval of the price evaluation report, the technical weighting scheme will be opened and the technical weight will be applied to the raw Technical Score (TS) to produce the weighted technical score.

4.2.4. The weighted Technical Score will be determined according to the following formula:

$$TS = a\% * TS1 + b\% * TS2 + c\% * TS3 \dots$$

4.2.4.1. Where: TS1, TS2, TS3, ... ≤ 100 are the Technical Scores of each of the authorised second-level or published third-level technical sub-criteria; and

4.2.4.2. a% b% c%, ... are the related weighting factors for each of the second-level or third-level technical sub-criteria adding to 100.

4.2.5. The Best Value Final Score (FS) will be the sum of the weighted Technical Score (TS) plus the Price Score (PS) according to the following formula:

$$FS = PS * z\% + TS * (1 - z\%) \leq 100$$

Where: z% = 40%, i.e. the authorized weighting factor for the Price Criterion.

4.2.6. The bid having the highest final score will be selected as the successful bid unless there is a statistical tie.

#### 4.2.7. Evaluation Criteria

4.2.7.1. The top level evaluation criteria are **60% Technical and 40% Price**.

- 4.2.7.2. The cumulative technical score of the bid will be determined by evaluating and scoring the different areas of submission (Engineering, Management, and Supportability) in accordance with paragraph 4.5.
- 4.2.7.3. The Purchaser's priorities in the evaluation of the Technical Proposal are described in the paragraph 4.5.
- 4.2.7.4. The Technical Criteria and their weighting are as follows:
  - 4.2.7.4.1. Engineering: 25%
  - 4.2.7.4.2. Management: 20%
  - 4.2.7.4.3. Supportability: 15%
- 4.2.8. The scores obtained from the Evaluation Criteria shall be aggregated through the formula specified in paragraph 4.2.5 in order to obtain the overall score of each bid.
- 4.2.9. A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the Purchaser staff beyond the originator and the Chairman of the Contracts Award Board, who are not evaluators within the framework of this IFB or in any manner or form are made privy of evaluation information throughout the course of the evaluation process. The weighting scheme remains sealed until Step 4 of the evaluation process, described in paragraph 4.7.

### **4.3. Evaluation Procedure**

- 4.3.1. The evaluation will be done in a 4-step process, as described below:
  - 4.3.1.1. **Step 1: Administrative Compliance**
    - 4.3.1.1.1. Bids received will be reviewed for compliance with the mandatory Administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory requirements may be determined to be non-compliant and not further considered for award.
  - 4.3.1.2. **Step 2: Technical Evaluation**
    - 4.3.1.2.1. All bids having successfully passed Step 1 will have their Technical Package evaluated for responsiveness against predetermined top-level criteria and identified sub-criteria (see paragraph 4.5), and scored accordingly. This evaluation will result in "raw" or unweighted technical scores against the criteria.

- 4.3.1.2.2. The pre-determined weighting factors will be applied to the scores for the top-level factors.
- 4.3.1.2.3. Bidders are advised that any bid whose Technical Proposal receives a composite score of less than 20% of the maximum score possible in any of the sub-criteria listed in paragraph 4.5 may be determined by the Purchaser to be non-compliant and not further considered for award.
- 4.3.1.3. **Step 3: Price Evaluation**
- 4.3.1.3.1. The Price Quotations of all bids remaining after Step 2 will be opened, evaluated and scored in accordance with paragraph 4.6.
- 4.3.1.4. **Step 4: Determination of Best Value Bid**
- 4.3.1.4.1. Upon completion of the Price Evaluation, the Best Value bid will be determined in accordance with paragraph 4.7.

#### **4.4. Evaluation Step 1 - Administrative Compliance**

- 4.4.1. Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:
  - 4.4.1.1. The bid was received by the bid closing date and time.
  - 4.4.1.2. The bid is packaged and marked properly.
  - 4.4.1.3. The Bid Administration Package contains the documentation listed in paragraph 3.4 and complies with the formal requirements established in paragraph 3.1.
  - 4.4.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the SOW.
- 4.4.2. The Bidder certifies through signature of Annex B-14 Certificate of Price Ceiling that the total price offered in the bid for CLINs 1 and 2, or its conversion to EURO utilising for the purpose of price comparison the average of the official buying and selling rate(s) of the European Central Bank at close of business on the last working day preceding the signature of the subject certificate, does not exceed the price ceiling as described in paragraph 3.5.2.1

of this Book I. The Bidder shall not change the price offered in the bid by submitting this subject certificate. The Bidder shall only provide the certificate to confirm it does not exceed this price ceiling. For quotations submitted in other than EURO currency, it is the Bidder's responsibility to confirm that the certificate provided in the Bid remains valid in the following case:

- 4.4.2.1. When the reference rate used by the Purchaser for Price evaluation purposes as described in paragraph 4.6.3.1 has been subject to a fluctuation compared to the exchange rate indicated in the Certificate of Price Ceiling in Annex B-14 and,
- 4.4.2.2. It has an impact on the converted offered price compared to the Price Ceiling.
- 4.4.3. Subject to the stipulation of paragraph 4.4.1.1 through 4.4.1.4, bids failing to conform to the above requirements may be declared non-compliant and may not undergo through further evaluation. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.
- 4.4.4. Notwithstanding paragraph 4.4.3, if it is later discovered in the evaluation of the Technical Proposal or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

#### **4.5. Evaluation Step 2 - Technical Evaluation**

- 4.5.1. The Technical Proposal will be evaluated against the criteria set forth in paragraphs 4.5.2 through 4.5.4. In these paragraphs, those criteria will be expanded to identify sub criteria considered important by the Purchaser during bid evaluation. Sub criteria appear in descending order of importance within the criterion of which they form a part. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published here but are predetermined and included in the Technical Evaluation Weighting Scheme sealed before bid opening.

#### **4.5.2. Technical Factor 1 – Engineering**

##### ***4.5.2.1. Criteria – Engineering (25% of the Technical Proposal)***

- 4.5.2.1.1. The evaluation in the Engineering area will be based on the assessment of the following factor:
  - 4.5.2.1.1.1. **Programme Technical and Integration Support Approach.** This factor assesses the engineering aspects of the Draft Project Management Plan and the Draft Ramp-Up and First Execution Stage

Plans. For the bid to receive a high score for this factor, the Bidder shall:

- 4.5.2.1.1.1.1. Propose a systems technical and integration approach that is publicly available system engineering practices and standards, such as ISO/IEC 15288.
- 4.5.2.1.1.1.2. Roadmap, concepts used and their experience, challenges faced and how they were overcome.
- 4.5.2.1.1.1.3. Provide a proposed design for the programme engineering repository that would support the expected uses of the repository by both internal and external programme stakeholders.
- 4.5.2.1.1.1.4. Provide, in its draft first Execution Stage plan, an effective approach to creating, using, and managing service mock-ups.
- 4.5.2.1.1.1.5. Describe an approach that reflects a mature level of architecture management capability.
- 4.5.2.1.1.1.6. Integrate architecture development and management with programme governance, systems integration, and requirements management in such a way that there is a low risk of architecture becoming an isolated, “ivory tower” specialty and a high probability of it becoming a significant programme enabler.
- 4.5.2.1.1.1.7. Cite examples of practical experience in using architecture management to support the implementation of service oriented architecture, including reuse of services, including the ‘as is’ start state, the ‘to be’ end-state, as it was modelled at the outset of the programme, the strategic plan for transitioning from the as-is to the ‘to-be’ and a description of how the transition actually took place – how changes were accommodated and how the vision was eventually achieved to the client’s satisfaction.
- 4.5.2.1.1.1.8. Reflect a mature level of requirements management capability and addresses the use of the DOORS requirements management tool.
- 4.5.2.1.1.1.9. Provide a practical approach to coordinating programme and project requirements management.
- 4.5.2.1.1.1.10. Cite examples of its experience in eliciting, analysing, and managing business process and technical requirements and demonstrates a clear view of the need to integrate requirements management with enterprise architecture and systems integration processes.
- 4.5.2.1.1.1.11. Provide a comprehensive explanation of its proposed test management approach that covers all aspects required by the SOW.

- 4.5.2.1.1.1.12. Propose an effective approach to planning and designing and maintaining the integration testbed based on identified programme testing requirements.
- 4.5.2.1.1.1.13. Provide, in its draft first Execution Stage plan, a sound plan for the detailed design, operation and maintenance of the integration testbed.
- 4.5.2.1.1.1.14. Propose an approach to managing and delivering programme assurance services that demonstrates substantial experience in these functions and the capability to provide support across all types of programme assurance activities from within its organizational resources.
- 4.5.2.1.1.1.15. Demonstrate substantial experience in the transition of new C4ISR services into operations.
- 4.5.2.1.1.1.16. Provide evidence of its corporate expertise in the theory and practical application of Information Technology Infrastructure Library (ITIL) or a similar service management framework.
- 4.5.2.1.1.1.17. Offer a sound approach to coordinating programme configuration management and release planning processes.

### **4.5.3. Technical Factor 2 - Management**

#### ***4.5.3.1. Criteria – Management (20% of the Technical Proposal)***

- 4.5.3.1.1. The evaluation in the Management area will be based on the assessment of the following factors which appear in descending order of importance:
  - 4.5.3.1.1.1. Programme Management Support Approach
  - 4.5.3.1.1.2. Draft Project Management Plan
  - 4.5.3.1.1.3. Bidder Qualifications
- 4.5.3.1.2. **Programme Management Support Approach.**
  - 4.5.3.1.2.1. This factor assesses the management aspects of the Draft Project Management Plan and the draft Ramp-Up and First Execution stage plans. For the bid to receive a high score for this factor, the Bidder shall:
    - 4.5.3.1.2.1.1. Address all the Stage Plan elements required by the SOW.
    - 4.5.3.1.2.1.2. Demonstrate, through its proposed approach, level of effort, and qualifications of its staff, a mature level of programme management capabilities and a thorough and realistic comprehension of the Contract's requirements.

- 4.5.3.1.2.1.3. Use process modelling standard such as Business Process Modelling Notation (BPMN) or Unified Modelling Language (UML) in its models of proposed processes.
- 4.5.3.1.2.1.4. Address all required elements of Programme Governance establishment for the Ramp-Up stage.
- 4.5.3.1.2.1.5. Provide an effective approach to establishment and maintenance of the process asset library.
- 4.5.3.1.2.1.6. Provide a sample Programme Brief that complies with the requirements of the SOW and reflects Contractor's understanding of the nature and scope of the Bi-SC AIS and NGCS programme.
- 4.5.3.1.2.1.7. Provide a sample Dependency Structure Matrix (DSM) that clearly demonstrates of the multiple aspects of project interdependencies and could provide significant added value to programme governance.
- 4.5.3.1.2.1.8. Provides an example of a Project Model that complies with the requirements of the SOW and is clearly applicable to the overall programme and project governance framework.
- 4.5.3.1.2.1.9. Provides, as part of its draft first Execution Stage plan, a complete approach to achieve the maturity level goals identified in Annex A to the SOW.
- 4.5.3.1.2.1.10. Proposes approach to introducing benefits management into the programme and project governance framework in its draft first Execution Stage plan.
- 4.5.3.1.2.1.11. Provides, in its draft first Execution Stage plan, a notional example of a strategic objectives chain that complies with the requirements of the SOW and can be incorporated as a useful tool in tracing project outputs to strategic goals and in communicating with stakeholders.
- 4.5.3.1.2.1.12. Propose a change management approach that is integrated and comprehensive, addressing all foreseeable types of change.
- 4.5.3.1.2.1.13. Provide samples of forms, documents, or tools it has developed or used on comparable efforts, and by these examples demonstrate a professional level of practice.
- 4.5.3.1.2.1.14. Propose a communications management approach that addresses all the requirements of the SOW and reflects a clear vision and strong practical familiarity with the role of effective information and knowledge management as an organizational enabler.

- 4.5.3.1.2.1.15. Provide a design for the NCI Agency NATO RESTRICTED Intranet programme portal that is complete, flexible, and easily navigable.
- 4.5.3.1.2.1.16. Provide a coherent approach to schedule management and schedule control.
- 4.5.3.1.2.1.17. Provide a notional programme master schedule that includes the required elements and reflects a high level of practice in the use of Microsoft Project 2010.
- 4.5.3.1.2.1.18. Provide a notional programme monitoring and control strategy.
- 4.5.3.1.2.1.19. Provide a proposed approach to cost management and reporting.
- 4.5.3.1.2.1.20. Propose a plan for introducing Earned Value Analysis and Management in its draft first Execution Stage plan.
- 4.5.3.1.2.1.21. Describe an approach to configuration management that enables effective programme and project control without manpower- or time-intensive processes.
- 4.5.3.1.2.1.22. Propose an approach to conducting configuration status audits in its draft first Execution Stage plan.
- 4.5.3.1.2.1.23. Demonstrate a high level of professional competence in quality management and propose a realistic approach to incorporating these practices into Bi-SC AIS and NGCS programme and project management.
- 4.5.3.1.2.1.24. Provide a notional programme quality log that could easily be implemented and maintained and delivers a clear valued added to programme management.
- 4.5.3.1.2.1.25. Provide an approach to security management that reflects familiarity with basic NATO security guidance and substantial expertise in information assurance and security engineering.
- 4.5.3.1.2.1.26. Propose an approach to achieving the ISO/IEC 21827 Level 1 of capability in its draft first Execution Stage plan.
- 4.5.3.1.2.1.27. Demonstrate expertise in planning, implementing, and sustaining a continuous capability improvement programme.
- 4.5.3.1.2.1.28. Propose an approach that is publicly available best practices, particularly CMMI, yet demonstrates understanding of the practical challenges involved in moving an organization from its current maturity to a higher level.

- 4.5.3.1.2.1.29. Propose metrics to assess the progress of capability improvement and provides a convincing explanation of how it proposes to link this service area into Contract performance management.

**4.5.3.1.3. Draft Project Management Plan**

- 4.5.3.1.3.1. This factor assesses the quality and suitability of the Bidder's Draft Project Management Plan. To receive a high score for this factor, the Bidder shall:
- 4.5.3.1.3.1.1. Address all the Project Management Plan elements required by the SOW.
  - 4.5.3.1.3.1.2. Reflects a mastery of the basic components of project planning and a high level of professional practice.
  - 4.5.3.1.3.1.3. Demonstrate an effective approach to obtaining, tasking, orienting, and controlling support from staff not working on-site on a full-time basis.
  - 4.5.3.1.3.1.4. Provide a coherent approach to performance management reflecting a solid comprehension of the approach and experience with similar frameworks on other Contracts.
  - 4.5.3.1.3.1.5. Identify the information tools it proposes to use in delivering services and demonstrates a mastery of their use and a clear vision for how they can help achieve the performance goals.
  - 4.5.3.1.3.1.6. Propose to take maximum advantage of Purchaser-furnished information tools and describe a low-risk approach to adapt or integrate any new tools it proposes to introduce and if required, a strategy for the migration of programme data.
  - 4.5.3.1.3.1.7. Provide a proposed PWBS that complies with the requirements of the SOW and provides clear traceability to the stage plans and BOE sheets.
  - 4.5.3.1.3.1.8. Provide a set of BOE sheets as required.
  - 4.5.3.1.3.1.9. Propose a realistic level of effort, mix of skills, and balance of on-site and off-site resources to achieve the performance goals of the Contract.
  - 4.5.3.1.3.1.10. Provide a PMS that complies with the requirements of the SOW.
  - 4.5.3.1.3.1.11. Demonstrate a practical approach to the sequencing and duration of the proposed efforts.

**4.5.3.1.4. Bidder Qualifications**

- 4.5.3.1.4.1. This factor assesses the expertise, capabilities, and relevant experience of the Bidder and its proposed subcontractors. To receive a high score for this factor, the Bidder shall:
- 4.5.3.1.4.1.1. Identify an organization with sufficient expertise, resources, and relevant experience to satisfy the requirements of this Contract.
  - 4.5.3.1.4.1.2. Propose a prime/subcontractor arrangement that addresses all required services without adding risks due to the number of partners or complexity of Contractual relationships.
  - 4.5.3.1.4.1.3. Demonstrate substantial expertise, experience, and capabilities in the management and support of C4ISR systems programmes.
  - 4.5.3.1.4.1.4. Provide a convincing explanation of the applicability of these assets to the needs of this Contract.
  - 4.5.3.1.4.1.5. Identify a high level of qualification and experience, within the team, in one or more recognized programme management standards and demonstrates a strong comprehension of how they would be applied.
  - 4.5.3.1.4.1.6. Provide a set of lessons learned that reflects a strong grasp of the issues involved in programme management and a sound comprehension of their relevance to the Bi-SC AIS and NGCS programmes.
  - 4.5.3.1.4.1.7. Demonstrate substantial expertise, experience, and capabilities in information systems project management.
  - 4.5.3.1.4.1.8. Demonstrate with examples how it has used COTS tools to support programme and project management in successful engagements.
  - 4.5.3.1.4.1.9. Identify a significant level of staff and organizational training and practical experience in the PRINCE2 project management methodology.
  - 4.5.3.1.4.1.10. Demonstrate substantial expertise, experience, and capabilities in systems engineering, particularly for C4ISR services and command and control systems.
  - 4.5.3.1.4.1.11. Identify mature capabilities and extensive practical experience in a full range of C4ISR technical services (systems engineering, integration management, software engineering and design, operational user experience, requirements management) processes and skills.
  - 4.5.3.1.4.1.12. Describes numerous corporate engineering standards and processes, strongly based on identified international standards, relevant to this Contract.

- 4.5.3.1.4.1.13. Provides a set of lessons learned that are highly relevant to the needs of the Bi-SC AIS and NGCS programmes.
- 4.5.3.1.4.1.14. Demonstrate substantial expertise, experience, and capabilities in the development of C4ISR engineering. In particular, provide a clear and convincing explanation of how systems engineering, software engineering and design, operational user experience, requirements and integration related engineering products are used as an enabler to programme governance and management.
- 4.5.3.1.4.1.15. Demonstrate substantial expertise, experience, and capabilities in the test management and the design, implementation, and management of information systems testbeds.
- 4.5.3.1.4.1.16. Describe a C4ISR systems testbed designed, implemented, and/or managed that is equivalent in scope and complexity to the expected Bi-SC AIS and NGCS integration testbed.
- 4.5.3.1.4.1.17. Give at least one example of a case study where the testbed reduced development time, sped integration or otherwise led to schedule or cost savings or performance improvements.
- 4.5.3.1.4.1.18. Demonstrate substantial expertise, experience, and capabilities in providing verification and validation support to C4ISR services and systems projects.
- 4.5.3.1.4.1.19. Identify a high level of organizational and staff qualifications and practical experience in the implementation and management of a recognized capability maturity model.
- 4.5.3.1.4.1.20. Identify sufficient numbers of certified CMM assessors that the Bidder can be expected to carry out an effective capability improvement approach without being vulnerable to staff turnover or competition for resources.
- 4.5.3.1.4.1.21. Identify substantial organizational resources and capabilities that would be readily available to support this Contract.
- 4.5.3.1.4.1.22. The Bidder shall identify and provide resumes or Curricula Vitae (CV) for staff it proposes for on-site support, including the following Key Personnel, who must have MSP or equivalent certification and experience, as well as staff assuming work package or task leader role:
  - 4.5.3.1.4.1.22.1. Project Manager (PM)
  - 4.5.3.1.4.1.22.2. Deputy PM

- 4.5.3.1.4.1.23. Demonstrate that the members of its proposed service delivery team possess strong education, training, experience and qualifications directly relevant to the needs of this Contract.
- 4.5.3.1.4.1.24. Demonstrate that its proposed Project Manager and Deputy PM have mastered the relevant formal and practical skills required to lead the service delivery team and exhibit a positive, flexible, and success-oriented approach to working with the Purchaser.

#### **4.5.4. Technical Factor 3 – Supportability**

##### ***4.5.4.1. Criteria – Supportability (15% of the Technical Proposal)***

4.5.4.1.1. The evaluation in the Supportability area will be based on the assessment of the following factors listed in descending order of importance:

- 4.5.4.1.1.1. Bid Risk Mitigation
- 4.5.4.1.1.2. Draft Programme Risk Management Strategy
- 4.5.4.1.1.3. Draft Programme Support Plan

##### **4.5.4.1.2. Bid Risk Mitigation**

4.5.4.1.2.1. This factor assesses the Bidder's overall ability to mitigate the risks facing this project as reflected in the Bidder Qualifications, Draft Project Management Plan, and Draft Stage Plans in accordance with paragraphs 3.6.4, 3.6.5, 3.6.6, and 3.6.7. For the bid to receive a high score for this factor, the Bidder shall:

- 4.5.4.1.2.1.1. Identify and assess sufficient mitigation measures, including contingencies, for the most significant foreseeable risks.
- 4.5.4.1.2.1.2. Propose an approach likely to require a low level of Contractor intervention or Purchaser monitoring to overcome difficulties.
- 4.5.4.1.2.1.3. Demonstrate that the Bidder has a high probability of successfully completing the solicitation requirements based on the Bidder's performance record on similar Contract efforts and its corporate expertise and resources.
- 4.5.4.1.2.1.4. Demonstrate that the Bidder presents a low risk of achieving the required performance goals within the required timeframes of the Ramp-Up and first Execution stages.

- 4.5.4.1.2.1.5. Indicate that the Bidder presents a low risk of meeting the performance goals of the Ramp-Up and first Execution stages and to maintain a satisfactory level of performance in subsequent stages.
- 4.5.4.1.2.1.6. Propose labour rates, resources, and levels of effort sufficient to achieve the Contract's performance goals without unexpected increases in costs to the Purchaser.
- 4.5.4.1.2.1.7. Reflect a high probability that the Bidder will be able to employ and retain staff with the proposed skills and experience.

#### **4.5.4.1.3. Draft Programme Risk Management Strategy**

- 4.5.4.1.3.1. For the bid to receive a high score for this factor, the draft Programme Risk Management Strategy shall address all required aspects of programme and project risk management support. The Bidder shall demonstrate a mature level of risk management expertise and propose processes based on recognized best practices such as the Project Management Book of Knowledge (PMBOK) or PRINCE2. The draft Programme Risk Log shall demonstrate a sound comprehension of the scope and character of the Bi-SC AIS and NGCS programme and its projects and reflect an expert assessment of the most likely risks that can be anticipated.

#### **4.5.4.1.4. Draft Programme Support Plan**

- 4.5.4.1.4.1. For the bid to receive a high score for this factor, the draft Programme Support Plan shall address all required aspects of the administration, maintenance and support of the tools and integration testbed. The Bidder shall demonstrate expertise with service provision and provide a mature plan, based on best practices, that takes into account the context in which the tools and testbed will be used, the number of users and necessary availability, and the SLAs and OLAs which will be required. The plan should allow for a 20% year on year growth in users and services. It should also describe what will happen in case software or hardware becomes obsolescent or is sold to a different vendor.

### **4.6. Evaluation Step 3 - Price Evaluation**

- 4.6.1. The Bidder's Price Quotation will be first assessed for compliance against the following criteria:
  - 4.6.1.1. The bid price complies with the requirement relevant to the Bid Ceiling Price set forth in paragraph 3.5.2.1.
  - 4.6.1.2. The Price Quotation meets the pricing prescriptions as well as the requirements for preparation and submission of the Price Quotation set forth

in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A-2.

4.6.1.3. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.

4.6.1.4. The Price Quotation meets requirements for price realism and balance as described in paragraph 4.6.5 and does not exceed the defined price ceiling per paragraph 3.5.2.1.

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

#### **4.6.3. Basis of Price Comparison**

4.6.3.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores and compliance with stated price ceilings. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the bid closing date.

4.6.3.2. The evaluated bid price to be inserted into the formula specified at paragraph 4.2.2 will be derived from the Grand Total of the Schedule of Supplies and Services calculated as follows:

4.6.3.2.1. The Sum of the Firm - Fixed Prices offered for CLINs 1 through 4, as detailed below:

<b>CLIN Number</b>	<b>CLIN Name</b>
1.0	Project Management and Integration Services (Ramp-up Stage)
2.0	Project Management and Integration Services (Stage 1)
3.0	Project Management and Integration Services (Stage 2) (Option)
4.0	Project Management and Integration Services (Stage 3) (Option)

#### **4.6.4. Bidding Sheets Accuracy – Order of Precedence**

4.6.4.1. Bidders are responsible for the accuracy of the bid price provided. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the clarification procedure described at paragraph 4.1.5, for the purpose of determining the bid price subject to evaluation as per paragraph 4.6.3.2 (hence computable in the Best Value bid via the application of the formula at paragraph 4.2.2) the following descending order of precedence will be applied:

**4.6.4.1.1. Electronic Submission Bidding Sheets:**

- 4.6.4.1.1.1. Totals and Grand Total for CLINs 1 through 4 as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) page.
- 4.6.4.1.1.2. Calculated Totals and Grand Total for CLINs 1 through 4 deriving from the total indicated on each Work Package Bidding Sheet.

**4.6.4.1.2. Hard Copy Submission Bidding Sheets:**

- 4.6.4.1.2.1. Totals and Grand Total for CLINs 1 through 4 as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) page.
- 4.6.4.1.2.2. Calculated Totals and Grand Total for CLINs 1 through 4 deriving from the total indicated on each Work Package Bidding Sheet.

**4.6.5. Price Balance and Realism**

- 4.6.5.1. In the event that the successful Bidder has submitted a price quotation that is less than two thirds of the average of the remaining compliant bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure Contract award. As such, the Purchaser will request the firm to provide clarification of the bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both Purchaser and their national delegation on the basis of one of the following reasons:
  - 4.6.5.1.1. An error was made in the preparation of the price quotation. The Bidder must document the nature of the error and show background documentation regarding the preparation of the price quotation that convincingly demonstrates that an error was made by the Bidder. In such a case the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition.
  - 4.6.5.1.2. The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce cost to the Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage of and savings achieved by the advantage over the standard marked costs, practices and technology.
  - 4.6.5.1.3. The Bidder understands that the submitted price quotations are unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such a reduction in revenue.
  - 4.6.5.1.4. If a Bidder fails to submit a comprehensive and convincing explanation for one of the based above, the Purchaser shall declare the bid non-compliant and the

Bidder will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition).

- 4.6.5.1.5. If the Purchaser accepts the Bidder's explanation of a mistake and allows the Bidder to accept the Contract at the bid price or if the explanation regarding competitive advantage is convincing, then the Bidder shall agree that the supporting pricing data submitted with this bid will be the basis to determine fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.6. In the case of incrementally funded projects, the cost and pricing methodology used by the winning Bidder on the base Contract will be used as the basis for all follow-on Contracts or amendments to the base Contract where these are proposed for IC agreement without competition.

#### **4.7. Evaluation Step 4 – Calculation of Best Value Scores**

- 4.7.1. Upon conclusion and approval of the Price Evaluation results, the pre-determined third level weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management, and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each bid.
- 4.7.2. The highest scored bid will be recommended as the Successful Bid.
- 4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. The Purchaser will then resolve the statistical tie by awarding the Contract to the bid with the highest weighed technical score.
- 4.7.4. The Purchaser shall provide to each Bidder that requests a debriefing, a written summary of the technical evaluation of their bid, with a view to providing clarity.

#### **END OF SECTION 4**

## **ANNEX A. Bidding Sheets**

See separate Book I Excel Workbook file (“2\_IFB-CO-14171-PMIC Book I Annex A Bidding Sheets.xlsx”)

**Annex A-1. Bidding Sheets**

**IFB-CO-14171-PMIC**

On behalf of the firm stated below I hereby offer the Purchaser (the NCI Agency) with the services and deliverables (collectively referred as “ITEMS”) set forth in the attached schedules, at the specified prices, and subject to the terms and conditions stated in the referenced IFB.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

## **Annex A-2. Instructions for the Preparation of Bidding Sheets**

### **1.0 Introduction**

- 1.1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.
- 1.2. No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns may be added if multiple currencies are bid, including extra provisions for all totals.

### **2.0 Bidding Sheets Structure**

- 2.1. The Bidding Sheets, provided in native MS Excel® format are organized in accordance with the following structure:
  - 2.1.1. Bidding Sheets Cover Page
  - 2.1.2. Instructions
  - 2.1.3. Section 1 – CLIN Summary and CLIN Price Breakdown Sheets
  - 2.1.4. Section 2 – Schedule of Forward Labour Rates
  - 2.1.5. Section 3 – COTS Software and Licenses
- 2.2. A description of each section is provided at paragraph 4.0 of the present Annex along with the relevant assumptions and instruction for correctly compiling a price quotation.

### **3.0 General Pricing Requirements**

- 3.1. Unless explicitly indicated in paragraph 4.0 of the present Annex or mandated by the Purchaser through a clarification issued in accordance with the prescriptions of Book I Section 2 paragraph 2.6, the structure of the bidding sheets shall not be altered or otherwise modified in any of its parts. This prescription is to be regarded as applicable also, but not limited to, indicated quantities, item descriptions, references, Purchaser's inserted Not To Exceed (NTE) amounts (if applicable) or any other indication or instruction provided in the Bidding Sheets.
- 3.2. Bidders are advised that 'auto-calculation' have been inserted in the electronic copies of the Bidding Sheets. However, Bidders are responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the auto-calculation features configured in the spreadsheets.
- 3.3. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the Bidders of the update.

- 3.4. Bidders shall indicate Firm Fixed Prices for all CLINs in the bidding sheets.
- 3.5. Offered prices shall not be made conditional in nature nor contain any expressed or implied limitations which conflicts or otherwise amends any of the prescriptions of the IFB.
- 3.6. All CLINs (1 through 4) in the Bidding Sheets shall be quoted.
- 3.7. Bidders shall fill only yellow marked cells in the Bidding Sheets.
- 3.8. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
- 3.9. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
- 3.10. All metrics (e.g. cost associated with labour) will be assumed to be standard or normalised to a 7.6 hour/day, for a five day working week.
- 3.11. Any discounted or reduced prices offered by the Bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting CLIN Price Breakdown sheets and applied at the unit price level.
- 3.12. Should the bid be in other than EURO currency, the award of the Contract will be made in the currency of the bid.
- 3.13. The price quotation shall not include any other documentation except for the compiled bidding sheets in their required hard copy and electronic format.
- 3.14. All due dates as referred in the Bidding Sheets are to be considered as the basis of which the price quotation shall be compiled. To this extent, Bidders shall note that the relative durations of the tasks as indicated in the IFB are to be construed as relative to a hypothetical Effective Date of Contract (EDC) to occur not later than the end of the first quarter of 2017. Bidders shall take this indication in due account when factoring inflation and general increase of costs during the period of performance of the different CLINs for the purpose of their price quotation. As not the entirety of the award process is within the influence of the Purchaser, it is not possible at this stage to clearly indicate a precise time of Contract award and consequently a precise time for CLIN performance. For the purpose of the quotation Bidders shall assume the risk deriving from any reasonable delay in award with respect to inflation. Consequently, in quoting for the various Contract stages the Bidders may refer to this indicated time and consider the application of rates that are deemed appropriate in light of the programmed Contract schedule and the lengths of the various stages. The occurrence of any reasonable delay in award shall not however constitute ground for the Bidders to claim a revision of the prices offered before Contract award. Similarly the anticipation of the

Contract award date will not constitute ground for any Purchaser's request for decrease in price.

- 3.15. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.16. Bidders shall therefore **exclude** from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.

#### **4.0 Bidding Sheets Compilation Instructions**

##### **4.1. Compilation Requirements**

- 4.1.1. This paragraph addresses specific requirements and assumptions relevant to completion of the different sections of the bidding sheets.

##### **4.2. Bidding Sheets – Cover Page**

- 4.2.1. The bidder shall indicate on the Bidding Sheet Cover Page the currency in which its bid is expressed. In those cases in which multiple currencies are used, the bidder shall augment the standard indications provided by inserting references to the additional currency used as well as by providing an indication of which CLINs are quoted in which currency. This indication shall not discharge the bidder from its obligation to provide for each CLIN of the Bidding Sheets appropriate indication of the currency used.

##### **4.3. Bidding Sheets – Section 1**

###### **4.3.1. Introduction**

- 4.3.1.1. Section I, CLIN Summary, corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Contract Work Package (WP) is represented in Section I, CLIN Summary, by a detailed schedule listing all Contract Line Items (CLINs) included in the scope of each Work Package.
- 4.3.1.2. Section I further includes for each identified CLIN a “CLIN Price Breakdown” sheet which contains the relevant Basis of Estimate (BOE).
- 4.3.1.3. The purpose of the BOE sheets is to provide the Purchaser with additional information relevant to the level of effort and costs associated with each specific task. This information will be used by the Purchaser within the framework of the evaluation effort for the purposes specified in Book I Section 4.

#### 4.3.2. **Section 1 – CLIN Summary Pricing Requirements**

- 4.3.2.1. Subject to the stipulations in paragraph 4.1 of this present Annex, the following requirements are applicable to the pricing of all CLINs.
  - 4.3.2.1.1. Unless otherwise identified, all travel and per-diem costs associated with the performance of the Work Package tasks shall be included in Work Package CLINs prices.
  - 4.3.2.1.2. All costs associated with the performance of the CLINs including but not limited to those associated to COTS, Third Party, or Background Intellectual Property Software (including license acquisition costs and recurrent fees) necessary to successfully perform the scope of the CLIN in accordance with the technical proposal shall be included in the bid prices quoted.
  - 4.3.2.1.3. CLIN 1 pricing (Project Management) shall account to cover for all Work Packages execution up through the end of the Contract period for each respective Stage (i.e. Ramp Up Stage, 1<sup>st</sup> Execution Stage, 2<sup>nd</sup> Execution Stage, and 3<sup>rd</sup> Execution Stage).

#### 4.4. **Bidding Sheets – Completing the CLIN Summary Sheet**

- 4.4.1. Bidders shall fill in the CLIN Summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown). The detailed bidding sheets are broken down into the categories listed in 4.5.
- 4.4.2. Bidders are expected to aggregate the prices in the CLIN Price Breakdown sheets that make up the line items in the CLIN Summary sheet.
- 4.4.3. Bidders shall make sure that the total price indicated in the CLIN Price Breakdown sheets matches the price stated in the CLIN Summary sheet for the same corresponding CLIN or sub-CLIN.
- 4.4.4. In the CLIN Summary Sheet Bidders shall enter the price of each CLIN for each line item.

#### 4.5. **Bidding Sheets – Completing the CLIN Price Breakdown Sheets**

- 4.5.1. Bidders are instructed to prepare their Price Quotation in sufficient detail to permit thorough and complete evaluation. For each of the CLINs, the Bidder shall use the separate Detailed CLIN Breakdown Sheets as provided, adding additional sheets if multiple currencies are used. Bidders shall change the currency in the header of the Sheets if necessary.

#### 4.5.2. **Material**

- 4.5.2.1. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.
- 4.5.2.2. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.
- 4.5.2.3. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.
- 4.5.2.4. The bidder shall provide a level of detail down the unique sellable item level.
- 4.5.2.5. The bidder shall provide unit prices that shall be **exclusive** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **Material Overhead** section of the detailed bidding sheet to the total cost of material.

#### 4.5.3. **Direct Labour**

- 4.5.3.1. Bidders should the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed.
- 4.5.3.2. Unit prices shall be **exclusive** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **Direct Labour Overhead** section of the detailed Bidding Sheet to the total cost of direct labour.

#### 4.5.4. **Subcontract Labour**

- 4.5.4.1. Bidders should the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed.
- 4.5.4.2. Unit prices shall be **exclusive** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **Subcontract Labour Overhead** section of the detailed Bidding Sheet to the total cost of subcontract labour.

#### 4.5.5. **Travel**

- 4.5.5.1. Bidders should show the number of trips being made, the number of people travelling, the number of days per trip, the cost of travelling (i.e. flight costs, etc.), and the daily per diem rate.
- 4.5.5.2. Comments, descriptions, references, and explanation of calculation method may be inserted under the 'Notes' column including the location & reference to SOW.

#### 4.5.6. **Other Direct Costs**

- 4.5.6.1. Special Tooling/Equipment: Identify and support specific equipment and unit prices. Use a separate schedule if necessary.
- 4.5.6.2. Individual Consultant Services: Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.
- 4.5.6.3. Other Costs: List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

### 4.6. **Bidding Sheets – Section 2**

#### 4.6.1. **Introduction**

- 4.6.1.1. Section 2 addresses the requirement for the bidders to quote for labour rates associated with the performance of the Contract. The Purchaser reserves the right to include this pricing information into the Contract as reference for future amendments.

#### 4.6.2. **Pricing Requirements**

- 4.6.2.1. Subject to the stipulations in paragraph 4.1 of this present Annex, the following requirements are applicable for the purpose of the quotation:
  - 4.6.2.1.1. All prices quoted shall be fully loaded (i.e. inclusive of all G&A, administrative costs and profit).
  - 4.6.2.1.2. Prices provided shall be applicable to each year indicated in the bidding sheets.
  - 4.6.2.1.3. Prices quoted shall include travel to join the required place of duty.

#### 4.7. Bidding Sheets – Section 3

##### 4.7.1. Introduction

- 4.7.1.1. Section 3 addresses the requirement for bidders to quote prices for COTS software and licenses required for the performance. The Purchaser reserves the right to include this pricing information into the Contract as reference for future amendments.

#### 5.0 SPECIAL INSTRUCTIONS

- 5.1. Bidders shall note the Not to Exceed (NTE) Man-Days for subCLINs 1.3, 1.4, 2.3, 2.4, 3.3 3.4, 4.3, and 4.4. The Purchaser has reserved a fixed man-days which is envisioned to be used during the period of the Contract for Task Orders.
- 5.2. Bidders are **NOT** to alter these numbers specified in the referenced CLINs but **ARE** to take it into consideration for the purpose of not exceeding the overall price limitation associated with the bid to be submitted

**ANNEX B. Prescribed Administrative Forms and Certificates**

### **Annex B-1. Certificate of Legal Name of Bidder**

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

Full Name of Corporation: \_\_\_\_\_

Division (If Applicable): \_\_\_\_\_

Sub Division (If Applicable): \_\_\_\_\_

Official Mailing Address

E-Mail Address: \_\_\_\_\_

Point of Contact Regarding this bid:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Alternative Point of Contact:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

### Annex B-2. Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for Bid n° IFB-CO-14171-PMIC have been received and the bid, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issued	Date of receipt	Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

### Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of IFB-CO-14171-PMIC. Our bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the Prospective Contract.
- b. Our bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- c. The contents of our bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- d. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

### Annex B-4. Certificate of Bid Validity

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

### **Annex B-5. Certificate of Exclusion of Taxes, Duties and Charges**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## **Annex B-6. Comprehension and Acceptance of Contract Special and Contract General Provisions**

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

---

Date

---

Signature of Authorised Representative

---

Printed Name

---

Title

---

Company

**Annex B-7. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements**

I, the undersigned, as an authorised representative of \_\_\_\_\_, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my subcontractors, to be executed by the NCI Agency as a condition of my firm’s performance of the Contract, have been identified, as part of the bid.

These supplemental agreements are listed as follows:

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

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

We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or Memorandum of Understanding (MOU) signature after our firm would be selected as the successful bidder may be cause for the NCI Agency to determine the submitted bid to be non-compliant with the requirements of the IFB.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-8. List of Prospective Subcontractors**

Name and Address of Sub-Bidder	DUNS Number <sup>1</sup>	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

<sup>1</sup> Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI Agency to correctly identify Subcontractors. If a Subcontractor’s DUNS is not known this field may be left blank.

### Annex B-9. Bidder Background IPR

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract.

Item	Description / IP Ownership	Indicate if COTS <sup>1</sup>

- b. The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the Background IPR specified above.
- c. The Background IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

<sup>1</sup> Indicate whether the IPR is applicable to a COTS product as defined in the Contract General Provisions.

**Annex B-10. List of Subcontractor IPR**

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract.

Item	Description / IP Ownership	Indicate if COTS <sup>1</sup>

- b. The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.
- c. The Subcontractor IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

<sup>1</sup> Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

**Annex B-11. List of Third Party IPR**

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Third Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract.

Item	Description / IP Ownership	Indicate If COTS <sup>1</sup>

- b. The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.
- c. The Third Party IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions..

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

<sup>1</sup> Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

## Annex B-12. Certificate of Origin of Equipment, Services, and Intellectual Property

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

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

Date	Signature of Authorised Representative
	Printed Name
	Title
	Company
	Bid Reference

**Annex B-13. List of Proposed Key Personnel**

<b>Position</b>	<b>SOW Reference(s)</b>	<b>Labour Category</b>	<b>Name</b>	<b>Designation Period</b>
Project Manager	3.3.2.1	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through Contract expiration date
Deputy Project Manager	3.3.2.2	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through Contract expiration date

\*EDC : Effective Date of Contract

**Annex B-14. Certificate of Price Ceiling**

I hereby certify that the total price offered in the price quotation of this bid for CLINs 1 and 2 of the Bidding Sheets (i.e. Ramp-Up Stage of 6 Months plus the 1<sup>st</sup> Execution Stage of 12 Months for a total of 18 months) shall not exceed the amount of **Eight Million Four Hundred and Fifty Six Thousand Three Hundred and Eleven Euros (€8,456,311)** as described in paragraph 3.5.2.1 of this Book I.

*Note: Price information of your bid shall not be disclosed in the Bid Administration Package, or the Technical Proposal Package.*

Date	Signature of Authorised Representative
	Printed Name
	Title
	Company
	Bid Reference

### **Annex B-15. Comprehension and Intention to Comply with Exclusion Clause and Conflict of Interest**

The Bidder hereby certifies comprehension and intention to comply with the Exclusion Clause in Clause 25 of Book II: Prospective Contract and acknowledge that during the maximum period of performance established by this Contract plus two (2) years, they shall be excluded from award of all BI-SC AIS and NGCS work performed at the NCI Agency. Additionally, the Bidder confirms it has reviewed Clause 26 of Book II: Prospective Contract and certifies that it does not have a conflict of interest in performing this Contract. Failure to complete this Annex shall result in the Bidder being considered non-compliant.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

**Annex B-16. Certification as a Non-holder of Contract(s) or sub-Contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes**

The Bidder hereby certifies that neither they nor their prospective sub-Contractor(s) currently hold any contract(s) or sub-contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes (more specifically, contract(s) or sub-contract(s) under Table 1 of paragraph 1.2 of the SOW (Book II, Part IV)). Failure to complete this Annex shall result in the Bidder being considered non-compliant.

- Yes, I certify that neither I nor my prospective sub-Contractor(s) currently hold any contract(s) or sub-contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes. *\*Nominated Prospective Bidders and their prospective sub-Contractor(s) are eligible to participate in this PMIC Invitation for Bid (IFB).*
- No, I certify that I and my prospective sub-Contractor(s) currently hold contract(s) or sub-contract(s) for consultancy, hardware or software implementation under the BI-SC AIS and the NGCS programmes. *\*Nominated Prospective Bidders and their prospective sub-Contractor(s) are excluded from participating in this PMIC IFB.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Reference

## ANNEX C. Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number : \_\_\_\_\_

Issue Date : \_\_\_\_\_

Beneficiary : NCI Agency, Financial Management Office  
Boulevard Leopold III, B-1110, Brussels  
Belgium

Expiry Date : \_\_\_\_\_

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of **€ 300,000.00 (Three Hundred Thousand Euro)**. We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-14171-PMIC dated \_\_\_\_\_.
2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:
  - a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn the Bid, or stated that it does not consider the Bid valid or agree to be bound by the Bid, or
  - b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or
  - c) The NCI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or
  - d) The NCI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on \_\_\_\_\_. All demands for payment must be made prior to the expiry date.
4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the

current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this letter of credit at any time upon sixty (60) calendar days' notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.
6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

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

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

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
8. Multiple drawings are allowed.
9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

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**ANNEX D. Clarification Request Form**

**INVITATION FOR BID  
IFB-CO-14171-PMIC**

**Programme Management and Integration Capability (PMIC)**

**Company Name:**

**Submission Date:**

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IFB-CO-14171-PMIC

Company Name:

Submission Date:

ADMINISTRATIVE or CONTRACTUAL			
Serial#	IFB Ref.	Bidder's Question	NCI Agency's Response
A.1			
A.2			
A.3			

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**IFB-CO-14171-PMIC**

**Company Name:**

**Submission Date:**

<b>PRICE</b>			
<b>Serial#</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency's Response</b>
P.1			
P.2			
P.3			

**NATO UNCLASSIFIED**

**IFB-CO-14171-PMIC**

**Company Name:**

**Submission Date:**

<b>TECHNICAL</b>			
<b>Serial#</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency's Response</b>
T.1			
T.2			
T.3			

**ANNEX E. CV/Resume Template**

**Company name**

Proposed Team:

Clearance Level:

Proposed Role:

Key Personnel:

Employment History			
Company (most recent first)			
Summary of role			
Summary of relevance			
Company			
Summary of role			
Summary of relevance			
Company			
Summary of role			
Summary of relevance			
Summary of other experience			
Education, Qualifications and Professional Membership			
Year	Qualification	Institution	Grade/Level

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<b>Relevant Experience</b>			
<i>Describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited<sup>1</sup></i>			
<b>Role-Specific Skills and Experience</b> <i>(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited<sup>1</sup>)</i>			
<b>Tools and Methodologies</b> <i>(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited<sup>1</sup>)</i>			
<b>International Working Environments</b>			
<b>Language Proficiency</b> <i>(as defined in STANAG 6001)</i>			
	Listening	Speaking	Reading
English (working language)			
French			

<sup>1</sup> **Expert** – is recognised by peers as a subject matter expert through experience, published work, and/or qualifications  
**Extensive** – has direct experience accumulated over a number of years, and relevant qualifications where applicable  
**Familiar** – has some direct experience, more extensive experience in a related area, and/or has undertaken relevant training  
**Limited** – has awareness through indirect experience or related work

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**END OF IFB**

**CO-14171-PMIC**

**PROGRAMME MANAGEMENT AND INTEGRATION  
CAPABILITY (PMIC)**

**Project Serial No.: 2014/0IS03096**



**BOOK II**

**PROSPECTIVE CONTRACT**



NATO UNCLASSIFIED

**CO-14171-PMIC**

**PROGRAMME MANAGEMENT AND INTEGRATION  
CAPABILITY  
(PMIC)**

**PART I - CONTRACT SCHEDULES OF SUPPLIES AND  
SERVICES**

(see file: 5\_IFB CO-14171-PMIC Book II Part I SSS.xlsx)

**CO-14171-PMIC**

**PROGRAMME MANAGEMENT AND INTEGRATION  
CAPABILITY  
(PMIC)**

**PART II - CONTRACT SPECIAL PROVISIONS**

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## 1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

- 1.1. This Clause supplements Clause 2 (Definitions of Terms and Acronyms) of the NCI Agency Contract General Provisions.
- 1.2. As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:
  - 1.2.1. **“Compliance”**: strict conformity to the requirements and standards of the Prospective Contract.
  - 1.2.2. **“Contractor”**: the awardee which shall be responsible for the fulfilment of the requirements established in the Prospective Contract.
  - 1.2.3. **“Days”**: calendar days;
  - 1.2.4. **“Deliverables”**: the items, features or services to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Contract as listed in Part I (Contract Schedules) and as more particularly described in the Statement of Work (SOW), the System Requirements Specification (SRS), the Technical Solution or any other relevant Contract document;
  - 1.2.5. **“NATO Participating Country”**: any of NATO nation that has undertaken to share the cost of the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES OF AMERICA.
  - 1.2.6. **“Purchaser”**: The Purchaser is defined as the current NCI Agency or its legal successor.
  - 1.2.7. **“Work Packages”**: Divisions of the total Contract work effort into a grouping of tasks/products that the Contractor shall deliver and/or perform as a bundle under the terms of this Contract. A description of all Contract Work Packages is provided in Section 3 to Part IV, Statement of Work.

## 2. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY CONTRACT GENERAL PROVISIONS

- 2.1. For the purposes of this Contract, the NCI Agency Contract General Provisions are modified, supplemented, or replaced as follows.

- 2.1.1. Clause 1 (Interpretation, Definitions and Acronyms) supplements Clause 2 (Definitions of Terms and Acronyms) of the NCI Agency Contract General Provisions.
- 2.1.2. Clause 4 (Order of Precedence) replaces Clause 1 (Order of Precedence) of the NCI Agency Contract General Provisions.
- 2.1.3. Clause 5 (Contract Type) replaces Clause 7 (Firm Fixed Price Contract) of the NCI Agency Contract General Provisions.
- 2.1.4. Clause 7 (Invoices and Payments) supplements Clause 25 (Invoices and Payment) of the NCI Agency Contract General Provisions.
- 2.1.5. Clause 9 (Pricing of Changes, Amendments and Claims) supplements Clause 19 (Pricing of Changes, Amendments and Claims) of the NCI Agency Contract General Provisions.
- 2.1.6. Clause 12 (Acceptance Procedures) modifies Clauses 21 (Inspection and Acceptance of Work) and 22 (Inspection and Acceptance of Documentation) of the NCI Agency Contract General Provisions.
- 2.1.7. Clause 16 (Liquidated Damages) replaces Clauses 38 (Liquidated Damages) of the NCI Agency Contract General Provisions.
- 2.1.8. Clause 17 (Risk of Loss or Damage) supplements Clause 24 (Ownership and Title) of the NCI Agency Contract General Provisions.
- 2.1.9. Clause 22 (Intellectual Property) supplements Clause 30 (Intellectual Property) of the NCI Agency Contract General Provisions.
- 2.1.10. Clause 27 (Purchaser Furnished Property and Services) supplements Clause 13 (Purchaser Furnished Property and Services) of the NCI Agency Contract General Provisions.
- 2.1.11. Clause 29 (Warranty Period) supplements Clause 27 (Warranty of Work (Exclusive of Software)) of the NCI Agency Contract General Provisions.
- 2.1.12. Clause 31 (Performance Guarantee) supplements Clause 8 (Performance Guarantee) of the NCI Agency Contract General Provisions.
- 2.1.13. Clause 32 (Security) supplements Clause 11 (Security) of the NCI Agency Contract General Provisions.

### **3. SCOPE OF WORK**

- 3.1. The Contractor shall deliver Programme Management and Integration Capability (PMIC) and associated services per Part IV - Statement of Work and in

accordance with Part I - Schedule of Supplies and Services for the firm fixed prices stated in this Contract.

3.2. At the time of its signature and unless a formal amendment is issued by the Purchaser’s Contracting Authority in accordance with the Contract terms, the scope of this Contract covers the performance of tasks and production of deliverable associated with the following performance Stages as defined in the Contract Statement of Work:

3.2.1. Ramp-Up Stage

3.2.2. 1st Execution Stage

3.2.3. 2nd Execution Stage (Option)

3.2.4. 3rd Execution Stage (Option)

3.3. These stages will support 16 management and C4ISR technical services as shown below:

Management Services		C4ISR Technical Services	
1	Programme Management	9	Systems Engineering
2	Change Management	10	Integration Management
3	Communications Management	11	Software Engineering and Design
4	Risk Management	12	Operational User Experience (UX)
5	Schedule Management	13	Requirements Management
6	Cost Management	14	Programme Assurance
7	Configuration Management	15	Transition Management
8	Quality Management	16	Information Security Management

3.4. Notwithstanding the prescriptions at paragraph above and subject to the prescriptions of Clause 10 of the Contract Special Provision and Clause 16 of the Contract General Provisions, at the time of its signature and unless a formal amendment is issued in accordance with its terms, the Purchaser’s obligation under this Contract is limited to the amounts, tasks and deliverables associated with the following stages as defined in the Contract Statement of Work and its Annex A:

3.4.1. Ramp-Up Stage (Contract Line Item Number (CLIN) 1 Schedule of Supplies and Deliverables)

3.4.2. 1st Execution Stage (CLIN 2 Schedule of Supplies and Deliverables)

**4. ORDER OF PRECEDENCE**

4.1. This Clause replaces Clause 1 (Order of Precedence) of the NCI Agency Contract

General Provisions.

4.2. “In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

1. The Signature Page
2. Part I (Contract Schedule of Supplies and Services)
3. Part II (Contract Special Provisions)
4. Part III (NCI Agency Contract General Provisions)
5. Part IV (Statement of Work)
6. Project Management and Engineering documentation as listed and approved in accordance with Clause 37.
7. The Contractor’s proposal (Technical Proposal and Price Quotation) in response to IFB-CO-14171-PMIC dated [date] and any clarifications thereto, incorporated herein by reference.

## 5. **CONTRACT TYPE**

5.1. This Clause replaces Clause 7 (Firm Fixed Price Contract) of the NCI Agency Contract General Provisions.

5.2. This is a Firm Fixed Price Contract. The prices stated herein are not subject to any adjustment on the basis of the Contractor’s cost experience in performing the Contract.

5.3. The total Firm Fixed Price of this Contract is stated on the Signature page of the Contract and is based on the price of Contract Line Item Numbers (CLINs) 1 through 4, unless revised by the Purchaser through formal Amendment to the Contract.

5.4. The priced Schedule of Supplies and Services of the present Contract list all services and/or deliverables, their due date, the place of delivery and their firm fixed price Contract line item price.

5.5. The Firm Fixed Price of this Contract includes any and all Contractor travel.

5.6. The Statement of Work (SOW) is defined in terms of performance standards. This means that the Contract:

5.6.1. Describes requirements in terms of results required rather than the methods of performance of the work;

5.6.2. Uses measurable performance standards (i.e., terms of quality, timeliness, quantity, etc.) and evolving performance assessment plans; and

5.6.3. Specifies procedures for payment in accordance with performance measurements.

- 5.7. The Contract also contains purchase options. These options are not part of the fixed price of the Contract. One or more of the options may be exercised by the Purchaser at such time as the corresponding requirements and needs are fully developed under the Contract.
- 5.8. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Total Price.

## 6. **CONTRACT TERM**

- 6.1. This Contract will begin on the Effective Date specified in the Signature Page and, unless terminated at an earlier date in accordance with other terms and conditions of the Contract or extended by virtue of a formal Contract amendment, will terminate after a period of 18 months.
- 6.2. The 18 months cover successful completion of performance associated with Ramp-Up Stage (6 Months) and 1<sup>st</sup> Execution Stage (12 Months) or any performance rendered on the basis of Task Orders issued in accordance with Clause 11 whichever occurs the latest.
- 6.3. The Purchaser anticipated extending the initial 18-month Contract term through the exercise of up to two 12-months Options (for the Second and Third Execution Stages), if Contractor's overall performance during the initial term of 18 months is considered satisfactory.
- 6.4. Extension options shall be exercised through a formal Amendment to the Contract which shall be issued not later than 30 days before the end of the initial Contract term or extensions thereof.

## 7. **INVOICES AND PAYMENT TERMS**

- 7.1. This Clause supplements and replaces Clause 25 (Invoices and Payment) of the NCI Agency Contract General Provisions. Specifically, Clauses 7.2 and 7.3 (except 7.2.9) supplement Clause 25 (Invoices and Payment) of the NCI Agency Contract General Provisions while Clause 7.2.9 replaces Clause 25.5 of the of the NCI Agency Contract General Provisions

### 7.2. **Invoices**

- 7.2.1. The Contractor shall submit invoices quarterly for 25 % of the total amount specified in the Schedule of Supplies and Services for each Execution Stage (i.e. 1<sup>st</sup>, 2<sup>nd</sup> (option, if exercised), and 3<sup>rd</sup> (option, if exercised)).
- 7.2.2. For the Ramp-Up Stage, the Contractor shall submit an initial invoice equal to 25% of the amount stipulated in the Contract Schedule of Supplies and Deliverables for Ramp-Up Stage, one calendar month after the beginning of

performance. Subsequent payments relevant to Ramp-Up Stage occur as follows:

- 7.2.3. 35% of the total Ramp-Up Stage price as stipulated in the Contract Schedule of Supplies and Deliverables, three months after the beginning of performance.
- 7.2.4. 40% of the total Ramp-Up Stage price as stipulated in the Contract Schedule of Supplies and Deliverables, at the end of the Ramp-Up Stage.
- 7.2.5. The amount to be billed shall include any price reduction that may be determined according to the provisions of this Clause and the Price Reduction Section of the SOW Annex A.
- 7.2.6. Payment to the Contractor will be made within 60 days of receipt of properly supported and documented invoices and upon acceptance in writing by the Purchaser.
- 7.2.7. All invoices shall refer to CO-14171-PMIC Purchase Order Number [NCI Agency PO REF].
- 7.2.8. Invoices shall be properly supported with any necessary reports, certificates, statements, receipts, written evidence of acceptance by the Purchaser and any other required documentation in accordance with the terms of the Contract.
- 7.2.9. All invoices shall be sent electronically to: [accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)
- 7.2.9.1. No paper invoices will be accepted.
- 7.2.10. Payment shall be made in the currency specified in the Contract following Purchaser acceptance

### **7.3. Payment Terms**

- 7.3.1. In consideration for the achievement of performance goals and standards specified in the Performance Goals Document (Annex A to the SOW) and for the Services and Deliverables to be performed under the basic scope of the Contract, the Contractor shall be paid the prices specified in Part I (Schedule of Supplies and Services).
- 7.3.2. The Purchaser will evaluate the Contractor's performance in each Stage (first and second and third (if exercised)) using the method of assessment specified in the SOW Annex A (Performance Goals - Price Reduction section). The stated method links progress payments to the outcome of quarterly performance evaluations. If at the end of an evaluation period, it is determined that the Contractor's performance during the period concerned has not met the specified performance goals and standards, the progress payment corresponding to that evaluation period shall be reduced from a minimum of 0.1 % to a maximum of 6 % of the original price in accordance with the guidelines provided in the Price

Reduction section of the SOW Annex A (Performance Goals), without prejudice to other Contract remedies to which the Purchaser may be entitled according to other terms of the Contract.

- 7.3.3. Amounts relevant to Task Orders (i.e. CLINs 1.3, 1.4, 2.3, 2.4, 3.3, 3.4, 4.3, and 4.4) issued by the Purchaser in accordance with Clause 11 shall be invoiced at the end of successful performance and upon acceptance of all deliverables unless otherwise stipulated in the Task Order. The price indicated in the Schedule of Supplies and Services is a ceiling price for all possible Task Orders.
- 7.3.4. Where Options are exercised, payments shall be made in accordance with the stipulations of the relevant amendment providing for the exercise of such Options.
- 7.3.5. No payment shall be made with respect to undelivered supplies, works not performed; services not rendered and/or incorrectly submitted invoices.
- 7.3.6. The Purchaser shall not be liable for any amount resulting from the performance of services or the delivery of equipment outside the scope of this Contract.

## **8. CONTRACTOR'S PERFORMANCE EVALUATION**

- 8.1. Beginning 3 months after the effective date of this Contract, the Purchaser shall evaluate the Contractor's performance every 3 months to determine the Contractor's level of achievement of performance goals and any applicable adjustments to the progress payments. These periodic evaluations will also serve to document the overall assessment of Contractor's performance and therefore may influence the Purchaser's decision to exercise extension options. The evaluation factors and rating scales are specified in the Performance Goals document (Annex A to the SOW), as are the percentage of the reductions to the progress payments that may be applied.
- 8.2. The Contractor's performance will be measured against stated goals and evaluation criteria by internally designated Purchaser's personnel, who will report their findings to the Project Board. This Board makes the final decision on payment/price determination based upon the Contractor's performance during the evaluation period.
- 8.3. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations may be considered by the Purchaser in its evaluation.
- 8.4. In those instance in which the Contractor is assessed as achieving less than satisfactory progress during a quarter and a reduction is applied to the specified progress payment, at the next Quarterly Performance Review, if the Contractor is assessed as having continued to achieve less than satisfactory progress, a further

reduction will be applied for the purpose of the due quarterly payment in accordance with the SOW Annex A Price Reduction section.

- 8.5. Conversely in those instances in which the Contractor is assessed as having corrected its performance deficiencies and brought its progress back in line with the Stage Performance Goals, no price reduction will be applied for the quarterly payment of concern and the withheld portion of the previous progress payment will also be paid.
- 8.6. However, any percentage of the price which is not earned at the end of a Stage due to the failure to achieve the performance goals established for that Stage shall not be reallocated to future Execution Stages and will be regarded as no longer due. In such a case, the Contract Stage prices will be unilaterally modified by the Purchaser at the end of the applicable Stage in order to reflect in the Contract the revised total price of the Stage resulting from the application of price reductions.
- 8.7. Changes may be made to the Performance Goals and linked Price Reductions as stipulated in the SOW Annex A at any time subject to mutual agreement of the parties.

## **9. PRICING OF CHANGES, AMENDMENTS AND CLAIMS**

- 9.1. This Clause supplements Clause 19 (Pricing of Changes, Amendments and Claims) of the NCI Agency Contract General Provisions.
- 9.2. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 (Changes) of the Contract General Provisions.
- 9.3. Changes, modifications, or follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments, and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in Annex 1 to the Contract General Provisions.
- 9.4. Contractor's pricing proposals for Changes, Amendments and Claims shall be priced in accordance with the schedules of forward labour rates and forward prices of COTS components established in the Contract Schedule of Supplies and Services (Part I), or, if not defined in the latter, which were submitted in the Contractor's bid incorporated in the Contract by reference.
- 9.5. Contractor price quotations and technical proposals for potential Contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from Contractor submission to the Purchaser.

- 9.6.** All cost and pricing information contained in the cost breakdown sheets submitted with the Bidding sheets as part of the Contractor's proposal, to include forward pricing, shall constitute the basis of reference for future negotiations related to any amendments to this Contract.
- 9.7.** If new labour categories, not previously specified in are deemed necessary by the Purchaser during the course of this Contract; the prices for the new labour categories shall be within the range of 10% of rates listed for comparable labour services and skills in the Contract Schedules at Part I.
- 9.7.1. The Contractor shall be bound by the stated labour rates for the whole duration of this Contract.

## **10. OPTIONS**

- 10.1.** CLINs 3 and 4 (2<sup>nd</sup> and 3<sup>rd</sup> Execution Stages) under Part I Schedule of Supplies and Services of this Book are Options and are available for unilateral exercise by the Purchaser if the Contractor's overall performance during the initial term of 18 months (Basic Contract period: (i.e. Ramp Up and 1st Execution Stages)) is considered satisfactory.
- 10.1.1. For CLIN 3 (i.e. 2<sup>nd</sup> Execution Stage), this Option is available to be exercised unilaterally for a performance period of 12 months from the end of the Basic Contract period.
- 10.1.2. For CLIN 4 (i.e. 3<sup>rd</sup> Execution Stage), this Option is available to be exercised unilaterally for a performance period of 12 months from the end of the 2<sup>nd</sup> Execution Stage.
- 10.2.** The Contractor understands that there is no obligation under this Contract for the Purchaser to exercise any of the Options and that the Purchaser bears no liability should it decide not to exercise them (either totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the Options of the current Contract through a new Contract with other conditions.
- 10.3.** If an option is exercised, the Contractor will have a minimum period of forty-five (45) days between notification and the required Performance Start Date (PSD).
- 10.4.** Any Contract option shall be exercised by written amendment to the Contract.
- 10.5.** During the course of the Contract and in any case before the exercise of any Contract Option, the Purchaser and the Contractor shall mutually agree on the Performance Goals associated with the Contract Options (2<sup>nd</sup> and 3<sup>rd</sup> Execution Stages) as well as define in detail the scope of activities to be performed within the framework of the Contract price associated with the Options. Clause 7 referred Price Reduction guidance shall be established unilaterally by the Purchaser on the

basis of the agreed Performance Goals. Both the agreed Stage Performance Goals and the Purchaser determined Price Reductions shall then be incorporated into the Contract via the issuance of a formal Amendment.

- 10.6.** Should the Purchaser and the Contractor fail to reach a mutual agreement with respect to the Performance Goals and/or detailed scope of the Option to be exercised, the Purchaser may elect not to exercise the option and request Contractor performance on the basis of Task Orders to be issued in accordance with the stipulations in Clause 11.

## **11. TASK ORDERS**

- 11.1.** The following CLINs represent Indefinite Delivery/Indefinite Quantity options for services to support the PMIC program:

11.1.1. CLINs 1.3 and 1.4 (Ramp-Up Stage)

11.1.2. CLINs 2.3 and 2.4 (1st Execution Stage)

11.1.3. CLINs 3.3 and 3.4 (2nd Execution Stage (Option))

11.1.4. CLINs 4.3 and 4.4 (3rd Execution Stage (Option))

- 11.2.** The Purchaser anticipates both projected and incidental needs of these services but cannot provide the exact details on the dates, specific deliverables, and quantities to satisfy those needs.

- 11.3.** If the Purchaser requires these additional services, the Purchaser will, in advance of the issuance of the Task Order agree its detailed scope, price and performance period with the Contractor. The following prescription shall apply for the purpose of pricing the Task Orders:

11.3.1. Prices offered by the Contractor for specific deliverable and performance shall be coherent with those stipulated in the Contract Execution Stages for similar activities and deliverables.

11.3.2. Labour pricing shall strictly adhere with that stipulated in the Contract Labour Profile Schedule.

11.3.3. Costs for travel, per-diem and associated charges shall not exceed that applicable for NATO staff as indicated in Annex G of this document.

- 11.4.** Task Orders will be issued in writing by the Purchaser Contracting Authority in the format specified in Annex F, including those relevant to travel to be performed in direct support of the Contract. Task Orders may be issued in two types: Level of Effort (LOE) and Completion. Regardless of the type, issued Task Orders will include the following information:

- 11.4.1. Task Order reference and effective date.
- 11.4.2. Schedule of services and deliverables specifying the performance period and the amount of authorised expenses.
- 11.4.3. Statement of Work.
- 11.5. The Contractor shall commence performance of the Task Order within a period of fifteen days (15) days after its effective date or the date of its issuance whichever is the latest.
- 11.6. Task Orders may only be issued within the duration of the Contract pursuant this Clause.
- 11.7. Task Orders (if issued) shall be via an Amendment to the Contract.

## **12. ACCEPTANCE PROCEDURES**

- 12.1. This Clause modifies Clauses 21 and 22 of the NCI Agency Contract General Provisions.
- 12.2. Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that Contract Deliverables are complete or have been performed according to the requirements set in the Contract.
- 12.3. Acceptance procedures are described in Clauses 21 and 22 of the NCI Agency Contract General Provisions.
- 12.4. Where a delivered or performed Contract Line Item Number (CLIN) fails to meet all Contract requirements but such a failure is not material or fundamental, the Purchaser may, at its sole discretion, declare the Acceptance provisional (or Partial Acceptance). In this case of a Partial Acceptance, the Purchaser will make an assessment of the nature of the deficiencies and may pay the Contractor an amount commensurate with the Partially Accepted work. This amount may be between 50% and 90% of the total price of the CLIN. Full payment will not be made until all deficiencies have been cleared at which point in time the Acceptance shall become final.

## **13. CONTRACT ADMINISTRATION**

- 13.1. The Purchaser is the NATO Communications and Information Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues.
- 13.2. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.

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

**13.4.** All notices and communications between the Contractor and the Purchaser shall be written in English and may be personally delivered, mailed, or emailed at the following address:

13.4.1.

Contractor:	Name:
	Attn:
	Title
	Address:
	Telephone:
	E-mail:

13.4.2.

NCI Agency:	Avenue du Bourget 140
	1110 Brussels, Belgium
	Acquisition Directorate
	Attn: Ms. Ijeoma Ezeonwuka (Contracting Officer)
	Telephone: +32.2.707.8104
	E-mail: <a href="mailto:Ijeoma.Ezeonwuka@ncia.nato.int">Ijeoma.Ezeonwuka@ncia.nato.int</a>

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

## 14. TECHNICAL DIRECTION

**14.1.** For the direct official control and coordination of requirements, the Purchaser designates the Project Manager specified below as the staff element that has the authority to coordinate, monitor, and control Contractor's performance under this Contract:

NCI Agency  
 Oude Waalsdorperweg 61  
 2597 AK The Hague, Netherlands  
 Attn: Mr. Hakan Kosal  
 PMIC Project Manager  
 Telephone: +31 70 374 3653  
 E-mail: [Hakan.Koksal@ncia.nato.int](mailto:Hakan.Koksal@ncia.nato.int)

**14.2.** The Purchaser's Project Manager will provide the detailed tasking and instruction on how to proceed.

- 14.3.** The Purchaser may designate other staff elements as technical focal points for the execution of specific tasks and who will provide the Contractor with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 14.4.** Notwithstanding the prescriptions of this Clause, neither the Purchaser's Project Manager, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting work that is inconsistent with the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.
- 14.5.** Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- 14.5.1. confirm the effort requested is within scope, or
- 14.5.2. confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or
- 14.5.3. rescind the instructions.

## **15. LANGUAGE OF WORK**

- 15.1.** All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.
- 15.2.** The working language of the Project Team is English and the associated technical documents are printed in English.

## **16. LIQUIDATED DAMAGES**

- 16.1.** This Clause replaces Clause 38 (Liquidated Damages) of the Contract General Provisions.
- 16.2.** If the Contractor fails to meet the delivery/performance at the times specified in the Schedule of Supplies and Services (SSS) (Part I), or any agreed extension thereto, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser liquidated damages of ten hundreds of one per cent (0.1%) of the value of the associated payment milestone in the payment schedule set forth in Clause 7 of the Contract Special Provisions per day of delinquent delivery/performance.
- 16.3.** Alternatively, the Purchaser may terminate this Contract in whole or in part, as provided in paragraph 39.1 of Clause 39 (Termination for Default) of the Contract

General Provisions and in that event the Contractor shall be liable to pay the excess costs provided in paragraph 39.5 of the Contract General Provisions.

- 16.4.** 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 paragraph 39.6 of Clause 39 (Termination for Default) of the Contract General Provisions. In such event, subject to the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgement the findings of fact justify an extension.
- 16.5.** Liquidated damages shall be payable to the Purchaser from first day of delinquency in achieving the specified milestone and shall accrue at the rate specified in paragraph 16.2 to a maximum of Fifteen Per Cent (15%) of the applicable payment for the milestone.
- 16.6.** The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- 16.6.1. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
- 16.6.2. By proceeding against any surety.
- 16.6.3. By reclaiming such damages through appropriate legal remedies.

## **17. RISK OF LOSS OR DAMAGE**

- 17.1.** This Clause supplements Clause 24 (Ownership and Title) of the Contract General Provisions.
- 17.2.** Risk of loss or damage to Deliverables covered by this Contract shall remain with the Contractor until, and shall pass to the Purchaser upon Acceptance by the Purchaser or receipt of the supplies by the Purchaser at the destination specified in the Contract, whichever is the later.
- 17.3.** Notwithstanding paragraph 17.2, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure and Acceptance, at which time 17.2 shall apply.
- 17.4.** Notwithstanding paragraph 17.2 above the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment.

## **18. COTS PRODUCTS REPLACEMENT**

- 18.1.** If any COTS products specified in the Contract are upgraded or discontinued by

their original providers for commercial or technological reasons, the Contractor shall propose their substitution by the new versions that are intended as market replacement of the original products. The proposed items shall provide an equivalent or enhanced performance without a price or life-cycle support cost increase and the Contractor shall be responsible for the installation, integration and transition of data and information to the new version.

- 18.2. The Contractor shall provide price and performance data to support an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Clause.

## **19. LOCAL STANDARDISATION**

- 19.1. For reasons of efficiency, some Purchaser sites have standardised some or their entire computer baseline on a specific suite of hardware from one or more particular vendors. As the process of site standardisation will continue as the prospective Contract is being executed, the Purchaser reserves the right to require the Contractor to substitute, for one or more system components, an equivalent item compatible with a site-specified standard.
- 19.2. Pricing proposed for the substituted equipment shall be fair and reasonable and consistent with the market prices reserved for large buyers and/or Governmental Institutions.
- 19.3. In the event that the Purchaser chooses to exercise this right, the required substitutions will be negotiated through a bilateral Contract amendment issued under the authority of this clause.

## **20. INDEPENDENT CONTRACTOR**

- 20.1. The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all Host Nation Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel.
- 20.2. The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall the Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 20.3. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities.

Contractor's employees, agents, or representatives are not eligible for any diplomatic privileges nor NATO employee benefits.

- 20.4. The Contractor shall inform its employees, agents, and representatives under this Contract of the terms of the Contract and the conditions of the working environment.

## 21. KEY PERSONNEL

- 21.1. The individuals listed in Annex A are considered to be key to the performance of this Contract and shall not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.
- 21.2. In such cases where the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor (e.g. resignation, sickness, incapacity, etc.), the Contractor must nominate a substitute(s) of equivalent or higher qualification and experience within 15 working days of the date at which the Contractor has knowledge of the loss of service of such key personnel. The replacement personnel shall be in place within 30 working days.
- 21.3. If the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in paragraph 21.2 above, the Purchaser may conclude that the loss of the Key Personnel endangers progress under the Contract to the extent that the Purchaser may resort to the Clause 39 (Termination for Default) of the Contract General Provisions for redress of the situation.
- 21.4. The Purchaser has the right to refuse any proposed substitution not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof. The Purchaser will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent.
- 21.5. The Purchaser reserves the right, even after acceptance of Contractor personnel on the basis of their Curriculum Vitae (CV)/Resume and/or interview, to require the Contractor immediately to cease to employ any Key Personnel under the present Contract if, in the sole opinion of the Purchaser, the individual is not meeting the required level of competence and/or its employment as Key Personnel is considered undesirable. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and the Contractor shall propose and make qualified substitute Key Personnel available within 15 working days after the written notification. The Purchaser's removal of Contractor Key Personnel shall in no way relieve the Contractor of its responsibility to achieve the Contractual and technical requirements of this Contract nor imply any responsibility of the Purchaser.

## **22. INTELLECTUAL PROPERTY**

- 22.1.** This Clause supplements Clause 30 (Intellectual Property) of the NCI Agency Contract General Provisions.
- 22.2.** The Contractor intends to use the Background IPR stated in Annexes C and D hereto for the purpose of carrying out work pursuant to this Contract.
- 22.3.** The Contractor warrants, undertakes, and represents that any derivative product created under this Contract from the stated Background IPR shall be considered as Foreground IPR and, therefore, shall be governed by the terms and conditions specified in Clause 30.3 (Foreground IPR) of the NCI Agency Contract General Provisions.
- 22.4.** The Purchaser shall consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract and, particularly, Clauses 9 (Participating Countries) and 30 (Intellectual Property) of the Contract General Provisions. The Contractor shall disclose in advance the open source licence associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application.
- 22.5.** Any use of Contractor Background IPR for the purpose of carrying out work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to the Purchaser a non-exclusive, royalty-free and irrevocable licence throughout NATO, NATO operations (including out of area operations) and its member nations to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR for any defence purpose.
- 22.6.** In addition, the Purchaser shall have the right to further re-transfer this software to NATO companies eligible for NATO procurements, subject to an appropriate license agreement.

## **23. PERMISSIBLE SCOPE OF USE FOR SOFTWARE LISTED AS BACKGROUND IPR**

- 23.1.1.** Unless otherwise stated in this Contract, software provided by the Contractor as part of PMIC and included in the Contract as Background IPR (Annexes C and D), shall be subject to a non-exclusive, royalty-free and irrevocable licence throughout NATO, NATO entities, NATO operations, and its individual or collective member nations to use and authorise others to use on the Purchaser's behalf any such software for the purpose of exploiting or otherwise using PMIC

for any defence purpose. In addition, the Purchaser shall have the right to further re-transfer this software to NATO companies eligible for NATO procurements.

## **24. CONFIDENTIALITY AND NON-DISCLOSURE**

- 24.1.** For purposes of this clause, "Confidential Information" shall include all information pertaining to any part of this Contract or any program related to this Contract that is not marked "Non-Confidential".
- 24.2.** Confidential Information does not include information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Contractor; (b) discovered or created by the Contractor before disclosure by the Purchaser; (c) learned by the Contractor through legitimate means other than from the Purchaser or its representatives; or (d) is disclosed by the Contractor with the Purchaser's prior written approval.
- 24.3.** Without prejudice to other obligations imposed by NATO Security regulations, the Contractor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Purchaser. The Contractor shall carefully restrict access to Confidential Information to employees, sub-Contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Contract. The Contractor shall not, without prior written approval of the Purchaser, use for the Contractor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Purchaser, any Confidential Information. The Contractor shall return to the Purchaser any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Purchaser requests it in writing.
- 24.4.** The provisions of this clause and the associated Contractor's duties shall survive the termination of this Contract and remain in effect until the Purchaser sends the Contractor written notice releasing the Contractor from the obligations imposed by this clause, or for a further period of three (3) years after Contract close-out, whichever occurs first, and without prejudice to other obligations imposed by applicable NATO Security regulations.
- 24.5.** The Contractor shall include the substance of the language of this clause in any subcontract/Contract issued for the purpose of the fulfilment of the obligations Contracted under this Contract regardless of the legal nature of the entity subscribing such subcontract. Additionally, all Contractor personnel assigned under this Contract shall be required to sign the Non-Disclosure Certificate at Annex B.
- 24.6.** The Contractor agrees that compliance with the obligations imposed by the terms of this clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the termination of the Contract for default.

## 25. EXCLUSION CLAUSE

25.1. This Contract has an exclusion clause and it is as follows:

25.1.1. The Contractor and its sub-Contractors shall be excluded from award of future Contract(s) and sub-Contract(s) for consultancy, hardware or software implementation under the Bi-Strategic Automated Information Systems (Bi-SC AIS) and NATO General Communication Services (NGCS) Programmes.

25.1.2. The Contractor and its sub-Contractors are also excluded from currently holding any Contract(s) or sub-Contract(s) for consultancy, hardware or software implementation under the Bi-Strategic Automated Information Systems (Bi-SC AIS) and NATO General Communication Services (NGCS) Programmes.

25.2. For informational purposes, the current list of BI-SC AIS and NGCS projects can be found in Table 1 of paragraph 1.2 of the SOW (Book II, Part IV). This list is subject to frequent updates (with newly approved Bi-SC and NGCS Capability Packages (CPs)) via amendments to the Contract.

25.3. The NCI Agency shall not consider mitigation plans regarding this exclusion.

25.4. This exclusion clause does not apply to parent companies of the Contractor and their wholly owned subsidiaries provided that the parent company or its subsidiaries provides proof to the satisfaction of the Purchaser that they operate as a separate legal entity in a completely distinguishable and different business domain. Proof as mentioned above may consist of:

25.4.1. Company's structure

25.4.2. Roles and responsibilities within structure

25.4.3. Business domain

25.4.4. Ownership and control

25.4.5. And any other proof that will fulfil the purpose of the exclusion clause

25.5. This exclusion clause shall remain valid for a period of two (2) years after Contract completion.

25.6. Once the validity period of this exclusion clause has expired, the limitations imposed by this exclusion clause shall no longer apply.

25.7. The Contractor shall insert the substance of paragraphs 25.1 through 25.6 of this clause in all subcontracts for work performed under this Contract. It is the responsibility of the Contractor to ensure that their subcontractor(s) are made aware of this exclusion clause prior to the subcontractor(s) commencing performance under this Contract.

25.8. The Contractor agrees that compliance with this exclusion clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the

Termination for Default of the Contract in accordance with Clause 39 of the NCI Agency Contract General Provisions.

## **26. CONFLICT OF INTEREST**

- 26.1.** A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.
- 26.2.** The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Contracting Officer. If, after award of this Contract or task order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Contracting Officer as set forth below.
- 26.3.** If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or task order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.
- 26.4.** The Contractor's notice called for in paragraph 26.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Contracting Officer in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the Contract, should be also detailed.
- 26.5.** The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Contracting Officer, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 26.6.** If the Purchaser in its discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient

to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Contracting Officer has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the Contract.

- 26.7. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this Contract.

## **27. PURCHASER FURNISHED PROPERTY AND SERVICES**

- 27.1. This Clause supplements Clause 13 (Purchaser Furnished Property and Services) of the NCI Agency General Contract Provisions.

- 27.2. The Purchaser shall provide the Contractor with the following property and services for the performance of the Contract:

27.2.1. Office space and office tools as specified in paragraph 3.9 of the SOW.

## **28. CARE AND DILIGENCE OF PROPERTY**

- 28.1. The Contractor shall use reasonable care to avoid damaging building, equipment, and work site. If the Contractor damages any such building, equipment, or worksite, they shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If they fail or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 28.2. The Purchaser shall exercise due care and diligence for Contractor's equipment, tools and materials on site premises. The Purchaser will not assume any liability except for gross negligence and wilful misconduct. The Purchaser will, however, not assume any liability except for gross negligence and wilful misconduct on the part of the Purchaser's personnel or agents.

- 28.3. The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

## **29. WARRANTY PERIOD**

- 29.1. This Clause supplements Clause 27 (Warranty of Work (Exclusive of Software)) of the NCI Agency General Contract Provisions.

- 29.2. The Warranty Period for any deliverables and services performed under this Contract shall be the longer of: (a) the specific warranty periods established in the

SOW for individual deliverables; or (c) 12 months. The Warranty Period in all cases must commence upon NCI Agency Acceptance.

**29.3.** Throughout the Warranty Period the Contractor shall make good any:

29.3.1. Defects in the Deliverables;

29.3.2. Breach of warranties specified in Clause 27 (Warranty of Work (Exclusive of Software)) of the NCI Agency General Contract Provisions; and

29.3.3. Breach of any other express or implied warranties that may be applicable;

arising out of or in connection with the Contractor's failure to perform its obligations under this Contract (herein after collectively referred to as "Warranty Period Incidents") in accordance with this Clause 23 (Use and Possession Prior to Acceptance) and 27 (Warranty of Work (Exclusive of Software)) of the NCI Agency General Contract Provisions.

**29.4.** The Contractor shall correct all Warranty Period Incidents arising during the Warranty Period without cost to the Purchaser.

**29.5.** If the Contractor fails to correct any Warranty Period Incidents within the timeframe specified in 27 (Warranty of Work (Exclusive of Software)) of the NCI Agency Contract General Provisions or Section 6 of the SOW for the type of incident concerned, or if no specific timeframe has been established in the referred Clause or in the SOW for the type of incident concerned, within 30 working days of notification, the Purchaser may on 10 working days written notice:

29.5.1. correct the Warranty Period Incident or employ a third party to correct it; and

29.5.2. deduct from the prices to be paid, draw from the performance guarantee, or recover as a debt due from the Contractor, all reasonable costs in so doing.

**29.6.** The Contractor shall deploy all such additional resources as are reasonably required to remedy any Warranty Period Incident as efficiently and quickly as possible.

## **30. WARRANTY FOR SERVICES**

**30.1.** Contractor warrants that it has all rights necessary to fulfil the requirements of this Contract, and that Contractor, employees, and lower-tier subcontractors are fully qualified to perform hereunder. Additionally, Contractor warrants that all services performed hereunder, including without limitation, development of software, shall be performed to the highest professional standards.

## **31. PERFORMANCE GUARANTEE**

- 31.1. This Clause supplements Clause 8 (Performance Guarantee) of the NCI Agency Contract General Provisions.
- 31.2. The amount of the performance Guarantee is established in €300,000 or equivalent in the currency in which this Contract is expressed.
- 31.3. The Purchaser may allow reductions in the amount of the Performance Guarantee in accordance with the Purchaser's cost estimate of the work remaining to be completed under the Contract. In order to benefit from such reductions, the Contractor must provide the Purchaser with an updated copy of the Project Master Schedule for completion of the remaining work, and detailed cost breakdowns, prepared in accordance with the pricing principles and standards established in the Contract, which indicate the percentage of work completed for each Contract line item. These requests for reduction shall be submitted in writing to the NCI Agency Point of Contact established in paragraph 13.4.2.
- 31.4. The reductions specified in paragraph 7 shall be treated as a concession to the Contractor and, therefore, shall be supported by sufficient consideration. Further, the decision to accept or reject an application for reduction of Performance Guarantee shall be a unilateral decision made solely at the discretion of the Purchaser.
- 31.5. The validity of the Performance Guarantee shall be limited in time to the total Period of Performance of the Contract (i.e. Base Period plus any exercised options).

## **32. SECURITY**

- 32.1. This Clause supplements Clause 11 (Security) of the NCI Agency Contract General Provisions.
- 32.2. Contractor's personnel working at the Purchaser's facilities shall possess a valid security clearance up to the level of "NATO SECRET" so as to be able to have unescorted access to classified security areas where work will be performed.
- 32.3. Without prejudice to other Purchaser's rights, failure to comply with the requirements stated in Clause 32.2 above shall constitute grounds for Contract termination under the clause 39 "Termination For Default" of the NCI Agency Contract General Provisions and entitle the Purchaser to collect liquidated damages in case of delay as specified in Clause 16 above and Clause 38 of the NCI Agency Contract General Provisions.
- 32.4. Notwithstanding paragraph 32.3 above, if the Contractor fails to comply with the requirement stated in paragraph 32.2 of this Clause, the Purchaser may opt for providing escorts to allow Contractor's personnel to perform work in a classified area without being in possession of the prerequisite security clearance. In such cases, the Contractor agrees that the Purchaser shall be entitled to collect an

amount equivalent to € 800 per escort assigned to supervise Contractor's personnel and per day of escorting. This compensation shall be collected through the same mechanisms established in Clause 23 above for the case of liquidated damages.

- 32.5.** Contractor's staff members shall hold a valid passport and are required to maintain its validity for the duration of the contract.
- 32.6.** The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in NATO designated Security Areas. The Contractor shall be responsible for satisfying and obtaining from the appropriate NCI Agency Authorities the necessary clearance to introduce and utilize any such equipment into the facility.

### **33. SUPPLEMENTAL AGREEMENTS**

- 33.1.** The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by National Law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 39 (Termination For Default) of the NCI Agency Contract General Provisions.
- 33.2.** Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by National Law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

### **34. TOTAL SYSTEM PERFORMANCE RESPONSIBILITY AND COMPREHENSION**

- 34.1.** The Contractor warrants that it has read, understood and agreed to implement each and all terms, clauses, and conditions specified in the Contract and that its signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

- 34.2.** The Statement of Work (SOW) sets forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the Deliverables will meet the performance requirements of the said SOW.
- 34.3.** The Contractor hereby acknowledges that it has no right to assert against the Purchaser any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract that are based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 34.4.** Notwithstanding the "Changes" Clause (Clause 16 of the NCI Agency Contract General Provisions) or any other Clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid SOW which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

## **35. REACH CAPABILITY**

- 35.1.** The purpose of this clause is to define the conditions under which specific Purchaser provided REACH capability could be made available to the Contractor during the performance of this Contract.
- 35.2.** The provision of the REACH capability is not governed by the standard Clause 13 of the Contract General Provisions (Purchaser Furnished Property) but solely by the Service Level Agreement (SLA) in Annex H of the Contract Special Provisions.
- 35.3.** Should the Purchaser choose not to make the REACH capability available to the Contractor, or should the Purchaser not be able to meet the Service Level Agreement (SLA) related to the provision of the REACH capability as laid down in Annex H of the Contract Special Provisions, the Contractor shall not be entitled to claim an excusable delay nor any compensation.

## **36. THIRD PARTIES**

- 36.1.** The Contractor shall be aware of the possible need to work closely with and participate in meetings and reviews to be held jointly with third parties who perform work which contributes to, or is strongly related to, work conducted under this Project.

- 36.2.** The Contractor shall have no rights to raise claims, ask for delays, or interrupt the performance of the Contract on the basis of, or in connection with, its responsibilities to work/co-ordinate with third parties running work on or related to this Project.
- 36.3.** The above described effort is already included in the Total Firm Fixed price of this Contract and the Contractor shall have no recourse for additional costs or delays in the performance of this Contract on the basis of the above described effort.
- 36.4.** The Purchaser reserves the right to make technical documentation, even in draft version, delivered under this Project available to any third parties.

### **37. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES**

- 37.1.** The following set of documentation is part of the Contract:
- 37.1.1. Project Management Plan (PMP)
  - 37.1.2. Ramp-Up Stage Plan
  - 37.1.3. First Stage Execution Plan
  - 37.1.4. Programme Risk Management Plan
  - 37.1.5. Programme Support Plan
- 37.2.** This documentation because of the nature of the performance under the Contract will be subject to changes and revisions. The frequency and dynamics of these changes and revisions would make it unfeasible to ratify a new version of the documentation via a formal Contract amendment at the time it is produced and approved by the Purchaser. Consequently during the course of formal reviews the Purchaser Contracting Authority will evaluate any changed documentation and subject to the terms of the Contract validate its adequacy and, at its sole discretion provide for its approval in writing indicating which updated documentation is approved.
- 37.3.** Subject to the exception noted in paragraph 37.4 below, any formally Purchaser approved documentation shall be deemed as made part of the Contract and shall replace any existing previous version.
- 37.4.** The Purchaser is under no obligation to approve any proposed revised document except as in accordance with the terms of the present Contract. Rejection of any proposed changes shall not discharge the Contractor, in whole or in part, of its responsibility for the performance under the Contract.

- 37.5. Nothing in this Clause is to be construed as a waiver to any other obligation of the Contractor under the Contract.

**END OF CLAUSES**

**ANNEX A. KEY PERSONNEL**

The following Key Personnel shall be subject to the stipulations contained in Clause 21 (Key Personnel) of the Contract Special Provisions for the period of designation indicated below:

<b>Position</b>	<b>SOW Reference</b>	<b>Labour Category</b>	<b>Name</b>	<b>Designation Period</b>
Project Manager	3.3.2.1	<i>[To be inserted after Contract award]</i>	<i>[To be inserted after Contract award]</i>	EDC through Contract expiration date
Deputy Project Manager	3.3.2.2	<i>[To be inserted after Contract award]</i>	<i>[To be inserted after Contract award]</i>	EDC through Contract expiration date

*EDC: Effective Date of Contract*

**ANNEX B. NON DISCLOSURE DECLARATION**

To be signed by all Contractor personnel assigned under Contract CO-14171-PMIC.

I UNDERSTAND:

That I must preserve the security of all information which comes to my knowledge as a result of the Contract with the NCI Agency stated above and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person even within my own company, any classified/commercial-in confidence information gained by me as a result of my Contract with the NCI Agency, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency.

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

That, at the end of Contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorised to retain.

That if I violate prescribed security practices either intentionally or accidentally, my Contract shall be immediately terminated.

That the provisions of the above Declaration apply not only during the period of the referred Contract with the NCI Agency, but also after the stated Contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

That I commit to fulfil my obligations for the period of performance mentioned in the Contract Schedules and the Special Provisions of the Contract referred above (including the optional periods) unless major events beyond my reasonable control happen.

That should I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute (and in accordance with Clause 21 of the Contract Special Provisions (for Key Personnel)).

\_\_\_\_\_  
Full name (in block capitals)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ANNEX C. CONTRACTOR BACKGROUND IPR**

- a. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

Item	Description / IP Ownership	Indicate if COTS <sup>1</sup>

- b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor’s obligations under the Contract.
- c. The Contractor Background IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

<sup>1</sup> Indicate whether the IPR is applicable to a COTS product as defined in the Contract General Provisions.

**ANNEX D. SUBCONTRACTOR AND THIRD PARTY IPR**

- a. The Subcontractor and Third Party Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

Item	Description / IP Ownership	Indicate if COTS <sup>1</sup>

- b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor’s obligations under the Contract.
- c. The Subcontractor and Third Party Background IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

<sup>1</sup> Indicate whether the IPR is applicable to a COTS product as defined in the Contract General Provisions.

**ANNEX E. STANDBY LETTER OF CREDIT TEMPLATE**

Standby Letter of Credit Number:

Issue Date: \_\_\_\_\_

Beneficiary: NCI Agency, Financial Management Office  
Boulevard Leopold III, B-1110, Brussels  
Belgium

Expiry Date: \_\_\_\_\_

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of **€ 300,000.00 (Three Hundred Thousand Euro)**. We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-14171-PMIC dated \_\_\_\_\_.
2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:
  - a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn its Bid, or stated that it does not consider its Bid valid or agree to be bound by its Bid, or
  - b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or
  - c) The NCI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or
  - d) The NCI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on \_\_\_\_\_. All demands for payment must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.
5. We may terminate this letter of credit at any time upon sixty (60) calendar days' notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.
6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

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

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

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
8. Multiple drawings are allowed.
9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein

(except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

**ANNEX F. TASK ORDER FORM**

<b>CONTRACT CO-14171-PMIC</b>			
<b>1. Task Order Number:</b>		<b>2. Amendment</b>	
<b>3. Issuing Office:</b>	NATO Communications and Information Agency, HQ Brussels		
<b>4. Project Manager:</b>			
<b>7. Tasks</b>			
<b>8. Delivery Time and Period of Performance:</b>			
<b>9. Total Value of the Order: DDP Destination</b>		<b>10. Travel</b>	
<b>11. Total Cumulative Value of Task Orders Issued under the contract.</b>			
<b>12. Commitment No.:</b>			
<b>13. Project No.:</b>			
<b>14. Effective Date of Order:</b>			
<b>15. For The Contractor:</b>		<b>16. For the Purchaser:</b>	
17. Signature:		18. Signature:	
19. Printed Name and Title		20. Printed Name and Title	
21. Date		22. Date	

**ANNEX G. NCI AGENCY PER DIEM RATES AND KILOMETRIC ALLOWANCE 2016**

- Belgium: EUR 0.50
- The Netherlands: EUR 0.57

**AIR TRAVEL:****PER DIEM RATES**

- **EURO Countries (Full Daily Rates)**

<b>COUNTRY</b>	<b>EUR</b>	<b>COUNTRY</b>	<b>EUR</b>	<b>COUNTRY</b>	<b>EUR</b>
Afghanistan	184.00	France, Paris	234.00	Netherlands	209.00
Albania	181.00	Georgia	180.00	Poland	186.00
Andorra	134.00	Germany	210.00	Portugal	179.00
Armenia	149.00	Greece	185.00	Romania	177.00
Austria	184.00	Hungary	181.00	Russian Federation	293.00
Azerbaijan	223.00	Iceland	182.00	San Marino	169.00
Belgium	228.00	Ireland	193.00	Serbia	198.00
Bosnia and Herzegovina	140.00	Italy	240.00	Slovakia	166.00
Bulgaria	166.00	Latvia	159.00	Slovenia	186.00
Croatia	180.00	Lithuania	158.00	Spain	184.00
Cyprus	185.00	Luxembourg	210.00	The former Yugoslav	149.00
Czech Republic	180.00	Malta	150.00	Republic of Macedonia	
Estonia	162.00	Moldova	156.00	Turkey	157.00
Finland	224.00	Monaco	220.00	Ukraine	210.00
France, elsewhere	212.00	Montenegro	158.00	United Arab Emirates	252.00

- **NON - EURO Countries (Full Daily Rates)**

<b>COUNTRY</b>	<b>CURRENCY</b>	<b>AMOUNT</b>
UK, London	GBP	216.00
UK, Elsewhere	GBP	186.00
Norway	NOK	1,949.00
Denmark	DKK	1,782.00
Canada	CAD	304.00
USA, Washington	USD	361.00
USA, New York City	USD	409.00
USA, Elsewhere	USD	337.00
Sweden	SEK	2,477.00
Switzerland	CHF	322.00

## ANNEX H. SERVICE LEVEL AGREEMENT (SLA) FOR THE PROVISION OF REACH CAPABILITY

### 1. Introduction

- 1.1. NATO Communications and Information Agency (NCI Agency) via the NCI Agency REACH Service capability is offering a service to access a collaborative environment able to process, store and handle project deliverables, supporting documentation and other project related information up to and including NATO RESTRICTED.

### 2. Parties

- 2.1. This Service Level Agreement is only valid between the parties listed hereafter.
  - 2.1.1. Service Provider: NATO Communications and Information Agency (hereinafter referred to as “NCI Agency”)
  - 2.1.2. Service Sponsor: CUSTOMER PROJECT NAME (hereinafter referred to as “The Customer”)

### 3. Service period

- 3.1. **Start Date:** DATE (Hereinafter the Start Date is referred to as “Service Start”)
- 3.2. **End Date:** DATE (Hereinafter the End Date is referred to as “*Service End*”)
- 3.3. This SLA shall cover the period between Start Date and End Date. (Hereinafter this period is referred to as "*Service Period*")

### 4. Signatures

<p><b>For the Service Provider:</b>                  .....                  Name:                  Title: REACH Service Manager                  Date:</p>	<p><b>For the Service Sponsor:</b>                  .....                  Name:                  Title:                  Date:</p>
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### 5. References

- A. NC3A-RD-2780 – BLST Services Catalogue Edition 1.0 (19.05.2009).

**6. Funding**

- 6.1. All service charges for REACH service delivery to *The Customer* will be covered by the Project Service Costs (PSC) of **PROJECT NUMBER & ID**. The PM will assure availability of adequate funding for continuation of the REACH services to *The Customer* until project closure.

**7. Service Charges**

**7.1. Standard Charges**

- 7.1.1. NCI Agency is providing numbers of REACH systems: [TBD] (#), (Hereinafter this period is referred to as “*The Requested Number*”).

- 7.1.2. Total amount: [TBD]

- 7.1.3. The annual cost per REACH capability for duration of the *Service Period* is calculated at:

- 7.1.3.1. 2,000 Euro/year for a *Service Period* of three years
- 7.1.3.2. An optional cost of 3,000 Euro for delivery, identity management and mandatory training at customer location.

- 7.2. If *The Customer* terminates the Contract prior to the *Service End* and prior to the full payment of the total cost for the *Service Period*, *The Customer* will be charged a compensation fee of 1,000 Euro per REACH.

**7.3. Payment and Invoices**

- 7.3.1. NCI Agency will invoice *The Customer* as specified in the table below to the address indicated herein. Payment is due within 30 days of the date of invoice.

Invoice Dates	Amount	Description
Upon acceptance of Proposal/agreement	€ [TBD]	[TBD] REACH subscriptions for 3 years

Optional REACH Service	Description	Duration	Costs/Invoice Dates
Option No 1	Additional REACH capability	N/A	After 3 years subscription: 2,000 Euro/piece/year
Option No 2	Deployment of REACH capability at any European location	N/A	3,000 Euro

	different from the Hague (NLD) or Brussels (BEL)		
Option 3	Deployment of REACH capability at any location different from Europe	N/A	TBD

NCI Agency costs are not subject to VAT.

**8. Roles**

**8.1. Customer, points of contact:**

Organisation	Name, Position and Role	Address and Contact Information
POC		

**8.2. REACH Users**

REACH #	Organisation	Name, Position and Role	Address and Contact Information
User 1			
User x			

**8.3. NCI Agency:**

Points of contact	Name, contact information
Address	NCI Agency Oude Waalsdorperweg 61, 2591 AK The Hague The Netherlands
Project Manager	
Account Manager	
Service Owner	[TBD]
Service Level Manager	[TBD]
Incident Manager:	Mark Vandevenne Phone: +32 2 707 8767 Email: <a href="mailto:mark.vandevenne@ncia.nato.int">mark.vandevenne@ncia.nato.int</a>
Service Desk	[TBD]

**9. General Overview**

**9.1.** NCI Agency will deliver the REACH capability to support The Customer under this agreement.

**9.2.** This is a project between the NCI Agency and The Customer to establish the:

9.2.1. Provision of REACH capability for The Customer;

9.2.2. General levels of response, availability, and maintenance associated with the REACH capability;

9.2.3. Responsibilities of NCI Agency and the Customer.

## 10. Provided Capability

### 10.1. References

10.1.1. NCI Agency NC3A-RD-2780 – BLST Services Catalogue Edition 1.0 specifies in chapter 6.1 the Managed Desktop/Laptop Service and the definitions for such capability. The REACH capability refers to the BLST Managed Desktop/Laptop Service and offers:

10.1.1.1. REACH enabled Laptop including Microsoft Office 2013 Professional and the associated collaboration toolset (E-mail, Instant Messaging, Live meeting and Presence Awareness);

10.1.1.2. Access to the collaborative environment of the REACH community with the capability to communicate, store, and process information up to and including NATO RESTRICTED;

10.1.1.3. Remote Access at NR level via the NCI Agency Service Delivery REACH capability;

10.1.1.4. Support through NCI Agency Service Desk.

10.1.1.5. The following software and tools are provided through the REACH capability:

10.1.1.5.1. Microsoft Windows 7;

10.1.1.5.2. Microsoft Office 2013 Professional;

10.1.1.5.3. Lync 2013;

10.1.1.5.4. McAfee Anti-Virus protection;

10.1.1.5.5. Adobe Reader XI;

10.1.1.5.6. Cisco AnyConnect VPN Client;

10.1.1.5.7. NCI Agency Reach Compliance Check application;

### 10.2. Scope

10.2.1. The support level is specified as minimum Level 2 as defined in the BLST Services Catalogue chapter 2.2.

10.2.2. The availability of the REACH capability is 24/7 – the time to resolve issues is 24h during business weeks.

### 10.3. Aim

10.3.1. The REACH capability enables exchanges of information and collaboration up to and including NATO Restricted classification.

### 10.4. Limits

10.4.1. The use of the REACH capability requires a NATO Security clearance at NATO SECRET level.

10.4.2. The exchange and collaboration of information is provided through e-mail and Instant Messaging.

10.4.3. Direct printing capability is not provided, but can be arranged through an extension of this agreement requested by *The Customer*.

10.4.4. In case of any problems, which cannot be solved remotely from the NCI Agency Service Desk (The Hague, NLD), the equipment needs to be sent to *NCI Agency*, The Hague on *The Customer* expenses. Any damages resulting from inappropriate operation or operation in harsh environment or adverse weather conditions, as well as a loss of the system are not covered by the agreed charges and have to be compensated by *The Customer*.

10.4.5. A maximum of two users can be configured to share the REACH capability.

10.4.6. The Service provider grants one-time interchange of the user's rights during the usual period of Contract, which is three years.

### 10.5. Assumptions

10.5.1. The following assumptions apply to this project:

10.5.1.1. Any support by *NCI Agency* is clearly documented through this project description and the Managed Desktop/Laptop service description (ref. [1] chapter 6.1);

10.5.1.2. The REACH capability will be provided in accordance with the BLST Service Catalogue conditions (ref. [1] chapter 2 and chapter 4);

10.5.1.3. Security violations of the non-NCI Agency REACH users are investigated through their local security officers/managers applying NATO rules (CM (2002)49, NCI Agency AD3-2, and NCI Agency Service Delivery NR SECOPS).

- 10.5.1.4. Required changes to this project description and/or the provision of the REACH capability will be jointly assessed and the implementation agreed between the Parties. The implementation of changes may have an impact on the charges which will be handled through an update of this project description.
- 10.5.1.5. Management and scheduling of all *NCI Agency* activities related to the provision of the REACH capability will be conducted in accordance with the service description (ref. [1]).

## 11. Standards and Quality

- 11.1. *NCI Agency* applies PRINCE 2 methodology for project management and ITIL best practices for service management.

## 12. Roles and Responsibilities

- 12.1. The roles and responsibilities for the provision of the REACH capability are defined in Reference A, but summarized also herein:
  - 12.1.1. *The Customer* receives *The Requested Number* of REACH system terminals.
  - 12.1.2. *NCI Agency* provides the REACH capability and related services.
- 12.2. **NCI Agency's responsibilities**
  - 12.2.1. *NCI Agency's* responsibilities are:
    - 12.2.1.1. Provides the REACH capability including basic end-user training (1.5 hours duration) at the NCI Agency Service Delivery The Hague or Brussels site;
    - 12.2.1.2. Grants temporary use of REACH hardware and the software licences for the Contracted period;
    - 12.2.1.3. Meets response times associated with the priority assigned to incidents and change requests as stipulated in the Service Catalogue;
    - 12.2.1.4. Notifies *The Customer* about all scheduled maintenance through email;
    - 12.2.1.5. Communicates all issues with *The Customer*;

- 12.2.1.6. Implements the processes defined in this project description and in the NCI Agency BLST Service Catalogue to support the REACH capability;
- 12.2.1.7. Provides backup on portals and shred drives.

### **12.3. *The Customer Team Responsibilities***

12.3.1. *The Customer* has the following responsibilities and/or requirements:

- 12.3.1.1. Provides the internet access required for Remote Access via NCI Agency Service Delivery REACH;
- 12.3.1.2. Backup of files and data of the REACH on NR accredited media on an authorized Removable Storage Device provided by service provider;
- 12.3.1.3. Provides a NATO security clearance for up to and including NATO SECRET for the personnel using the REACH capability. It is the responsibility of the REACH capability user to ensure that the Service Provider has a valid and registered Security Clearance during the service period. If the user fails to provide a valid Security Clearance, the user account will automatically be disabled on the recorded expiration date on the registered Security Clearance;
- 12.3.1.4. Provides the contact details of the local Security Officer/Manager and the commitment to apply NATO rules as defined in CM(2002)49, NCI Agency AD3-2, and NCI Agency NR SECOPS for the investigation;
- 12.3.1.5. Signs and implements the NR SECOPS;
- 12.3.1.6. Returns the equipment at the end of the project at its expenses to NCI Agency Service Desk.

### **13. Hours of Coverage, Response Times & Escalation**

- 13.1. NCI Agency Service Desk operates from 07:00 - 19:00 CET (Mon-Thursday) and 07:00 - 16:30 CET (Friday) and in accordance with the corresponding SLA of the NCI Agency Internet Service Provider. Support outside the normal business hours as defined above is not provided. In no event will *NCI Agency* be liable for damages of any kind arising out of or in connection with the use of the REACH.

## 14. Incidents

- 14.1. Any incidents (Problems/issues) need to be reported either by email to [servicedesk@ncia.nato.int](mailto:servicedesk@ncia.nato.int) or by phone to +31703743320.
- 14.2. *Response to Incidents:*
  - 14.2.1. *NCI Agency* will assess the incident, identify criticality and respond to *The Customer* within one business day.
- 14.3. *Prioritization:*
  - 14.3.1. Any prioritization with respect to time and effort for the incidents, which cannot be resolved immediately, will be discussed with *The Customer*.
- 14.4. *Resolution of disagreements:*
  - 14.4.1. In case of disagreements, all disputes shall be resolved by consultation between the Parties and shall not be referred to any national or international tribunal or other third party for settlement.

## 15. Changes

- 15.1. For any changes of the REACH capability which will be required to be made during the use of the REACH capability, *NCI Agency* will inform *The Customer* one week prior to the event and inform about the required consequences.
- 15.2. Any changes concerning the elements provided by *The Customer* need to be communicated to the POC Service Owner as per 8.3 above one week prior to the event.

## 16. Maintenance

- 16.1. Use of the REACH capability and/or related components require regularly scheduled maintenance (“Maintenance Window”) performed by *NCI Agency*. These activities will render systems and/or applications unavailable for normal user interaction as communicated via email.

## 17. Reporting, Reviewing and Auditing

- 17.1. A report will be provided every three months on the availability of the system and issues during these three months, including the feedback from *The Customer*.

## 18. Associated Policies, Processes and Procedures

- 18.1. All related policies, processes and procedures are defined in BLST Services Catalogue (ref. [1]).

## 19. Duration, Termination

- 19.1. The REACH capability will be provided for *The Service Period*.
- 19.2. If the *NCI Agency* discontinues the REACH capability for any reason, it will notify such termination with three (3) months written notice.
- 19.3. *The Customer* may terminate this agreement with three (3) months written notice. Charges for early termination may apply.
- 19.4. For a one year subscription *The Customer* may terminate this agreement with no refund.
- 19.5. The hardware must be returned to the NCI Agency Service Desk. It is recommended to request a receipt from the NCI Agency Service Desk upon returning the hardware.