

Acquisition Directorate

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NCIA/ACQ/2016/1136

17 May 2016

To : Distribution List

Subject : **Invitation for Bid
Provision of Functional Services for Command and Control of Maritime
Operations (TRITON), Increment 1
IFB-CO-13859-TRITON**

Reference(s) : A. AC/4-D/2261 (1996 Edition)
B. AC/4-D(2008)0002-REV1 and AC/4-D(2009)0002
C. NSIP Project Serial 2011/OIS03081
D. C-M(2002)49
E. AC/4(PP)D/26970-ADD3
F. AC/4-DS(2016)0005
G. NCI Agency NOI NCIA/ACQ/ASG/2014/6288, dated 24 Sep 2014
H. NCI Agency NOI AMD 1 NCIA/ACQ/ASG/2015/1499, dated 29 Sep 2015

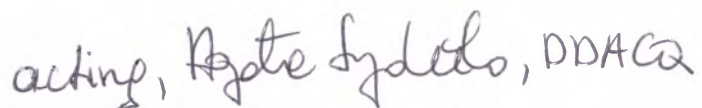
Dear Sir, Madam,

1. Your firm is hereby invited to participate in an International Competitive Bid under the Best Value procedures set forth in Ref A and B for the Provision of Functional Services for Command and Control of Maritime Operations (TRITON), Increment 1 (Ref. C).
2. The scope of this project is to deliver services providing the users with Maritime Situational Awareness (MSA) and C2 capabilities by replacing the current operational-level functionality provided by legacy systems. The full requirements of the project are described in the Prospective Contract (Book II), part of this Invitation for Bid (IFB) package.
3. The NCI Agency intends to place one contract to cover the entire scope of the project. No partial bidding will be allowed.
4. Contract award will be based on the proposal evaluated as the Best Value in accordance with the selection criteria set forth in the Bidding Instructions (Book I) which follow the procedures for International Competitive Bidding set forth in Ref. A and B.
5. The reference for this IFB is IFB-CO-13859-TRITON, and all correspondence concerning it shall reference this number.
6. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS IFB IS 12:00 HOURS (BRUSSELS TIME) ON 11 AUGUST 2016.**
7. This IFB consists of the Bidding Instructions, including Administrative Certificates and Bidding Sheets (Book I) and the Prospective Contract (Book II). The Prospective

Contract contains the Schedules of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III), as well as the Statement of Work including its Annexes (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the contract.

8. The overall security classification of this IFB is "NATO UNCLASSIFIED". This IFB remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
9. The successful Bidder will be required to handle and store classified information up to the level of "NATO SECRET". In addition, Contractor's personnel working on NATO sites will be required to hold individual security clearances of "NATO SECRET". Contractor's personnel will be required to work unescorted in Class II and Class I Security areas and therefore, in accordance with paragraph 8(b) of Ref. D, access can only be permitted to cleared individuals. Only companies maintaining such cleared industrial facilities and the appropriate personnel clearances will be able to perform the resulting contract.
10. Bidders have the right to request IFB clarifications as outlined in section 2.6 of the Bidding Instructions (Book I). All requests for clarification will be dealt with strictly in accordance with the procedures at Ref. A.
11. Recipients are requested to complete and return the enclosed "Acknowledgement of Receipt" at Attachment A within 14 days of receipt of this IFB, informing the NCI Agency of their intention to bid or not to bid. Firms are not bound by their initial decision, and should a firm decide to reverse its stated intention at a later date, it is requested to advise the NCI Agency by separate letter.
12. Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
13. The point of contact for all information concerning this IFB is Ms Katharina Schwarz, Senior Contracting Officer, who can be reached by phone at +32 (0)2 707 8591 or by email at katharina.schwarz@ncia.nato.int

FOR THE GENERAL MANAGER



Peter Scaruppe
Director of Acquisition

Attachments:

- A) Acknowledgement of Receipt of IFB-CO-13859-TRITON
- B) IFB-CO-13859-TRITON

Distribution List
IFB-CO-13859-TRITON

All Nominated Prospective Bidders 1

NATO Delegations (Attn: Infrastructure Adviser):

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



France	1
Germany	1
Greece	1
Hungary	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States (electronic copy to brussels.office.box@mail.doc.gov)	1

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DAS IO – Ms S. Aker	1
NSIP Liaison Office – Mr C. Ulsh	1
Legal Office	1
Registry	1

NATEXs

All NATEXs	1
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ATTACHMENT A

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID
IFB-CO-13859-TRITON**

*Please complete, sign, and return by email (scanned to pdf) within 14 days to
katharina.schwarz@ncia.nato.int.*

We hereby advise that we have received the Invitation for Bid IFB-CO-13859-TRITON on
....., together with all enclosures listed in its Table of Contents.

PLEASE CHECK ONE:

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

INVITATION FOR BID

IFB-CO-13859-TRITON

**PROVISION OF FUNCTIONAL SERVICES FOR
COMMAND AND CONTROL OF MARITIME OPERATIONS
(TRITON)**

INCREMENT 1

PROJECT SERIAL 2011/0IS03081



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 for the provision of Maritime Information Services to support Command and Control and Maritime Situational Awareness.
- 1.1.2. This project is identified as Project 2011/OIS03081 and originates from the Bi-Strategic Command Capability Package 9C0107 “Functional Services for Command & Control of Operations”.
- 1.1.3. Project TRITON is the name given to all implementation activities associated with the delivery of services in support of Maritime Command and Control contained within CP 9C0107.

1.2. Scope

- 1.2.1. As specified in Clause 4 (“Scope of Work”) of the Contract Special Provisions, the complete TRITON capability is expected to be developed and delivered following an “Incremental Development with Multiple Deliveries Approach” which comprises of four Build Processes. Each Build Process will contribute to an integral, usable and operationally-fielded capability.
- 1.2.2. The scope of this IFB is for services to provide the users with Maritime Situational Awareness (MSA) to replace the existing MSA Demonstrator Prototype (MSA/BRITE) as well as to provide for a replacement of the legacy Maritime Command and Control Information System (MCCIS) functionality at the NATO operational headquarters. It will also provide a foundation to build on for future increments.
- 1.2.3. The key capabilities to be provided through this delivery are:
 - Replacement of MCCIS functionality that supports operational-level Maritime C2, Maritime Situational Awareness, and Recognized Maritime Picture (RMP)
 - Replacement of Maritime Situational Awareness functionality currently supported by the MSA/BRITE
 - RMP Management
 - The Water Space Management and Prevention of Mutual Interference (WSM/PMI) segment of Maritime Operational Planning
 - Interoperability with other relevant NATO C2 systems
 - Utilising information received from National maritime C2 systems and commercial maritime services to build the RMP
- 1.2.4. The capabilities delivered under Project TRITON will be the primary source of the NATO RMP. TRITON will be required for use in peacetime, exercises, and times of crisis (operations) throughout the static and deployed environments in the NATO Command Structure (NCS) to provide commanders with the required level of maritime information in order to make informed operational decisions.
- 1.2.5. These maritime services will be accessible to all NATO Command Structure headquarters and centres, as well as to the NCI Agency, and NATO CIS Training Centres.

- 1.2.6. This project will be limited to the provision of the software application set only, with the exception of Deployable Kits necessary to support the NATO Standing Naval Forces. Otherwise it is assumed that the required infrastructure services to host and support TRITON will be provided by the CP 9C0150 Bi-SC AIS infrastructure projects for the static commands.
- 1.2.7. The TRITON Infrastructure will utilise NATO Core Enterprise Services and Information and Integration Services wherever possible. The application framework will provide Service Oriented Architecture (SOA) to adopt services to the Federated Mission Network (FMN) concept.
- 1.2.8. The project will also provide a C4ISR Visualisation Component as a re-usable software package. This component will be used by other Bi-SC AIS Functional Services to provide a standardised map and object visualisation capability.
- 1.2.9. TRITON Increment 1 is set up as a series of Work Packages, the successful performance of which constitutes the entirety of the scope of the prospective contract resulting from this IFB.
- 1.2.10. It is envisioned that subject to successful delivery and Purchaser's acceptance of each preceding increment and authorization by the NATO Infrastructure Committee on scope and price for each subsequent increment, the selected Contractor could be retained for any of the subsequent increments.
- 1.2.11. Notwithstanding the intention to have the whole project executed by one common integration Contractor, the Purchaser reserves the right to refrain from proceeding with any further increment.
- 1.2.12. The services delivered by the TRITON Increment 1 Project will cover a subset of overall capabilities and provide a foundation to build on for future Increments.
- 1.2.13. Increment 2 will focus on Operational Planning, Execution and Naval Mine Warfare Planning, Execution and Evaluation.

1.3. Overview of the Prospective Contract

- 1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the first increment of the TRITON capability. This will be achieved within the framework of the Contract resulting from this IFB by means of performance, in some cases concurrent performance, of Contract Work Packages (WP) further defined in the SOW and summarized hereinafter as follows:

- WP 1: Project Management

This WP covers all project Management effort required to perform all Work Packages under the Contract until its termination.

- WP 2: Systems Engineering Services

This WP provides the system-level requirements analysis and architectural design to serve as the basis for all Build Processes and to implement, verify, deliver and validate the Product Baselines in accordance with the TRITON System Requirements Specification (SRS).

- WP 3.1: Build Process 1 - TRITON-NS (Pilot)

This WP develops TRITON-NS as the pilot system having minimum maritime C2 capabilities and delivers it by following all formal verification and acceptance processes.

- WP 3.2: Build Process 2 - TRITON-NU (Full)

This WP develops TRITON-NU with full capability using the same foundation of Build Process 1 and delivers it as a fully operational Baseline.

- WP 3.3: Build Process 3 TRITON-NS (Full)

This WP develops TRITON-NS for the remaining capabilities and delivers it as a fully operational Baseline.

- WP 3.4: Build Process 4

This WP develops TRITON-ACP Capability by manufacturing Deployable Kits and adopting the TRITON-NS and NU as the operational software.

- WP 4: Provision of Visualisation Component

This WP develops the C4ISR Visualisation Component as a re-usable software component, including its sub-components, for delivery in increments to TRITON and other projects.

- WP 5: System Transition

This WP plans and executes the System Transition process for each Baseline, including installation and activation of the TRITON Capability as well as provision of initial training.

- WP 6: System Support and Maintenance

To provide system support and software maintenance to the delivered Baselines and hardware during the operational test and evaluation period.

- WP 7: Support to Operational Testing and Evaluation

This WP provides operating support during the operational test and evaluation period for Purchaser-conducted exercises, demonstrations or experiments.

- WP 8: Support to Transition from Legacy Systems

This WP provides technical support to the Purchaser in transitioning from the existing MCCIS and MSA/BRITE to the TRITON Capability within both NATO Maritime User Community and NATO Nations.

- WP 9: COTS Software Provision

This evaluated optional WP provides contingency resource for procurement of COTS Software if activated through signature of a Contract Amendment. It is currently envisaged that the NCI Agency's IT Modernization (ITM) Project will provide COTS Software required for all installation locations. In case other software or licenses are needed to operate TRITON properly, the Purchaser will activate this WP and the Contractor will provide the procurement and delivery.

- WP 10: 5-Year Maintenance and Support

Following deployment and hand-over to NATO, the Purchaser may elect to execute this optional work package for system maintenance and support to be

provided by the Contractor. This is an evaluated contract option meaning that it will be evaluated and scored as part of the source selection process following this IFB. Maintenance of TRITON Operational Software and C4ISR Visualisation Component will be managed separately.

- WP 11: Support to Preparations for the Next Increment

This non-evaluated optional WP contains activities to support the Purchaser for preparation of the requirements associated with the follow on increment of Project TRITON, and will be exercised following separate authorisation by the NATO Investment Committee.

- 1.3.2. 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 Invitation for Bid 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 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-REV1 dated 27 April 2009 and AC/4(2008)0002-REV2 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 Invitation for Bid will not be the subject of 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. 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 NATO General Communications Services (NGCS) Programme Management and Integration Capability (PMIC) 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. Such evidence shall be presented in accordance with the prescriptions of paragraph 3.4.2.2 and shall be subject to the administrative evaluation detailed in paragraph 4.4.1.4.

1.5. Security

- 1.5.1. This Invitation for Bid has been classified as NATO UNCLASSIFIED.
- 1.5.2. Contractor will be required to handle and store classified material to the level of “NATO SECRET” and the Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should a Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor can the lack of clearance 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. 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.
- 1.5.4. 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 may be liable for forfeiture of the Bid Guarantee.
- 1.5.5. 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 and reference documents are provided “as is, without any warranty” as to quality or accuracy.

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 entitled “Definitions” of the NCIO General Contract Provisions (Part III), the following terms and acronyms, as used in this Invitation for Bid 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”: an eligible 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. “IFB”: Invitation for Bid
- 2.1.1.6. “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.
- 2.1.1.7. “Purchaser”: The Purchaser is defined as the current NCI Agency or its legal successor.
- 2.1.1.8. “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II)

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. As stated in paragraph 1.4.2 above, 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 on 11 August 2016** (Brussels Local Time), 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:
NCI Agency
ACQ/ASG (ATTN: Ms Katharina Schwarz)
Avenue du Bourget 140
1110 Brussels, Belgium
 - 2.3.2.2. Hand Carried Service or courier:
NCI Agency
ACQ/ASG (ATTN: Ms Katharina Schwarz)
Bâtiment Z
Avenue du Bourget 140
B-1110 Brussels, Belgium
- 2.3.3. Bids submitted by electronic means 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 III of this Book I.
- 2.3.4. Bidders are advised that security or other personnel remaining on the premises outside of normal business hours will 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.
- 2.3.5. Late Bids

- 2.3.5.1. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.
- 2.3.5.2. 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 Invitation for Bid, 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 bid closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser point of contact indicated in paragraph 2.5.1 below. Any request for extension by a NATO Delegation or Embassy shall reach the Purchaser **no later than fourteen (14) calendar days** prior to the established Bid Closing Date. The Purchaser is under no obligation to answer requests submitted after this time.

2.5. Purchaser's Point of Contact

- 2.5.1. The Purchaser point of contact for all information concerning this Invitation for Bid is:
- Ms Katharina Schwarz, Senior Contracting Officer
Acquisition
Tel: +32 (02) 707 8591
Fax: +32 (02) 707 8770
E-mail: katharina.schwarz@ncia.nato.int

- 2.5.2. All correspondence related to the IFB will be forwarded to:

NCI Agency
Avenue du Bourget 140
1110 Brussels, Belgium
Acquisition
Attn: Ms. Katharina Schwarz (contact details stated 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 query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2. All questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at ANNEX E of this Book I. Such questions shall be forwarded to the point of contact specified in paragraph 2.5.1 above and shall be received **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 for any given area, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraph 2.6.3 below.
- 2.6.3. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.4. 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 means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5. 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 2.6.4.
- 2.6.6. 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.
- 2.6.7. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation and may be considered by the Purchaser as grounds for a determination of non-compliance.
- 2.6.8. Except as provided above, all questions will be answered by the Purchaser and the questions and answers 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.

- 2.6.9. 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 issuing a formal IFB amendment in accordance with paragraph 2.8 below.
- 2.6.10. 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).
- 2.6.11. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his 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 above. 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/or 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 Bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or be an independent action on the part of the Purchaser.
- 2.8.2. The Purchaser will consider the potential impact of amendments on the ability of prospective 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.
- 2.8.3. All revision 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 B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

2.9. Modification and Withdrawal of Bids

- 2.9.1. 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.
- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. 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.
- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

- 2.10.1. 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 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in 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.
- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
 - 2.10.4.1. 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
 - 2.10.4.2. 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.

- 2.10.5. 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.

2.11. Bid Guarantee

- 2.11.1. The Bidder shall furnish with his 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 2.10.1. The Bid Guarantee shall be in the form of 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.
- 2.11.2. "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,
- 2.11.3. A format substantially similar to the one set in Book I Annex C shall be used by the issuing financial institution to create a Standby Letter of Credit acceptable to the Purchaser.
- 2.11.4. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date.
- 2.11.5. 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.
- 2.11.6. 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.
- 2.11.7. 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.
- 2.11.8. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.8.1. The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the compliant bid determined to represent the best value, withdraws his Bid, or states that he does not consider his bid valid or agree to be bound by his bid, or

- 2.11.8.2. 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 Invitation for Bid.
- 2.11.8.3. 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 at the date of Contract signature,
- 2.11.8.4. 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 within the time frame required.
- 2.11.9. Bid Guarantees will be returned to Bidders as follows:
 - 2.11.9.1. 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 upon request forty-five (45) days after a final determination of non-compliance);
 - 2.11.9.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.9.3. 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.
 - 2.11.9.4. Pursuant to paragraph 2.10.4.2 above.

2.12. Cancellation of Invitation for Bid

- 2.12.1. 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 in response to this IFB.

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>) to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14. Supplemental Agreements

- 2.14.1. Bidders are required, in accordance with the certificate at B-7 of these Instructions to Bidders, 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 cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions 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. The technical scope of this Contract includes the design and implementation of a C4ISR Visualisation object which will be procured as a stand-alone and self-sufficient software package which the Purchaser intends to reuse in other NATO projects.
- 2.15.2. All Contract deliverables pertaining to the visualisation component are grouped into a separate Contract Work Package 4, and Bidders are to note that all deliverables of CLIN 4 are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.
- 2.15.3. Bidders are instructed to review Clauses 8 and 27 of the Contract Special Provisions and Clause 30 of the Contract General Provisions set forth in Parts II and III of Book II herein. These Clauses set forth the definitions as well as the 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.
- 2.15.4. Bidders are required to disclose for deliverables pertaining to all Contract Work Packages and in accordance with Annexes B-10, B-11, and B-12, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.5. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in the provisions of the Book II prospective Contract concerning use or dissemination of such Intellectual Property.
- 2.15.6. Bidders are informed that any restriction on use or dissemination of Intellectual Property that conflicts with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract, shall render the bid non-compliant.

2.16. Mandatory Quality Assurance and Quality Control Standards

- 2.16.1. Bidders are requested to note that, in accordance with the Certificate at B-8 to this Book I – Bidding Instructions, Bidders shall provide documentary evidence that the Bidder possesses a current certification that it is compliant with the

requirements of Allied Quality Assurance Publication 2110, ISO 9001:2008 or an equivalent QA/QC regime.

- 2.16.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation as well as extended to its relationships with sub-contractors.
- 2.16.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2008, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Package.
- 2.16.4. Failure to execute this certificate or to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted bid.

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. Furthermore, Bidders shall clearly illustrate the technology/functionalities, processes and procedures being proposed and their level of maturity in relation to the requirements to be satisfied as expressed in the System Requirement Specifications (SRS) and the Statement of Work (SOW). To this extent, the statements and illustrations made by the Bidders in their technical submission shall be demonstrated during the formal demonstration described at paragraph 3.6.3.12 which is part of the technical evaluation as described in paragraph 4.3.1.2.
- 3.1.3. Bidders are informed that the quality, completeness, 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 submitted. 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/or 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, text documents in MS Word).
- 3.1.7. All documentation submitted as part of the Bid shall be "NATO UNCLASSIFIED".

3.2. Bid Package Content

- 3.2.1. The complete Bid shall consist of three distinct and separated modules 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. Module 1 - Bid Administration Package, containing one (1) hard copy and one (1) soft copy of the documents specified in paragraph 3.4 below.

- 3.2.3. Module 2 - Price Quotation, containing one (1) paper copy and two (2) (CD ROMs or DVDs) soft copies of the Price Quotation in MS Excel format which can be manipulated i.e. not an image and be the full and complete price proposal including the CLIN Price Breakdown sheets, specified in paragraph 3.5.
- 3.2.4. Module 3 - Technical Proposal Package composed of the further four 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 - The Executive Summary, as described in paragraph 3.6.2 below, in two (2) hard copies and two (2) soft copies.
- 3.2.4.2. Part 2 - The Engineering Proposal, as specified in paragraph 3.6.2.3 below, in two (2) hard copies and two (2) soft copies.
- 3.2.4.3. Part 3 - The Management Proposal, as specified in paragraph 3.6.3 below, in two (2) hard copies and two (2) soft copies.
- 3.2.4.4. Part 4 - The Supportability Proposal, as specified in paragraph 3.6.5, in two (2) hard copies and two (2) soft copies.
- 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-13859-TRITON
 - BOX X of Y (1 of 3, 2 of 3, etc)
 - NOTIFY Ms Katharina Schwarz (X8591) 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-13859-TRITON”; and the appropriate package marking (i.e. Module 1 Administration Documentation, Module 2 Price Proposal, etc.)
- 3.4. Module 1 – Bid Administration Package**
- 3.4.1. The Bid Administration Package shall include the original of the Bid Guarantee required by paragraph 2.11 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:

- B-1 Certificate of Legal Name of Bidder
- B-2 Acknowledgement of Receipt of IFB Amendments
- B-3 Certificate of Independent Determination
- B-4 Certificate of Bid Validity
- B-5 Certificate of Exclusion of Taxes, Duties and Charges
- B-6 Comprehension and Acceptance of Contract Special and General Provisions
- B-7 Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements with the prospective text of such Agreements, as applicable.
- B-8 Certificate of Compliance AQAP or ISO 9001:2008 or Equivalent with a copy of the relevant quality certification attached to it.
- B-9 List of Prospective Sub-Contractors
- B-10 Bidder Background IPR – refer to prescriptions in paragraph 2.15
- B-11 List of Subcontractor IPR – refer to prescriptions in paragraph 2.15
- B-12 List of Third Party IPR and associated copies of license agreements for each Third Party – refer to prescriptions in paragraph 2.15 IPR.
- B-13 Certificate of Origin of Equipment, Services, and Intellectual Property
- B-14 List of Proposed Key Personnel
- B-15 Certificate of Price Ceiling
- B-16 Disclosure of Conflict of Interest

3.4.2.1. In accordance with paragraph 3.2.2, the administrative package shall include a hard copy and a CD-ROM (or DVD) containing an electronic version of the documentation stated in paragraph 3.4.2 above.

3.4.2.2. Documentation Disclosure of Conflict of Interest

3.4.2.2.1. A Conflict of Interest means that because of other activities or relationships with other persons or entities, a Bidder is unable or potentially unable to render impartial assistance or advice to the Purchaser or the Bidder's objectivity in performing the prospective Contract is or might be otherwise impaired, or the Bidder has an unfair competitive advantage.

3.4.2.2.2. In compliance with paragraph 1.4.6, Bidders shall identify all business relationships with the PMIC Contractor or Bidder including but not limited to those resulting from ownership, share of assets, strategic business agreements regardless of their nature or financial magnitude, of which the Bidder is knowledgeable at the time of bid submission. If any of such relationships could constitute a real or apparent conflict of interest, or could otherwise, in any manner or form, influence or appear to influence the capacity of the Bidder to render unbiased service, Bidders shall submit a plan for the mitigation of the conflict detailing the measures the Bidder has or proposes to put in place for the purpose of preventing unfair advantage in relation to the performance associated with the prospective Contract.

3.4.2.2.3. It is the responsibility of the Bidder to ensure that his proposed Sub-Contractors are not subject to the PMIC Exclusion Clause.

- 3.4.2.2.4. If no conflict of interest exists, Bidders shall include a declaration to that extent signed by the individual entitled to commit the company to such statement.
- 3.4.2.3. No indication 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. Module 2 – Price Quotation

- 3.5.1. The authorised scope for this project and consequently that of any Contract resulting from this IFB is that encompassed by the requirements illustrated in Contract Work Packages 1 through 8, i.e. CLINs 1 through 8 and 12. Because of the nature of some of the activities associated with this project and their inherent uncertainty, the Purchaser acknowledges that the execution and the performance schedule of Contract Work Packages 9, 10, and 11 cannot be accurately determined in advance.
 - 3.5.1.1. Therefore, the Purchaser has elected to include them in the form of options in any Contract resulting from this IFB. The performance of tasks and delivery of deliverables associated with these optional Work Packages are subject to the unilateral exercise of the option(s) by the Purchaser. No obligation for the parties will arise until such formal exercise has been performed.
 - 3.5.1.2. Bidders are informed that the total bid price for this Contract shall not exceed a total amount of € **22,683,750**. This total price is the sum of CLINs 1 through 8 and 12. Bids submitted in excess of this figure will be determined to be non-compliant and eliminated from further consideration.
- 3.5.2. Package Contents
 - 3.5.2.1. The Price envelope shall contain the following documentation and media:
 - 3.5.2.1.1. Annex A-1 “Bidding Sheets” and, as an annex, the complete set of sheets contained in the electronic file with the following name issued as part of this IFB:
03-IFB-CO-13859-TRITON-Book I-Annex A-Bidding_Sheets.xls
 - 3.5.2.1.2. Two (2) CD-ROMs or DVDs each containing an electronic version in MS Excel of the documentation stated in paragraph 3.5.2.1.1 above.
- 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 referred in paragraph 3.5.2.1.1 above, in strict compliance with the prescriptions specified in 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 including but not limited to 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 all required items** in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.
- 3.5.3.6. Bidders shall furnish Firm Fixed Prices for all Work Packages and associated CLINs, as defined in the SOW. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for Work Packages 1 through 10 and corresponding to CLINs 1 through 10, and 12. The Contract will be awarded for all Work Packages, with Work Packages 1 through 8 being the basic contract and the work defined for Work Package 9 through 11 being included as Firm Fixed Price options to the Contract. These options may be exercised at the sole discretion of the Purchaser as described in Book II General and Special Provisions. 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.
- 3.5.3.7. 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 his 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 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. 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.
- 3.5.3.14. All prices bid shall be clearly traceable in the detailed bidding sheets.
- 3.5.3.15. 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.
- 3.5.3.16. 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.

3.6. Module 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. To facilitate bidding and the subsequent evaluation of the Bidder's response to the various sections of the

Statement of Work (including all Annexes), bids shall be organized and submitted in an Executive Summary and three (3) separate volumes as follows:

3.6.2. Executive Summary

3.6.2.1. Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary.

3.6.2.2. This summary shall provide a general description of the major points contained in each of the required sections of the technical proposal and shall demonstrate the depth of the Bidder's understanding of the project, implementation environment and the problems and risks of project implementation. The Bidder shall highlight the strengths of their proposal, also in terms of minimising potential problems and reducing risks while meeting the overall schedule. The Bidder shall further highlight the key points of the technical approach and solution that he believes deserve recognition under a Best Value evaluation scheme. This summary shall not exceed 15 pages.

3.6.2.3. Bidders shall explicitly state in the Executive Summary that, should their firm be selected and awarded the Contract resulting from this IFB, the delivered products and services shall comply with the requirements of the Statement of Work (including all Annexes).

3.6.3. Part 1 - Engineering Proposal

3.6.3.1. This part covers the engineering activity of project TRITON from analysis and design through to delivery, testing, implementation, transition and acceptance.

3.6.3.2. Table of Contents

3.6.3.2.1. Bidders shall compile a detailed 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. Heading, section and subsection titles should be appropriately descriptive in order to permit the Purchaser's bid evaluation team to locate relevant material expeditiously.

3.6.3.3. In order to demonstrate how the Bidder plans to approach the overall Engineering requirement of project TRITON, the Bidder shall submit the following documents as part of the Engineering Proposal Package:

- Proposed System Requirements Specification (SRS) Changes
- Draft System Design Specification (SDS), including Requirements Traceability Matrix (RTM)
- Draft System Security Design Specification (SSDS)
- Draft Software Architecture Description (SAD)
- Draft System Development Plan (SDP), including Requirements Implementation Schedule (RIS)
- Draft Test Management Plan (TMP)
- Draft System Transition Plan (STrP)
- Technical Demonstration documentation, including any applicable user manuals

- 3.6.3.4. “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.
- 3.6.3.5. Proposed System Requirements Specification (SRS) Changes
 - 3.6.3.5.1. The Bidder shall provide all proposed changes to the SRS in the form of one or more Change Requests, as specified in Section 4.7.8 of the of the SOW of the Prospective Contract (Book II, Part IV) hereafter referred to as the SOW at the time of the Bid. These should describe changes regarding requirements applicable to the TRITON capability.
 - 3.6.3.5.2. The Bidder shall detail its justification for the requested SRS changes as described in the SOW section 4.7, including its impact on schedule and performance.
- 3.6.3.6. Draft System Design Specification (SDS)
 - 3.6.3.6.1. The Bidder shall provide a draft SDS in accordance with the requirements for the SDS described in paragraph 4.9.2 of the SOW, describing its technical solution regarding requirements applicable to the TRITON capability. The Bidder shall detail its approach and the maturity of and technological risk mitigation related to its solution.
 - 3.6.3.6.2. The SDS should also identify any supporting models.
 - 3.6.3.6.3. The Bidder shall provide as an Annex to the proposed SDS a Requirement Traceability Matrix (RTM), as defined in paragraph 4.9.2.16 of the SOW. The RTM shall relate the SRS requirements to the system elements and the Test Management Plan.
- 3.6.3.7. Draft System Security Design Specification (SSDS)
 - 3.6.3.7.1. The Bidder shall provide a high-level SSDS, as defined in paragraph 4.9.2.12 of the SOW.
- 3.6.3.8. Draft Software Architecture Description (SAD)
 - 3.6.3.8.1. The Bidder shall provide a high-level SAD, as defined in paragraph 4.10.2.5.5 of the SOW.
- 3.6.3.9. Draft System Development Plan (SDP)
 - 3.6.3.9.1. The Bidder shall provide a Draft SDP in accordance with the requirements for the SDP described in paragraph 4.6 of the SOW.
 - 3.6.3.9.2. The Bidder shall provide as an annex to the proposed SDP a Requirements Implementation Schedule (RIS). For all requirements marked as “Bidding Time” the Bidder shall present their current implementation during the Technical Demonstration. The Bidder shall also indicate the requirements which are or will be satisfied by items subject to Contractor Background or Third Party IPR. Roadmaps of such items shall be provided to support this assessment. The RIS shall be a completed copy of the tables provided by the Purchaser in ANNEX D in MS Excel format.
 - 3.6.3.9.3. The Bidder shall provide as an annex to the proposed SDP a draft Usability Engineering Plan (UEP), as defined in paragraph 4.6.4 of the SOW.

- 3.6.3.9.4. The Bidder is not required to provide a draft Security Accreditation Plan (SAP), as defined for SDP in the SOW.
- 3.6.3.10. Draft Test Management Plan (TMP)
 - 3.6.3.10.1. The Bidder shall provide a draft TMP as described in paragraph 4.12.2 of the SOW.
 - 3.6.3.10.2. The Bidder is not required to provide a draft Security Test and Verification Plan (STVP) and System Validation Plan (SVP).
- 3.6.3.11. Draft System Transition Plan (STrP)
 - 3.6.3.11.1. The Bidder shall provide a draft STrP, as described in SOW 4.13.2, including generic information and empty forms. The plan should provide a realistic approach for system transition activities that reflects the Bidder's experience with installation and activation activities.
 - 3.6.3.11.2. The SIP should include a draft of generic Site Survey Workbook as defined in paragraph 4.13.2.7 of the SOW.
- 3.6.3.12. Technical Demonstration
 - 3.6.3.12.1. The Bidder is expected to offer a software package, to be used as a foundation of the TRITON software development. Therefore, the Bidders shall demonstrate the functional capabilities of their proposed solutions during the Technical Demonstration using a Bidder Demonstration System (BDS).
 - 3.6.3.12.2. The purpose of the Technical Demonstration is to confirm that the proposed solution provides a solid basis from which the specific requirements of TRITON can be configured or adapted, and that the Bidder can integrate and deliver a complete solution.
 - 3.6.3.12.3. The Bidder shall provide a plan of the demonstration and copy of the related manual(s) regarding the BDS.
 - 3.6.3.12.4. The Bidder shall prepare the Technical Demonstration as described in paragraph 4.5.2.13.
- 3.6.4. Part II – Management Proposal
 - 3.6.4.1. This part shall address the Bidder's overall understanding of the requirements of the Purchaser as described in the SOW. The Bidder's strategic vision, objectives and constraints shall be addressed and related to the technical solution described in the Bid. The Management Proposal shall furthermore describe the Bidder's overall approach to Project, Risk and Schedule management.
 - 3.6.4.2. The submitted documents shall include sufficient information to demonstrate the Bidder's understanding of the key challenges involved in project TRITON and demonstrate that the Bidder is proposing an approach that can deal with these challenges.
 - 3.6.4.3. Table of Contents
 - 3.6.4.3.1. Bidders shall compile a detailed 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 Management Proposal.

3.6.4.4. The following documents shall be part of the Management Proposal Package:

- Draft Project Management Plan (PMP)
- Draft Project Master Schedule (PMS)
- Draft Project Product Breakdown Structure (PPBS) and Draft Project Work Breakdown Structure (PWBS)
- Initial Project Risk Register
- Basis of Estimate (BOE)
- Bidder Qualifications and Key Personnel

3.6.4.5. “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.

3.6.4.6. Draft Project Management Plan (PMP)

3.6.4.6.1. The Bidder shall provide a draft PMP in accordance with the requirements for the PMP as described in section 3.7 of the SOW, covering all aspects of the project and including the Contractor’s project management structure and project management methodology, control processes and tools/environments, personnel assignments, and external relationships and relationship with the Purchaser necessary to provide the capability as required by this Contract.

3.6.4.7. Initial Project Master Schedule (PMS)

3.6.4.7.1. The Bidder shall provide an initial PMS as described in paragraph 3.10 of the SOW based on the time constraints defined in the SOW.

3.6.4.8. Draft Project Product Breakdown Structure (PPBS) and Project Work Breakdown Structure (PWBS)

3.6.4.8.1. The Bidder shall provide a draft PPBS and PWBS as described in paragraphs 3.8 and 3.9 of the SOW. The PPBS and PWBS shall include definitions of the major Work Packages and the relationship between the Work Packages and the end product.

3.6.4.8.2. The provided PPBS and PWBS shall decompose the Work Packages to a level that exposes all project risk factors and allows an accurate estimate of each work item’s duration, resource requirements, inputs and outputs, and predecessors and successors.

3.6.4.9. Initial Project Risk Register

3.6.4.9.1. The Bidder shall provide an initial Risk Register for the project as outlined in paragraph 3.12 of the SOW.

3.6.4.10. Basis of Estimate (BOE)

3.6.4.10.1. The Bidder shall provide a BOE for Work Packages 1 to 10. The BOE shall be an unpriced version of the Bidder’s Pricing Summary Sheets.

3.6.4.10.2. The BOE shall not include unit labour rates or totals nor shall the pricing of other activities and the materials required under each Work Package be priced.

The purpose of the BOE is to enable the Purchaser to accurately validate the Management Proposal —outside the Price Evaluation Process— in terms of the proposed level of effort, labour mix, materials and amount of travel and other items proposed for each CLIN.

3.6.4.11. Bidder Qualifications and Key Personnel

3.6.4.11.1. Corporate Experience

3.6.4.11.1.1 In this section, the Bidder shall detail the experience of the Contractor in the design, delivery, implementation and support of similar software-based systems, with particular emphasis on recent experience in developing integrated software solutions to meet military or government requirements. The Bidder shall provide:

- a description of the proposed TRITON foundation, including any relevant roadmaps and references to operational military use
- the number of systems deployed/delivered
- the purchaser(s) of these systems
- the user(s) of these systems
- the contract number(s)
- the start date and end date of the contracts
- a point of contact for verification purposes.

3.6.4.11.1.2 The Bidder shall provide information on its experience and expertise in developing software solutions for Maritime C2 Systems or Information Services and when this software/system has been delivered and used by military operators. Additionally, the Bidder shall provide information on its experience and expertise in developing C2 systems based on Service Oriented Architecture (SOA) and web-based applications.

3.6.4.11.1.3 The Bidder shall provide the same information required above for the major sub-contractors for critical components, including the C4ISR Visualisation Component. The sub-contractors must demonstrate the same level of experience applicable to each of the critical items which they are proposed to deliver. The Bidder shall also provide rationale for the selection of the sub-contractor and describe the added value the sub-contractor will bring to the execution of the project.

3.6.4.11.1.4 The Bidder shall describe its expertise and experience in the delivery of system support and maintenance of a level equivalent to that required for the sustainment of TRITON capability. This shall include experience in system support and maintenance (infrastructure and service support processes) and warranty support and repair-and-replacement service for information systems for large, geographically-dispersed organisations. This information shall be provided either in relation to the Contracts listed in paragraph 3.6.4.11.1.1 or in the same format for support Contracts awarded separately.

3.6.4.11.1.5 The Bidder shall describe its expertise and experience in the delivery of training courses of a level equivalent to those required for the training of TRITON capability. This shall include experience in the preparation of

syllabuses, schedules, course prerequisites, student skill prerequisites, course evaluations and instructor materials.

3.6.4.11.2. Corporate Capabilities

3.6.4.11.2.1 This section shall describe the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure. This section should indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder shall describe the corporate resources which are available to support the Project resident in the organisation of the 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 and what level of authority is required in the Corporation hierarchy to secure the needed resources.

3.6.4.11.2.2 The Bidder shall provide a sub-section which identifies the items and services which are to be developed and/or performed by the corporate resources of the Contractor. The Bidder shall identify the location of the production facilities which will be utilized, and/or the source within the corporate organisation of the services and expertise required. For corporate production facilities, the Bidder shall provide analytical evidence that adequate capacity exists in order that the required items may be made within the time schedule of the Prospective Contract. The Bidder shall show existing capital assets and provide a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Contract schedule. The Bidder shall further provide a description of any retooling efforts required and a time forecast of when these efforts can be completed.

3.6.4.11.2.3 The Bidder shall provide evidence which demonstrates its software development and testing practices and tools to reflect a well-established and mature level of capability.

3.6.4.11.3. Individual Skills and Experience

3.6.4.11.3.1 The Bidder shall provide the resumes of the individuals designated as Key Personnel in B-14. For each role identified, the resumes shall meet or exceed the experience and educational criteria stated in the SOW and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Bidder shall describe how each individual's expertise and experience will add value to the team.

3.6.5. Part III – Supportability Proposal

3.6.5.1. This part of the Technical Proposal covers the Bidder's approach to meeting requirements related to Integrated Logistics Support (ILS), Operations and Maintenance, and Training requirements.

3.6.5.2. Table of Contents

3.6.5.2.1. Bidders shall compile a detailed 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 Supportability Proposal.

- 3.6.5.2.2. The following documents shall be the part of Supportability Proposal Package:
- Draft Configuration Management Plan (CMP)
 - Draft Integrated Support Plan (ISP)
 - Draft Training Plan (TP) and sample of Training Material
- 3.6.5.2.3. “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.
- 3.6.5.3. Draft Configuration Management Plan (CMP)
- 3.6.5.3.1. The Bidder shall provide a draft Configuration Management Plan (CMP) describing configuration management concept and methodology, as described in paragraph 4.7.5 of the SOW.
- 3.6.5.3.2. The draft CMP shall include a description of the proposed change control process.
- 3.6.5.4. Draft Integrated Support Plan (ISP)
- 3.6.5.4.1. The Bidder shall provide a draft Integrated Support Plan (ISP) as described in paragraph 5.2 of the SOW.
- 3.6.5.5. Draft Training Plan (TP) and sample Training Material
- 3.6.5.5.1. The Bidder shall provide a draft TP as described in paragraph 5.8.3 of the SOW.
- 3.6.5.5.2. The Bidder shall provide sample Training Materials from other courses it has developed.
- 3.6.5.5.3. The Bidder shall identify at least two such courses it has developed and delivered within the last three years.

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 Invitation for Bid.
- 4.1.2. All bids will be evaluated solely using the formula, 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 Score will be based only on that information provided by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information that is not clearly and unequivocally provided and identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in SECTION 3, Bid Preparation Instructions. 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 his 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 sufficiently 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 his 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 his 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 NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4-D(2008)0002, "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology". 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 in accordance with the evaluation method specified in this SECTION 4.

- 4.2.2. The Price Score (PS) shall be determined according to the following formula:

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

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:

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

Where:

TS1, TS2, TS3, ... ≤ 100 are the technical score of each of the authorised second-level or published third-level technical sub-criteria; and

a%, b%, c%, d%... 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 **40% Price and 60% Technical**.

- 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 the prescriptions of the paragraphs below.

- 4.2.7.3. The Purchaser's priorities in the evaluation of the Technical Proposal are described in the form of sub criteria in Section 4.2.7.4 below. The sub criteria are listed in descending order which reflects the relative importance that the Purchaser places on each sub criterion.

- 4.2.7.4. The Technical Criteria and their weighting are as follows:

- 4.2.7.5. Engineering

- 4.2.7.5.1. **30%** weight, based on the following sub-criteria which appear in descending order of importance:

- Compatibility with system requirements in scope and schedule, including any change requests issued by the Bidder;
- Effectiveness and robustness of the proposed system design, including reliance on SOA, the balance of COTS products, adaptation of existing solution and new development;
- A design that is well-integrated with Bi-SC AIS Core Services and having well-defined interfaces to other Bi-SC AIS Functional Services;
- Performance and capacity aspects of the proposed solution;
- Resilience and fault tolerance related to the network architecture, including mitigation for low bandwidth and high latency;
- Flexibility of data and object models in the proposed solution;
- Security aspects of the proposed solution, including cross-domain aspects and security design;
- Proposed hardware for Deployable Kits;
- Robustness and completeness of the verification and validation approach;
- Completeness of the provided documentation.

4.2.7.6. Management

4.2.7.6.1. **17.5%** weight, based on the following sub-criteria which are listed in descending order of importance:

- Plans, including the Project Management Plan and Project Master Schedule;
- Project management and system development methodologies;
- Effective sub-contractor management and integration in planning;
- Bidder's qualifications based on corporate experience, corporate structure and capabilities and individual skills and experience.
- Realistic manpower and effort assessments;
- Composition and skills of the Project Team;
- Change management approach and activities;
- Interaction with the User Community;

4.2.7.7. Supportability

4.2.7.7.1. **12.5%** weight, based on the following sub-criteria listed in descending order of importance:

- Quality of supportability assessment of proposed solution;
- Quality and suitability of the proposed life cycle support planning;
- Proposed Integrated Support Plan;
- Proposed Training Plan;
- Testability of the product as described in the Test Management Plan.

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 conducted in a 4-step process as described below:

4.3.1.1. Step 1: Administrative Compliance

4.3.1.1.1. Received Bids will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory requirements shall be determined to be non-compliant and not considered for further evaluation.

4.3.1.2. Step 2: Technical Evaluation

4.3.1.2.1. All Bids having successfully passed Step 1 will have their Executive Summary, Management, Engineering, and Supportability Proposal Packages evaluated against the predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.7 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.

4.3.1.2.2. Bidders should note that the evaluation of the Engineering aspects includes the assessment of a proposed technical foundation which shall be performed in accordance with the provisions of paragraph 4.5 below.

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 under paragraph 4.2.7 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 hereafter.

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,
- 4.4.1.2.1. The Bid Administration Package contains the documentation listed in paragraph 3.4 and complies with the formal requirements established in paragraph 3.1.
- 4.4.1.3. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
- 4.4.1.4. Evaluation of Conflict of Interest Documentation
 - 4.4.1.4.1. It is the responsibility of the Bidder to ensure that he and his Sub-Contractors are not excluded from participating in this IFB, i.e. are not subject to any existing exclusion clauses in place and in line with NATO's Investment Committee decisions.
 - 4.4.1.4.2. The Purchaser will evaluate the Bidder submission as detailed in paragraph 3.4.2.2 and resort to the disqualification of the bid in those cases in which it is deemed that the Bidder's relationships with the PMIC Contractor and Sub-contractor or Prospective Contractor and Prospective Sub-contractor could constitute a real or apparent conflict of interest, could in any manner or form influence or appear to influence the capacity of the Bidder to render unbiased service or otherwise result in an advantage during the course of the performance under the prospective Contract and any proposed conflict of interest mitigation plan proposed by the Bidder does not satisfactorily resolve the conflict of interest in place.
 - 4.4.1.4.3. Conversely, should the Purchaser deem that the Bidder's Conflict of Interest Mitigation Plan adequately addresses the concerns relevant to any conflict of interest, it will make such plan part of any awarded Contract and subject to the stipulation of Clause 29 of the prospective Contract Special Provisions. Equally in those cases where the Bidder declares that no apparent or real conflict of interest exists such condition shall be reflected in any resulting Contract and made subject to the prescription of Clause 29 of the prospective Contract Special Provisions.
 - 4.4.1.4.4. In the event that, during the evaluation of the Bids, the Purchaser would determine or suspect that the Bidder has not disclosed a real or apparent conflict of interest of which it was knowledgeable of the time of Bid submission, in breach of paragraphs 4.4.1.4.1 and 4.4.1.4.2, the Purchaser reserves the right to declare the Bid non-compliant.
- 4.4.2. The Bidder certifies through signature of Annex B-15 Certificate of Price Ceiling that the total price offered in the bid for CLINs 1 through 8 and 12, 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 3.5.1.2 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 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-15 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 and sub-criteria set forth in paragraph 4.2 above. 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. The following paragraphs identify the aspects to be examined in the Technical Proposal evaluation and rating.
- 4.5.2. Engineering
 - 4.5.2.1. System Design and Technical Approach
 - 4.5.2.1.1. Proposed Changes to SRS
 - 4.5.2.1.1.1 The Bidder may propose changes to the SRS, without changing the scope. The Purchaser will evaluate the proposed changes and the estimated impact of these changes on the delivery of TRITON to ascertain if there is any added value or increased efficiency or effectiveness of the capability or implementation process.
 - 4.5.2.1.1.2 The Bidder will detail its justification for the requested SRS changes as described in the SOW, Subsection 4.7, highlighting the envisaged benefits for the Purchaser in terms of schedule and performance. It shall be noted that SRS changes may lead to a low score if the schedule or performance impact is deemed too negative by the Purchaser, and eventually result in being deemed non-compliant under the conditions expressed in paragraph 4.3.1.2.3.
 - 4.5.2.1.2. Draft SDS and SAD
 - 4.5.2.1.2.1 The Purchaser will evaluate the effectiveness and robustness of the draft SDS and SAD with respect to its ability to successfully satisfy the requirements of TRITON. The draft SDS will also be evaluated regarding its feasibility and suitability to the requirements and conformity with best practices in systems engineering, software engineering and system life cycle processes applicable to operational military environment.

- 4.5.2.1.2.2 The draft SDS and SAD will outline a flexible, loosely-coupled, service-oriented solution utilising a replaceable middleware using an event-driven approach. A proposed solution that uses a SOA approach based on the design constraints identified in the SRS will be scored higher than any other approach. The evaluation will be based on but not limited to the service orientation indicated in the SRS rather than on an abstract declaration of compliance with international standards, although compliance with standards is also an important aspect.
- 4.5.2.1.2.3 The Bidder will propose a feasible and effective design to achieve the functional requirements given in the SRS. The non-functional requirements are essential to implement in order to allow the TRITON applications to run in a Bi-SC AIS environment. A solution design based on a mature, adaptable and compatible infrastructure with already implemented functional capabilities will be scored higher than “green field” (from scratch) developments.
- 4.5.2.1.2.4 TRITON will have a number of main functional groups which have to be combined into a single, consolidated, integrated framework. Bidder’s Technical Proposal will illustrate an integral capability rather than a loose collection of separate capabilities connected through interfaces. Separate solutions for individual components will not be acceptable (e.g. WSM/PMI function is separately implemented as a standalone application in a different architecture).
- 4.5.2.1.2.5 The same infrastructure and applications for common functions will be used on both NS and NU Domains. Separate solutions will not be acceptable (e.g. one solution for MSA on NU Domain, another solution for RMP and C2 on the NS Domain).
- 4.5.2.1.2.6 The draft SDS and SAD should comply with the design constraints identified in the SRS.
- 4.5.2.1.2.7 The SDS and SAD will explain the technical solutions regarding especially the following:
- How the system is decomposed into elements and components;
 - How the internal communication between modules/components will be handled;
 - How the Maritime Operation Management will be implemented;
 - How the Maritime Information will be stored and managed (create, read, update, delete, export, import) as required by maritime functions;
 - How the external interfaces will be controlled and managed;
 - How different sources of tracks will be handled by Track Management;
 - How the large number of tracks will be handled by Track Management;
 - How the large number of vessels will be handled by Vessel Management;
 - How the Maritime Objects will be prepared for display according to each user’s needs;
 - How the correlation of tracks will be handled at near-real time;
 - How the Track Analysis functions will perform;

- How the individual system components will be controlled and monitored by the System Management;
- How the User Management will be performed;
- How the scalability can be achieved;
- How the data synchronisation will be performed across multiple sites;
- How the C4ISR Objects will be managed for the display;

4.5.2.2. Draft System Development Plan (SDP)

- 4.5.2.2.1. The Bidder shall provide a draft SDP to describe the engineering planning and development methodology (e.g. incremental, iterative, agile).
- 4.5.2.2.2. The Bidder must demonstrate in the draft SDP mature and appropriate engineering processes (e.g. development technologies, including development requirement, development practices, design methodologies, unit testing and system integration procedures, risks analysis, control and monitoring mechanisms).
- 4.5.2.2.3. The Purchaser will evaluate the quality and adequacy of the draft SDP with respect to its ability to successfully satisfy the requirements of TRITON.
- 4.5.2.2.4. The draft SDP will be evaluated on the basis of the comprehensiveness of the approach, its feasibility, and appropriateness to the requirements as described in the SOW.
- 4.5.2.2.5. The draft SDP should provide an annex containing a BOE. The BOE indicates appropriate and sufficient support for the system development activity and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the development and implementation activities under this Contract. The Purchaser will evaluate this estimate for realism taking into account the COTS components offered and the new development planned.

4.5.2.3. Draft Test Management Plan (TMP)

- 4.5.2.3.1. The Bidder shall provide a draft TMP as described in the SOW.
- 4.5.2.3.2. The draft TMP should describe an effective and well-structured verification and validation program and identify how the Bidder plans to meet the Purchaser's verification and validation requirements.
- 4.5.2.3.3. The draft TMP will also:
- Describe an effective Test Organisation;
 - Provide a Flow Diagram that identifies the sequence and details of the verification process;
 - Link test events to Project Milestones;
 - Identify any specialised or long-lead items required for testing;
 - Describe how testing will be automated.
- 4.5.2.3.4. The draft TMP shall identify a reasonable and appropriate level of support to verification and validation activities to be provided by the Purchaser in terms of manpower, services and material, including Purchaser witnessing and approval activities.

- 4.5.2.3.5. The draft TMP will identify all Configuration Items that are subject to verification and will indicate by which method the items will be evaluated. It will also describe how the system validation will be performed.
- 4.5.2.3.6. The draft TMP will be evaluated if it covers all the verification and validation activities with a reasonable and sound explanation, order, duration and schedule.
- 4.5.2.4. Draft System Transition Plan (STrP)
 - 4.5.2.4.1. The Bidder will present a sound plan in the draft STrP for the installation, activation and training activities to be carried out in all TRITON locations following the concept explained in the SOW.
 - 4.5.2.4.2. The STrP should illustrate - through description of a sample site survey, initial site inventory and installation and activation check lists - an understanding of the level of detail and the configuration management requirements for site records related to system implementation.
 - 4.5.2.4.3. The draft STrP should provide a good description of the required Contractor organisation and key personnel for system installation, activation and operational transition.
- 4.5.2.5. The STrP has to indicate a reasonable and appropriate level of support to be provided by the Purchaser in terms of manpower, services and material, including Purchaser witnessing and approval activities.
- 4.5.2.6. Integration with Bi-SC AIS
 - 4.5.2.6.1. The Bidder will include in the SDS a solution that is compatible with the available Bi-SC AIS Core Services as described in the SRS.
 - 4.5.2.6.2. Bidder's proposal will explain the integration of geospatial components in the architecture to fulfil the requirements of the SRS for interaction with Bi-SC AIS Core GIS, and visualisation of geo-referenced and geospatial data.
 - 4.5.2.6.3. The Bidder will propose a solution that is compatible with and effectively integrates with the available Bi-SC AIS Functional Services as described in the SRS. The Bid will contain the description of the main design features and proposed mechanisms of the interfaces with other systems/services as listed in the SRS. The interfaces will be feasible and in line with the associated design constraints in the SRS.
- 4.5.2.7. Performance and Capacity
 - 4.5.2.7.1. The SDS will have a feasible and effective approach to achieve the system response time requirements identified in the SRS.
 - 4.5.2.7.2. The SDS will have a feasible and effective approach to achieve the system capacity requirements identified in the SRS.
 - 4.5.2.7.3. The SDS will describe how large number of objects will be handled within performance limitations (e.g. high number tracks subject to correlation, high number of tracks to be displayed).
- 4.5.2.8. Network Architecture and Resilience
 - 4.5.2.8.1. The Bidder will provide an outline of the integration with the Bi-SC AIS Core Services and a description of reasonable and effective mechanisms to mitigate

the potential impact of the available bandwidth and of any latency for both static and afloat operations.

- 4.5.2.8.2. TRITON will use the Data Centre model, as described in Section 1.4 of the SOW, where TRITON Operational Software will be installed at three Data Centres, where all users outside these Data Centres will access applications using browsers. For afloat deployments, local server capability will provide similar functionality for all the maritime assets in the Task Group. The SDS will include details of the solution which can work under these circumstances according to the performance and capacity requirements given in the SRS.

4.5.2.9. Data and Object Modelling

- 4.5.2.9.1. The high-level design information in SAD will be supported by a TRITON logical model and an explanation of how the detailed design will be supported by a TRITON implementation model.
- 4.5.2.9.2. The Bidder will provide an initial high-level Data Model and describe how to keep the data model flexible for potential future changes.
- 4.5.2.9.3. The Bidder will highlight common data elements and key attributes in the high-level design and indicate this commonality in the Data Model.
- 4.5.2.9.4. If the Bidder already has a solution meeting some parts of the system requirements, the flexibility of the proposed Data Models to meet TRITON requirements will be described.

4.5.2.10. Security Aspects

- 4.5.2.10.1. TRITON functionality will be available on the NS and NU Domains with possible information exchange with Mission Networks. The SRS includes description of where cross-domain information exchanges will take place. Bidder's proposal will describe, in the design, how these cross-domain links will be established and how data can be exchanged.
- 4.5.2.10.2. Draft System Security Design Specification (SSDS)
 - 4.5.2.10.2.1 The description of the security features of the proposed solution will be described in the draft SSDS in sufficient detail to cover the high-level system security design.
 - 4.5.2.10.2.2 The draft SSDS will present an understanding of the Purchaser's security requirements and propose feasible and effective mechanism to address them.

4.5.2.11. Hardware

- 4.5.2.11.1. The Bidder will propose Microsoft-certified hardware that is identified on the Microsoft Hardware Compatibility list. The equipment described will meet or exceed the requirements given in the SRS for the Deployable Kits.
- 4.5.2.11.2. The Bidder will provide a detailed specification sheet for each item of COTS equipment proposed.

4.5.2.12. Completeness of Provided Documentation

- 4.5.2.12.1. The Purchaser will evaluate all provided documents according to their completeness and consistency.

- 4.5.2.12.2. The SDS and SAD will be evaluated regarding their feasibility and suitability to the requirements and conformity with systems engineering and software engineering best practices and methods.
- 4.5.2.12.3. The SDS and SAD will be evaluated in its compliance to the requirements as described in the SOW and the sufficiency of the detail provided.
- 4.5.2.12.4. Any required supporting models will be prepared using UML Version 2.1 and XMI Version 1.1 or higher, and reflect sound UML documentation practices.
- 4.5.2.12.5. The draft Requirements Traceability Matrix should effectively cross-reference the requirements and the contents of the draft SDS. The Purchaser will evaluate this to measure how the design matches the system requirements.
- 4.5.2.13. Technical Demonstration
 - 4.5.2.13.1. The Bidder is required to provide a Technical Demonstration to prove the Bidder's experience in developing Maritime C2 systems and to allow the Purchaser to assess the quality of the proposed solution to be offered as the foundation for TRITON. The demonstration is to be regarded as an integral part of the Technical Evaluation and is mandatory. Failure to perform the demonstration may result in the overall bid being declared non-compliant and be excluded from award.
 - 4.5.2.13.2. The Technical Demonstration, to be performed at the Purchaser's facilities in The Hague, The Netherlands, shall be delivered at no-cost for the Purchaser and is to be regarded as part of the technical evaluation process described herein and hence subject to influence the overall score of the technical part of the bid presented. The intent of this demonstration is for the Bidder to provide evidence of the existence, application and maturity of the technology and processes and procedures that is proposed in their bid as well as to corroborate its overall content.
 - 4.5.2.13.3. Preparation of the Technical Demonstration
 - 4.5.2.13.3.1. Upon formal notification from the Purchaser, Bidders will be granted two calendar weeks to arrange a demonstration of the TRITON foundation relevant to the bid submitted.
 - 4.5.2.13.3.2. The Bidder will prepare a Bidder Demonstration System (BDS) whose minimum configuration and capability shall be no less than that of the Concept Demonstration System (CDS) as described in paragraph 4.3.5 of the SOW, Annex B, Work Packages.
 - 4.5.2.13.3.3. The BDS shall include an interim or integrated visualisation capability as required for the C4ISR Visualisation Component. The Bidder may use a separate demonstration for the C4ISR Visualisation Component to present more capabilities including three-dimensional display. This demonstration shall also be based on the requirements indicated the RIS.
 - 4.5.2.13.3.4. The Bidder will have the opportunity to set up the BDS at the Purchaser's facilities one day in advance of the scheduled demonstration date.
 - 4.5.2.13.3.5. For the purposes of the demonstration, the Bidder shall provide for all the equipment necessary and for the shipment of such equipment to the

Purchaser's facility as well as for its installation at no cost to the Purchaser. The provision of all ancillary equipment necessary for the performance of the demonstration shall also remain the responsibility of the Bidder.

- 4.5.2.13.3.6 The Bidder shall notify the Purchaser of any special facility or other support required.
- 4.5.2.13.3.7 The Purchaser will provide 230V/50Hz power for any demonstration equipment, but the Bidder shall provide any power strips or extension cords required. The Purchaser shall provide tables and chairs for the equipment and the Bidder's demonstration personnel.
- 4.5.2.13.3.8 The storage and use of the Bidder's equipment at the Purchaser's site shall be at the risk of the Bidder and the Purchaser shall accept no liability for any loss or damage except to the extent that such loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees.
- 4.5.2.13.3.9 The Bidder is liable to pay compensation for all damage occurring to any Purchaser facility or equipment caused as a result of the activities being performed on site by the Bidder, its representatives or agents except for those cases in which the Bidder is able to demonstrate that any such damage was not caused or contributed by its actions or lack of actions or those of its agents or employees.
- 4.5.2.13.3.10 Further detailed logistic arrangements and indications shall be provided to the Bidders with adequate advance notice ahead of the scheduled demonstration date.
- 4.5.2.13.4. Performing the Technical Demonstration
 - 4.5.2.13.4.1 The demonstration shall be performed by the Bidder's proposed Project Manager identified under the Key Personnel.
 - 4.5.2.13.4.2 The total duration of the demonstration shall not be less than one (1) hour and shall not exceed three (3) hours (excluding the installation and setting to work).
 - 4.5.2.13.4.3 During the demonstration, the Bidder shall provide an overview of its proposed solution, describe the software architecture and configuration of the BDS, explain the growth potential, conformity of standards, and then demonstrate the functions of the BDS according to the plan.
 - 4.5.2.13.4.4 Members of the Purchaser's Technical Evaluation Team will observe the demonstration and confirm whether all the functions stated in the BDS have been demonstrated.
 - 4.5.2.13.4.5 The Purchaser will evaluate the quality and adequacy of the proposed engineering solution, as demonstrated during the Technical Demonstration of the TRITON technical foundation, with respect to its ability to successfully satisfy the requirements of the TRITON capability.
 - 4.5.2.13.4.6 The demonstration will be proof of the availability of all requirements that the Bidder stated in the RIS (an annex to the SDP) as available at "Bidding Time".

- 4.5.2.13.4.7 The scope of the Technical Demonstration includes the detailed presentation of the following:
- Live demonstration of capabilities that are relevant to the required TRITON functions, and that have been proposed by the Contractor to be engineered as part of the solution for TRITON (CDS capabilities can be used);
 - Live demonstration of system administration, system management and data management functionality, such as maintenance of the user configurations;
 - Demonstration of the used software architectures that is proposed as part of the TRITON design. For example: Web-based applications, clients, SOA, Web services, information management, data models, database management, etc.
 - Examples of Human Machine Interface (HMI);
 - C4ISR Visualisation Component capabilities including the foundation for future three-dimensional display;
 - Examples of Training Materials (student manuals, on-line help, CBT).
 - Examples of tools to support system life cycle processes (e.g. software engineering aids, test automation tools, system support and maintenance tools).
 - Examples of tools to support project management.
- 4.5.2.13.4.8 During the demonstration, the following Performance Indicators will be assessed:
- Data Integrity, including data consistency throughout the demonstration;
 - Reliability, including number of faults exposed during the demonstration;
 - Usability, including HMI, supporting role-based access, applying consistent user input and data presentation, and quality of visualisations;
 - Efficiency and system response time during the demonstration;
 - Information security management.
- 4.5.2.13.4.9 The Purchaser reserves the right to inspect the configuration of any and all components of the BDS to confirm that only the software identified by the Bidder as part of its proposed solution is used.
- 4.5.3. Management
- 4.5.3.1. Draft Project Management Plan (PMP)
- 4.5.3.1.1. The Bidder shall provide a draft PMP appropriate to the requirements specified in the SOW and this IFB, and effectively describe the planning, activities and responsibilities that are feasible and appropriate to the requirements. It will include the draft Project Master Schedule (PMS), Project Breakdown Structure (PPBS) and Project Work Breakdown Structure (PWBS).
- 4.5.3.1.2. The draft PMP should clearly and accurately identify the project scope, including major deliverables, assumptions and constraints.

- 4.5.3.1.3. The draft PMP will provide the Purchaser with insight into the Bidder's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in the SOW.
- 4.5.3.1.4. The Purchaser will evaluate the quality and adequacy of the project management approach as defined in the PMP and related risks with respect to its ability to successfully satisfy the requirements of the TRITON capability.
- 4.5.3.1.5. Methodology
 - 4.5.3.1.5.1 The draft PMP should describe the project management methodology, processes, including the phases and their staffing, cost and schedule estimate, project control mechanisms, risk and issue management, communication management, security management and the Purchaser involvement in the project management. The proposed approach is based on recognized project management practices and reflects a mature level of management capability.
 - 4.5.3.1.5.2 The draft PMP should contain project management planning information so as to constitute a consistent and complete document that effectively permits the Purchaser to be able to assess the Bidder plans.
- 4.5.3.1.6. PMS
 - 4.5.3.1.6.1 The draft PMP will have an annex containing the PMS which identifies all Contract events and milestones, including Contract-related Purchaser activities and events.
 - 4.5.3.1.6.2 The PMS will correlate with the PWBS and is also traceable to performance and delivery requirements of the SOW and is based on the Purchaser-provided project schedule.
 - 4.5.3.1.6.3 The PMS will indicate the duration, sequence, and resourcing of the tasks which reflect a coherent approach to execution and a realistic assessment of the scope of work involved.
- 4.5.3.1.7. PPBS and PWBS
 - 4.5.3.1.7.1 The PMP will have annexes that describe the PPBS and the PWBS including a definition of the major work packages and the relationship between the work packages and the end product.
 - 4.5.3.1.7.2 The provided PPBS and PBWS is compliant to the SOW and adequately and appropriately decomposes 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.
- 4.5.3.1.8. Sub-contractor Management
 - 4.5.3.1.8.1 The draft PMP should identify the Contractor's sub-contractor management aspects, in particular all major Contractor units and any sub-contractors involved in meeting the requirements of the Contract, and the portion of the overall effort or deliverable item for which they are responsible.
 - 4.5.3.1.8.2 In case several contractor units or sub-contractors are involved, the management of these units and sub-contractors are described, reasons for this

organisation are justified, and expected benefits of this organisation for the Purchaser are explained.

- 4.5.3.1.8.3 The Bidder should provide information about the quality assurance organisation of the individual sub-contractors.
- 4.5.3.1.8.4 The Bidder should provide information about the arrangement to work on the deliverables as an integrated team, rather than as separate elements.
- 4.5.3.1.9. Other Plans
- 4.5.3.1.9.1 The Bidder will define in the PMP effective mechanisms for the following which will be detailed in separate plans when the Contract is awarded:
- Configuration Management
 - Risk Management
 - Quality Management.
- 4.5.3.1.10. Project Risk Register
- 4.5.3.1.10.1 The Bidder shall provide the initial Project Risk Register including initial mitigation plans.
- 4.5.3.1.10.2 The Risk Register shall be evaluated whether it reflects a sound approach to initial risk identification.
- 4.5.3.1.10.3 The Purchaser will evaluate the initially identified risks and their mitigation plans.
- 4.5.3.1.11. Basis of Estimate (BOE)
- 4.5.3.1.11.1 The draft PMP will have an annex describing a BOE which indicates appropriate and sufficient support for the Project Management activity and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete this Contract.
- 4.5.3.1.12. Project Team
- 4.5.3.1.12.1 The draft PMP describes the organization of the proposed Project Team and identifies all required roles of the team members of the Project Management Office (PMO), also describing the lines of reporting and oversight.
- 4.5.3.1.12.2 The draft PMP describes the PMO in terms of manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the program, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project and that the proposed resources are adequate for the tasks.
- 4.5.3.1.12.3 The description reflects clear lines of responsibility, authority, and reporting. For each key personnel identified, the proposed individuals meet or exceed the experience and educational criteria stated in SOW, Section 6.
- 4.5.3.1.12.4 The draft PMP will present that the individuals have the expected knowledge, capability, and experience to meet the requirements of this Contract. The team collectively represents a solid knowledge and experience base for carrying out the project.

4.5.3.1.13. Interaction with User Community

4.5.3.1.13.1 The Bidder should propose in the draft PMP an effective approach and plan for developing and refining the HMI and system usability.

4.5.3.1.13.2 The draft PMP should clearly indicate the interaction with the User Community and indicate the interaction points and activities in the PMS.

4.5.3.2. Bidder Qualifications

4.5.3.2.1. The Bidder shall provide a section, in the Management Proposal, related to the Bidder Qualifications (see paragraph 3.6.4.11)

4.5.3.2.2. Bidder Qualifications will be evaluated based on an assessment of the following:

- Corporate experience;
- Corporate capabilities;
- Individual skills and experience.

4.5.3.2.3. The Bid should provide evidence of relevant and recent experience of the Bidder in the design, delivery, implementation and support of military software-based systems similar to the subject procurement, including:

- Relevant and successful corporate experience in at least two Contracts through which a product has been delivered and used within the last five years and for which the Bidder developed integrated software solutions to meet military or government requirements.
- Relevant and successful corporate experience within the last five years during which the Bidder has developed and delivered integrated software solutions for Maritime Functional Services and which have been used by the military operators to support their tasks.
- Relevant and successful corporate experience within the last five years for which the Bidder developed robust, efficient and intuitive HMI solutions to meet military, government or industrial requirements.
- Relevant and successful corporate experience of the major sub-Contractors for critical components.
- Relevant experience and expertise in providing corrective and adaptive support services for information systems for large, geographically-dispersed organisations.
- Relevant and successful experience and expertise in export control.
- The Bid provides evidence of appropriate corporate capabilities of the Bidder, including:
- Adequate and appropriate corporate structure to administer the Project and corporate resources available to support the Project.
- Adequate and appropriate corporate items/assets, services and expertise available to support the Project.
- A well-established and mature level of capability in its software development, testing and implementation practices and tools.

4.5.4. Supportability

4.5.4.1. Supportability Assessment of the Solution

- 4.5.4.1.1. The Purchaser will evaluate the Bidder's proposed solution with respect to its supportability in the operational environment and over its entire system lifecycle. The proposed solution and implementation approach will be evaluated on the degree to which they reflect the best practices to enable supportability (e.g. use of COTS, use of open system architectures, flexibility of design and data models, complexity, availability of technical documentation, identification of supportability risk and approach).
- 4.5.4.1.2. The proposed solution will be evaluated with respect to its alignment with and optimisation of equipment, support infrastructure, facilities, manpower, and other resources required to maintain the system to meet the operational requirements in the changing environment.
- 4.5.4.1.3. The proposed solution will be evaluated with respect to its ability to facilitate (re)installation, configuration and operation.
- 4.5.4.1.4. The proposed solution and its associated documentation will be evaluated with respect to software maintenance regarding corrective, preventive, adaptive and perfective maintenance.
- 4.5.4.2. Life-Cycle Support Planning
- 4.5.4.2.1. The Purchaser will evaluate the quality and adequacy of the proposed life-cycle support planning documentation (i.e. draft Integrated Support Plan and draft Training Plan) with respect to its ability to successfully satisfy the requirements for supportability of the TRITON capability.
- 4.5.4.2.2. The proposed life-cycle support planning documentation will be evaluated on the basis of the comprehensiveness of the approach, its feasibility, and appropriateness to the requirements.
- 4.5.4.2.3. The proposed life-cycle support documentation will be evaluated for its compliance with the requirements for the respective plans specified in the SOW and the sufficiency of the detail provided.
- 4.5.4.2.4. Draft Configuration Management Plan (CMP)
- 4.5.4.2.4.1 The Bidder shall provide a draft CMP describing the proposed configuration management concept and methodology.
- 4.5.4.2.4.2 The draft CMP will be evaluated for its approach to handle the configuration and change management.
- 4.5.4.2.5. Draft Integrated Support Plan (ISP)
- 4.5.4.2.5.1 The Bid shall include a draft ISP consistent with the requirements specified in the SOW, describing processes and activities to effectively meet requirements for maintenance and support.
- 4.5.4.2.5.2 The draft ISP will describe effective mechanisms for:
- Providing a service interface
 - Security management
 - Incident management
 - Problem management
 - Release management

- Availability management
- Service-level agreement
- Warranty support

4.5.4.2.6. Draft Training Plan (TP)

4.5.4.2.6.1 The Bid provides a draft Training Plan consistent with the requirements for a Training Plan as specified in the SOW, defining a coherent and effective training approach and describing how it will meet requirements for initial and continuing training.

4.5.4.2.6.2 The draft TP will:

- Address adequately all stages of training development, delivery, and support.
- Describe a coherent approach for how training will be developed, delivered, and maintained throughout the project life cycle, including how the proposed courses will be derived from the results of the Training Needs Analysis (TNA). It is expected that a blended training approach will be most effective.
- Describe an adequate and appropriate set of training documentation.
- Propose a reasonable training schedule, in relation to the overall Contract schedule.
- Describe a reasonable level of support to be provided by the Purchaser (manpower, services and material).

4.5.4.2.6.3 Based on the annex to the draft TP, the Purchaser will also evaluate the level to which the Bidder demonstrates experience with developing and delivering quality training as evidenced by plans, experience and training materials.

4.6. Evaluation Step 3 – Price Evaluation

4.6.1. Price Quotation

4.6.1.1. The Bidder's Price Quotation will initially be assessed for compliance against the following criteria:

4.6.1.2. The Price Quotation complies with the requirement relevant to the Bid Ceiling Price set forth in 3.5.1.2.

4.6.1.3. 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.

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

4.6.1.5. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.6.5 and does not exceed the defined price ceiling as per paragraph 3.5.1.2.

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 the stated price ceiling. 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 the Grand Total of the Schedule of Supplies and Services calculated as follows:
- The sum of the Firm-Fixed prices offered for CLINs 1 – 10 and 12 as detailed below:
 - Total Price CLIN 1, Project Management
 - Total Price CLIN 2, Systems Engineering Services
 - Total Price CLIN 3.1, Build Process 1 – TRITON NS (Pilot)
 - Total Price CLIN 3.2, Build Process 2 – TRITON NU (Full)
 - Total Price CLIN 3.3, Build Process 3 – TRITON NS (Full)
 - Total Price CLIN 3.4, Build Process 4 – TRITON ACP Capability
 - Total Price CLIN 4, Visualisation Component Provision
 - Total Price CLIN 5, System Transition
 - Total Price CLIN 6, System Support and Maintenance
 - Total Price CLIN 7, Support to Operational Testing and Evaluation
 - Total Price CLIN 8, Support to Transition from Legacy Systems
 - Total Price CLIN 9, COTS Software Provision (Option)
 - Total Price CLIN 10, 5-Year Maintenance and Support (Option)
 - Total Price CLIN 12, Warranty
- 4.6.4. Bidding Sheets Accuracy – Order of Precedence
- 4.6.4.1. Bidders are responsible for the accuracy of the price quotation 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:
- Electronic Submission Bidding Sheets
 - Totals and Grand Total for CLINs 1 through 10 and 12 as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) Page.
 - Calculated Totals and Grand Total for CLINs 1 through 10 and 12 deriving from the total indicated on each Work Package Bidding Sheet.
 - Hard Copy Submission Bidding Sheets
 - Totals and Grand Total for CLINs 1 through 10 and 12 as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) Page.
 - Calculated Totals and Grand Total for CLINs 1 through 10 and 12 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 regards, 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 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 costs 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 and the savings achieved by this advantage over the standard market costs, practices and technology.
- 4.6.5.1.3. The Bidder understands that the submitted price quotation is 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.
- 4.6.5.2. If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the bid non-compliant and the Bidder will be so notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261 (1996 Edition).
- 4.6.5.3. If the Purchaser accepts the Bidders explanation of a mistake and allows the Bidder to accept the contract at the Bid price or the explanation regarding competitive advantage in convincing, 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.
- 4.6.5.4. In 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 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.

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Annex A Bidding Sheets**IFB-CO-13859-TRITON**

On behalf of the firm stated below I hereby offer providing 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 referred IFB included but not limited to those expressed in the Annexes and enclosures.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

ANNEX A-2 Instructions for the Preparation of Bidding Sheets

A.1 Introduction

- A.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.
- A.1.2 No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles is permissible 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.

A.2 Bidding Sheets Structure

- A.2.1 The Bidding Sheets, provided in native MS Excel® format are organized in accordance with the following structure:
- Bidding Sheets Cover Page
 - Instructions
 - Section 1 – CLIN Summary and CLIN Price Breakdown Sheets
 - Section 2 – Schedule of Forward Labour Rates
 - Section 3 – COTS Software and Licenses
- A.2.2 A description of each section is provided at paragraph A.4 along with the relevant assumptions and instruction for correctly compiling a price quotation.

A.3 General Pricing Requirements

- A.3.1 Unless explicitly indicated in paragraph A.4 of the present Annex or mandated by the Purchaser through a clarification issued in accordance with the prescriptions of Book I Section II 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.
- A.3.2 Bidders are advised that 'auto-calculation' has 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.
- A.3.3 If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and will notify all the Bidders of the update.
- A.3.4 Bidders shall indicate Firm Fixed Prices for all CLINs in the bidding sheets.
- A.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.

- A.3.6 All CLINs in the Bidding Sheets shall be quoted (i.e. All CLINs, Work Packages 1 through 11)
- A.3.7 Bidders shall fill only yellow marked cells in the Bidding Sheets.
- A.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.
- A.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.
- A.3.10 All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 8 hours/day, for a five day working week.
- A.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.
- A.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.
- A.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.
- A.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 duration of the tasks as indicated in the IFB are to be construed as relative to a hypothetical Effective Date of Contract (EDC) to occur no later than the end of the third quarter 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 grounds 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 grounds for any Purchaser request for decrease in price.

A.4 Bidding Sheets Compilation Instructions

- A.4.1 Compilation Requirements
- A.4.1.1 This paragraph addresses specific requirements and assumptions relevant to completion of the different sections of the bidding sheets.
- A.4.2 Bidding Sheets – Cover Page

- A.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.
- A.4.3 Bidding Sheets – Section 1
- A.4.3.1 Introduction
- 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.
- Section I further includes for each identified CLIN a “CLIN Price Breakdown” sheet which contains the relevant Basis of Estimate (BOE).
- 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.
- A.4.3.2 Section 1 – CLIN Summary Pricing Requirements
- Subject to the stipulations in paragraph A.4.1, the following requirements are applicable to the pricing of all CLINs.
- 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.
- The geographical locations of the sites (Work Package 5) shall be defined in detail by the Purchaser during Contract execution. Firm Fixed Prices indicated for any work to be undertaken at these sites during the course of this Contract shall be valid for any location within the geographical area indicated in the Schedule of Supplies and Services (i.e. Europe).
- 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.
- CLIN 1 pricing (Project Management) shall account to cover for all Work Packages execution up to FSA.
- A.4.4 Bidding Sheets – Completing the CLIN Summary Sheet
- A.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 A.4.5.
- A.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.

- A.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.
- A.4.4.4 In the CLIN Summary Sheet Bidders shall enter the price of each CLIN for each line item.
- A.4.5 Bidding Sheets – Completing the CLIN Price Breakdown Sheets
- A.4.5.1 Bidders are instructed to prepare their cost proposals 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.
- A.4.5.2 Material
 - a) 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.
 - b) 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.
 - c) 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.
 - d) The bidder shall provide a level of detail down the unique sellable item level.
 - e) 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 LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of material.
- A.4.5.3 Direct Labour
 - a) Bidders shall show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed.
 - b) 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.
- A.4.5.4 Subcontract Labour
 - a) Bidders shall show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed.
 - b) 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.

A.4.5.5 Travel

- a) Bidders shall 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.
- b) Comments, descriptions, references, and explanation of calculation method may be inserted under the 'Notes' column including the location & reference to SOW.

A.4.5.6 Other Direct Costs

- a) Special Tooling/Equipment: Identify and support specific equipment and unit prices. Use a separate schedule if necessary.
- b) 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.
- c) 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.

A.4.6 Bidding Sheets – Section 2

A.4.6.1 Introduction

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.

A.4.6.2 Pricing Requirements

Subject to the stipulations in paragraph A.4.1, the following requirements are applicable for the purpose of the quotation:

- All prices quoted shall be fully loaded (i.e. inclusive of all G&A, administrative costs and profit).
- Prices provided shall be applicable to each year indicated in the bidding sheets.
- Prices quoted shall include travel to join the required place of duty

A.4.7 Bidding Sheets – Section 3

A.4.7.1 Introduction

Section 3 addresses the requirement for bidders to provide pricing information relevant to any COTS software or licenses required for the successful performance under this Contract, including those quoted under optional Work Package 9 (see also paragraph A.4.7.2. below). It is to be noted that such information is requested only for COTS products necessary for the purpose of installing and operating the system being delivered.

Bidder's attention is drawn to the fact that the Purchaser reserves the right to provide COTS software and licenses as Purchaser Furnished Equipment should it

be possible for the Purchaser to get better prices through existing Enterprise Agreements or Basic Ordering Agreements. This right would be exercised by the Purchaser before contract award or during the course of the performance of the contract.

A.4.7.2 Pricing Requirements

Bidders are to note that CLIN 9 serves as a contingency package to provide for additional COTS software and licenses required to run TRITON at authorized sites equipped with the required hardware.

The current planning foresees that the required computing environment will be furnished by the Purchaser for all installation sites, however, should additional COTS software and licenses be required, the Purchaser will exercise this optional CLIN 9 in full or partially.

Bidders are requested to price CLIN 9 in accordance with the instructions provided in Sections A.3 and A.4 and based on the description of the infrastructure and computing environments described in the SRS and the description provided in SOW, Annex B, Work Package 9 (COTS Software Provision).

Bidders shall complete Section 3 of the Bidding Sheets by populating the table with all COTS software and licenses required for the installation and operation of the proposed TRITON solution, as well as all COTS software and licenses offered under CLIN 9.4.1, providing a price quotation for each line of COTS software or licenses that meets the following pricing requirements:

- a) All prices quoted shall be DDP (INCOTERMS).
- b) All prices shall be fully loaded with any applicable overhead, general and administrative costs and profit, but excluding any costs associated with the installation of the products.
- c) Prices provided shall be applicable to the reference out-year and quantity indicated.

The purpose of this pricing information is to be included in the contract as reference for future amendments, and the Purchaser reserves the right to procure additional COTS software or licenses as needed for any installation site at the prices indicated under optional Work Package 9.

A.4.8 Bidding Sheets – Section 4

A.4.8.1 Introduction

A.4.8.2 Section 4 addresses the requirement for bidders to provide pricing information for all hardware items required to build the TRITON Deployable Kits, CLIN 3.4.5.

A.4.8.3 Pricing Requirements

Bidders are requested to price Section 4 in accordance with the instructions provided in Sections A.3 and A.4 above and in accordance with the specifications and requirements for the TRITON Deployable Kits contained in the Contract SOW and SRS.

Bidders shall complete Section 4 of the Bidding Sheets by populating the table and separately listing all individual Hardware Components required to build and

operate the TRITON Deployable Kits, providing a price quotation for each Hardware Component:

- a) All prices quoted shall be DDP (INCOTERMS).
- b) All Hardware Component prices shall be fully loaded with any applicable overhead, general and administrative costs and profit, but excluding any costs associated with the installation of the products as well as non-recurring engineering costs.
- c) One complete “NU Unit” price shall be fully loaded with hardware costs and any applicable recurring engineering costs such as overhead, general and administrative costs, profit, installation of the products and delivery.

Prices provided shall be applicable to the reference out-year and quantity indicated.

The purpose of this pricing information is to be included in the contract as reference for future amendments, and Bidders are advised that the Purchaser reserves the right to procure additional quantities of spare parts at the price offered and as required.

Annex B Prescribed Administrative Forms and Certificates

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 : _____

TELEFAX NO. : _____

POINT OF CONTACT REGARDING THIS BID:

NAME : _____

POSITION : _____

TELEPHONE : _____

ALTERNATIVE POINT OF CONTACT:

NAME : _____

POSITION : _____

TELEPHONE : _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

B.2 Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for Bid no IFB-CO-13859-TRITON 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

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-13859-TRITON. 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;
- b. 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
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

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

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

B.6 Comprehension and Acceptance of Contract Special and General Provisions

The Bidder hereby certifies that he has reviewed the Special Contract Provisions and the NCIO General Provisions set forth in the Prospective Contract, Book II of this Invitation for Bid. The Bidder hereby provides his confirmation that he 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 he 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

B.7 Disclosure of Requirements for the 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 NCIA 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 and/or are relevant to the following items:

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 MOU signature after our firm would be selected as the successful bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the 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

B.8 Certificate of Compliance AQAP 2110 or ISO 9001:2008 or Equivalent

I hereby certify that _____ (name of Company) possesses and applies Quality Assurance Procedures/Plans that are equivalent to the AQAP 2110 or ISO 9001:2008 as evidenced through the attached documentation¹.

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidders must attach copies of any relevant quality certification.

B.9 List of Prospective Major Subcontractors

Name and Address of Subcontractor	DUNS Number ²	Primary Location of Work	Items/Services to be Provided	Estimated Value of Subcontract

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

² Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help the NCI Agency to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

B.10 Bidder Background IPR

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

The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract¹.

Item	Description / IP Ownership	Indicate if COTS ²

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.

The Background IPR stated above complies with the terms specified in Clause 27 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCIO General Contract Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

¹ Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included).

² Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

B.11 List of Subcontractor IPR

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

The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract⁵.

Item	Description / IP Ownership	Indicate if COTS ⁶

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.

The Background IPR stated above complies with the terms specified in Clause 27 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCIO General Contract Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

⁵ Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included)

⁶ Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

B.12 List of Third Party IPR

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

The Third Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract¹.

Item	Description / IP Ownership	Indicate If COTS ²

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.

The Background IPR stated above complies with the terms specified in Clause 27 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCIO General Contract Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

¹ Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included)

² Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

B.13 Certificate of Origin of Equipment, Services, and Intellectual Property

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, he 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

B.14 List of Proposed Key Personnel

Position	SOW/WP Reference	Labour Category	Name	Designation Period
Project Manager	3.5.2 and 6.2.1	Project Manager		EDC thru Contract expiration date
Technical Lead (Overall TRITON)	3.5.3 and 6.4.1	Senior Engineer		EDC thru Contract expiration date
Technical Lead (Visualisation Component)	3.5.3 and 6.4.1	Senior Engineer		Thru WP4
Test Director	3.5.4 and 6.4.18	Senior Test Engineer		EDC thru Contract expiration date
Quality Assurance Manager	3.5.5 and 6.5.10	Quality Assurance Manager		EDC thru Contract expiration date
Integrated Logistics Support Engineer	3.5.6 and 6.5.1	Logistics Management Specialist		EDC thru Contract expiration date

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

 Bid Reference

B.15 Certificate of Price Ceiling

I hereby certify that the total price offered in the price quotation of this Bid for CLINs 1, 2, 3.1, 3.2, 3.3, 3.4, 4, 5, 6, 7, 8, and 12 of the Bidding Sheets does not exceed **EUR 22,683,750** (twenty-two million six hundred eighty-three thousand seven hundred and fifty Euro) as described in paragraph 3.5.1.2 of 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

B.16 Disclosure of Conflict of Interest

I, the undersigned, as an authorized representative of _____,
(company name) certify that¹:

(Check one of the following statements:)

☐ a real or apparent conflict of interest as defined in Section 3.4.2.2 of the Bidding Instructions does not exist.

☐ a real or apparent conflict of interest as defined in Section 3.4.2.2 of the Bidding Instructions may exist and a plan for the mitigation of the conflict is provided in attachment to this Certificate.

(check one of the following statements:)

☐ business relationships as defined under Section 3.4.2.2 of the Bidding Instructions do not exist.

☐ business relationships as defined under Section 3.4.2.2 of the Bidding Instructions exist and have been identified in attachment to this Certificate.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

¹ Bidders are to check the appropriate box(es).

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-13859-TRITON 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 Best Value Bid, has withdrawn his Bid, or stated that he does not consider his Bid valid or agree to be bound by his Bid, or

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the Best Value 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 D Non-Disclosure Undertaking

1. COMPANY SIGNING THE UNDERTAKING

[Insert name of Company], located in(address)..... (hereinafter referred to as “Company”) and its officers, directors and employees (being permanent, temporary, full-time, part-time, or staff that has been hired as consultants by the said company) agree to be bound by the terms of this undertaking (the “Undertaking”).

2. BACKGROUND

In order to allow potential bidders to prepare a bid under IFB-CO-13859-TRITON, Confidential Information, as defined below, will be released to potential Bidders that have duly executed this Undertaking.

3. CONFIDENTIAL INFORMATION

For the purposes of this Undertaking, Confidential Information shall include the following items:

- IFB-CO-13859-TRITON System Requirement Specifications (TRITON SRS)
- Documentation and materials included in TRITON IFB Bidders’ library

4. RIGHT OF USE

4.1 Company is authorised to use the Confidential Information for the sole purpose of preparing a bid for IFB-CO-13859-TRITON and for a limited period not to exceed the completion of the bid evaluation period (as notified by the Purchaser) for IFB-CO-13859-TRITON. This period shall be extended automatically if Company is determined to be the Successful Bidder until the effective date of Contract CO-13859-TRITON, which shall then govern the terms of use and disclosure of the Confidential Information.

4.2 The Confidential Information will be delivered “as is”. Company acknowledges that the Confidential Information is released without any acceptance of liability for damages of any kind including but not limited to incidental, special or consequential damages sustained by the Company as a result of the usage of the Confidential Information.

4.3 Any cost involved with the use of the Confidential Information is the sole responsibility of the Company.

4.4 On completion of the bidding process in relation to Invitation For Bid IFB-CO-13859-TRITON and at the latest five (5) working days after notification that Company is not the successful Bidder, Company shall return to NCI Agency, or destroy, the Confidential Information and provide NCI Agency with a written statement that Company has returned the original Confidential Information and all copies or destroyed the original Confidential Information and all copies.

5. NON-DISCLOSURE

5.1. Company shall not disclose the Confidential Information to any third party and shall limit the disclosure internally to those of its officers, directors, employees (being permanent, temporary, full-time, part-time, or staff that has been hired as consultants by the said company) on a need to know basis and provided that these officers, directors, employees (being permanent, temporary, full-time, part-time, or staff that has been hired as consultants by the said company) are bound by a non-disclosure agreement or an adequate confidentiality clause covering the Confidential Information disclosed on the basis of this Undertaking.

5.2 Should any portion of the Confidential Information fall within any of the following provisions, such portion of the Confidential Information is released from the protection provided under this Undertaking from the date such provision becomes effective:

- Information which is or becomes part of the public domain without breach of this Undertaking;
- Information which is received after the signature of this Undertaking by Company from a third party who did not obtain or disclose it in violation of any rights of the NCI Agency;
- Information which is already known by Company, which is legally allowed to use it, at the time of signature of this Undertaking, which the Company can substantiate by written evidence;
- Information which is publicly disclosed with the prior written approval of the NCI Agency; and Information which is independently developed by an employee of the Company who did not have access to the Confidential Information and independent development is substantiated by sufficient evidence.

6. DISPUTE RESOLUTIONS

All disputes arising as a result of this Undertaking shall be subject to the dispute resolution procedure as detailed below:

6.1. Dispute resolution shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

6.2. All disputes arising under, or which are related to this Undertaking or with respect to its effectiveness shall be resolved by consultation. If no agreement can be found, either NCI Agency or the Company may open arbitration proceedings in accordance with the following arbitration provisions.

6.3. The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty (30) days from the date of receipt of this letter, NCI Agency and the Company shall jointly appoint an arbitrator. In the event of failing to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by NCI Agency, another by the Company and the third, who shall act as President of the Tribunal, by these two arbitrators. Should NCI Agency or the Company fail to appoint an arbitrator during the fifteen (15) days following the expiration of the said first period, the appointment shall be made, within twenty-one (21) days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

6.4. Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal. Any arbitrator must be of the nationality of any one of the member states of the NATO and shall be bound by the rules of security in force within NATO.

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

6.6. An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 7.3. above.

6.7. The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Undertaking. The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the appointment of the arbitration expenses.

7. GENERAL PROVISIONS

7.1. Nothing in this Undertaking shall be construed as granting or conferring any proprietary rights to the Company on the Confidential Information.

On behalf of Company

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

Annex E Requirements Implementation Schedule

In Book II, Part IV, Annex C

NATO UNCLASSIFIED

IFB-CO-13859-TRITON- Book I- Annex F

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

IFB-CO-13859-TRITON

INVITATION FOR BID

IFB-CO-13859-TRITON

**Provision of Functional Services for
Command and Control of Maritime Operations
(TRITON)**

Project Serial 2011/0IS03081

Clarification Requests Form

NATO UNCLASSIFIED

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial	IFB Ref.	Question	Answer	Status
A.1				
A.2				
A.3				

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

PRICE				
Serial	IFB Ref.	Question	Answer	Status
P.1				
P.2				
P.3				

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial	IFB Ref.	Question	Answer	Status
T.1				
T.2				
T.3				

IFB-CO-13859-TRITON BIDDING SHEETS

Contract Bidding Documentation
ANNEX 1 to General Provisions - Bidding Sheets
IFB-CO-13859-TRITON



The tabs contained in this workbook are the Basis of Estimate (BOE) for the proposal.

Legend

	Headings / Background
	Bidder Input Cell
	To be Completed by the NCI Agency Contracting
	Background / Information Only

Summary Bidders Input Cells

Description

UNIT PRICE	Provide the unit price for the item in your selected currency
TOTAL PRICE	Provide the total price of all items in your selected currency

CLIN Bidding Sheets Instructions

INTRODUCTION
All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids (in the absence of a pre-approved National Format). All data completed in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render your bid as non compliant thus removing yourself from the bidding process. Input cells are colour coded YELLOW. Modify other cells as required and in accordance with the instructions below. Please use the CLIN PRICING sheets to provide the required pricing details FOR EACH CLIN. However replicate sheets as required. Please see Bidding Instructions for further details.

FORM INPUTS		
PRICING SUMMARY ASSUMPTIONS		
Currency:	Select currency of input values from drop down list.	
Calendar Year:	Select Year 1 of the spread profile from the drop down list.	
Quantity	Enter quantities of proposed item(s) in the time profiling inputs to the right.	
Unit Cost	Enter the unit cost of the proposed item(s) for each year.	
Total Estimated Cost	This is a calculated value (Quantity x Unit Price) and should not be altered.	
CATEGORY	DESCRIPTION	APPLICATION
1. DIRECT MATERIAL	A. Purchased Equipment - Items purchased as part of the proposed solution. Please provide vendor quotes and/or invoices along with quantity and prices. B. Subcontracted Item - Items procured through sub contracts as part of the proposed solution. Please provide subcontractor quotes and/or invoices along with quantity and prices. Prices must be traceable to the Subcontract & Material BOE tab C. Other Equipment/Materials - Items procured as part of the proposed solution. Please provide vendor quotes and/or invoices along with quantity and prices.	1. Insert the Equipment Item Name(s). 2. Provide a time phased (monthly) breakdown of quantities. 3. Provide unit prices against each equipment item for each year. 4. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column
2. DIRECT LABOUR	Direct labour is all effort directly expended by the bidder for the proposed solution	1. Insert the direct labour title(s). 2. Provide a time phased (monthly) breakdown of labour hours. 3. Provide hourly rates against each labour title for each year. 4. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column.
3. SUBCONTRACT LABOUR	Indirect labour is all effort expended by the sub-contractor for the proposed solution. Prices must be traceable to the Subcontract & Material BOE tab	1. Insert the subcontract labour title(s). 2. Provide a time phased (monthly) breakdown of labour hours. 3. Provide hourly rates against each labour title for each year. 4. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column
4. TRAVEL	Includes all travel associated with the procurement and delivery of the proposed solution.	1. Insert the Trip Name(s). 2. Provide number of trips being made. 3. Provide number of people travelling. 4. Provide number of days per trip. 5. Provide cost of round trip flight. 6. Provide daily per diem rate. 7. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.
5. OTHER DIRECT COSTS	Additional direct costs directly expended by the bidder for the proposed solution that do not fit in any of the above categories.	1. Insert the Other Direct Cost title(s). 2. Provide a time phased (monthly) breakdown of unit quantities. 3. Provide unit costs against each title. 4. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column.
6. TOTAL FEE / PROFIT %	Provide all FEE/PROFIT percentage applied to costs in accordance with your approved national accounting standards.	Provide calculation used in application of FEE/PROFIT into the price.
7. OTHER FACTORS	Provide any OTHER FACTOR percentage applied to costs in accordance with your approved national accounting standards. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column.	Provide calculation used in application of FACTORS into the price.
GRAND TOTAL	The total shall feed into the SSS.	Total Price including direct cost, indirect cost, rates and factors as applied above. Please do not forget to amend the title to reflect the appropriate CLIN number.

IFB-CO-13859-TRITON

CLIN SUMMARY

BASIC CONTRACT CLIN SUMMARY

CLIN	DESCRIPTION	SOW REFERENCE	WP REFERENCE	DELIVERY DATE	DELIVERY DESTINATION	DELIVERY FORM	UNIT	QTY	UNIT PRICE	PRICE (Currency)	Comments
1	PROJECT MANAGEMENT										
1.1	Project Resources									€	-
1.1.1	Project Management Office	3.5	2.3.1	PMR	Contractor's Premises	As Required	Lot	1	€	-	-
1.1.2	Project Website and Collaborative Working Environment (CWE)	3.6	2.3.2	PMR; 4 wks after WP1 PSD	Online	Online	Each	1	€	-	-
1.1.3	Perform Project Management Process	3	2.1	Until FSA	Contractor's Premises	As Required	Lot	1			NSP
1.2	Project Planning									€	-
1.2.1	Project Management Plan (PMP)	3.7	2.4.1	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.2	Project Product Breakdown Structure (PPBS) (Breakdown Structure, Product Descriptions, Product Flow Diagram)	3.8	2.4.2	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.3	Project Work Breakdown Structure (PWBS)	3.9	2.4.3	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.4	Project Master Schedule (PMS)	3.10	2.4.4	PMR	CWE	Electronic	Each	1	€	-	-
1.2.5	Work Package Management	3.11	2.4.5	PMR	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	-
1.2.6	Perform Risk Management Process	3.12	2.5	Until FSA	Contractor's Premises	As Required	Lot	1			NSP
1.2.7	Risk Management Plan (RMP)	3.12.4	2.5.2	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.8	Perform Quality Management Process	3.13	2.6	Until FSA	Contractor's Premises	As Required	Lot	1			NSP
1.2.9	Quality Plan (QP)	3.13.2	2.6.2	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.10	System Development Plan (SDP) Annex - Requirements Implementation Schedule (RIS) Annex - Usability Engineering Plan (UEP) Annex - Security Accreditation Plan (SAP)	4.6	2.9.1	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.11	Perform Configuration Management Process	4.7	2.7	Until FSA	Contractor's Premises	As Required	Lot	1			NSP
1.2.12	Configuration Management Plan (CMP)	4.7.5	2.7.2	PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.13	Perform Integrated Logistic Support Process	5	2.8	Until FSA	Contractor's Premises	As Required	Lot	1			NSP
1.2.14	Integrated Support Plan (ISP) (draft)	5.2	2.8.2	PMR	CWE	Electronic	Each	1	€	-	-
1.2.15	Integrated Support Plan (ISP) (initial)	5.2	2.8.2	CDR	CWE	Electronic	Each	1	€	-	-
1.2.16	Integrated Support Plan (ISP) (final)	5.2	2.8.2	SQR-2 Updated at SQR-3, 4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.17	In-Service Support Plan (ISSP) Annex - System Maintenance Plan (SMP) Annex - Obsolescence Management Plan (OMP) Annex - Transportation Plan (TransP)	5.3	2.8.3	SQR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.18	Test Management Plan (TMP) (initial) Annex - Security Test and Verification Plan (STVP) Annex - System Validation Plan (SVP) (draft)	4.12.2	2.9.2	CDR	CWE	Electronic	Each	1	€	-	-
1.2.19	Test Management Plan (TMP) (updated, with STVP and SVP)	4.12.2	2.9.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.2.20	Test Management Tool Demonstration	4.12.3	2.9.3	PMR	CWE	Electronic	Each	1	€	-	-
1.3	Monitoring and Control									€	-
1.3.1	Risk Register and Issue Register	3.12	2.5.2	PMR	CWE	Electronic	Each	1	€	-	-
1.3.2	Quality Register	3.13	2.6.2	PMR	CWE	Electronic	Each	1	€	-	-
1.3.3	Lessons Log and Lessons Learned Report	3.3.8	2.10.3	PMR, each PCR	CWE	Electronic	Lot	1	€	-	-
1.3.4	Perform Change Management Process	4.7.7	2.7.7	Until FSA	Contractor's Premises	As Required	Lot	1			NSP
1.3.5	Change Requests, Deficiency Reports	4.7.8, 4.7.9	2.7.3	As required	CWE	Electronic	Lot	1	€	-	-
1.3.6	Configuration Status Accounting Database (CSAD)	4.7.10.5	2.7.8	PMR; as changes occur	CWE	Electronic	Each	1	€	-	-
1.3.7	Project Highlight Reports (PHR)	3.17	2.10.1	Monthly	NCIA-TH, CWE	Paper, Electronic	Each	36	€	-	-
1.3.8	Final System Acceptance Report (FSA-R)	4.14.8.3	2.10.5	CCM	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.4	Project Meetings and Reviews									€	-
1.4.1	Minutes of Meetings			After each meeting	CWE	Electronic	Lot	1	€	-	-
1.4.2	Conduct Project Kick-off Meeting	3.15.2	2.11.2	2 wks after EDC	NCIA-TH	Meeting	Each	1	€	-	-
1.4.3	Project Kick-off Meeting Report	3.15.2.5	2.11.2	After the meeting	CWE	Electronic	Each	1	€	-	-
1.4.4	Attending Integrated Project Management Team (IPMT) Meetings	3.15.3	2.11.3	Quarterly or as required	To be Defined	Meeting	Lot	1	€	-	-
1.4.5	Configuration Control Board (CCB) Meetings	3.15.3	2.11.3	As required	NCIA-TH	Meeting	Lot	1	€	-	-
1.4.6	Configuration Audit Report (CAuR)	4.7.11	2.7.6	After each BL TRR	NCIA-TH, CWE	Paper, Electronic	Each	4	€	-	-
1.4.7	Conduct Project Management Review (PMR) Meeting	3.16.2.2	2.14.1	PMR	Contractor's Premises	Meeting	Lot	1	€	-	-
1.4.8	Project Management Review Report (PMR-R)	3.16.2.2	2.14.1	After PMR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.4.9	Conduct Project Checkpoint Review (PCR) Meetings	3.16.2.2	2.14.1	PCR	NCIA-TH	Meeting	Lot	1	€	-	-
1.4.10	Project Checkpoint Review Reports (PCR-R)	3.16.3	2.14.2	at CP Reviews	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	-
1.4.11	Conduct Provisional System Acceptance (PSA) Process	4.14.7	2.10.4.2	PSAR	NCIA-TH	As Required	Lot	1			NSP
1.4.12	Provisional System Acceptance Review Report (PSAR-R)	3.19	2.10.4.2	After PSAR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.4.13	Conduct Final System Acceptance (FSA) Process	4.14.8	2.10.5	Prior to CCM	NCIA-TH	As Required	Lot	1			NSP
1.4.14	Final System Acceptance Report (FSA-R)	3.19	2.10.5.2	After PSAR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.4.15	Conduct Contract Close-out Meeting (CCM)	3.19.1.4	2.12.1	CCM	NCIA-TH	Meeting	Lot	1	€	-	-
1.4.16	Contract Close-out Meeting Report (CCM-R)	3.19.1.5	2.12.1.2	After CCM	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-
1.5	Other Project Management Work									€	-
1.5.1	Other Project-related Work	3.20	2.13	As required	NCIA-TH, CWE	As Required	Lot	1	€	-	-
1.5.2	Project Information Materials	3.20.1.4	2.13.2	As required	NCIA-TH, CWE	As Required	Lot	1	€	-	-
1.5.3	Attendance to Meetings and Conferences	3.20.1.4	2.13.3	On Purchaser Request	As needed	Meeting	Lot	1	€	-	-
TOTAL PRICE CLIN 1										€	-
2	SYSTEMS ENGINEERING SERVICES										
2.1	System Requirements Analysis									€	-
2.1.1	Perform System Requirements Analysis Process	4.8	3.3.1	PMR to SRR	Contractor's Premises	As Required	Lot	1			NSP
2.1.2	Requirements Management Database (RMD)	4.8.9	3.3.1.2	PMR	CWE	Electronic	Each	1	€	-	-
2.1.3	System Requirements Specification (SyRS)	4.8.3	3.3.1.3	SRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	-

2.1.4	User Interface Specification (UIS) (draft)	4.8.4	3.3.1.4	PDR	CWE	Electronic	Lot	1	€ -	€ -	
2.1.5	User Interface Specification (UIS) (preliminary)	4.8.4	3.3.1.4	CDR updated at each SwDR	CWE	Electronic	Each	1	€ -	€ -	
2.1.6	Security Risk Assessment Report (SRA-R)	4.8.5	3.3.1.5	SRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
2.1.7	System-Specific Security Requirements Statement (SSRS)-Draft	4.8.6	3.3.1.6	SRR	CWE	Electronic	Each	1	€ -	€ -	
2.1.8	Community Security Requirements Statement (CSRS)-Draft	4.8.6	3.3.1.6	SRR	CWE	Electronic	Each	1	€ -	€ -	
2.1.9	System Interconnection Security Requirements Statements (SISRS)-Draft	4.8.6	3.3.1.6	SRR	CWE	Electronic	Each	1	€ -	€ -	
2.2	System Architectural Design										€ -
2.2.1	Perform System Architectural Design Process	4.9	3.3.2	SRR to CDR	Contractor's Premises	As Required	Lot	1			NSP
2.2.2	System Design Specification (SDS) Annex - Requirements Traceability Matrix (RTM) Annex - System Security Design Specification (SSDS)	4.9.2	3.3.2.2	PDR	CWE	Electronic	Each	1	€ -	€ -	
2.2.3	User Interface Mock-Up or Low Fidelity Prototype	4.9.1.8	3.3.1.4.2	CDR	CWE	Electronic	Each	1	€ -	€ -	
2.2.4	Interface Control Descriptions (ICDs) external systems)	4.9.2.17	3.3.2.3	CDR	CWE	Electronic	Each	1	€ -	€ -	
2.2.5	TRITON Interface Control Description (ICD) (v1)	4.9.2.17	3.3.2.3	CDR	CWE	Electronic	Each	1	€ -	€ -	
2.2.6	System Validation Test (SVT) Procedure (preliminary)	4.14.3	3.3.5	CDR	CWE	Electronic	Lot	1	€ -	€ -	
2.3	System Validation										€ -
2.3.1	Conduct System Validation Process	4.14	3.3.5	Between PSA and FSA	Selected Site	As Required	Lot	1			NSP
2.3.2	System Validation Test (SVT) Procedure (final)	4.14.3	3.3.5.2	PSA	CWE	Electronic	Each	1	€ -	€ -	
2.4	Meetings and Reviews										€ -
2.4.1	Conduct System Requirements Review (SRR)	4.8.8	3.4.1	SRR	NCIA-TH	Meeting	Lot	1	€ -	€ -	
2.4.2	System Requirements Review Report (SRR-R)	4.8.8	3.4.1.1	After SRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
2.4.3	Conduct Preliminary Design Review (PDR)	4.9.3	3.4.2	PDR	NCIA-TH	Meeting	Lot	1	€ -	€ -	
2.4.4	Preliminary Design Review Report (PDR-R)	4.9.3	3.4.2.1	After PDR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
2.4.5	Conduct Critical Design Review (CDR)	4.9.4	3.4.3	CDR	NCIA-TH	Meeting	Lot	1	€ -	€ -	
2.4.6	Critical Design Review Report (CDR-R)	4.9.4	3.4.3.1	After CDR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
2.4.7	Joint Technical Reviews (JTR)	4.5.1	3.4.4	As needed	NCIA-TH or On-line	Meeting	Lot	1	€ -	€ -	
2.4.8	Working Group (WG) Meetings - Minutes	4.4	3.4.4	After JTR	CWE	Electronic	Lot	1	€ -	€ -	
2.4.9	Conduct System Validation Review (SVR)	4.14.6	3.4.5	SVR	NCIA-TH	Meeting	Lot	1	€ -	€ -	
2.4.10	System Validation Review Report (SVR-R)	4.14.6	3.4.5.1	After SVR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
TOTAL PRICE CLIN 2										€ -	
3.1	BUILD PROCESS 1										
3.1.1	Software Requirements Analysis										€ -
3.1.1.1	Perform Software Requirements Analysis Process	4.10.2.4	4.3.2	PSD to SwRR-1	Contractor's Premises	As Required	Lot	1			NSP
3.1.1.2	Software Requirements Specification (SRS) (v1)	4.10.2.4.4	4.3.2.2	SwRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.1.3	Preliminary User Interface Specification (UIS) (v1)	4.10.2.6.7	4.3.2.3	SwRR-1	CWE	Electronic	Each	1	€ -	€ -	
3.1.2	Software Architectural and Detailed Design										€ -
3.1.2.1	Perform Software Architectural and Detailed Design Process	4.10.2.5/6	4.3.3	SwRR-1 to SwDR-1	Contractor's Premises	Electronic	Lot	1			NSP
3.1.2.2	Preliminary Software Architecture Description (SAD)	4.9.1.7	3.3.2	PDR	CWE	Electronic	Each	1	€ -	€ -	
3.1.2.3	Preliminary Database Design Description (DDD)	4.9.1.7	3.3.2	PDR	CWE	Electronic	Each	1	€ -	€ -	
3.1.2.4	Software Architecture Description (SAD) (v1)	4.10.2.5.5	4.3.3.2	SwDR-1 (CDR)	CWE	Electronic	Each	1	€ -	€ -	
3.1.2.5	Database Design Description (DDD) (v1)	4.10.2.5.6	4.3.3.3	SwDR-1 (CDR)	CWE	Electronic	Each	1	€ -	€ -	
3.1.2.6	Software Design Description (SDD) (CI-level set, for information)	4.10.2.6.6	4.3.3.4	SwDR-1 (CDR)	CWE	Electronic	Lot	1	€ -	€ -	
3.1.2.7	User Interface Specification (UIS) (v1)	4.10.2.6.7	4.3.3.5	SwDR-1 (CDR)	CWE	Electronic	Each	1	€ -	€ -	
3.1.2.8	TRITON Interface Control Description (ICD) (v2)	4.9.2.17	4.3.3.6	SwDR-1 (CDR)	CWE	Electronic	Each	1	€ -	€ -	
3.1.3	Software Construction, Testing and Integration										€ -
3.1.3.1	Perform Software Construction Process	4.10.2.7	4.3.4	SwDR-1 to FAT-1	Contractor's Premises	SW/Labour	Lot	1			NSP
3.1.3.2	Concept Demonstration System (CDS) installation and activation in PMIC	4.13.10.1	4.3.5	SwDR-1 to TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.3	Perform Software Integration and Testing Process	4.10.2.8-9	4.3.6	Before FAT-1	Contractor's Premises	N/A	Lot	1			NSP
3.1.3.4	Software Test Description (STD) (CI-level set, for information)	4.10.2.9.2	4.3.6.1	TRR-1	CWE	Electronic	Each	1	€ -	€ -	
3.1.3.5	Test Management Tool (with actual data)	4.12.3	4.4.3.2	TRR-1	CWE	Electronic	Each	1	€ -	€ -	
3.1.3.6	Factory Acceptance Test (FAT) Procedure	4.12.12.1.4	4.3.6.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.7	System Integration Test (SIT) Procedure	4.12.12.3.4	4.3.6.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.8	System Support and Maintenance Acceptance Test (SSMAT) Procedure	4.12.12.4.6	4.3.6.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.9	User Assessment Test (UAT) Procedure	4.12.12.5.5	4.3.6.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.10	Security Operating Procedures (SecOps)	4.12.12.2.5	4.3.6.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.11	Security Implementation Verification Procedures (SIVP)	4.12.12.2.6	4.3.6.2	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.12	Perform Internal System Tests	4.10.2.9.3	4.3.6.5	Before TRR-1	Contractor's Premises	As Required	Lot	1	€ -	€ -	
3.1.3.13	Internal System Test Report (IST-R)	4.10.2.9.3	4.3.6.5	TRR-1	CWE	Electronic	Lot	1	€ -	€ -	
3.1.3.14	Source Code Review Report (SCR-R)	4.10.2.7.5	4.3.6.6	TRR-1	CWE	Electronic	Each	1	€ -	€ -	
3.1.3.15	Conduct Security Test and Evaluation (ST&E)	4.12.12.2	4.3.6.7	Before TRR-1	Contractor's Premises	As Required	Lot	1	€ -	€ -	
3.1.3.16	Security Test and Evaluation Report (ST&E-R)	4.12.12.2.7	4.3.6.7	TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.17	Conduct Factory Acceptance Test (FAT)	4.12.12.1	4.3.9.2	FAT-1	Contractor's Premises	As Required	Lot	1	€ -	€ -	
3.1.3.18	Factory Acceptance Test Report (FAT-R)	4.12.12.1.8	4.3.9.3	After FAT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.19	Perform System Integration Activity	4.11.2	4.3.8	Before SIT-1	NCIA-TH	As Required	Lot	1	€ -	€ -	
3.1.3.20	Conduct System Integration Test (SIT)	4.12.12.3	4.3.9.2	SIT-1	NCIA-TH	As Required	Lot	1	€ -	€ -	
3.1.3.21	System Integration Test Report (SIT-R)	4.12.12.3.10	4.3.9.3	After SIT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.22	Software Installation Guide (SIG)	4.12.12.4.3	4.3.6.2	Prior to SSMAT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.23	Conduct System Support and Maintenance Acceptance Test (SSMAT)	4.12.12.4	4.3.9.2	SSMAT-1	NCIA-TH	As Required	Lot	1	€ -	€ -	
3.1.3.24	System Support and Maintenance Acceptance Test Report (SSMAT-R)	4.12.12.4	4.3.9.3	After SSMAT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.25	Conduct User Assessment Test (UAT)	4.12.12.5	4.3.9.2	UAT-1	NCIA-TH	As Required	Lot	1	€ -	€ -	
3.1.3.26	User Assessment Test Report (UAT-R)	4.12.12.5	4.3.9.3	After UAT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
3.1.3.27	Perform Regression Tests (RegT)	4.12.12.6	4.3.9.2	When necessary	Contractor's Premises	As Required	Lot	1	€ -	€ -	
3.1.3.28	Regression Test Reports (RegT-R)	4.12.12.6	4.3.9.3	After Reg.Tests	NCIA-TH, CWE	Paper, Electronic	Lot	1	€ -	€ -	
3.1.3.29	Software Version Description (SVD) (BL1)	4.10.2.11	4.3.7	IPC-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	

3.1.3.30	Support to IV&V Testing	4.12.12.7	4.3.9.2	IV&V Testing	NCIA-Casteau	As Required	Lot	1	€	-	€	-	
3.1.3.31	TRITON-NS Operational Software - BL1 (in AFPL)	4.7.3	4.1.1	PED	CWE	SW	Each	1	€	-	€	-	
3.1.4	Meetings and Reviews										€	-	
3.1.4.1	Conduct Software Requirements Review (SwRR)	4.10.2.4.6	4.4.1	SwRR-1	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.1.4.2	Software Requirements Review Report (SwRR-R)	4.10.2.4.6	4.4.1.1	After SwRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.1.4.3	Conduct Software Design Review Report (SwDR-R)	4.10.2.6.8	4.4.2	SwDR-1	NCIA-TH	Paper, Electronic	Lot	1	€	-	€	-	
3.1.4.4	Software Design Review Report (SwDR-R)	4.10.2.6.8	4.4.2.1	After SwDR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.1.4.5	Conduct Test Readiness Review (TRR)	4.12.5	4.4.3	TRR-1	Contractor's Premises	Meeting	Lot	1	€	-	€	-	
3.1.4.6	Test Readiness Review Report (TRR-R)	4.12.5.6	4.4.3.1	After TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.1.4.7	Attend IV&V Initial and Final Planning Conferences (IPC and FPC)	4.12.12.7.18	4.4.4	IPC-1	NCIA-Casteau	Meeting	Lot	1	€	-	€	-	
3.1.4.8	Conduct System Verification Review (SVerR)	4.12.13	4.4.5	SVR-1	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.1.4.9	System Verification Review Report (SVerR-R)	4.12.13.4	4.4.5.1	After SVR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.1.4.10	Support User Assessment Reviews (UAR)	3.16.5	4.4.6	UARs	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.1.4.11	Working Group (WG) Meetings - Minutes	4.4	4.3.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-	
TOTAL PRICE CLIN 3.1											€	-	
3.2	BUILD PROCESS 2												
3.2.1	Software Requirements Analysis										€	-	
3.2.1.1	Perform Software Requirements Analysis Process	4.10.2.4	5.3.2	PSD to SwRR-2	Contractor's Premises	As Required	Lot	1					NSP
3.2.1.2	Software Requirements Specification (SRS) (v2)	4.10.2.4.4	5.3.2.2	SwRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.1.3	Preliminary User Interface Specification (UIS) (v2)	4.10.2.6.7	5.3.2.3	SwRR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.2	Software Architectural and Detailed Design										€	-	
3.2.2.1	Perform Software Architectural and Detailed Design Process	4.10.2.5/6	5.3.3	SwRR-2 to SwDR-2	Contractor's Premises	As Required	Lot	1					NSP
3.2.2.2	Software Architecture Description (SAD) (v2)	4.10.2.5.5	5.3.3.2	SwDR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.2.3	Database Design Description (DDD) (v2)	4.10.2.5.6	5.3.3.3	SwDR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.2.4	Software Design Description (SDD) (CI-level set, for information)	4.10.2.6.6	5.3.3.4	SwDR-2	CWE	Electronic	Lot	1	€	-	€	-	
3.2.2.5	User Interface Specification (UIS) (v2)	4.10.2.6.7	5.3.3.5	SwDR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.2.6	TRITON Interface Control Description (ICD) (v3)	4.9.2.17	5.3.3.6	SwDR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.3	Software Construction, Testing and Integration										€	-	
3.2.3.1	Perform Software Construction Process	4.10.2.7	5.3.4	SwDR-2 to FAT-2	Contractor's Premises	SW/Labour	Lot	1					NSP
3.2.3.2	Perform Software Integration and Testing Process	4.10.2.8-9	5.3.5	Before FAT-2	Contractor's Premises	As Required	Lot	1					NSP
3.2.3.3	Software Test Description (STD) (CI-level set, for information)	4.10.2.9.2	5.3.5.1	TRR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.3.4	Factory Acceptance Test (FAT) Procedure	4.12.12.1.4	5.3.5.2	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.5	System Integration Test (SIT) Procedure	4.12.12.3.4	5.3.5.2	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.6	System Support and Maintenance Acceptance Test (SSMAT) Procedure	4.12.12.4.6	5.3.5.2	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.7	User Assessment Test (UAT) Procedure	4.12.12.5.5	5.3.5.2	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.8	Security Operating Procedures (SecOps)	4.12.12.2.5	5.3.5.2	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.9	Security Implementation Verification Procedures (SIVP)	4.12.12.2.6	5.3.5.2	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.10	Perform Internal System Tests	4.10.2.9.3	5.3.5.5	Before TRR-2	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.2.3.11	Internal System Test Report (IST-R)	4.10.2.9.3	5.3.5.5	TRR-2	CWE	Electronic	Lot	1	€	-	€	-	
3.2.3.12	Source Code Review Report (SCR-R)	4.10.2.7.5	5.3.5.6	TRR-2	CWE	Electronic	Each	1	€	-	€	-	
3.2.3.13	Conduct Security Test and Evaluation (ST&E)	4.12.12.2	5.3.5.7	Before TRR-2	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.2.3.14	Security Test and Evaluation Report (ST&E-R)	4.12.12.2.7	5.3.5.7	TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.15	Conduct Factory Acceptance Test (FAT)	4.12.12.1	5.3.8.2	FAT-2	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.2.3.16	Factory Acceptance Test Report (FAT-R)	4.12.12.1	5.3.8.3	After FAT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.17	Perform System Integration Activity	4.11.2	5.3.7	Before SIT-2	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.2.3.18	Conduct System Integration Test (SIT)	4.12.12.3	5.3.8.2	SIT-2	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.2.3.19	System Integration Test Report (SIT-R)	4.12.12.3.10	5.3.8.3	After SIT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.20	Software Installation Guide (SIG)	4.12.12.4.3	5.3.5.2	Prior to SSMAT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.21	Conduct System Support and Maintenance Acceptance Test (SSMAT)	4.12.12.4	5.3.8.2	SSMAT-2	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.2.3.22	System Support and Maintenance Acceptance Test Report (SSMAT-R)	4.12.12.4	5.3.8.3	After SSMAT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.23	Conduct User Assessment Test (UAT)	4.12.12.5	5.3.8.2	UAT-2	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.2.3.24	User Assessment Test Report (UAT-R)	4.12.12.13	5.3.8.3	After UAT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.25	Perform Regression Tests (RegT)	4.12.12.6	5.3.8.2	When necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.2.3.26	Regression Test Reports (RegT-R)	4.12.12.6	5.3.8.3	After Reg.Tests	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
3.2.3.27	Software Version Description (SVD) (BL2)	4.10.2.11	5.3.6	IPC-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.3.28	Support to IV&V Testing	4.12.12.7	5.3.8.2	IV&V Testing	NCIA-Casteau	As Required	Lot	1	€	-	€	-	
3.2.3.29	TRITON-NS Operational Software - BL2 (in AFPL)	4.7.3	5.1.1	PED	CWE	SW/Labour	Each	1	€	-	€	-	
3.2.4	Meetings and Reviews										€	-	
3.2.4.1	Conduct Software Requirements Review (SwRR)	4.10.2.4.6	5.4.1	SwRR-2	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.2.4.2	Software Requirements Review Report (SwRR-R)	4.10.2.4.6	5.4.1.1	After SwRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.4.3	Conduct Software Design Review (SwDR)	4.10.2.6.8	5.4.2	SwDR-2	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.2.4.4	Software Design Review Report (SwDR-R)	4.10.2.6.8	5.4.2.1	After SwDR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.4.5	Conduct Test Readiness Review (TRR)	4.12.5	5.4.3	TRR-2	Contractor's Premises	Meeting	Lot	1	€	-	€	-	
3.2.4.6	Test Readiness Review Report (TRR-R)	4.12.5.6	5.4.3.1	After TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.4.7	Attend IV&V Initial and Final Planning Conferences (IPC and FPC)	4.12.12.7.18	5.4.4	IPC-2	NCIA-Casteau	Meeting	Lot	1	€	-	€	-	
3.2.4.8	Conduct System Verification Review (SVerR)	4.12.13	5.4.5	SVR-2	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.2.4.9	System Verification Review Report (SVerR-R)	4.12.13.4	5.4.5.1	After SVR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.4.10	Conduct Operational Test Readiness Review (OTRR)	4.13.9	5.4.6	OTRR-2	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.2.4.11	Operational Test Readiness Review Report (OTRR-R)	4.13.9.6	5.4.6.1	After OTRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.2.4.12	Support User Assessment Reviews (UAR)	3.16.15	5.4.7	UARs	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.2.4.13	Working Group (WG) Meetings - Minutes	4.4	5.3.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-	
TOTAL PRICE CLIN 3.2											€	-	
3.3	BUILD PROCESS 3												
3.3.1	Software Requirements Analysis										€	-	
3.3.1.1	Perform Software Requirements Analysis Process	4.10.2.4	6.3.2	PSD to SwRR-3	Contractor's Premises	As Required	Lot	1					NSP
3.3.1.2	Software Requirements Specification (SRS) (v3)	4.10.2.4.4	6.3.2.2	SwRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.3.1.3	Preliminary User Interface Specification (UIS) (v3)	4.10.2.6.7	6.3.2.3	SwRR-3	CWE	Electronic	Each	1	€	-	€	-	

3.3.2	Software Architectural and Detailed Design									€	-	
3.3.2.1	Perform Software Architectural and Detailed Design Process	4.10.2.5/6	6.3.3	SwRR-3 to SwDR-3	Contractor's Premises	As Required	Lot	1				NSP
3.3.2.2	Software Architecture Description (SAD) (v3)	4.10.2.5.5	6.3.3.2	SwDR-3	CWE	Electronic	Each	1	€	-	€	-
3.3.2.3	Database Design Description (DDD) (v3)	4.10.2.5.6	6.3.3.3	SwDR-3	CWE	Electronic	Each	1	€	-	€	-
3.3.2.4	Software Design Description (SDD) (CI-level set, for information)	4.10.2.6.6	6.3.3.4	SwDR-3	CWE	Electronic	Lot	1	€	-	€	-
3.3.2.5	User Interface Specification (UIS) (v3)	4.10.2.6.7	6.3.3.5	SwDR-3	CWE	Electronic	Each	1	€	-	€	-
3.3.2.6	TRITON Interface Control Description (ICD) (v4)	4.9.2.17	6.3.3.6	SwDR-3	CWE	Electronic	Each	1	€	-	€	-
3.3.3	Software Construction, Testing and Integration									€	-	
3.3.3.1	Perform Software Construction Process	4.10.2.7	6.3.4	SwDR-3 to FAT-3	Contractor's Premises	SW/Labour	Lot	1				NSP
3.3.3.2	Perform Software Integration and Testing Process	4.10.2.8-9	6.3.5	SwDR-3 to FAT-3	Contractor's Premises	As Required	Lot	1				NSP
3.3.3.3	Software Test Description (STD) (CI-level set, for information)	4.10.2.9.2	6.3.5.1	TRR-3	CWE	Electronic	Each	1	€	-	€	-
3.3.3.4	Factory Acceptance Test (FAT) Procedure	4.12.12.1.4	6.3.5.2	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.5	System Integration Test (SIT) Procedure	4.12.12.3.4	6.3.5.2	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.6	System Support and Maintenance Acceptance Test (SSMAT) Procedure	4.12.12.4.6	6.3.5.2	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.7	User Assessment Test (UAT) Procedure	4.12.12.5.5	6.3.5.2	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.8	Security Operating Procedures (SecOps)	4.12.12.2.5	6.3.5.2	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.9	Security Implementation Verification Procedures (SIVP)	4.12.12.2.6	6.3.5.2	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.10	Perform Internal System Tests	4.10.2.9.3	6.3.5.5	Before TRR-3	Contractor's Premises	As Required	Lot	1	€	-	€	-
3.3.3.11	Internal System Test Report (IST-R)	4.10.2.9.3	6.3.5.5	TRR-3	CWE	Electronic	Lot	1	€	-	€	-
3.3.3.12	Source Code Review Report (SCR-R)	4.10.2.7.5	6.3.5.6	TRR-3	CWE	Electronic	Each	1	€	-	€	-
3.3.3.13	Conduct Security Test and Evaluation (ST&E)	4.12.12.2	6.3.5.7	Before TRR-3	Contractor's Premises	As Required	Lot	1	€	-	€	-
3.3.3.14	Security Test and Evaluation Report (ST&E-R)	4.12.12.2.7	6.3.5.7	TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.15	Conduct Factory Acceptance Test (FAT)	4.12.12.1	6.3.8.2	FAT-3	Contractor's Premises	As Required	Lot	1	€	-	€	-
3.3.3.16	Factory Acceptance Test Report (FAT-R)	4.12.12.1	6.3.8.2	After FAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.17	Perform System Integration Activity	4.11.2	6.3.7	Before SIT-3	NCIA-TH	As Required	Lot	1	€	-	€	-
3.3.3.18	Conduct System Integration Test (SIT)	4.12.12.3	6.3.8.2	SIT-3	NCIA-TH	As Required	Lot	1	€	-	€	-
3.3.3.19	System Integration Test Report (SIT-R)	4.12.12.3	6.3.8.3	After SIT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.20	Software Installation Guide (SIG)	4.12.12.4.3	6.3.5.2	Prior to SSMAAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.21	Conduct System Support and Maintenance Acceptance Test (SSMAT)	4.12.12.4	6.3.8.2	SSMAT-3	NCIA-TH	As Required	Lot	1	€	-	€	-
3.3.3.22	System Support and Maintenance Acceptance Test Report (SSMAT-R)	4.12.12.4	6.3.8.3	After SSMAAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.23	Conduct User Assessment Test (UAT)	4.12.12.5	6.3.8.2	UAT-3	NCIA-TH	As Required	Lot	1	€	-	€	-
3.3.3.24	User Assessment Test Report (UAT-R)	4.12.12.5.13	6.3.8.3	After UAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.25	Perform Regression Tests (RegT)	4.12.12.6	6.3.8.2	When necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-
3.3.3.26	Regression Test Reports (RegT-R)	4.12.12.6	6.3.8.3	After Reg.Tests	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-
3.3.3.27	Software Version Description (SVD) (BL3)	4.10.2.11	6.3.6	IPC-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.3.28	Support to IV&V Testing	4.12.12.7	6.3.8.2	IV&V Testing	NCIA-Casteau	As Required	Lot	1	€	-	€	-
3.3.3.29	TRITON-NS Operational Software - BL3 (in AFPL)	4.7.3	6.1.1	PED	CWE	SW	Each	1	€	-	€	-
3.3.4	Meetings and Reviews									€	-	
3.3.4.1	Conduct Software Requirements Review (SwRR)	4.10.2.4.6	6.4.1	SwRR-3	NCIA-TH	Meeting	Lot	1	€	-	€	-
3.3.4.2	Software Requirements Review Report (SwRR-R)	4.10.2.4.6	6.4.1.1	After SwRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.4.3	Conduct Software Design Review (SwDR)	4.10.2.6.8	6.4.2	SwDR-3	NCIA-TH	Meeting	Lot	1	€	-	€	-
3.3.4.4	Software Design Review Report (SwDR-R)	4.10.2.6.8	6.4.2.1	After SwDR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.4.5	Conduct Test Readiness Review (TRR)	4.12.5	6.4.3	TRR-3	Contractor's Premises	Meeting	Lot	1	€	-	€	-
3.3.4.6	Test Readiness Review Report (TRR-R)	4.12.5.6	6.4.3.1	After TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.4.7	Attend IV&V Initial and Final Planning Conferences (IPC and FPC)	4.12.12.7.18	6.4.4	IPC-3	NCIA-Casteau	Meeting	Lot	1	€	-	€	-
3.3.4.8	Conduct System Verification Review (SVRR)	4.12.13	6.4.5	SVR-3	NCIA-TH	Meeting	Lot	1	€	-	€	-
3.3.4.9	System Verification Review Report (SVRR-R)	4.12.13.4	6.4.5.1	After SVR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.4.10	Conduct Operational Test Readiness Review (OTRR)	4.13.9	6.4.6	OTRR-3	NCIA-TH	Meeting	Lot	1	€	-	€	-
3.3.4.11	Operational Test Readiness Review Report (OTRR-R)	4.13.9.6	6.4.6.1	After OTRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.3.4.12	Support User Assessment Reviews (UAR)	3.16.15	6.4.7	UARs	NCIA-TH	Meeting	Lot	1	€	-	€	-
3.3.4.13	Working Group (WG) Meetings - Minutes	4.4	6.3.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-
TOTAL PRICE CLIN 3.3										€	-	
3.4	BUILD PROCESS 4											
3.4.1	Software Requirements Analysis									€	-	
3.4.1.1	Perform Software Requirements Analysis Process	4.10.2.4	7.3.2	PSD to SwRR-4	Contractor's Premises	As Required	Lot	1				NSP
3.4.1.2	Software Requirements Specification (SRS) (v1)	4.10.2.4.4	7.3.2.2	SwRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.1.3	Preliminary User Interface Specification (UIS)	4.10.2.6.7	7.3.2.3	SwRR-4	CWE	Electronic	Each	1	€	-	€	-
3.4.2	Software Architectural and Detailed Design									€	-	
3.4.2.1	Perform Software Architectural and Detailed Design Process	4.10.2.5/6	7.3.4	SwRR-4 to SwDR-4	Contractor's Premises	As Required	Lot	1				NSP
3.4.2.2	Software Architecture Description (SAD) (v4)	4.10.2.5.5	7.3.4.2	SwDR-4	CWE	Electronic	Each	1	€	-	€	-
3.4.2.3	Database Design Description (DDD) (v4)	4.10.2.5.6	7.3.4.3	SwDR-4	CWE	Electronic	Each	1	€	-	€	-
3.4.2.4	Software Design Description (SDD) (CI-level set, for information)	4.10.2.6.6	7.3.4.4	SwDR-4	CWE	Electronic	Lot	1	€	-	€	-
3.4.2.5	User Interface Specification (UIS) (v4)	4.10.2.6.7	7.3.4.5	SwDR-4	CWE	Electronic	Each	1	€	-	€	-
3.4.2.6	TRITON Interface Control Description (ICD) (v5)	4.9.2.17	7.3.4.6	SwDR-4	CWE	Electronic	Each	1	€	-	€	-
3.4.2	Hardware Requirements Analysis and Design									€	-	
3.4.2.1	Perform Hardware Requirements Analysis Process	4.10.3.2	7.3.3	PSD to HwRR	Contractor's Premises	As Required	Lot	1				NSP
3.4.2.2	Hardware Requirements Specification (HRS)	4.10.3.2.2	7.3.3.2	HwRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.2.3	Perform Hardware Design Process	4.10.3.3	7.3.5	HwRR to HwDR	Contractor's Premises	As Required	Lot	1				NSP
3.4.2.4	Hardware Design Description (HDD)	4.10.3.3.2	7.3.5.1	HwDR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.3	Software Construction, Hardware Production, Testing and Integration									€	-	
3.4.3.1	Perform Software Construction Process	4.10.2.7	7.3.6	SwDR-4 to IST	Contractor's Premises	SW/Labour	Lot	1				NSP
3.4.3.2	Perform Hardware Production Process	4.10.3.4	7.3.7	SwDR-4 to IST	Contractor's Premises	HW/Labour	Lot	1				NSP
3.4.3.3	Perform Software Integration and Testing Process	4.10.2.8-9	7.3.8	Before FAT-4	Contractor's Premises	As Required	Lot	1				NSP
3.4.3.4	Software Test Description (STD) (CI-level set, for information)	4.10.2.9.2	7.3.8.1	TRR-4	CWE	Electronic	Each	1	€	-	€	-
3.4.3.5	First Article Acceptance Test (FAAT) Procedure	4.10.3.6.2.4	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.3.6	Factory Acceptance Test (FAT) Procedure (including nominal tests)	4.10.3.8.2.5	7.3.11	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.3.7	System Integration Test (SIT) Procedure	4.10.3.8.3.3	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.3.8	System Support and Maintenance Acceptance Test (SSMAT) Procedure	4.12.12.4.6	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
3.4.3.9	User Assessment Test (UAT) Procedure	4.12.12.5.5	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-

3.4.3.10	Sea Acceptance Test (SeAT) Procedure	4.10.3.8.3.3	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.11	Security Operating Procedures (SecOps)	4.12.12.2.5	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.12	Security Implementation Verification Procedures (SIVP)	4.12.12.2.6	7.3.8.2	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.13	Perform Internal System Tests	4.10.2.9.3	7.3.8.5	Before TRR-4	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.4.3.14	Internal System Test Report (IST-R)	4.10.2.9.3	7.3.8.5	TRR-4	CWE	Electronic	Lot	1	€	-	€	-	
3.4.3.15	Source Code Review Report (SCR-R)	4.10.2.7.5	7.3.8.6	TRR-4	CWE	Electronic	Each	1	€	-	€	-	
3.4.3.16	Conduct Security Test and Evaluation (ST&E)	4.12.12.2	7.3.8.7	Before TRR-4	Contractor's Premises	As Required	Lot		€	-	€	-	
3.4.3.17	Security Test and Evaluation Report (ST&E-R)	4.12.12.2.7	7.3.8.7	TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.18	Conduct First Article Acceptance Test (FAAT)	4.10.3.6.2	7.3.10.1	FAAT	Contractor's Premises	As Required	Lot		€	-	€	-	
3.4.3.19	First Article Acceptance Test Report (FAAT-R)	4.10.3.6.2.9	7.3.10.1	After FAAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.20	Conduct TDK Factory Acceptance Test (FAT) (for one TDK)	4.10.3.8.2	7.3.13.2	FAT-4	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.4.3.21	Factory Acceptance Test Report (FAT-R) (for one TDK)	4.10.3.8.2.8	7.3.13.2	After FAT-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.22	Serial Hardware Production	4.10.3.7	7.3.11	Before Hw-FAT	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.4.3.23	Perform System Integration Activity	4.11.2	7.3.12	Before SIT-4	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.4.3.24	Conduct System Integration Test (SIT)	4.12.12.3	7.3.11.5	SIT-4	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.4.3.25	System Integration Test Report (SIT-R)	4.12.12.3.10	7.3.11.5	After SIT-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.26	Software Installation Guide (SIG)	4.12.12.4.3	7.3.8.2	Prior to SSMAT-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.27	Conduct System Support and Maintenance Acceptance Test (SSMAT)	4.12.12.4	7.3.13.3	SSMAT-4	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.4.3.28	System Support and Maintenance Acceptance Test Report (SSMAT-R)	4.12.12.4	7.3.13.4	After SSMAT-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.29	Conduct User Assessment Test (UAT)	4.12.12.5	7.3.13.3	UAT-4	NCIA-TH	As Required	Lot	1	€	-	€	-	
3.4.3.30	User Assessment Test Report (UAT-R)	4.12.12.5.13	7.3.13.4	After UAT-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.31	Perform Regression Tests (RegT)	4.12.12.6	7.3.13.3	When necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.4.3.32	Regression Test Reports (RegT-R)	4.12.12.6	7.3.13.4	After Reg.Tests	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
3.4.3.33	Attend IV&V Initial and Final Planning Conferences (IPC and FPC)	4.12.12.7.18	7.4.4	IPC-4	NCIA-Casteau	Meeting	Lot	1	€	-	€	-	
3.4.3.34	Software Version Description (SVD) (BL4)	4.10.2.11	7.3.9	IPC-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.35	Support to IV&V Testing	4.12.12.7.26	7.3.13.5	IV&V Testing	NCIA-Casteau	Meeting	Lot	1	€	-	€	-	
3.4.3.36	Conduct Sea Acceptance Test (SeAT)	4.10.3.8.3	7.3.11.6	SeAT	On board a ship at port in Europe	As Required	Lot	1	€	-	€	-	
3.4.3.37	Sea Acceptance Test Report (SeAT-R)	4.10.3.8.3.5	7.3.11.6	After SeAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.3.38	Conduct TDK Factory Acceptance Tests (FAT) (for seven TDKs)	4.10.3.8.2	7.3.13.7	Hw-FAT	Contractor's Premises	As Required	Lot	1	€	-	€	-	
3.4.3.39	Factory Acceptance Test Report (FAT-R) (for seven TDKs)	4.10.3.8.2.8	7.3.13.7	After Hw-FAT	NCIA-TH, CWE	Paper, Electronic	Each	7	€	-	€	-	
3.4.3.40	TRITON-NS Operational Software - BL4 (in AFPL)	4.7.3	7.1.1	PED	CWE	As Required	Each	1	€	-	€	-	
3.4.3.41	TRITON-NU Operational Software - BL4 (in AFPL)	4.7.3	7.1.1	PED	CWE	As Required	Each	1	€	-	€	-	
3.4.4	Meetings and Reviews										€	-	
3.4.4.1	Conduct Software Requirements Review (SwRR)	4.10.2.4.6	7.4.1.1	SwRR-4	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.4.4.2	Software Requirements Review Report (SwRR-R)	4.10.2.4.6	7.4.1.1	After SwRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.3	Conduct Hardware Requirements Review (HwRR)	4.10.3.2.3	7.4.1.2	HwRR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.4.4.4	Hardware Requirements Review Report (HwRR-R)	4.10.3.2.3	7.4.1.2	After HwRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.5	Conduct Software Design Review (SwDR)	4.10.2.6.8	7.4.2.1	SwDR-4	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.4.4.6	Software Design Review Report (SwDR-R)	4.10.2.6.8	7.4.2.1	After SwDR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.7	Conduct Hardware Design Review (HwDR)	4.10.3.3.3	7.4.2.2	SwDR-4	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.4.4.8	Hardware Design Review Report (HwDR-R)	4.10.3.3.3	7.4.2.2	After SwDR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.9	Conduct Test Readiness Review (TRR)	4.12.5	7.4.3.1	TRR-4	Contractor's Premises	Meeting	Lot	1	€	-	€	-	
3.4.4.10	Test Readiness Review Report (TRR-R)	4.12.5.6	7.4.3.2	After TRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.11	Conduct Hardware Test Readiness Review (HwTRR)	4.12.5	7.4.3	Hw-TRR	Contractor's Premises	Meeting	Lot	1	€	-	€	-	
3.4.4.12	Hardware Test Readiness Review Report (HwTRR-R)	4.12.5.6	7.4.3.1	After Hw-TRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.13	Conduct Production Readiness Review (PRR)	4.10.3.7.1	7.4.5	PRR	Contractor's Premises	Meeting	Lot	1	€	-	€	-	
3.4.4.14	Production Readiness Review Report (PRR-R)	4.10.3.7.1	7.4.5.1	After PRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.15	Conduct System Verification Review (SVerR)	4.12.13	7.4.6	SVR-4	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.4.4.16	System Verification Review Report (SVerR-R)	4.12.13.4	7.4.6.1	After SVR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.17	Conduct Operational Test Readiness Review (OTRR)	4.13.9	7.4.7	OTRR-4	NCIA-TH	Meeting	Lot	1	€	-	€	-	
3.4.4.18	Operational Test Readiness Review Report (OTRR-R)	4.13.9.6	7.4.7.1	After OTRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
3.4.4.19	Working Group (WG) Meetings - Minutes	4.4	7.3.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-	
3.4.5	Equipment										€	-	
3.4.5.1	Eight (8) sets of TRITON Deployable Kits (hardware) - Each including one NS and one NU Unit - Carrying Cases for both units - Workstations for both units - Installation Kits for both units	4.10.3	7.3	PED	To be defined by the Purchaser.	HW	Each	8	€	-	€	-	
TOTAL PRICE CLIN 3.4											€	-	
4	VISUALISATION COMPONENT PROVISION												
4.1	Software Requirements Analysis												
4.1.1	Perform Software Requirements Analysis Process	4.10.2.4	8.3.3	PSD to VC-SwRR-3	Contractor's Premises	As Required	Lot	1					NSP
4.1.2	VC Software Requirements Specification (SRS) (for VC-BL1)	4.10.2.4.4	8.3.3.2	VC-SwRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
4.1.3	VC Software Requirements Specification (SRS) (for VC-BL2)	4.10.2.4.4	8.3.3.2	VC-SwRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
4.1.4	VC Software Requirements Specification (SRS) (for VC-BL3)	4.10.2.4.4	8.3.3.2	VC-SwRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
4.1.5	VC Factory Acceptance Test (FAT) Procedures (VC-BL1) (preliminary)	4.10.2.9.2	8.3.3.3	VC-SwRR-1	CWE	As Required	Each	1	€	-	€	-	
4.1.6	VC Factory Acceptance Test (FAT) Procedures (VC-BL2) (preliminary)	4.10.2.9.2	8.3.3.3	VC-SwRR-2	CWE	As Required	Each	1	€	-	€	-	
4.1.7	VC Factory Acceptance Test (FAT) Procedures (VC-BL3) (preliminary)	4.10.2.9.2	8.3.3.3	VC-SwRR-3	CWE	As Required	Each	1	€	-	€	-	
4.1.8	Component Acceptance Test (CAT) Procedure	4.10.2.9.2	8.3.3.5	VC-SwRR-3	CWE	As Required	Each	1	€	-	€	-	
4.2	Software Architectural and Detailed Design										€	-	
4.2.1	Perform Software Architectural and Detailed Design Process	4.10.2.5/6	8.3.4	VC-SwRR to VC-SwDR	Contractor's Premises	As Required	Lot	1					NSP
4.2.2	Software Architecture Description (SAD) (for VC-BL1)	4.10.2.5.5	8.3.4.2	VC-SwDR-1	CWE	Electronic	Each	1	€	-	€	-	
4.2.3	Software Architecture Description (SAD) (for VC-BL2)	4.10.2.5.5	8.3.4.2	VC-SwDR-2	CWE	Electronic	Each	1	€	-	€	-	
4.2.4	Software Architecture Description (SAD) (for VC-BL3)	4.10.2.5.5	8.3.4.2	VC-SwDR-3	CWE	Electronic	Each	1	€	-	€	-	
4.2.5	Software Design Description (SDD) (CI-level set, for information)	4.10.2.6.6	8.3.4.3	VC-SwDR-3	CWE	Electronic	Lot	1	€	-	€	-	
4.2.6	User Interface Specification (UIS) (for VC-BL1)	4.10.2.6.7	8.3.4.4	VC-SwDR-1	CWE	Electronic	Each	1	€	-	€	-	
4.2.7	User Interface Specification (UIS) (for VC-BL2)	4.10.2.6.7	8.3.4.5	VC-SwDR-2	CWE	Electronic	Each	1	€	-	€	-	
4.2.8	User Interface Specification (UIS) (for VC-BL3)	4.10.2.6.7	8.3.4.6	VC-SwDR-3	CWE	Electronic	Each	1	€	-	€	-	
4.2.9	VC Interface Control Description (ICD) (v1)	4.9.2.17	8.3.4.6	VC-SwDR-1	CWE	Electronic	Each	1	€	-	€	-	

4.2.10	VC Interface Control Description (ICD) (v2)	4.9.2.17	8.3.4.6	VC-SwDR-2	CWE	Electronic	Each	1	€ -	€ -	
4.2.11	VC Interface Control Description (ICD) (v3)	4.9.2.17	8.3.4.6	VC-SwDR-3	CWE	Electronic	Each	1	€ -	€ -	
4.3	Software Construction, Testing and Integration										€ -
4.3.1	Perform Software Construction Process	4.10.2.7	8.3.5	VC-SwDR to VC-FAT	Contractor's Premises	SW/Labour	Lot	1			NSP
4.3.2	VC Software Test Description (STD) (VC-BL 1, 2, 3)	4.10.2.9.2	8.3.6.1	VC-TRR	CWE	Electronic	Lot	1	€ -	€ -	
4.3.3	Source Code Review Report (SCR-R)	4.10.2.7.5	8.3.6.2	VC-TRR-2	CWE	Electronic	Each	1	€ -	€ -	
4.3.4	Factory Acceptance Test (FAT) Procedure (for VC-BL1)	4.12.12.1.6	8.3.6.4	VC-TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.5	Conduct Factory Acceptance Test (FAT) (for VC-BL1)	4.12.12.1	8.3.6.4	VC-FAT-3	Contractor's Premises	As Required	Lot	1	€ -	€ -	
4.3.6	Factory Acceptance Test Report (FAT-R) (for VC-BL1)	4.12.12.1	8.3.6.4	After VC-FAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.7	Factory Acceptance Test (FAT) Procedure (for VC-BL2)	4.12.12.1.6	8.3.6.4	VC-TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.8	Conduct Factory Acceptance Test (FAT) (for VC-BL2)	4.12.12.1	8.3.6.4	VC-FAT-3	Contractor's Premises	As Required	Lot	1	€ -	€ -	
4.3.9	Factory Acceptance Test Report (FAT-R) (for VC-BL2)	4.12.12.1	8.3.6.4	After VC-FAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.10	Factory Acceptance Test (FAT) Procedure (for VC-BL3)	4.12.12.1.6	8.3.6.4	VC-TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.11	Conduct Factory Acceptance Test (FAT) (for VC-BL3)	4.12.12.1	8.3.6.4	VC-FAT-3	Contractor's Premises	As Required	Lot	1	€ -	€ -	
4.3.12	Factory Acceptance Test Report (FAT-R) (for VC-BL3)	4.12.12.1	8.3.6.4	After VC-FAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.13	VC Software Installation Guide (SIG)	4.12.12.5.3	8.3.8.3	Prior to CAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.14	Conduct Component Acceptance Test (CAT)	4.12.12.5	8.3.8	CAT	NCIA-TH	As Required	Lot	1	€ -	€ -	
4.3.15	Component Acceptance Test Report (CAT-R)	4.12.12.5	8.3.8.4	After CAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.16	VC Software Version Description (SVD) (VC-BL1, 2, 3)	4.10.2.11	8.3.7.1	At each VC-TRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.3.17	C4ISR Visualisation Component - VC-BL1	4.7.3	8.3.1.7	VC-FAT-1	CWE	As Required	Each	1	€ -	€ -	
4.3.18	C4ISR Visualisation Component - VC-BL2	4.7.3	8.3.1.7	VC-FAT-2	CWE	As Required	Each	1	€ -	€ -	
4.3.19	C4ISR Visualisation Component - VC-BL3	4.7.3	8.3.1.7	VC-FAT-3	CWE	As Required	Each	1	€ -	€ -	
4.3.20	Reusable User Interface Component Set	4.7.3	8.3.1.8	CAR	CWE	As Required	Each	1	€ -	€ -	
4.3.21	Symbology Service Software	4.7.3	8.3.1.9	CAR	CWE	SW	Each	1	€ -	€ -	
4.3.22	Perform Software Maintenance until FSA	5.4.3	8.3.9.1	FSA	Contractor's Premises	As Required	Lot	1	€ -	€ -	
4.4	Meetings and Reviews										€ -
4.4.1	Conduct VC Software Requirements Review (VC-SwRR) (VC-BL1, 2, 3)	4.10.2.4.6	8.4.1	VC-SwRR-1,2,3	NCIA-TH	Meeting	Lot	1	€ -	€ -	
4.4.2	VC Software Requirements Review Report (VC-SwRR-R) (VC-BL1)	4.10.2.4.6	8.4.1.1	After VC-SwRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.3	VC Software Requirements Review Report (VC-SwRR-R) (VC-BL2)	4.10.2.4.6	8.4.1.1	After VC-SwRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.4	VC Software Requirements Review Report (VC-SwRR-R) (VC-BL3)	4.10.2.4.6	8.4.1.1	After VC-SwRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.5	Conduct VC Software Design Review (VC-SwDR) (VC-BL1, 2, 3)	4.10.2.6.8	8.4.2	VC-SwDR-1,2,3	NCIA-TH	Meeting	Lot	1	€ -	€ -	
4.4.6	VC Software Design Review Report (VC-SwDR-R) (VC-BL1)	4.10.2.6.8	8.4.2.1	After VC-SwDR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.7	VC Software Design Review Report (VC-SwDR-R) (VC-BL2)	4.10.2.6.8	8.4.2.1	After VC-SwDR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.8	VC Software Design Review Report (VC-SwDR-R) (VC-BL3)	4.10.2.6.8	8.4.2.1	After VC-SwDR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.9	Conduct VC Test Readiness Review (TRR) (VC-BL1, 2, 3)	4.12.5	8.4.3	VC-TRR-1,2,3	Contractor's Premises	Meeting	Lot	1	€ -	€ -	
4.4.10	VC Test Readiness Review Report (TRR-R) (VC-BL1)	4.12.5.6	8.4.3.1	After VC TRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.11	VC Test Readiness Review Report (TRR-R) (VC-BL2)	4.12.5.6	8.4.3.1	After VC TRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.12	VC Test Readiness Review Report (TRR-R) (VC-BL3)	4.12.5.6	8.4.3.1	After VC TRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.13	Conduct Component Acceptance Review (CAR)	4.12.13	8.4.4	CAR	NCIA-TH	Meeting	Lot	1	€ -	€ -	
4.4.14	Component Acceptance Review Report (CAR-R)	4.12.13.4	8.4.4.1	After CAR	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
4.4.15	Working Group (WG) Meetings - Minutes	4.4	8.1	After Meetings	CWE	Electronic	Lot	1	€ -	€ -	
TOTAL PRICE CLIN 4											€ -
5	SYSTEM TRANSITION										
5.1	Planning										€ -
5.1.1	System Transition Plan (STrP)	4.13.2	9.1.3	CDR	CWE	Electronic	Each	1	€ -	€ -	
5.1.2	System Transition Plan (STrP) (update)	4.13.2	9.1.3	TRRs	CWE	Electronic	Lot	1	€ -	€ -	
5.1.3	Release and Deployment Plan (RDP)	5.6.6.3	9.3.14	SQR-2	CWE	Electronic	Each	1	€ -	€ -	
5.1.4	Training Plan (TrP)	5.8.3	9.3.10	CDR	CWE	Electronic	Each	1	€ -	€ -	
5.1.5	Software Transition Plan (SwTrP)	4.17.2	9.13.15.2	SwTrRR	CWE	Electronic	Each	1	€ -	€ -	
5.2	Site Surveys										€ -
5.2.1	Perform Site Survey at DC-1	4.13.3	9.3.1	After CDR	DC-1	As Required	Lot	1	€ -	€ -	
5.2.2	Site Survey Report for DC-1	4.13.3.8	9.3.2	After Site Survey	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.2.3	Perform Site Survey at MARCOM	4.13.3	9.3.1	After CDR	MARCOM	As Required	Lot	1	€ -	€ -	
5.2.4	Site Survey Report for MARCOM	4.13.3.8	9.3.2	After Site Survey	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.2.5	Perform Site Surveys at DC-2 and DC-3	4.13.3	9.3.1	After PSA	DC-2 and DC-3	As Required	Lot	1	€ -	€ -	
5.2.6	Site Survey Reports for DC-2 and DC-3	4.13.3.8	9.3.2	After Site Survey	NCIA-TH, CWE	Paper, Electronic	Lot	1	€ -	€ -	
5.2.7	Perform Site Surveys at DCIS Location	4.13.3	9.3.1	After PSA	To be defined	As Required	Lot	1	€ -	€ -	
5.2.8	Site Survey Reports for DCIS	4.13.3.8	9.3.2	After Site Survey	NCIA-TH, CWE	Paper, Electronic	Lot	1	€ -	€ -	
5.3	System Transition for BL1										€ -
5.3.1	Establishing TRITON Support Systems for BL1	4.13.10	9.3.4.8	TRR-1	NCIA-TH (PMIC)	As Required	Lot	1	€ -	€ -	
5.3.2	Pre-Installation Check (PIC) Procedure	4.13.6.3.1	9.3.4.3	SQR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.3	Site Activation Test (SIAT) Procedure	4.13.6.8.2	9.3.8.2	SQR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.4	On-site User Assessment Test (UAT) Procedure	4.13.6.10.3	9.3.9.2	SQR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.5	Software Distribution List (SWDL)	4.13.6.12	9.4.2.2	SQR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.6	Conduct Sustainment Qualification Review (SQR)	4.13.4	9.4.2	SQR-1	DC-1 or MARCOM	Meeting	Lot	1	€ -	€ -	
5.3.7	Sustainment Qualification Review Report (SQR-R)	4.13.4.4	9.4.2	After SQR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.8	Perform Site Preparation	4.13.5	9.3.3	After SQR-1	DC-1 or MARCOM	As Required	Lot	1	€ -	€ -	
5.3.9	Perform Pre-Installation Check	4.13.6.3	9.3.4.3	After IV&V-1	DC-1 or MARCOM	As Required	Lot	1	€ -	€ -	
5.3.10	Perform Static Site Software Installation	4.13.6.4	9.3.4	After IV&V-1	DC-1 or MARCOM	As Required	Lot	1	€ -	€ -	
5.3.11	Perform Physical Configuration Audit (PCA)	4.7.13.6.6	9.4.3	PCA-1	DC-1 or MARCOM	As Required	Lot	1	€ -	€ -	
5.3.12	Configuration Audit Report (CAuR)	4.7.13.6.6	9.4.3.1	After PCA-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.13	Perform Static Site Activation	4.13.6.7	9.3.8.1	After PCA-1	DC-1 or MARCOM	As Required	Lot	1	€ -	€ -	
5.3.14	Perform Site Activation Test (SIAT)	4.13.6.8	9.3.8.2	SIAT-1	DC-1 or MARCOM	As Required	Lot	1	€ -	€ -	
5.3.15	Site Activation Test Report (SIAT-R)	4.13.6.8.4	9.3.8.2	After SIAT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.16	Training Materials (Student and Instructor Manuals for BL1)	5.8.4.7	9.3.11.4	TrRR-1	Training Location, CWE	Electronic, Paper	Lot	1	€ -	€ -	
5.3.17	Conduct Training Readiness Review (TrRR)	5.8.5	9.4.1	TrRR-1	NCIA-TH	Meeting	Lot	1	€ -	€ -	
5.3.18	Training Readiness Review Report (TrRR-R)	5.8.5	9.4.1.1	After TrRR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€ -	€ -	
5.3.19	Training Courses	5.8.10	9.3.11.2/3	As in TP	DC-1 and/or MARCOM	Course	Lot	1	€ -	€ -	
5.3.20	Training Course Evaluation Report (TCER) (for each training)	5.8.12	9.3.11.6	After each Course	CWE	Electronic	Lot	1	€ -	€ -	

5.3.21	Perform On-Site User Assessment Test (UAT) (Organizational Node)	4.13.6.10	9.3.9.2	On-Site UAT-1	MARCOM	As Required	Lot	1	€	-	€	-
5.3.22	On-Site User Assessment Test Report (UAT-R)	4.13.6.10.9	9.3.9.2	After On-Site UAT-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.3.23	Perform Site Acceptance Activities	4.13.8	9.3.12	Prior to SiAR-1	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.3.24	Conduct Site Acceptance Review (SiAR)	4.13.8.2	9.4.4	SiAR-1	DC-1 or MARCOM	Meeting	Lot	1	€	-	€	-
5.3.25	Site Acceptance Review Report (SiAR-R)	4.13.8.2.4	9.4.4.1	After SiAR-1	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4	System Transition for BL2										€	-
5.4.1	Establishing TRITON Support Systems for BL2	4.13.10	9.3.4.8	TRR-2	NCIA-TH (PMIC)	As Required	Lot	1	€	-	€	-
5.4.2	Pre-Installation Check (PIC) Procedure	4.13.6.3.1	9.3.4.3	SQR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.3	Site Activation Test (SIAT) Procedure	4.13.6.8.2	9.3.8.2	SQR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.4	On-site User Assessment Test (UAT) Procedure	4.13.6.10.3	9.3.9.2	SQR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.5	Software Distribution List (SWDL)	4.13.6.12	9.4.2.2	SQR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.6	Conduct Sustainment Qualification Review (SQR)	4.13.4	9.4.2	SQR-2	DC-1 or MARCOM	Meeting	Lot	1	€	-	€	-
5.4.7	Sustainment Qualification Review Report (SQR-R)	4.13.4.4	9.4.2	After SQR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.8	Perform Site Preparation	4.13.5	9.3.3	After SQR-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.9	Perform Pre-Installation Check	4.13.6.3	9.3.4.3	After IV&V-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.10	Perform Static Site Software Installation	4.13.6.4	9.3.4	After IV&V-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.11	Perform Physical Configuration Audit (PCA)	4.7.13.6.6	9.4.3	PCA-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.12	Configuration Audit Report (CAuR)	4.7.13.6.6	9.4.3.1	After PCA-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.13	Perform Static Site Activation	4.13.6.7	9.3.8.1	After PCA-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.14	Perform Site Activation Test (SIAT)	4.13.6.8	9.3.8.2	SIAT-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.15	Site Activation Test Report (SIAT-R)	4.13.6.8.4	9.3.8.2	After SIAT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.16	Training Materials (Student and Instructor Manuals for BL2)	5.8.4.7	9.3.11.4	TrRR-2	Training Location, CWE	Paper, Electronic	Lot	1	€	-	€	-
5.4.17	Computer-Based Training (CBT) (software)	5.8.7	9.3.11.4	TrRR-2	CWE	SW, Electronic	Each	1	€	-	€	-
5.4.18	Conduct Training Readiness Review (TrRR)	5.8.5	9.4.1	TrRR-2	NCIA-TH	Meeting	Lot	1	€	-	€	-
5.4.19	Training Readiness Review Report (TrRR)	5.8.5	9.4.1.1	After TrRR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.20	Training Courses	5.8.10	9.3.11.2/3	As in TP	DC-1 and/or MARCOM	Course	Lot	1	€	-	€	-
5.4.21	Training Course Evaluation Report (TCER) (for each training)	5.8.12	9.3.11.6	After each Course	CWE	Electronic	Lot	1	€	-	€	-
5.4.22	Perform On-Site User Assessment Test (UAT) (Organizational Node)	4.13.6.10	9.3.9.2	On-Site UAT-2	MARCOM	As Required	Lot	1	€	-	€	-
5.4.23	On-Site User Assessment Test Report (UAT-R)	4.13.6.10.9	9.3.9.2	After On-Site UAT-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.4.24	Perform Site Acceptance Activities	4.13.8	9.3.12	Prior to SiAR-2	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.4.25	Conduct Site Acceptance Review (SiAR)	4.13.8.2	9.4.4	SiAR-2	DC-1 or MARCOM	Meeting	Lot	1	€	-	€	-
5.4.26	Site Acceptance Review Report (SiAR-R)	4.13.8.2.4	9.4.4.1	After SiAR-2	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5	System Transition for BL3										€	-
5.5.1	Establishing TRITON Support Systems for BL3	4.13.10	9.3.4.8	TRR-3	NCIA-TH (PMIC)	As Required	Lot	1	€	-	€	-
5.5.2	Pre-Installation Check (PIC) Procedure	4.13.6.3.1	9.3.4.3	SQR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.3	Site Activation Test (SIAT) Procedure	4.13.6.8.2	9.3.8.2	SQR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.4	On-site User Assessment Test (UAT) Procedure	4.13.6.10.3	9.3.9.2	SQR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.5	Software Distribution List (SWDL)	4.13.6.12	9.4.2.2	SQR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.6	Conduct Sustainment Qualification Review (SQR)	4.13.4	9.4.2	SQR-3	DC-1 or MARCOM	Meeting	Lot	1	€	-	€	-
5.5.7	Sustainment Qualification Review Report (SQR-R)	4.13.4.4	9.4.2	After SQR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.8	Perform Site Preparation	4.13.5	9.3.3	After SQR-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.9	Perform Pre-Installation Check	4.13.6.3	9.3.4.3	After IV&V-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.10	Perform Static Site Software Installation	4.13.6.4	9.3.4	After IV&V-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.11	Perform Physical Configuration Audit (PCA)	4.7.13.6.6	9.4.3	PCA-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.12	Configuration Audit Report (CAuR)	4.7.13.6.6	9.4.3.1	After PCA-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.13	Perform Static Site Activation	4.13.6.7	9.3.8.1	After PCA-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.14	Perform Site Activation Test (SIAT)	4.13.6.8	9.3.8.2	SIAT-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.15	Site Activation Test Report (SIAT-R)	4.13.6.8.4	9.3.8.2	After SIAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.16	Training Materials (Student and Instructor Manuals for BL3)	5.8.4.7	9.3.11.4	TrRR-3	Training Location, CWE	Paper, Electronic	Lot	1	€	-	€	-
5.5.17	Computer-Based Training (CBT) (software)	5.8.7	9.3.11.4	TrRR-3	CWE	SW, Electronic	Each	1	€	-	€	-
5.5.18	Conduct Training Readiness Review (TrRR)	5.8.5	9.4.1	TrRR-3	NCIA-TH	Meeting	Lot	1	€	-	€	-
5.5.19	Training Readiness Review Report (TrRR-R)	5.8.5	9.4.1.1	After TrRR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.20	Training Courses	5.8.10	9.3.11.2/3	As in TP	DC-1 and/or MARCOM	Course	Lot	1	€	-	€	-
5.5.21	Training Course Evaluation Report (TCER) (for each training)	5.8.12	9.3.11.6	After each Course	CWE	Electronic	Lot	1	€	-	€	-
5.5.22	Perform On-Site User Assessment Test (UAT) (Organizational Node)	4.13.6.10	9.3.9.2	On-Site UAT-3	MARCOM	As Required	Lot	1	€	-	€	-
5.5.23	On-Site User Assessment Test Report (UAT-R)	4.13.6.10.9	9.3.9.2	After On-Site UAT-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.5.24	Perform Site Acceptance Activities	4.13.8	9.3.12	Prior to SiAR-3	DC-1 or MARCOM	As Required	Lot	1	€	-	€	-
5.5.25	Conduct Site Acceptance Review (SiAR)	4.13.8.2	9.4.4	SiAR-3	DC-1 or MARCOM	Meeting	Lot	1	€	-	€	-
5.5.26	Site Acceptance Review Report (SiAR-R)	4.13.8.2.4	9.4.4.1	After SiAR-3	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.6	System Transition for BL4										€	-
5.6.1	Training Materials (Student and Instructor Manuals for BL4)	5.8.4.7	9.3.11.4	TrRR-4	Training Location, CWE	Paper, Electronic	Lot	1	€	-	€	-
5.6.2	Conduct Training Readiness Review (TrRR)	5.8.5	9.4.1	TrRR-4	NCIA-TH	As Required	Lot	1	€	-	€	-
5.6.3	Training Readiness Review Report (TrRR-R)	5.8.5	9.4.1.1	After TrRR-4	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.6.4	Training Courses	5.8.10	9.3.11.2/3	As in TP	NCIA-TH	Course	Lot	1	€	-	€	-
5.6.5	Training Course Evaluation Report (TCER) (for each training)	5.8.12	9.3.11.6	After each Course	CWE	Electronic	Lot	1	€	-	€	-
5.6.6	Ship installation (for SeAT)	4.13.6.5	9.3.6	Prior to SeAT	On board a ship at port in Europe	As Required	Each	1	€	-	€	-
5.7	System Roll-out DC-2										€	-
5.7.1	Conduct Sustainment Qualification Review (SQR)	4.13.4	9.4.2	SQR for DC-2	DC-2	Meeting	Lot	1	€	-	€	-
5.7.2	Sustainment Qualification Review Report (SQR-R)	4.13.4.4	9.4.2	After SQR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.7.3	Perform Site Preparation	4.13.5	9.3.3	After SQR	DC-2	As Required	Lot	1	€	-	€	-
5.7.4	Perform Pre-Installation Check	4.13.6.3	9.3.4.3	After SQR	DC-2	As Required	Lot	1	€	-	€	-
5.7.5	Perform Static Site Software Installation	4.13.6.4	9.3.4	After SQR	DC-2	As Required	Lot	1	€	-	€	-
5.7.6	Perform Physical Configuration Audit (PCA)	4.7.13.6.6	9.4.3	PCA for site	DC-2	As Required	Lot	1	€	-	€	-
5.7.7	Configuration Audit Report (CAuR)	4.7.13.6.6	9.4.3.1	After PCA	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.7.8	Perform Static Site Activation	4.13.6.7	9.3.8.1	After PCA	DC-2	As Required	Lot	1	€	-	€	-
5.7.9	Perform Site Activation Test (SIAT)	4.13.6.8	9.3.8.2	SIAT	DC-2	As Required	Lot	1	€	-	€	-
5.7.10	Site Activation Test Report (SIAT-R)	4.13.6.8.4	9.3.8.2	After SIAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
5.7.11	Perform Site Acceptance Activities	4.13.8	9.3.12	Prior to SiAR	DC-2	As Required	Lot	1	€	-	€	-
5.7.12	Conduct Site Acceptance Review (SiAR)	4.13.8.2	9.4.4	SiAR	DC-2	Meeting	Lot	1	€	-	€	-

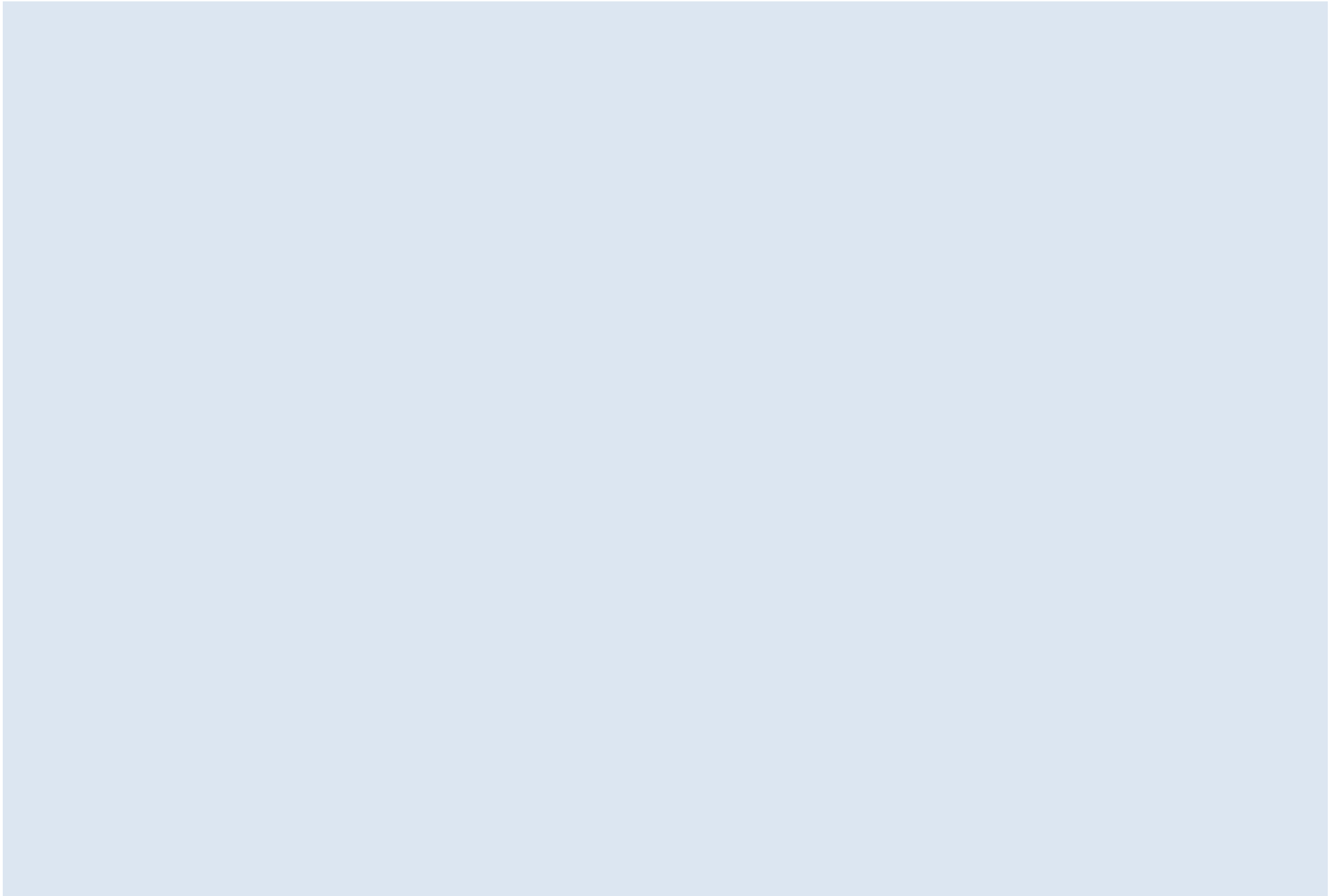
5.7.13	Site Acceptance Review Report (SiAR-R)	4.13.8.2.4	9.4.4.1	After SiAR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.8	System Roll-out DC-3										€	-	
5.8.1	Conduct Sustainment Qualification Review (SQR)	4.13.4	9.4.2	SQR for DC-3	DC-3	Meeting	Lot	1	€	-	€	-	
5.8.2	Sustainment Qualification Review Report (SQR-R)	4.13.4.4	9.4.2	After SQR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.8.3	Perform Site Preparation	4.13.5	9.3.3	After SQR	DC-3	As Required	Lot	1	€	-	€	-	
5.8.4	Perform Pre-Installation Check	4.13.6.3	9.3.4.3	After SQR	DC-3	As Required	Lot	1	€	-	€	-	
5.8.5	Perform Static Site Software Installation	4.13.6.4	9.3.4	After SQR	DC-3	As Required	Lot	1	€	-	€	-	
5.8.6	Perform Physical Configuration Audit (PCA)	4.7.13.6.6	9.4.3	PCA for site	DC-3	As Required	Lot	1	€	-	€	-	
5.8.7	Configuration Audit Report (CAuR)	4.7.13.6.6	9.4.3.1	After PCA	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.8.8	Perform Static Site Activation	4.13.6.7	9.3.8.1	After PCA	DC-3	As Required	Lot	1	€	-	€	-	
5.8.9	Perform Site Activation Test (SiAT)	4.13.6.8	9.3.8.2	SiAT	DC-3	As Required	Lot	1	€	-	€	-	
5.8.10	Site Activation Test Report (SiAT-R)	4.13.6.8.4	9.3.8.2	After SiAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.8.11	Perform Site Acceptance Activities	4.13.8	9.3.12	Prior to SiAR	DC-3	As Required	Lot	1	€	-	€	-	
5.8.12	Conduct Site Acceptance Review (SiAR)	4.13.8.2	9.4.4	SiAR	DC-3	Meeting	Lot	1	€	-	€	-	
5.8.13	Site Acceptance Review Report (SiAR-R)	4.13.8.2.4	9.4.4.1	After SiAR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.9	System Roll-out DCIS										€	-	
5.9.1	Conduct Sustainment Qualification Review (SQR)	4.13.4	9.4.2	SQR for DC-3	DCIS	Meeting	Lot	1	€	-	€	-	
5.9.2	Sustainment Qualification Review Report (SQR-R)	4.13.4.4	9.4.2	After SQR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.9.3	Perform Site Preparation	4.13.5	9.3.3	After SQR	DCIS	As Required	Lot	1	€	-	€	-	
5.9.4	Perform Pre-Installation Check	4.13.6.3	9.3.4.3	After SQR	DCIS	As Required	Lot	1	€	-	€	-	
5.9.5	Perform Software Installation	4.13.6.4	9.3.4	After SQR	DCIS	As Required	Lot	1	€	-	€	-	
5.9.6	Perform Physical Configuration Audit (PCA)	4.7.13.6.6	9.4.3	PCA for site	DCIS	As Required	Lot	1	€	-	€	-	
5.9.7	Configuration Audit Report (CAuR)	4.7.13.6.6	9.4.3.1	After PCA	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.9.8	Perform Site Activation	4.13.6.7	9.3.8.1	After PCA	DCIS	As Required	Lot	1	€	-	€	-	
5.9.9	Perform Site Activation Test (SiAT)	4.13.6.8	9.3.8.2	SiAT	DCIS	As Required	Lot	1	€	-	€	-	
5.9.10	Site Activation Test Report (SiAT-R)	4.13.6.8.4	9.3.8.2	After SiAT	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.9.11	Perform Site Acceptance Activities	4.13.8	9.3.12	Prior to SiAR	DCIS	As Required	Lot	1	€	-	€	-	
5.9.12	Conduct Site Acceptance Review (SiAR)	4.13.8.2	9.4.4	SiAR	DCIS	Meeting	Lot	1	€	-	€	-	
5.9.13	Site Acceptance Review Report (SiAR-R)	4.13.8.2.4	9.4.4.1	After SiAR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.10	Organizational Node Activation										€	-	
5.10.1	Perform Organisational Node Activation at Authorised Locations	4.13.6.9	9.3.17	Prior to FSA	Organizational Nodes	As Required	Lot	1	€	-	€	-	
5.10.2	Perform Site Activation Test (SiAT) for each Organizational Node	4.13.6.8	9.3.8.2	SiAT	Organizational Nodes	As Required	Lot	1	€	-	€	-	
5.10.3	Site Activation Test Report (SiAT-R) (for each Node)	4.13.6.8.4	9.3.8.2	After SiAT	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
5.11	Training										€	-	
5.11.1	Support to Training Needs Analysis (TNA)	5.8.2	9.3.10	As in PMS	NCIA-TH	As Required	Lot	1	€	-	€	-	
5.11.2	Training Needs Analysis Report (TNA-R)	5.8.3	9.3.10	As in PMS	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.11.3	Conduct Training Readiness Reviews (TrRR) (as per TP)	5.8.5	9.4.1	TrRR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
5.11.4	Training Readiness Review Reports (TrRR-R)	5.8.5	9.4.1.1	After TrRR	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
5.11.5	Training Courses (as per TP)	5.8.10	9.3.11.2/3	As in TP	Training Location	Course	Lot	1	€	-	€	-	
5.11.6	Training Course Evaluation Reports (TCER) (for each training)	5.8.12	9.3.11.6	After each Course	CWE	Electronic	Lot	1	€	-	€	-	
5.11.7	Update Training Materials (if necessary)	5.8	9.3.11.7	As necessary	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
5.12	Testing										€	-	
5.12.1	Perform Multi-Site Operation Test (MSOT)	4.13.11	9.3.13	MSOT	NCIA-Casteau	As Required	Lot	1					NSP
5.12.2	Multi-Site Operation Test Report (MSOT-R)	4.13.11.7	9.3.13.3	After MSOT	NCIA-TH	Paper, Electronic	Each	1	€	-	€	-	
5.12.3	Support to FMN Initial Testing (engineering)	4.13.12	9.3.14	As in PMS	NCIA-Casteau	As Required	MxD	20	€	-	€	-	
5.12.4	Support to FMN Final Testing (engineering)	4.13.12	9.3.14	As in PMS	NCIA-Casteau	As Required	MxD	20	€	-	€	-	
5.13	Software Transition										€	-	
5.13.1	Software Source Code and Documentation (an initial copy at SwTrRR)	4.17.3.6	9.13.15.4	FSA	CWE	As Required	Lot	1	€	-	€	-	
5.13.2	Computer Programming Manual (CPM)	4.17.3.7	9.13.15.4	SwTrRR	CWE	Electronic	Each	1	€	-	€	-	
5.13.3	Conduct Software Transition Readiness Review (SwTrRR)	4.17.4	9.4.5	SwTrRR	NCIA-TH	As Required	Lot	1	€	-	€	-	
5.13.4	Software Transition Readiness Review Report (SwTrRR-R)	4.17.4	9.4.5.1	After SwTrRR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.13.5	Perform Software Transition	4.17	9.13.15	As in PMS	NCIA-TH	As Required	Lot	1	€	-	€	-	
5.13.6	Software Maintenance Training	5.8.14	9.13.15.3	As in SwTrP	NCIA-TH	As Required	Each	1	€	-	€	-	
5.13.7	Perform Software Transition Validation Test (SwTrVT)	4.17.6	9.3.16.5	SwTrVT	NCIA-TH	As Required	Lot	1	€	-	€	-	
5.13.8	Software Transition Validation Test Report (SwTrVT-R)	4.17.6.4	9.3.16.5	After SwTrVT	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.13.9	Software Transition Validation Review (SwTVR)	4.17.7	9.4.6	SwTVR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
5.13.10	Software Transition Validation Review Report (SwTVR-R)	4.17.7	9.4.6.1	After SwTVR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-	
5.14	Other Activities										€	-	
5.14.1	Perform Release Management	5.6.6	9.13.14	As in PMS	NCIA-TH	As Required	Lot	1	€	-			
5.14.2	Update TRITON Support Systems (if needed)	4.13.10	9.3.4.8	Prior to FSA	NCIA-TH (PMIC)	As Required	Lot	1	€	-	€	-	
5.15	Meetings and Reviews										€	-	
5.15.1	Working Group (WG) Meetings - Minutes	4.4	9.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-	
TOTAL PRICE CLIN 5											€	-	
6	SYSTEM SUPPORT AND MAINTENANCE												
6.1	Support										€	-	
6.1.1	On-Site support (engineering)	4.15.4	10.3.1	PSD to FSA	NCIA-TH	Labour	MxD	150	€	-	€	-	
6.1.2	Experimentation, Exercise and Prototyping Support (engineering)	4.16.4	10.3.2	PSD to FSA	NCIA-TH	Labour	MxD	50	€	-	€	-	
6.2	System Support and Maintenance										€	-	
6.2.1	System Support	5.7	10.3.3	PSD to FSA	NCIA-TH	As Required	Lot	1	€	-	€	-	
6.2.2	Software Distribution List (SWDL) (updates)	4.13.6.12	10.3.3.4	Prior to each SQR	CWE	Electronic	Lot	1	€	-	€	-	
6.2.3	Perform Release Management	5.6.6.2.2	10.3.3.4	PSD to FSA	Contractor's Premises	As Required	Lot	1	€	-	€	-	
6.2.4	System Maintenance Documentation	4.16.2	10.3.3.4	FSA	CWE	Electronic	Lot	1	€	-	€	-	
6.2.5	Software Maintenance (engineering)	5.4.3	10.3.5.4	PSD to FSA	Contractor's Premises	Labour	MxD	100	€	-	€	-	
6.3	Meetings and Reviews										€	-	
6.3.1	Conduct Monthly Maintenance Review (MMR)	4.16.3	10.4.1	MMR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
6.3.2	Monthly Maintenance Review Report (MMR-R)	4.16.3	10.4.1.1	After MRRs	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
6.3.3	Working Group (WG) Meetings - Minutes	4.4	9.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-	
TOTAL PRICE CLIN 6											€	-	
7	SUPPORT TO OPERATIONAL TESTING & EVALUATION (OT&E)												

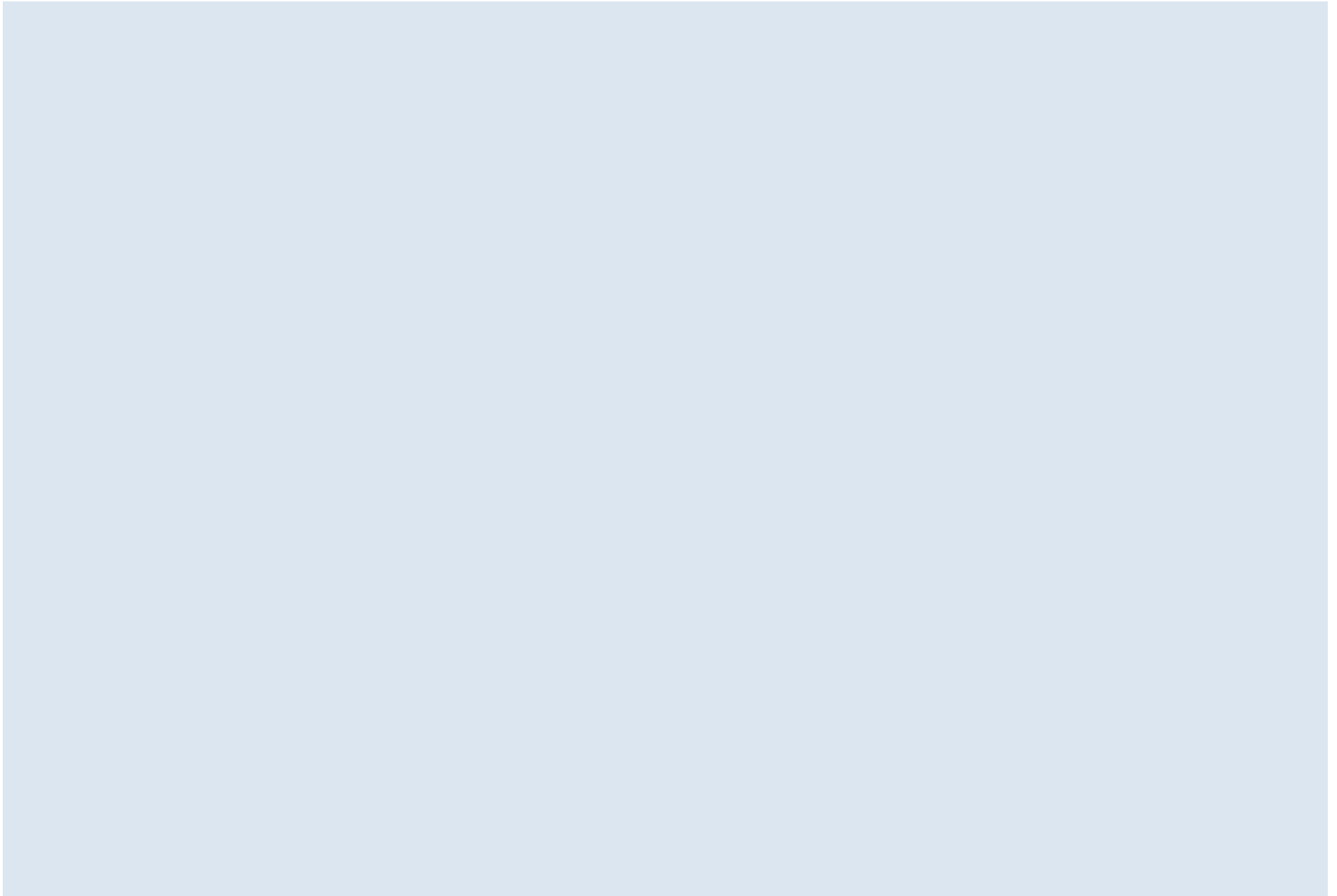
7.1	Operating and Exercise Support									€	-	
7.1.1	Support to development of Standard Operating Procedures (SOP) (engineering)	4.15.2	11.3.2	As in PMS	NCIA-TH	Labour	MxD	40	€	-	€	-
7.1.2	Support to MARCOM users during Exercise-1	4.15.3	11.3.3	OTRR to FSA	MARCOM	Labour	MxD	20	€	-	€	-
7.1.3	Support to MARCOM users during Exercise-2	4.15.3	11.3.3	OTRR to FSA	MARCOM	Labour	MxD	20	€	-	€	-
7.1.4	Support to MARCOM users during Exercise-3	4.15.3	11.3.3	OTRR to FSA	MARCOM	Labour	MxD	20	€	-	€	-
7.2	System Validation Test									€	-	
7.2.1	Perform System Validation Test (SVT)	4.14.4	11.3.4	SVT	MARCOM	As Required	Lot	1	€	-	€	-
7.2.2	System Validation Test Report (SVT-R)	4.14.4.5	11.3.4.1	SVR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
7.3	Meetings and Reviews									€	-	
7.3.1	Conduct In-Service Reviews (ISR)	4.15.5	11.4.1	ISR	NCIA-TH	Meeting	Lot	1	€	-	€	-
7.3.2	In-Service Review Report (ISR-R)	4.15.5.6	11.4.1.1	After ISRs	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-
7.3.3	Working Group (WG) Meetings - Minutes	4.4	11.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-
TOTAL PRICE CLIN 7										€	-	
8	SUPPORT TO TRANSITION FROM LEGACY SYSTEMS											
8.1	Support to Transition									€	-	
8.1.1	Technical and CIS support for transition (1) (engineering)	4.15.6	12.3.1	PSD and FAT-2	NCIA-TH and MARCOM	Labour	MxD	60	€	-	€	-
8.1.2	Technical and CIS support for transition (2) (engineering)	4.15.6	12.3.1	FAT-2 and TrRR-2	NCIA-TH and MARCOM	Labour	MxD	60	€	-	€	-
8.1.2	Technical and CIS support for transition (3) (engineering)	4.15.6	12.3.1	FAT-3 and TrRR-3	NCIA-TH and MARCOM	Labour	MxD	60	€	-	€	-
8.2	Data Migration									€	-	
8.2.1	Support to Data Migration	4.15.6.1	12.3.2	SVR	NCIA-TH and MARCOM	As Required	Lot	1	€	-	€	-
8.2.2	Data Migration Tools (including procedures) for MSA/BRITE	4.15.6.2	12.3.2.3	TRR-2	CWE	As Required	Each	1	€	-	€	-
8.2.3	Data Migration Tools (including procedures) for MCCIS	4.15.6.2	12.3.2.4	TRR-3	CWE	As Required	Each	1	€	-	€	-
8.3	Nations Interoperability Testing									€	-	
8.3.1	TRITON Simulator (software) - NS (for Nations)	4.15.6.1	12.3.3.1	TRR-1	CWE	SW	Each	1	€	-	€	-
8.3.2	TRITON Simulator (software) - NU (for Nations)	4.15.6.1	12.3.3.1	TRR-2	CWE	SW	Each	1	€	-	€	-
8.3.3	TRITON Simulator (software) - NS (for Nations) (updated)	4.15.6.1	12.3.3.1	TRR-3	CWE	SW	Each	1	€	-	€	-
8.3.4	Support to Nations Interoperability Testing	4.15.6.2	12.3.3.3	SIT-1, 2, 3	NCIA-TH	As Required	Lot	1	€	-	€	-
8.4	Meetings and Reviews									€	-	
8.4.1	Conduct System Transition Readiness Review (STRR) for TRITON-NU	4.15.6.3	12.4.1.1	STRR-NU	NCIA-TH	Meeting	Lot	1	€	-	€	-
8.4.2	System Transition Readiness Review Report (STRR-R) for TRITON-NU	4.15.6.4	12.4.1.3	After STRR-NU	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
8.4.3	Conduct System Transition Readiness Review (STRR) for TRITON-NS	4.15.6.3	12.4.1.2	STRR-NS	NCIA-TH	Meeting	Lot	1	€	-	€	-
8.4.4	System Transition Readiness Review Report (STRR-R) for TRITON-NS	4.15.6.4	12.4.1.3	After STRR-NS	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
8.4.5	Working Group (WG) Meetings - Minutes	4.4	12.1	After Meetings	CWE	Electronic	Lot	1	€	-	€	-
TOTAL PRICE CLIN 8										€	-	
12	WARRANTY											
12.1	Management									€	-	
12.1.1	Warranty Management for Hardware	5.10.7	-	TDK Acceptance	Contractor's Premises	As Required	Lot	1	€	-	€	-
12.1.2	Warranty Management for Software	5.10.7	-	FSA	Contractor's Premises	As Required	Lot	1	€	-	€	-
12.1.3	Establishing Warranty Service Access Point	5.10.7.4	-	TDK Acceptance	Contractor's Premises	As Required	Each	1	€	-	€	-
12.2	Warranty for Developed Software									€	-	
12.2.1	OBL Warranty Report for Software	5.10.1.5	-	FSA	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
12.2.2	Third Level Support for Operational Software (starting from FSA)	5.10.1.4	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
12.2.3	Third Level Maintenance - Software Maintenance	5.10.3	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
12.2.4	Providing Service for Software	5.10.8	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
12.3	Warranty for Developed Hardware									€	-	
12.3.1	OBL Warranty Report for Hardware (TDKs)	5.10.1.5	-	TDK Acceptance	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
12.3.2	Third Level Support for TDK Hardware (starting from TDK Acceptance)	5.10.1.4	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
12.3.3	Third Level Maintenance - Hardware Maintenance (for TDKs)	5.10.4	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
12.3.4	Providing Service for Hardware	5.10.8	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
12.4	Recording									€	-	
12.4.1	Establishing Trouble-Ticketing System and Problem Log	5.10.9	-	TDK Acceptance	Contractor's Premises	As Required	Each	1	€	-	€	-
12.4.2	Recording	5.10.9	-	Warranty Period	Contractor's Premises	As Required	Lot	1				NSP
TOTAL PRICE CLIN 12										€	-	
TOTAL BID PRICE (BASIC CONTRACT) - GRAND TOTAL										€	-	
OPTIONAL CLINS												
9	COTS SOFTWARE PROVISION (EVALUATED OPTION)											
9.1	COTS Products Requirements Analysis									€	-	
9.1.1	Requirements Analysis	-	13.3.1	PSD and COTSPR	Contractor's Premises	As Required	Lot	1	€	-	€	-
9.1.2	COTS Products List	-	13.3.1.3	COTSPR	CWE	Electronic	Each	1	€	-	€	-
9.2	Procurement and Delivery of COTS Software Products									€	-	
9.2.1	Support for the Procurement and Delivery of COTS Products	-	13.3.2	SQR	Installation Sites	As Required	Lot	1	€	-	€	-
9.3	Meetings and Reviews									€	-	
9.3.1	Conduct COTS Products Review (COTSPR)	3.16.4	13.4.1	COTSPR	NCIA-TH	Meeting	Lot	1	€	-	€	-
9.3.2	COTS Products Review Report (COTSPR-R)	3.16.4	13.4.1.1	After COTSPR	NCIA-TH, CWE	Paper, Electronic	Each	1	€	-	€	-
9.4	Software									€	-	
9.4.1	COTS Products as defined in the COTS Product List	-	13.3.1.3	SQR	Installation Sites	SW	Each	1	€	-	€	-
TOTAL PRICE CLIN 9										€	-	
10	5-YEAR MAINTENANCE AND SUPPORT (EVALUATED OPTION)											
10.1	Maintenance and Support - Year 1									€	-	
10.1.1	Project Management (for one year)	3	14.3.1	PSD to PED	Contractor's Premises	N/A	Lot	1	€	-	€	-
10.1.2	Project Highlight Report (PHR)	3	14.3.1	Monthly	NCIA-TH, CWE	Paper, Electronic	Each	12	€	-	€	-
10.1.3	In-Service Support Plan (updates)	5.11.2	14.3.4	As necessary	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-
10.1.4	Conduct Quarterly Maintenance Review (QMR)	3.16.4	14.4.1.1	QMR	NCIA-TH	Meeting	Lot	1	€	-	€	-
10.1.5	Quarterly Maintenance Review Report (QMR-R)	5.2	14.4.1.2	After QMR	NCIA-TH, CWE	Paper, Electronic	Each	4	€	-	€	-
10.1.6	Corrective and Preventive Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-

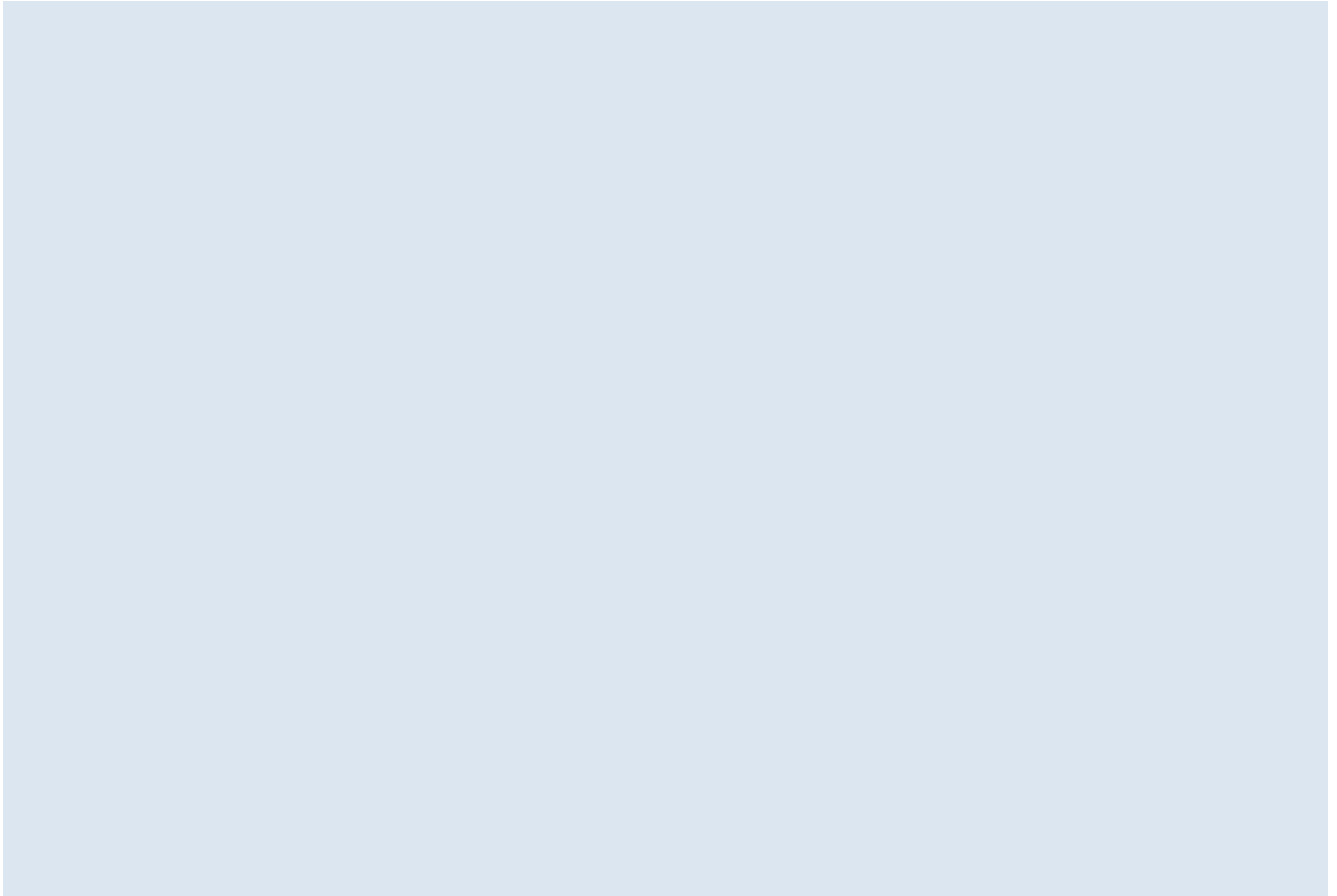
10.1.7	Corrective and Preventive Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.1.8	Adaptive and Perfective Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.2	As planned	Contractor's Premises	As Required	MxD	300	€	-	€	-	
10.1.9	Adaptive and Perfective Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.3	As planned	Contractor's Premises	As Required	MxD	150	€	-	€	-	
10.1.10	Third Level Support	5.7.4	14.3.2.3	As necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.1.11	Support to IV&V Testing	3.3.3	14.3.3	At new releases	NCIA-Casteau	Labour	Lot	1	€	-	€	-	
10.1.12	Maintenance Records (updates)	5.4.4	14.3.5	As necessary	CWE	Electronic	Lot	1	€	-	€	-	
10.1.13	Provide User and Support Training with updated material	5.2	14.3.4	At new releases	One (1) site in Europe	Paper, Electronic	Lot	1	€	-	€	-	
10.2	Maintenance and Support - Year 2										€	-	
10.2.1	Project Management (for one year)	3	14.3.1	PSD to PED	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.2.2	Project Highlight Report (PHR)	3	14.3.1	Monthly	NCIA-TH, CWE	Paper, Electronic	Each	12	€	-	€	-	
10.2.3	In-Service Support Plan (updates)	5.11.2	14.3.4	TBD	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
10.2.4	Conduct Quarterly Maintenance Review (QMR)	3.16.4	14.4.1.1	QMR	NCIA-TH	Electronic	Lot	1	€	-	€	-	
10.2.5	Quarterly Maintenance Review Report (QMR-R)	5.2	14.4.1.2	After QMR	NCIA-TH, CWE	Paper, Electronic	Each	4	€	-	€	-	
10.2.6	Corrective and Preventive Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.2.7	Corrective and Preventive Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.2.8	Adaptive and Perfective Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.2	As planned	Contractor's Premises	As Required	MxD	300	€	-	€	-	
10.2.9	Adaptive and Perfective Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.3	As planned	Contractor's Premises	As Required	MxD	150	€	-	€	-	
10.2.10	Third Level Support	5.7.4	14.3.2.3	As necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.2.11	Support to IV&V Testing	3.3.3	14.3.3	At new releases	NCIA-Casteau	Labour	Lot	1	€	-	€	-	
10.2.12	Maintenance Records (updates)	5.4.4	14.3.5	As necessary	CWE	Electronic	Lot	1	€	-	€	-	
10.2.13	Provide User and Support Training with updated material	5.2	14.3.4	At new releases	One (1) site in Europe	Paper, Electronic	Lot	1	€	-	€	-	
10.3	Maintenance and Support - Year 3										€	-	
10.3.1	Project Management (for one year)	3	14.3.1	PSD to PED	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.3.2	Project Highlight Report (PHR)	3	14.3.1	Monthly	NCIA-TH, CWE	Paper, Electronic	Each	12	€	-	€	-	
10.3.3	In-Service Support Plan (updates)	5.11.2	14.3.4	TBD	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
10.3.4	Conduct Quarterly Maintenance Review (QMR)	3.16.4	14.4.1.1	QMR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
10.3.5	Quarterly Maintenance Review Report (QMR-R)	5.2	14.4.1.2	After QMR	NCIA-TH, CWE	Paper, Electronic	Each	4	€	-	€	-	
10.3.6	Corrective and Preventive Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.3.7	Corrective and Preventive Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.3.8	Adaptive and Perfective Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.2	As planned	Contractor's Premises	As Required	MxD	300	€	-	€	-	
10.3.9	Adaptive and Perfective Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.3	As planned	Contractor's Premises	As Required	MxD	150	€	-	€	-	
10.3.10	Third Level Support	5.7.4	14.3.2.3	As necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.3.11	Support to IV&V Testing	3.3.3	14.3.3	At new releases	NCIA-Casteau	Labour	Lot	1	€	-	€	-	
10.3.12	Maintenance Records (updates)	5.4.4	14.3.5	As necessary	CWE	Electronic	Lot	1	€	-	€	-	
10.3.13	Provide User and Support Training with updated material	5.2	14.3.4	At new releases	One (1) site in Europe	Paper, Electronic	Lot	1	€	-	€	-	
10.4	Maintenance and Support - Year 4										€	-	
10.4.1	Project Management (for one year)	3	14.3.1	PSD to PED	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.4.2	Project Highlight Report (PHR)	3	14.3.1	Monthly	NCIA-TH, CWE	Paper, Electronic	Each	12	€	-	€	-	
10.4.3	In-Service Support Plan (updates)	5.11.2	14.3.4	TBD	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
10.4.4	Conduct Quarterly Maintenance Review (QMR)	3.16.4	14.4.1.1	QMR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
10.4.5	Quarterly Maintenance Review Report (QMR-R)	5.2	14.4.1.2	After QMR	NCIA-TH, CWE	Paper, Electronic	Each	4	€	-	€	-	
10.4.6	Corrective and Preventive Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.4.7	Corrective and Preventive Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.4.8	Adaptive and Perfective Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.2	As planned	Contractor's Premises	As Required	MxD	300	€	-	€	-	
10.4.9	Adaptive and Perfective Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.3	As planned	Contractor's Premises	As Required	MxD	150	€	-	€	-	
10.4.10	Third Level Support	5.7.4	14.3.2.4	As necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.4.11	Support to IV&V Testing	3.3.3	14.3.3	At new releases	NCIA-Casteau	Labour	Lot	1	€	-	€	-	
10.4.12	Maintenance Records (updates)	5.4.4	14.3.5	As necessary	CWE	Electronic	Lot	1	€	-	€	-	
10.4.13	Provide User and Support Training with updated material	5.2	14.3.4	At new releases	One (1) site in Europe	Paper, Electronic	Lot	1	€	-	€	-	
10.5	Maintenance and Support - Year 5										€	-	
10.5.1	Project Management (for one year)	3	14.3.1	PSD to PED	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.5.2	Project Highlight Report (PHR)	3	14.3.1	Monthly	NCIA-TH, CWE	Paper, Electronic	Each	12	€	-	€	-	
10.5.3	In-Service Support Plan (updates)	5.11.2	14.3.4	TBD	NCIA-TH, CWE	Paper, Electronic	Lot	1	€	-	€	-	
10.5.4	Conduct Quarterly Maintenance Review (QMR)	3.16.4	14.4.1.1	QMR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
10.5.5	Quarterly Maintenance Review Report (QMR-R)	5.2	14.4.1.2	After QMR	NCIA-TH, CWE	Paper, Electronic	Each	4	€	-	€	-	
10.5.6	Corrective and Preventive Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.5.7	Corrective and Preventive Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.1	As planned	Contractor's Premises	As Required	Lot	1	€	-	€	-	
10.5.8	Adaptive and Perfective Software Maintenance for TRITON Operational Software (except C4ISR Visualisation Component)	5.4.3	14.3.2.2	As planned	Contractor's Premises	As Required	MxD	300	€	-	€	-	
10.5.9	Adaptive and Perfective Software Maintenance for C4ISR Visualisation Component	5.4.3	14.3.2.3	As planned	Contractor's Premises	As Required	MxD	150	€	-	€	-	
10.5.10	Third Level Support	5.7.4	14.3.2.3	As necessary	Contractor's Premises	As Required	Lot	1	€	-	€	-	

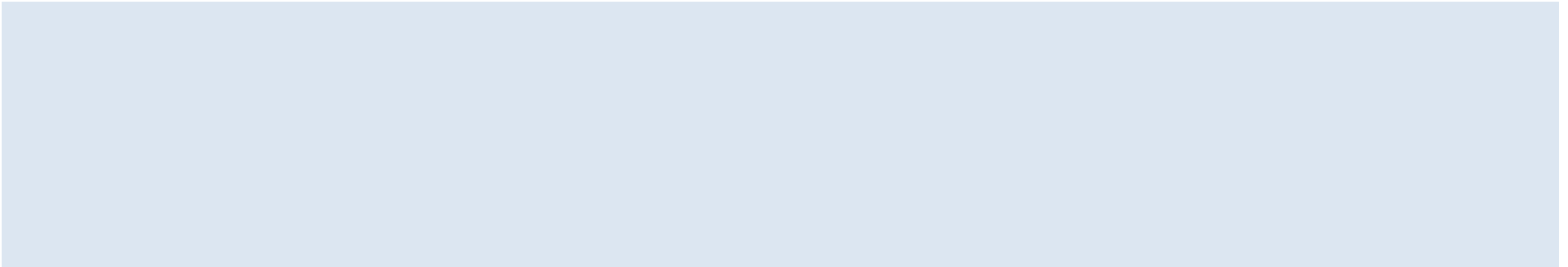
10.5.11	Support to IV&V Testing	3.3.3	14.3.3	At new releases	NCIA-Casteau	Labour	Lot	1	€	-	€	-	
10.5.12	Maintenance Records (updates)	5.4.4	14.3.5	As necessary	CWE	Electronic	Lot	1	€	-	€	-	
10.5.13	Provide User and Support Training with updated material	5.2	14.3.4	At new releases	One (1) site in Europe	Paper, Electronic	Lot	1	€	-	€	-	
TOTAL PRICE CLIN 10											€	-	
TOTAL BID PRICE (EVALUATED OPTION CLINS) - GRAND TOTAL											€	-	
11	SUPPORT TO PREPARATIONS FOR THE NEXT INCREMENT (NON-EVALUATED OPTION)												
11.1	System Requirements Analysis												€
11.1.1	Perform High-level System Requirements Analysis Process	-	13.3.1	PSD to HL-SRR	Contractor's Premises	As Required	Lot	1	€	-	€	-	
11.1.2	Draft System Requirements Specification (SyRS) (extended for Increment 2)	-	15.3.1	HL-SRR	CWE	Electronic	Each	1	€	-	€	-	
11.1.3	Security Risk Assessment Report (SRA-R)	-	15.3.1.6	HL-SRR	CWE	Electronic	Each	1	€	-	€	-	
11.2	System Design												€
11.2.1	Perform High-level System Design Process	-	15.3.2	HL-SDR	Contractor's Premises	As Required	Lot	1	€	-	€	-	
11.2.2	Draft System Design Specification (SDS) (extended for Increment 2)	-	15.3.2.1.3	HL-SDR	CWE	Electronic	Each	1	€	-	€	-	
11.3	Planning												€
11.3.1	Planning and Engineering	-	15.3.4	PSD to PED	Contractor's Premises	As Required	Lot	1			€	-	NSP
11.3.2	Draft Project Product Breakdown Structure	-	15.3.3.2	FAR	CWE	Electronic	Each	1	€	-	€	-	
11.3.3	Draft Project Work Breakdown Structure	-	15.3.3.3	FAR	CWE	Electronic	Each	1	€	-	€	-	
11.3.4	Draft Work Packages with Cost Estimates	-	15.3.3.4	FAR	CWE	Electronic	Each	1	€	-	€	-	
11.3.5	Draft Project Master Schedule (PMS)	-	15.3.3.5	FAR	CWE	Electronic	Each	1	€	-	€	-	
11.4	Engineering Support												€
11.4.1	Engineering Support	-	15.3.4.3	PSD to PED	Contractor's Premises	Labour	MxD	100	€	-	€	-	
11.5	Meetings and Reviews												€
11.5.1	Conduct High-level System Requirements Review (HL-SRR)	-	15.4.1	HL-SRR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
11.5.2	High-level System Design Review Report (HL-SDR-R)	-	15.4.1.2	After HL-SRR	CWE	Electronic	Each	1	€	-	€	-	
11.5.3	Conduct High-level System Design Review (HL-SDR)	-	15.4.2	HL-SDR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
11.5.4	High-level System Design Review Report (HL-SDR-R)	-	15.4.2.2	After HL-SDR	CWE	Electronic	Each	1	€	-	€	-	
11.5.5	Conduct Final Assessment Review (FAR)	-	15.4.3	FAR	NCIA-TH	Meeting	Lot	1	€	-	€	-	
11.5.6	Final Assessment Review Report (FAR-R)	-	15.4.3.5	After FAR	CWE	Electronic	Each	1	€	-	€	-	
TOTAL PRICE CLIN 11											€	-	
TOTAL BID PRICE (NON-EVALUATED OPTION CLINS) - GRAND TOTAL											€	-	

SUMMARY		
TOTAL BID PRICE (BASIC CONTRACT CLINS) - GRAND TOTAL	CLINs 1 to 8 + 12	€ -
TOTAL BID PRICE (BASIC CONTRACT CLINS + EVALUATED OPTION CLINS) - GRAND TOTAL	CLINs 1 to 10 + 12	€ -
TOTAL BID PRICE (BASIC CONTRACT CLINS + EVALUATED OPTION CLINS + NON-EVALUATED OPTION CLINS) - GRAND TOTAL	CLINs 1 to 12	€ -









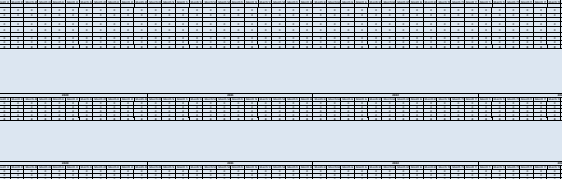
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This image shows a blank sheet of white music paper with four horizontal staves. Each staff consists of five parallel black lines. The staves are evenly spaced and run across the width of the page. There are no notes, clefs, or other markings on the paper.

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This image shows a single page of blank music manuscript paper. It features four horizontal staves, each consisting of five parallel lines. The staves are evenly spaced and run across the width of the page, providing a template for writing musical notation.

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This image shows a blank sheet of white music paper with four horizontal staves. Each staff consists of five parallel lines. The staves are evenly spaced across the page, providing a template for musical notation.

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Project Overview										Detailed Task Breakdown																				Resource Allocation																				Timeline & Milestones																																																																																																																																																																																																																																																							
Project Details										Task A										Task B										Task C										Task D										Task E										Task F																																																																																																																																																																																																																																													
ID	Name	Status	Priority	Owner	Start Date	End Date	Duration	Progress	Comments	Task ID	Task Name	Sub-Task	Start Date	End Date	Duration	Progress	Comments	Resource ID	Resource Name	Role	Start Date	End Date	Duration	Progress	Comments	Milestone ID	Milestone Name	Start Date	End Date	Duration	Progress	Comments	Task ID	Task Name	Sub-Task	Start Date	End Date	Duration	Progress	Comments	Resource ID	Resource Name	Role	Start Date	End Date	Duration	Progress	Comments	Milestone ID	Milestone Name	Start Date	End Date	Duration	Progress	Comments																																																																																																																																																																																																																																																		
1	Project Alpha	In Progress	High	John Doe	2023-01-01	2023-03-31	90	85%	On track	1.1	Task A.1	Sub A.1.1	2023-01-01	2023-01-15	15	100%	Completed	1.2	Task A.2	Sub A.2.1	2023-01-15	2023-02-01	16	100%	Completed	1.3	Task A.3	Sub A.3.1	2023-02-01	2023-02-15	14	100%	Completed	1.4	Task A.4	Sub A.4.1	2023-02-15	2023-03-01	15	100%	Completed	1.5	Task A.5	Sub A.5.1	2023-03-01	2023-03-15	14	100%	Completed	1.6	Task A.6	Sub A.6.1	2023-03-15	2023-03-31	15	100%	Completed	2.1	Task B.1	Sub B.1.1	2023-01-01	2023-01-15	15	100%	Completed	2.2	Task B.2	Sub B.2.1	2023-01-15	2023-02-01	16	100%	Completed	2.3	Task B.3	Sub B.3.1	2023-02-01	2023-02-15	14	100%	Completed	2.4	Task B.4	Sub B.4.1	2023-02-15	2023-03-01	15	100%	Completed	2.5	Task B.5	Sub B.5.1	2023-03-01	2023-03-15	14	100%	Completed	2.6	Task B.6	Sub B.6.1	2023-03-15	2023-03-31	15	100%	Completed	3.1	Task C.1	Sub C.1.1	2023-01-01	2023-01-15	15	100%	Completed	3.2	Task C.2	Sub C.2.1	2023-01-15	2023-02-01	16	100%	Completed	3.3	Task C.3	Sub C.3.1	2023-02-01	2023-02-15	14	100%	Completed	3.4	Task C.4	Sub C.4.1	2023-02-15	2023-03-01	15	100%	Completed	3.5	Task C.5	Sub C.5.1	2023-03-01	2023-03-15	14	100%	Completed	3.6	Task C.6	Sub C.6.1	2023-03-15	2023-03-31	15	100%	Completed	4.1	Task D.1	Sub D.1.1	2023-01-01	2023-01-15	15	100%	Completed	4.2	Task D.2	Sub D.2.1	2023-01-15	2023-02-01	16	100%	Completed	4.3	Task D.3	Sub D.3.1	2023-02-01	2023-02-15	14	100%	Completed	4.4	Task D.4	Sub D.4.1	2023-02-15	2023-03-01	15	100%	Completed	4.5	Task D.5	Sub D.5.1	2023-03-01	2023-03-15	14	100%	Completed	4.6	Task D.6	Sub D.6.1	2023-03-15	2023-03-31	15	100%	Completed	5.1	Task E.1	Sub E.1.1	2023-01-01	2023-01-15	15	100%	Completed	5.2	Task E.2	Sub E.2.1	2023-01-15	2023-02-01	16	100%	Completed	5.3	Task E.3	Sub E.3.1	2023-02-01	2023-02-15	14	100%	Completed	5.4	Task E.4	Sub E.4.1	2023-02-15	2023-03-01	15	100%	Completed	5.5	Task E.5	Sub E.5.1	2023-03-01	2023-03-15	14	100%	Completed	5.6	Task E.6	Sub E.6.1	2023-03-15	2023-03-31	15	100%	Completed	6.1	Task F.1	Sub F.1.1	2023-01-01	2023-01-15	15	100%	Completed	6.2	Task F.2	Sub F.2.1	2023-01-15	2023-02-01	16	100%	Completed	6.3	Task F.3	Sub F.3.1	2023-02-01	2023-02-15	14	100%	Completed	6.4	Task F.4	Sub F.4.1	2023-02-15	2023-03-01	15	100%	Completed	6.5	Task F.5	Sub F.5.1	2023-03-01	2023-03-15	14	100%	Completed	6.6	Task F.6	Sub F.6.1	2023-03-15	2023-03-31	15	100%	Completed
2	Project Beta	On Hold	Medium	Jane Smith	2023-02-01	2023-04-30	90	20%	Delayed	2.1	Task B.1	Sub B.1.1	2023-02-01	2023-02-15	14	100%	Completed	2.2	Task B.2	Sub B.2.1	2023-02-15	2023-03-01	15	100%	Completed	2.3	Task B.3	Sub B.3.1	2023-03-01	2023-03-15	14	100%	Completed	2.4	Task B.4	Sub B.4.1	2023-03-15	2023-03-31	15	100%	Completed	2.5	Task B.5	Sub B.5.1	2023-04-01	2023-04-15	14	100%	Completed	2.6	Task B.6	Sub B.6.1	2023-04-15	2023-04-30	15	100%	Completed	3.1	Task C.1	Sub C.1.1	2023-02-01	2023-02-15	14	100%	Completed	3.2	Task C.2	Sub C.2.1	2023-02-15	2023-03-01	15	100%	Completed	3.3	Task C.3	Sub C.3.1	2023-03-01	2023-03-15	14	100%	Completed	3.4	Task C.4	Sub C.4.1	2023-03-15	2023-03-31	15	100%	Completed	3.5	Task C.5	Sub C.5.1	2023-04-01	2023-04-15	14	100%	Completed	3.6	Task C.6	Sub C.6.1	2023-04-15	2023-04-30	15	100%	Completed	4.1	Task D.1	Sub D.1.1	2023-02-01	2023-02-15	14	100%	Completed	4.2	Task D.2	Sub D.2.1	2023-02-15	2023-03-01	15	100%	Completed	4.3	Task D.3	Sub D.3.1	2023-03-01	2023-03-15	14	100%	Completed	4.4	Task D.4	Sub D.4.1	2023-03-15	2023-03-31	15	100%	Completed	4.5	Task D.5	Sub D.5.1	2023-04-01	2023-04-15	14	100%	Completed	4.6	Task D.6	Sub D.6.1	2023-04-15	2023-04-30	15	100%	Completed	5.1	Task E.1	Sub E.1.1	2023-02-01	2023-02-15	14	100%	Completed	5.2	Task E.2	Sub E.2.1	2023-02-15	2023-03-01	15	100%	Completed	5.3	Task E.3	Sub E.3.1	2023-03-01	2023-03-15	14	100%	Completed	5.4	Task E.4	Sub E.4.1	2023-03-15	2023-03-31	15	100%	Completed	5.5	Task E.5	Sub E.5.1	2023-04-01	2023-04-15	14	100%	Completed	5.6	Task E.6	Sub E.6.1	2023-04-15	2023-04-30	15	100%	Completed	6.1	Task F.1	Sub F.1.1	2023-02-01	2023-02-15	14	100%	Completed	6.2	Task F.2	Sub F.2.1	2023-02-15	2023-03-01	15	100%	Completed	6.3	Task F.3	Sub F.3.1	2023-03-01	2023-03-15	14	100%	Completed	6.4	Task F.4	Sub F.4.1	2023-03-15	2023-03-31	15	100%	Completed	6.5	Task F.5	Sub F.5.1	2023-04-01	2023-04-15	14	100%	Completed	6.6	Task F.6	Sub F.6.1	2023-04-15	2023-04-30	15	100%	Completed																																																
3	Project Gamma	Completed	Low	Mike Johnson	2023-03-01	2023-05-31	90	100%	On schedule	3.1	Task C.1	Sub C.1.1	2023-03-01	2023-03-15	14	100%	Completed	3.2	Task C.2	Sub C.2.1	2023-03-15	2023-04-01	16	100%	Completed	3.3	Task C.3	Sub C.3.1	2023-04-01	2023-04-15	14	100%	Completed	3.4	Task C.4	Sub C.4.1	2023-04-15	2023-04-30	15	100%	Completed	3.5	Task C.5	Sub C.5.1	2023-05-01	2023-05-15	14	100%	Completed	3.6	Task C.6	Sub C.6.1	2023-05-15	2023-05-31	15	100%	Completed	4.1	Task D.1	Sub D.1.1	2023-03-01	2023-03-15	14	100%	Completed	4.2	Task D.2	Sub D.2.1	2023-03-15	2023-04-01	16	100%	Completed	4.3	Task D.3	Sub D.3.1	2023-04-01	2023-04-15	14	100%	Completed	4.4	Task D.4	Sub D.4.1	2023-04-15	2023-04-30	15	100%	Completed	4.5	Task D.5	Sub D.5.1	2023-05-01	2023-05-15	14	100%	Completed	4.6	Task D.6	Sub D.6.1	2023-05-15	2023-05-31	15	100%	Completed	5.1	Task E.1	Sub E.1.1	2023-03-01	2023-03-15	14	100%	Completed	5.2	Task E.2	Sub E.2.1	2023-03-15	2023-04-01	16	100%	Completed	5.3	Task E.3	Sub E.3.1	2023-04-01	2023-04-15	14	100%	Completed	5.4	Task E.4	Sub E.4.1	2023-04-15	2023-04-30	15	100%	Completed	5.5	Task E.5	Sub E.5.1	2023-05-01	2023-05-15	14	100%	Completed	5.6	Task E.6	Sub E.6.1	2023-05-15	2023-05-31	15	100%	Completed	6.1	Task F.1	Sub F.1.1	2023-03-01	2023-03-15	14	100%	Completed	6.2	Task F.2	Sub F.2.1	2023-03-15	2023-04-01	16	100%	Completed	6.3	Task F.3	Sub F.3.1	2023-04-01	2023-04-15	14	100%	Completed	6.4	Task F.4	Sub F.4.1	2023-04-15	2023-04-30	15	100%	Completed	6.5	Task F.5	Sub F.5.1	2023-05-01	2023-05-15	14	100%	Completed	6.6	Task F.6	Sub F.6.1	2023-05-15	2023-05-31	15	100%	Completed																																																																																																
4	Project Delta	On Hold	Medium	Sarah Lee	2023-04-01	2023-06-30	90	10%	Delayed	4.1	Task D.1	Sub D.1.1	2023-04-01	2023-04-15	14	100%	Completed	4.2	Task D.2	Sub D.2.1	2023-04-15	2023-05-01	16	100%	Completed	4.3	Task D.3	Sub D.3.1	2023-05-01	2023-05-15	14	100%	Completed	4.4	Task D.4	Sub D.4.1	2023-05-15	2023-05-31	15	100%	Completed	4.5	Task D.5	Sub D.5.1	2023-06-01	2023-06-15	14	100%	Completed	4.6	Task D.6	Sub D.6.1	2023-06-15	2023-06-30	15	100%	Completed	5.1	Task E.1	Sub E.1.1	2023-04-01	2023-04-15	14	100%	Completed	5.2	Task E.2	Sub E.2.1	2023-04-15	2023-05-01	16	100%	Completed	5.3	Task E.3	Sub E.3.1	2023-05-01	2023-05-15	14	100%	Completed	5.4	Task E.4	Sub E.4.1	2023-05-15	2023-05-31	15	100%	Completed	5.5	Task E.5	Sub E.5.1	2023-06-01	2023-06-15	14	100%	Completed	5.6	Task E.6	Sub E.6.1	2023-06-15	2023-06-30	15	100%	Completed	6.1	Task F.1	Sub F.1.1	2023-04-01	2023-04-15	14	100%	Completed	6.2	Task F.2	Sub F.2.1	2023-04-15	2023-05-01	16	100%	Completed	6.3	Task F.3	Sub F.3.1	2023-05-01	2023-05-15	14	100%	Completed	6.4	Task F.4	Sub F.4.1	2023-05-15	2023-05-31	15	100%	Completed	6.5	Task F.5	Sub F.5.1	2023-06-01	2023-06-15	14	100%	Completed	6.6	Task F.6	Sub F.6.1	2023-06-15	2023-06-30	15	100%	Completed																																																																																																																																																
5	Project Epsilon	On Hold	Medium	David Kim	2023-05-01	2023-07-31	90	5%	Delayed	5.1	Task E.1	Sub E.1.1	2023-05-01	2023-05-15	14	100%	Completed	5.2	Task E.2	Sub E.2.1	2023-05-15	2023-06-01	16	100%	Completed	5.3	Task E.3	Sub E.3.1	2023-06-01	2023-06-15	14	100%	Completed	5.4	Task E.4	Sub E.4.1	2023-06-15	2023-06-30	15	100%	Completed	5.5	Task E.5	Sub E.5.1	2023-07-01	2023-07-15	14	100%	Completed	5.6	Task E.6	Sub E.6.1	2023-07-15	2023-07-31	15	100%	Completed	6.1	Task F.1	Sub F.1.1	2023-05-01	2023-05-15	14	100%	Completed	6.2	Task F.2	Sub F.2.1	2023-05-15	2023-06-01	16	100%	Completed	6.3	Task F.3	Sub F.3.1	2023-06-01	2023-06-15	14	100%	Completed	6.4	Task F.4	Sub F.4.1	2023-06-15	2023-06-30	15	100%	Completed	6.5	Task F.5	Sub F.5.1	2023-07-01	2023-07-15	14	100%	Completed	6.6	Task F.6	Sub F.6.1	2023-07-15	2023-07-31	15	100%	Completed																																																																																																																																																																																																
6	Project Zeta	On Hold	Medium	Emily White	2023-06-01	2023-08-31	90	0%	Delayed	6.1	Task F.1	Sub F.1.1	2023-06-01	2023-06-15	14	100%	Completed	6.2	Task F.2	Sub F.2.1	2023-06-15	2023-07-01	16	100%	Completed	6.3	Task F.3	Sub F.3.1	2023-07-01	2023-07-15	14	100%	Completed	6.4	Task F.4	Sub F.4.1	2023-07-15	2023-07-31	15	100%	Completed	6.5	Task F.5	Sub F.5.1	2023-08-01	2023-08-15	14	100%	Completed	6.6	Task F.6	Sub F.6.1	2023-08-15	2023-08-31	15	100%	Completed																																																																																																																																																																																																																																																

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Project Overview										Detailed Task Breakdown																				Resource Allocation																			
Project Name	Start Date	End Date	Status	Manager	Team Lead	Team Members	Budget	Risk Level	Priority	Task ID	Task Name	Start Date	End Date	Status	Assigned To	Available	Allocated	Utilization %	Task ID	Task Name	Start Date	End Date	Status	Assigned To	Available	Allocated	Utilization %																						
Project Alpha	2023-01-01	2023-03-31	On Track	John Doe	Jane Smith	Alice, Bob, Charlie	\$100k	Low	High	1	Initiation	2023-01-01	2023-01-15	Completed	John Doe	10	10	100%	1	Task 1.1	2023-01-01	2023-01-15	Completed	John Doe	10	10	100%																						
										2	Planning	2023-01-16	2023-02-01	In Progress	Jane Smith	10	10	100%	2	Task 2.1	2023-01-16	2023-02-01	In Progress	Jane Smith	10	10	100%																						
										3	Execution	2023-02-02	2023-02-15	In Progress	Alice	10	10	100%	3	Task 3.1	2023-02-02	2023-02-15	In Progress	Alice	10	10	100%																						
										4	Monitoring	2023-02-16	2023-02-28	In Progress	Bob	10	10	100%	4	Task 4.1	2023-02-16	2023-02-28	In Progress	Bob	10	10	100%																						
										5	Closing	2023-03-01	2023-03-15	Not Started	Charlie	10	10	0%	5	Task 5.1	2023-03-01	2023-03-15	Not Started	Charlie	10	10	0%																						
										6	Task 6.1	2023-03-16	2023-03-31	Not Started	John Doe	10	10	0%	6	Task 6.2	2023-03-16	2023-03-31	Not Started	John Doe	10	10	0%																						
										7	Task 7.1	2023-03-16	2023-03-31	Not Started	Jane Smith	10	10	0%	7	Task 7.2	2023-03-16	2023-03-31	Not Started	Jane Smith	10	10	0%																						
										8	Task 8.1	2023-03-16	2023-03-31	Not Started	Alice	10	10	0%	8	Task 8.2	2023-03-16	2023-03-31	Not Started	Alice	10	10	0%																						
										9	Task 9.1	2023-03-16	2023-03-31	Not Started	Bob	10	10	0%	9	Task 9.2	2023-03-16	2023-03-31	Not Started	Bob	10	10	0%																						
										10	Task 10.1	2023-03-16	2023-03-31	Not Started	Charlie	10	10	0%	10	Task 10.2	2023-03-16	2023-03-31	Not Started	Charlie	10	10	0%																						
Project Beta	2023-04-01	2023-06-30	At Risk	Jane Smith	John Doe	Alice, Bob, Charlie	\$150k	Medium	Medium	11	Initiation	2023-04-01	2023-04-15	Completed	John Doe	10	10	100%	11	Task 11.1	2023-04-01	2023-04-15	Completed	John Doe	10	10	100%																						
										12	Planning	2023-04-16	2023-05-01	In Progress	Jane Smith	10	10	100%	12	Task 12.1	2023-04-16	2023-05-01	In Progress	Jane Smith	10	10	100%																						
										13	Execution	2023-05-02	2023-05-15	In Progress	Alice	10	10	100%	13	Task 13.1	2023-05-02	2023-05-15	In Progress	Alice	10	10	100%																						
										14	Monitoring	2023-05-16	2023-05-31	In Progress	Bob	10	10	100%	14	Task 14.1	2023-05-16	2023-05-31	In Progress	Bob	10	10	100%																						
										15	Closing	2023-06-01	2023-06-15	Not Started	Charlie	10	10	0%	15	Task 15.1	2023-06-01	2023-06-15	Not Started	Charlie	10	10	0%																						
										16	Task 16.1	2023-06-16	2023-06-30	Not Started	John Doe	10	10	0%	16	Task 16.2	2023-06-16	2023-06-30	Not Started	John Doe	10	10	0%																						
										17	Task 17.1	2023-06-16	2023-06-30	Not Started	Jane Smith	10	10	0%	17	Task 17.2	2023-06-16	2023-06-30	Not Started	Jane Smith	10	10	0%																						
										18	Task 18.1	2023-06-16	2023-06-30	Not Started	Alice	10	10	0%	18	Task 18.2	2023-06-16	2023-06-30	Not Started	Alice	10	10	0%																						
										19	Task 19.1	2023-06-16	2023-06-30	Not Started	Bob	10	10	0%	19	Task 19.2	2023-06-16	2023-06-30	Not Started	Bob	10	10	0%																						
										20	Task 20.1	2023-06-16	2023-06-30	Not Started	Charlie	10	10	0%	20	Task 20.2	2023-06-16	2023-06-30	Not Started	Charlie	10	10	0%																						
Project Gamma	2023-07-01	2023-09-30	On Track	John Doe	Jane Smith	Alice, Bob, Charlie	\$200k	Low	High	21	Initiation	2023-07-01	2023-07-15	Completed	John Doe	10	10	100%	21	Task 21.1	2023-07-01	2023-07-15	Completed	John Doe	10	10	100%																						
										22	Planning	2023-07-16	2023-08-01	In Progress	Jane Smith	10	10	100%	22	Task 22.1	2023-07-16	2023-08-01	In Progress	Jane Smith	10	10	100%																						
										23	Execution	2023-08-02	2023-08-15	In Progress	Alice	10	10	100%	23	Task 23.1	2023-08-02	2023-08-15	In Progress	Alice	10	10	100%																						
										24	Monitoring	2023-08-16	2023-08-31	In Progress	Bob	10	10	100%	24	Task 24.1	2023-08-16	2023-08-31	In Progress	Bob	10	10	100%																						
										25	Closing	2023-09-01	2023-09-15	Not Started	Charlie	10	10	0%	25	Task 25.1	2023-09-01	2023-09-15	Not Started	Charlie	10	10	0%																						
										26	Task 26.1	2023-09-16	2023-09-30	Not Started	John Doe	10	10	0%	26	Task 26.2	2023-09-16	2023-09-30	Not Started	John Doe	10	10	0%																						
										27	Task 27.1	2023-09-16	2023-09-30	Not Started	Jane Smith	10	10	0%	27	Task 27.2	2023-09-16	2023-09-30	Not Started	Jane Smith	10	10	0%																						
										28	Task 28.1	2023-09-16	2023-09-30	Not Started	Alice	10	10	0%	28	Task 28.2	2023-09-16	2023-09-30	Not Started	Alice	10	10	0%																						
										29	Task 29.1	2023-09-16	2023-09-30	Not Started	Bob	10	10	0%	29	Task 29.2	2023-09-16	2023-09-30	Not Started	Bob	10	10	0%																						
										30	Task 30.1	2023-09-16	2023-09-30	Not Started	Charlie	10	10	0%	30	Task 30.2	2023-09-16	2023-09-30	Not Started	Charlie	10	10	0%																						

[illegible]

Firm Fixed Price Daily Rates for Work performed at Location and Year specified below

Currency:

[illegible]

[illegible]

SCHEDULE OF UNIT PRICES FOR COTS SOFTWARE LICENSES (for all CLINs)

[illegible]

SCHEDULE OF UNIT PRICES FOR TRITON DEPLOYABLE KITS

[illegible]

IFB-CO-13859-TRITON

**PROVISION OF FUNCTIONAL SERVICES FOR
COMMAND AND CONTROL OF MARITIME OPERATIONS
(TRITON)**

INCREMENT 1

PROJECT SERIAL 2011/0IS03081



BOOK II – PART I

PROSPECTIVE CONTRACT



NATO UNCLASSIFIED

IFB-CO-13859-TRITON

NATO UNCLASSIFIED

NATO UNCLASSIFIED

IFB-CO-13859-TRITON

NCI AGENCY CONTRACT	
1. Original Number of	2. PO Number:
3. Contract Number: CO-13859-TRITON	4. Effective Date:
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency Avenue du Bourget 140 B-1140 Bruxelles Tel: +32 (0)2 707 8591 Fax: +32 (0)2 707 8770
7. CONTRACT SCOPE/SCHEDULE OF SUPPLIES/SERVICES This is a Firm Fixed Price Contract for the implementation and transitioning of Increment 1 of the Functional Services Command and Control of Maritime Operations (short name: TRITON) to be developed and delivered in accordance with the terms and conditions specified herein. The overall performance to be rendered by the Contractor under this Contract is divided into distinguished Work Packages. The obligation of the parties is limited to performance of work under Work Packages authorized in accordance with the terms of this Contract and up to the total amount specified in Block 8 of this Contract Signature Page.	
8. TOTAL AMOUNT OF CONTRACT : Firm Fixed Price (Cumulative Total CLINs 1 to 8 and 12)	
9. PERIOD OF PERFORMANCE EDC + 36 months	10. LOCATION OF WORK As specified in the Statement of Work and Contractor's proposal
11. CONTRACT AGREEMENT: Subject to the prescriptions of Clause 3 ("Order of Precedence") of the Special Provisions, this document (hereinafter referred to as the "Signature Page") including all of its Annexes and the below named documents, where indicated incorporated by reference, constitute the entire Agreement between the Parties (hereinafter referred to as the "Contract" or the "Agreement"): (a) Part 1. Schedule of Supplies and Services (b) Part 2. Special Contract Provisions and Annexes (c) Part 3. NCIO General Provisions and Annexes (d) Part 4. Statement of Work and Annexes (e) Other documents indicated under Clause 2 "Order of Precedence" In the event of any conflict or inconsistencies between or among any of the documents comprising this Agreement, the order of priority specified in clause 2 "Order of Precedence" of the Contract Special Provisions shall apply.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

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**PROVISION OF FUNCTIONAL SERVICES FOR
COMMAND AND CONTROL OF MARITIME OPERATIONS
(TRITON)**

INCREMENT 1

PROJECT SERIAL 2011/0IS03081

BOOK II – PART I
CONTRACT SCHEDULES

To be extracted from the Bidding Sheets



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**PROVISION OF FUNCTIONAL SERVICES FOR
COMMAND AND CONTROL OF MARITIME OPERATIONS
(TRITON)**

INCREMENT 1

PROJECT SERIAL 2011/0IS03081

BOOK II – PART II

SPECIAL CONTRACT PROVISIONS



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1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

- 1.1. As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:
- 1.1.1. “Installation Sites”: the NATO premises as set out in Contract Schedules and the Statement of Work (SOW) and or such other sites as the Purchaser shall from time to time notify to the Contractor through a Contract Amendment;
- 1.1.2. “NATO Participating Country”: any 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.
- 1.1.3. “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 Annex B to Part IV, Statement of Work.
- 1.1.4. “Technical Solution”: the Contractor's specification for project TRITON provided as part of his bid and included in this Contract by reference.
- 1.1.5. “Service”: A non-material equivalent of a good that is part of the activity performed under the Contract.

2. DISPOSITION OF NCIO CONTRACT GENERAL PROVISIONS

- 2.1. For the purposes of this Contract, the NCIO Contract General Provisions are modified, supplemented, or deleted as follows.
- 2.1.1. Clause 1 (Order of Precedence) is replaced by Clause 3 (Order of Precedence) of the Contract Special Provisions.
- 2.1.2. Clause 2 (Definitions) is supplemented by Clause 1 (Interpretation, Definition, and Acronyms) of the Contract Special Provisions.
- 2.1.3. Clause 7 (Firm Fixed Price Contract) is replaced by Clause 6 (Contract Type) of the Contract Special Provisions.
- 2.1.4. Clause 8 (Performance Guarantee) is supplemented by Clause 33 (Performance Guarantee) of the Contract Special Provisions.
- 2.1.5. Clause 11 (Security) is supplemented by Clause 34 (Security) of the Contract Special Provisions.

- 2.1.6. Clause 19 (Pricing of Changes, Amendments and Claims) is supplemented by Clause 13 (Pricing of Changes Amendment and Claims) of the Contract Special Provisions.
- 2.1.7. Clauses 21 (Inspection and Acceptance of Work) and 22 (Inspection and Acceptance of Documentation) are supplemented by Clause 17 (Acceptance Procedures) of the Contract Special Provisions.
- 2.1.8. Clause 24 (Ownership and Title) is supplemented by Clause 18 (Risk of Loss or Damage) of the Contract Special Provisions.
- 2.1.9. Clause 25 (Invoices and Payment) is supplemented by Clause 7 (Invoices and Payment Terms) of the Contract Special Provisions.
- 2.1.10. Clause 27 (Warranty of Work (Exclusive of Software)) is supplemented by Clause 31 (Warranty Period (Exclusive of Software)) of the Contract Special Provisions.
- 2.1.11. Clause 31 (Software Warranty) is supplemented by Clause 32 (Software Warranty) of the Contract Special Provisions.
- 2.1.12. Clause 38 Liquidated Damages is replaced by Clause 23 (Liquidated Damages) of the Contract Special Provisions.

3. ORDER OF PRECEDENCE

- 3.1. This Clause supersedes Clause 1 of the NCIO Contract General Provisions.
- 3.2. In case of conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in this Contract, the conflict shall be resolved in accordance with the following order of precedence:
 - 1. The Signature Page
 - 2. Part I (Contract Schedule of Supplies and Services)
 - 3. Part II (Special Contract Provisions) and Annexes
 - 4. Part III (NCIO Contract General Provisions) and Annexes
 - 5. Project Management and Engineering documentation as listed and approved in accordance with Clause 36.
 - 6. Annex B to Part IV – Statement of Work, Work Packages
 - 7. Part IV – Statement of Work
 - 8. Annex A to Part IV – Statement of Work, System Requirements Specification
 - 9. The Purchaser's provided clarifications, issued throughout the bidding period relevant to IFB-CO-13859-TRITON.
 - 10. The Contractor's proposal (Technical Proposal and Price Quotation) in response to IFB-CO-13859-TRITON dated [date] and any clarifications thereto, incorporated herein by reference.

4. SCOPE OF WORK

- 4.1. This Contract is for the provision of the implementation and transitioning of Increment 1 of the Functional Services for Command and Control of Maritime Operations, short name "TRITON".

- 4.2. TRITON Increment 1 will deliver services to provide the users with Maritime Situational Awareness (MSA) and C2 capabilities by replacing the operational-level functionality of the existing Maritime Command and Control Information System (MCCIS) and MSA/BRITE Demonstrator Prototype.
- 4.3. The purpose of Project TRITON is to provide Functional Services for Command and Control of Maritime Operations, which will allow NATO and its Alliance members to conduct maritime operations. The services to be delivered for the entire capabilities of TRITON will provide the tools for the NATO operational user to plan and execute the full spectrum of maritime missions in a joint environment. They enable the operators to share and leverage the services provided by Core Services implementation, as well as tools and capabilities offered through the other NATO Functional Services in order to facilitate a seamless operating environment for the users.
- 4.4. TRITON will provide the NATO community with an integrated, robust and flexible C2 capability supported by the Core Services available through the Bi-Strategic Command Automated Information System (Bi-SC AIS).
- 4.5. The services delivered by TRITON Increment 1 will cover a subset of overall capabilities and provide a foundation to build on for future Increments.
- 4.6. TRITON will enable the users to collect, process, present and distribute information that supports the major functions of Maritime C2. These services will support NATO Headquarters and Centres at both static and afloat locations. TRITON Functional Services will be operational at deployed sites, Afloat Command Platforms (ACP) in NATO-led task forces/groups, basically Standing NATO Maritime Group (SNMG) and Standing NATO Mine Counter Measures Group (SNMCMG).
- 4.7. The project will also provide a C4ISR Visualisation Component as a re-usable software package. This component will be used by other Bi-SC AIS systems to provide a standardised map and object visualisation capability.
- 4.8. The full scope of work to be delivered under this Contract is set up in eleven (11) individual Work Packages, of which three are Contract Options. The Work Packages are described in detail in Annex B to Part IV, Statement of Work (SOW).

5. TOTAL SYSTEM PERFORMANCE RESPONSIBILITY AND COMPREHENSION

- 5.1. The Contractor warrants that he has read, understood and agreed to implement each and all terms, clauses, specifications (including interfaces), conditions and requirements specified in this Contract and that his signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 5.2. The Statement of Work (SOW) and its Annex System Requirements Specification (SRS) of Part IV of this Contract set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found

between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the Deliverables will meet the performance requirements of the said SOW and SRS.

- 5.3. The Contractor shall be fully responsible for the integration of all its sub-systems and components, and hereby agrees to make certain that any or all required inspection and Acceptance test procedures are accomplished and are sufficient to meet the specifications. Further, the Contractor agrees that all subsystems and components will be installed and integrated into the systems to be delivered under this Contract.

6. CONTRACT TYPE

- 6.1. This Clause supersedes Clause 7 of the NCIO Contract General Provisions.
- 6.2. This is a Firm Fixed Price Contract.
- 6.3. The total Firm Fixed Price of this Contract is stated on the Signature page of the Contract and is based on the price of CLINs 1 through 8 and 12, unless revised by the Purchaser through formal Amendment to the Contract.
- 6.4. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Total Price.

7. INVOICES AND PAYMENT TERMS

- 7.1. This Clause supplements Clause 25 of the NCIO Contract General Provisions.
- 7.2. Payment for supplies and services furnished under this Contract shall be made in the currency quoted by the Contractor for the relevant portion of the Contract.
- 7.3. Payments will be made to the Contractor on achievement/delivery and prior written acceptance by the Purchaser of the progress milestones defined at ANNEX J of the Contract Special Provisions.
- 7.4. Where Optional Work Packages are exercised, payments shall be made in accordance with the stipulations of the relevant amendment providing for the exercise of such Options.
- 7.5. No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 7.6. 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.
- 7.7. 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.
- 7.8. All invoices shall refer to CO-13859-TRITON Purchase Order Number [NCIA PO REF].

8. C4ISR VISUALISATION COMPONENT

- 8.1. This Clause 8 only applies to Contract deliverables of Work Package 4 (Visualisation Component Provision).
- 8.2. The technical scope of this Contract includes the design and implementation of a “C4ISR Visualisation Component” which the Purchaser intends to re-use and incorporate into current and future NCI Agency projects and Bi-SC AIS Functional Services for use by NATO and NATO Nations.
- 8.3. The C4ISR Visualisation Component constitutes a stand-alone, self-sufficient, and independently installable software package to be developed in accordance with the technical specifications set forth in Annex A (SRS) and Annex B (Work Packages) to Part IV, Statement of Work (SOW).
- 8.4. The design and development of the C4ISR Visualisation Component under this Contract is set up as an independent Work Package (Work Package 4). Due to the Purchaser’s intent to re-use the C4ISR Visualisation Component, both as a completed object and as initial releases or prototypes thereof, all deliverables of Work Package 4, i.e. CLIN 4, shall be governed by distinct Intellectual Property and Ownership provisions listed in Clauses 8.5 through 8.7 herewith.
- 8.5. **Intellectual Property**
- 8.5.1. This Clause supplements Clause 30 (Intellectual Property) of the NCIO Contract General Provisions and covers the C4ISR Visualisation Component.
- 8.5.2. As the Purchaser intends to reuse the C4ISR Visualisation Component as detailed in Section 8.2 above, it is anticipated that all Intellectual Property of the C4ISR Visualisation Component, both object and source code, shall be considered Foreground Intellectual Property Rights (IPR) in accordance with Clause 2.19 and 30.3 of the NCIO Contract General Provisions. As a consequence, all IPR of the C4ISR Visualisation Component shall be the property of the Purchaser on behalf of NATO.
- 8.5.3. Notwithstanding Clause 8.5.2 above, the Purchaser recognizes that the Contractor may require the use of Third Party Commercial of the Shelf (COTS) products for the purpose of developing the C4ISR Visualisation Component pursuant to this Contract. In such case, the Contractor shall state the proposed COTS products in ANNEX E hereto. For such COTS items, the Contractor shall be responsible for obtaining licenses in line with the requirements of the Statement of Work and its annexes (including numbers and locations of licenses). No IPR other than Foreground and Third Party COTS shall govern the deliverables of this Work Package 4 and the delivery of the C4ISR Visualisation Component. With the exception of licencing terms for COTS to be provided, if any, no statement limiting the use of the Visualisation Component shall be accepted.
- 8.5.4. The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding the IPR of the C4ISR Visualisation Component generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 8.5 above.

- 8.5.5. The Contractor shall be entitled to use the Foreground IPR of the visualization component on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.
- 8.5.6. The Contractor shall not use any Foreground IPR of the C4ISR Visualisation Component (other than for the purpose of carrying out the Work) without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.
- 8.5.7. The Contractor shall provide the Purchaser, at the latest upon delivery of the C4ISR Visualisation Component and thereafter for the duration of the warranty and any purchased CLS (Contractor Logistics Support) agreement period, with full documented records of information in relation to the C4ISR Visualisation Component, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the C4ISR Visualisation Component.
- 8.5.8. The Contractor shall take all necessary actions and sign all necessary documents to;
 - 8.5.8.1. Enable the Purchaser to obtain the registration, if applicable, of the C4ISR Visualisation Component IPR as the Purchaser may require and select; and
 - 8.5.8.2. Execute any formal assignment or prepare other documents as may be necessary or useful to vest title to any C4ISR Visualisation Component IPR in the Purchaser.
- 8.5.9. The Contractor undertakes;
 - 8.5.9.1. To notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and
 - 8.5.9.2. To provide the Purchaser with such information as the Purchaser may reasonably request in order to:
 - 8.5.9.2.1 Determine the patentability of such invention or improvement,
 - 8.5.9.2.2 Assess the need for registering such invention or improvement;
 - 8.5.9.3. If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).
 - 8.5.9.4. In accordance with the Purchaser's intent to re-use the C4ISR Visualisation Component in current and future projects, the Purchaser reserves the right to transfer IPR of the C4ISR Visualisation Component to third parties for implementation under separate Purchaser contracts.
- 8.6. **Ownership and Title**
 - 8.6.1. This Clause supersedes Clause 24 (Ownership and Title) of the NCIO Contract General Provisions.
 - 8.6.2. All IPR of the C4ISR Visualisation Component is immediately and exclusively

transferred and assigned to the Purchaser as from their coming into existence upon which point in time the Purchaser assumes ownership and title to such IPR.

8.7. Warranty

- 8.7.1. Notwithstanding the ownership and title provisions of Clause 8.6, the warranty period for the visualisation component shall start upon Purchaser acceptance of the FSA milestone in accordance with the SOW paragraph 5.10.

9. PURCHASER RIGHT TO CONTRACT WITH THIRD PARTIES IN CASE OF CONTRACTOR DEFAULT

- 9.1. This Clause supplements Clause 39 (Termination for Default) of the NCIO Contract General Provisions.
- 9.2. In the event that the Contractor fails to deliver or make progress on the provision of TRITON Increment 1 in accordance with the activity milestones and delivery dates stipulated in the Schedule of Supplies and Services and Statement of Work, and is notified by the Purchaser in writing that the Contractor is in a state of default in accordance with Clause 39 of the NCIO Contract General Provisions (Termination for Default), the Purchaser reserves the right to enter directly into contracts with any third party, including commercial entities, and Contractor's Subcontractors for provision of the C4ISR Visualisation Component or any other Contract Work Package.
- 9.3. The provisions of this Article are in addition to and in no way limit the rights of the Purchaser contained in other applicable clauses of this Contract, including but not limited to, Clause 21 (Inspection and Acceptance of Work) and Clause 39 (Termination for Default) of the NCIO Contract General Provisions.

10. TASK ORDERS

- 10.1. The Purchaser intends to reuse and incorporate the C4ISR Visualisation Component into current and future NCI Agency projects and functional services and may select the Contractor to perform additional work related to component customization, installation and implementation, maintenance and support activities or any other Work Package of this Contract.
- 10.2. 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.
- 10.3. If the Purchaser requires these additional services, the Purchaser may contract such additional Work with the Contractor through issuance of Task Orders under this Contract. A Task Order's scope, price, and period of performance will be mutually agreed with the Contractor prior to its issuance.
- 10.4. The following prescriptions shall apply regarding the pricing of work under Task Orders:
- 10.4.1. Prices offered by the Contractor for specific deliverables and performances shall be

in accordance with those stipulated in the Schedule of Supplies and Services for similar activities and deliverables.

- 10.4.2. Labour prices shall strictly adhere with the Schedule of Forward Labour Rates of the Schedule of Supplies and Services.
- 10.4.3. Costs for travel, per-diem and associated charges shall not exceed that applicable to NATO Staff as indicated in Annex L, subject to annual revision.
- 10.5. Task Orders will be issued in writing by the Purchaser's Contracting Authority in the format specified at Annex K.
- 10.6. Task Orders may be issued in two types, Level of Effort (LOE) and Completion. Regardless of the type, an issued Task Order will include the following information:
 - 10.6.1. Task Order reference and effective date;
 - 10.6.2. Schedule of Supplies and Services specifying the performance period, deliverables, and the amount of authorized expenses, and
 - 10.6.3. Statement of Work (SOW).
- 10.7. Task Orders may only be issued within the duration of this Contract.

11. CONTRACT STATUS REVIEW AND DECISION GATES

- 11.1. The Contract schedule is divided into the following four sequential Contract Execution Phases which are described in Annex B to Part IV, SOW:
 - Contract Phase 1: System Analysis and Design (EDC until CDR)
 - Contract Phase 2: First Implementation (CDR until FAT-1)
 - Contract Phase 3: Implementation and Verification (FAT-1 until OTRR-2)
 - Contract Phase 4: Validation and Operation (OTRR-2 until end of Contract)
- 11.2. Each Contract execution phase contains individual Milestones and Checkpoints to enable the Purchaser to assess the status of the project. Contract Phases 1 through 3 end in a so-called "Decision Gate".
- 11.3. Decision Gates are the stepping stones from one Contract Phase into the next and their purpose is to validate the deliverables of the individual Contract Phase, to ascertain that the project schedule is on track and to assess Contractor performance under the Contract. As such, Decision Gates are considered "Critical Progress Markers" upon which successful completion of the contracted effort depends.
- 11.4. All three Decision Gates have success and fail criteria pre-defined by the Purchaser against which the Purchaser will measure Contractor's performance. The default success and fail criteria for all three Decision Gates are listed in paragraph 2.17 of Annex B to Part IV, SOW. Should the default criteria change or have to be adjusted during execution of the Contract, the Purchaser will make the new Success and Fail Criteria available to the Purchaser at the last Project Checkpoint Review, or at the latest four (4) weeks prior to the Decision Gate review by the Purchaser.
- 11.5. At each Decision Gate, the Purchaser will review the overall Contract status and

progress and Contractor performance in order to determine if continuation of the overall Contract remains in the best interest of NATO.

- 11.6. The Purchaser will take into account in his decision the following considerations which include, but are not limited to:
- The number and types of changes made to the Contractor's technical solution, or expected to be made and their impact on project cost and schedule of the present contract,
 - Operational, environmental, or technological changes in the requirements for TRITON,
 - Level of satisfaction with the product(s) delivered by the Contractor up to the Decision Gate.
- 11.7. Notwithstanding Purchaser's right to terminate the Contract for Default in accordance with Clause 39 of the NCIO Contract General Provisions in case the Contractor is not performing, if the Purchaser determines that continuation of the Contract after a Decision Gate is not in the best interest of NATO, the Contractor shall be notified that no further Work Packages will be activated and the Contract will be terminated pursuant to Clause 40 of the NCIO Contract General Provisions entitled "Termination For The Convenience Of The Purchaser".
- 11.8. Under such a termination, the Purchaser will follow the procedures set forth in Clause 40 of the NCIO Contract General Provisions except that the cost incurred by the Contractor for which the Purchaser may be liable are limited to costs incurred in relation to Work Packages that have been activated in accordance with Clause 12, "Activation of Work Packages", of the Contract Special Provisions. In such a case, the Purchaser will not be liable for any costs associated with Work Packages not activated, even if the Contractor had commenced work within these Work Packages at his own risk.
- 11.9. Nothing in this Clause 11 shall be construed as or interpreted to limit the rights and obligations of the parties with respect to those established by virtue of Clauses 39 ("Termination for Default") and 40 ("Termination for the Convenience of the Purchaser") of the NCIO Contract General Provisions.

12. ACTIVATION OF WORK PACKAGES

- 12.1. In accordance with the Contract execution phases described in Clause 11 above, this Contract will be executed through a staged approach with the scope of work structured into a series of Work Packages each associated with a set of project milestones and checkpoints.
- 12.2. Project milestones are specific events held over the course of the Contract and provide reference points to the Purchaser during the execution of the Contract. Project milestones are linked to the Contract's progress payment milestones defined at Annex J of the Contract Special Provisions. A list of all major project milestones of this Contract and their mapping to Contract Work Packages, Decision Gates and checkpoints is provided in Table 2 of Annex B to Part IV, SOW.
- 12.3. Checkpoints are selected events identified in the Project Master Schedule that are

used by the Purchaser as formal review points in the course of the execution of this Contract to ensure that the project is on schedule. There are a total of twelve (12) Checkpoints. During the Checkpoint Review, the Purchaser will assess the status of all Project Milestones associated with the respective Checkpoint, and will assign Status Indicators to each Project Milestone in accordance with Paragraph 3.18.4 of the SOW.

- 12.4. Based on the indicators, the Purchaser will assess the overall status of the Checkpoint as one of the following:
- Success: All associated milestones are on schedule.
 - Provisional Success: One or more milestones are not fully achieved, but the Purchaser recognises them to be in good progress and to be completed within a mutually agreed schedule. These pending milestones will be reassessed during subsequent Checkpoint reviews.
 - Fail: One or more milestones have not been achieved, and the Purchaser does not recognise them to be in good progress. The assessment of the checkpoint will be repeated on a mutually agreed date and the Purchaser reserves the right to take remedial action.
- 12.5. Contractor performance as measured and assessed at Checkpoint Reviews and Decision Gates will contribute to Purchaser's recommendation to the respective funding committees on whether to retain the Contractor for future follow-on Increments of Project TRITON.
- 12.6. The Effective Date of Contract activates Work Packages 1, 2, 3.1, and 4. The activation of the remaining Work Packages shall automatically occur in conjunction with Checkpoint Reviews that are assessed by the Purchaser with results "Success" or "Provisional Success" as follows:
- Checkpoint Review 2 activates Work Packages 5 and 8.
 - Checkpoint Review 3 activates Work Package 3.2.
 - Checkpoint Review 4 activates Work Package 3.3.
 - Checkpoint Review 7 activates Work Package 3.4.
 - Checkpoint Review 10 activates Work Packages 6 and 7.
- 12.7. Optional Work Packages 9, 10, and 11, may only be activated upon formal amendment to the Contract.
- 12.8. Activation of Optional Work Package 9 will depend upon the results of the Site Surveys, CLIN 5, which the Purchaser intends to conclude before Checkpoint Review 5.
- 12.9. The Purchaser intends to activate Optional Work Package 11 after Checkpoint Review 10.
- 12.10. The Purchaser intends to activate Optional Work Package 10 after the Final System Acceptance at a date defined by the Purchaser and provided the respective authorisation has been received by the funding committees.
- 12.11. If the Contractor fails to meet a critical progress milestone on which activation of one or more succeeding Work Packages depend, the Purchaser is not obligated to

extend the dates of these milestones in order to accommodate the Contractor delay, if the failure to meet the critical progress milestone is attributable solely to the Contractor.

- 12.12. The Contractor is advised that if the Contractor elects to begin work on a Work Package prior to its activation, the Purchaser bears no liability for costs incurred by the Contractor for work conducted prior to activation in the case that the Contract is terminated.

13. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 13.1. This Clause supplements Clause 19 of the NCIO General Contract Provisions.
- 13.2. 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 NCIO Contract General Provisions.
- 13.3. 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 NCIO Contract General Provisions, and with the “Purchaser’s Pricing Principles” as set out in Annex 1 to the NCIO Contract General Provisions.
- 13.4. Contractor’s pricing proposals for Changes, Amendments and Claims shall be priced in accordance with the Schedule of Forward Labour Rates and Schedule of COTS Software and Licenses established in the Contract Schedule of Supplies and Services, or, if not defined in the latter, which were submitted in the Contractor’s bid incorporated in the Contract by reference.
- 13.5. If new labour categories, not previously specified in section 6 of the SOW 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.
- 13.6. The Contractor shall be bound by the stated labour rates and COTS components prices till 31 December [*year EDC + 4 years*]. At the beginning of each following calendar year that the Contract is effective, the labour rates of the Schedule of Forward Labour Rates in Section 2 of the Schedule of Supplies and Services will be subject to an annual revision.
- 13.7. The stated revision shall be based on the evolution of the Labour Cost Index in Belgium for NACE section C – Index (2000=100) (LCI), as published by the Belgian Ministry of Economy (<http://statbel.fgov.be/en/statistics/figures/>) or shall be based on the evolution of the Bidder’s national Labour Cost Index.
- 13.8. The revised rates shall be obtained through the following formula:
- $$P = P_o * (0.2 + 0.8 L/L_o).$$
- where:
- P : Revised daily labour rate applicable to the considered labour category during the following 12 months.

Po : Effective rate applicable to the same labour category in year 2021 according to the SSS, Section 2.

L : LCI value registered in 4th quarter of the year prior to the revision.

Lo : LCI value registered in 4th quarter of 2020.

14. OPTIONS

- 14.1. The Purchaser's liabilities and obligations under this Contract at the time of its signature, and unless a formal Contract Amendment is issued in accordance with the terms of this Clause and Clause 16 (Changes) of the NCIO General Contract Provisions, are limited in scope and amount to performance and deliverables associated to TRITON Increment 1, Work Packages 1 through 8, CLINs 1 through 8 and 12, as described in Annex B Work Packages to Part IV, Statement of Work.
- 14.2. CLINs 9, 10, and 11 are optional and are available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract until the period of validity indicated in 14.3 through 14.5 below.
- 14.3. CLIN 9 may be exercised 12 months after EDC until 36 months after EDC after which the option will be deemed to have expired.
- 14.4. CLIN 10 may be exercised as annual options within a period of five (5) years following EDC + 36 months after which the option will be deemed to have expired.
- 14.5. CLIN 11 may be exercised 25 months after EDC until 36 months after EDC after which the option will be deemed to have expired.
- 14.6. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or alternative supplies and services at the times and to the destinations as specified in the Contract.
- 14.7. The Contractor 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 he decide not to exercise the options either totally or partially. Further, the Purchaser reserves the right to request another Contractor (or the same) to perform the tasks described in the optional Contract line items of the current Contract with other conditions.
- 14.8. Any Contract option shall be exercised by written amendment to the Contract.
- 14.9. Any options for additional equipment and services may be exercised multiple times within the stated time period.
- 14.10. 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).

15. COMMERCIAL OFF THE SHELF (COTS) SOFTWARE

- 15.1. The Purchaser reserves the right to exclude from the awarded Contract the purchase of software licenses for which NATO has established centralized Contracts. The

Contractor will be notified by the Purchaser in writing as to which software licenses will be removed from the contract scope to be provided to the Contractor in the form of "Purchaser Furnished Property" in accordance with Clause 13 (Purchaser Furnished Property) of the NCIO Contract General Provisions. The Contract terms, schedule, and prices will subsequently be modified accordingly through an amendment to the Contract.

16. SCHEDULE OF SITE INSTALLATIONS

- 16.1. The sequential order of any performance to be rendered at any NATO sites may be changed by the Purchaser on the basis of sites availability at no cost to the Purchaser provided that the notification of change is provided to the Contractor thirty (30) days prior to the scheduled date of site activity as illustrated in the most current Purchaser Approved Project Master Schedule.

17. ACCEPTANCE PROCEDURES

- 17.1. This Clause supplements Clauses 21 and 22 of the NCIO General Contract Provisions.
- 17.2. 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.
- 17.3. Acceptance procedures are described in Sections 3 and 4 of the SOW and Clauses 21 (Inspection and Acceptance of Work) and 22 (Inspection and Acceptance of Documentation) of the NCIO General Contract Provisions.
- 17.4. In accordance with the implementation procedures stated in Section 4 of the SOW, any hardware, software, documentation, or any other Deliverables provided as part of a site installation shall not be subject to Acceptance until Site Activation is satisfactorily completed.
 - 17.4.1. 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. In this case, the Purchaser will make an assessment of the nature of the deficiencies and may pay the Contractor an amount commensurate with the importance of the stated deficiencies. This amount shall be between 50% and 90% of the total price of the CLIN that covers the deficient services or deliverables and will be deducted from the payment during the next due progress milestone specified in ANNEX J of these Contract Special Provisions. Full payment will not be made until all deficiencies have been cleared at which point in time the Acceptance shall become final.

18. RISK OF LOSS OR DAMAGE

- 18.1. This Clause supplements Clause 24 of the NCIO Contract General Provisions.
- 18.2. 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.

- 18.3. Notwithstanding paragraph 18.2 above, 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 18.2 above shall apply.
- 18.4. Notwithstanding paragraph 18.2 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.

19. COTS PRODUCTS REPLACEMENT

- 19.1. 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.
- 19.2. 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.

20. LOCAL STANDARDISATION

- 20.1. 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.
- 20.2. The requirement for local standardisation shall be addressed during site surveys and shall be reflected by the Contractor in the corresponding site survey report as specified in Section 4 of the SOW.
- 20.3. 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.
- 20.4. 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.

21. CONTRACT ADMINISTRATION

- 21.1. The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 21.2. The Contractor shall accept Contract modifications only in writing from NCI Agency Contracting Authority.
- 21.3. All notices and communications between the Contractor and the Purchaser shall be written in English and may be personally delivered, mailed, or faxed at the following address:

Contractor:

Attn:
Tel:
Fax:
e-mail:

NCI Agency: Avenue du Bourget 140
1110 Brussels, Belgium
Acquisition
Attn: Ms. Katharina Schwarz (Senior Contracting Officer)
Tel: +32 (2) 707 8591
Fax: +32 (2) 707 8770
e-mail: katharina.schwarz@ncia.nato.int

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

22. TECHNICAL DIRECTION

- 22.1. For its direct official control and coordination 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
C2 Service Line
Oude Waalsdorperweg 61
2597 AK The Hague
The Netherlands

Attn: Dr. Erhan Saridogan
Principal Scientist and TRITON Project Manager
Tel : +31 (70) 374 3611
Fax: +31 (70) 374 3239

- 22.2. The Purchaser may designate other staff elements as technical focal points for the execution of specific tasks.
- 22.3. 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 inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

23. LIQUIDATED DAMAGES

- 23.1. This Clause replaces Clause 38.1 (Liquidated Damages) of the NCIO Contract General Provisions.
- 23.2. If the Contractor;
 - 23.2.1. Fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or
 - 23.2.2. Fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered,

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 0.5% (zero point five percent) per day of the associated payment set forth in the Schedule of Payments provided in ANNEX J.
- 23.3. In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 of the NCIO Contract General Provisions (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 39.5 of the NCIO Contract General Provisions.
- 23.4. 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 Clause 39.6 of the NCIO Contract General Provisions (Termination for Default). In such event, subject to the provisions of Clause 41 of the NCIO Contract General Provisions (Disputes), the Purchaser shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

- 23.5. Liquidated damages shall be payable from the first day of delinquency and shall accrue at the rate specified in Clause 23.2.2 above to 15% (fifteen percent) of the value of each payment milestone individually, not to exceed 10% (ten percent) of the total value of the Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 23.6. The rights and remedies of the Purchaser under this Clause are in addition to any other rights and remedies provided by law or under this Contract.
- 23.7. The Contractor acknowledges that any sums payable under this clause are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.
- 23.8. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - By drawing from the performance guarantee.
 - By reclaiming such damages through appropriate legal remedies.

24. CONTRACTOR'S EMPLOYEES

- 24.1. 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.
- 24.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's employees, agents, or representatives are not eligible for any diplomatic privileges nor NATO employee benefits.
- 24.3. The Contractor shall inform his employees, agents, and representatives under this Contract of the terms of the Contract and the conditions of the working environment.

25. KEY PERSONNEL

- 25.1. Contractor's employees or agents specifically identified in ANNEX B shall be considered as key personnel for the performance of the Contract. Without prejudice to other applicable stipulations of the contract, key personnel shall be subject to the terms and conditions specified below.
- 25.2. A key personnel assigned to this Contract shall remain working on the Contract for as long as required by the terms of the present Contract unless the Purchaser agrees to a replacement who is equal or better qualified. Such a replacement will be in accordance with article 25.5 and is without extra cost to the Purchaser.
- 25.3. The Contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of key personnel non-availability that may endanger the

performance of services or deliverables set in the contract.

- 25.4. The Purchaser reserves the right to reject a Contractor's staff member after prior acceptance if the Purchaser determines during Contract performance that the individual is not providing the required level of support. The Purchaser will inform the Contractor in writing in case such a decision is taken, and the Contractor shall propose a replacement within fifteen (15) days after the Purchaser's written notification.
- 25.5. The Purchaser shall approve any replacement or additional key personnel according to the following procedure:
 - 25.5.1. The Contractor shall provide the name(s) and qualifications statement(s) of a nominee(s) for review by the Purchaser a least twenty (20) days before the intended date of replacement or the date when the nominee(s) is/are required to start work under the contract. If the Purchaser accepts the nominations, this acceptance will be notified in writing to the Contractor, who will be authorized to assign the nominated personnel to the Contract on the date(s) established in the stated notification.
 - 25.5.2. If the Purchaser considers a nominee or nominees to be inappropriate for the required services, the Contractor will be so notified and shall have not more than ten (10) days to submit alternate nominees.
- 25.6. If the Contractor fails to provide in due time a compliant candidate, the Purchaser may terminate this Contract in whole or in part as provided in the first paragraph of the clause 39 entitled "Termination For Default" of the NCIO General Contract Provisions, and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "Termination For Default" clause, for such liquidated damages accruing until such time as the Purchaser may reasonably obtain delivery or performance of similar services.
- 25.7. The delay stated above shall be counted from the day the Purchaser notifies the Contractor, in accordance with paragraph 25.5.2 above, that the alternate nominees are considered to be non-compliant or inappropriate for the required services according to the requirements of the Contract.

26. INDEPENDENT CONTRACTOR

- 26.1. The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor and its personnel nor Sub-Contractors shall be considered in any respect as being employees, servants or agents of the Purchaser.

27. CONTRACTOR BACKGROUND IPR

- 27.1. This Clause supplements Clause 30 of the NCIO Contract General Provisions and does not apply to Contract deliverables under Work Package 4 (C4ISR Visualisation Component).
- 27.2. The Contractor intends to use the Contractor and Third Party Background IPR listed in ANNEX D and ANNEX E hereto for the purpose of carrying out work pursuant

to this Contract.

- 27.3. 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 NCIO General Contract Provisions.
- 27.4. 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 NCIO 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.
- 27.5. Any use of 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 NATO a perpetual, non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Background IPR for the purpose of exploiting or otherwise using the Foreground IPR, including national purposes by NATO member nations.
- 27.6. In addition, this license shall allow the Purchaser to further re-transfer this Background IPR free of charge to companies eligible for NATO procurements to further develop the Foreground IPR, including without limitation, developing, maintaining and operating future iterations of TRITON.
- 27.7. Any use of Contractor and Third Party Background IPR as stated in ANNEX D and ANNEX E, and unless specifically applicable to COTS items, is not limited to the number of users or the number of licenses required by the Contract for use of the system. With the exception of COTS items, the Purchaser reserves the right to use or authorise NATO members to use the Background IPR as stated in ANNEX D and ANNEX E for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 27.8. All Software, except COTS, delivered under this Contract shall not be marked with corporate logos, proprietary information or contain warnings limiting the rights to use or reproduction nor shall those markings be included in the operating and/or maintenance manuals or instructions accompanying such software.

28. CONFIDENTIALITY AND NON-DISCLOSURE

- 28.1. 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".
- 28.2. 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.

- 28.3. 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.
- 28.4. 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.
- 28.5. 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, Contractor's key personnel mentioned in clause 25 (Key Personnel) above shall be required to sign the Non-Disclosure Certificate at ANNEX A.
- 28.6. 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.

29. CONFLICT OF INTEREST

- 29.1. 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.

- 29.2. 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.
- 29.3. 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).
- 29.4. The Contractor's notice called for in paragraph 29.2 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.
- 29.5. 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.
- 29.6. If the Contracting Officer in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the 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.
- 29.7. 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.

30. PURCHASER FURNISHED PROPERTY AND SERVICES

- 30.1. This Clause hereby supplements Clause 13 of the NCIO General contract Provisions.
- 30.2. The Purchaser shall provide the Contractor with the following property and services for the performance of the contract:
 - 30.2.1. Items and Services as specified in Paragraph 3.3.4 of the SOW.

30.2.2. Access to laboratories at its premises in The Hague, Netherlands.

30.2.3. Hardware Infrastructure at Installation Sites.

31. WARRANTY PERIOD (EXCLUSIVE OF SOFTWARE)

31.1. This Clause hereby supplements Clause 27 of the NCIO General Contract Provisions.

31.2. The Warranty Period for any Hardware deliverables under this Contract shall be the longer of:

(a) the specific warranty periods established in the SOW for individual deliverables;

(b) the applicable Original Equipment Manufacturer's warranty; or

(c) two (2) years for any Hardware items.

The Warranty Period shall start from the time of their formal acceptance after delivery.

31.3. Throughout the Warranty Period the Contractor shall make good any:

- Defects in the deliverables;
- Breach of warranties specified in Clause 27 (Warranty of Work) of the General Contract Provisions; and
- 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 31, and Clause 27 (Warranty of Work) of the General Contract Provisions.

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

31.5. If the Contractor fails to correct any Warranty Period Incidents within the timeframe specified in Clause 27 (Warranty of Work) of the General Contract Provisions or Section 5 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 ten (10) working days written notice:

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

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

31.7. If replacement parts are fitted by the Contractor as part of the warranty the parts removed shall become the Contractor's property unless required by the Purchaser at the Purchaser's discretion. Notwithstanding that, faulty hard disks removed from

NATO SECRET equipment shall not be returned to the Contractor but destroyed by the NATO site personnel in accordance with applicable NATO security regulations.

- 31.8. Notwithstanding Clause 27.6 of the General Contract Provisions, if prior agreed upon by the Purchaser, the Contractor has the possibility to repair the failed component instead of providing a new replacement.

32. SOFTWARE WARRANTY

- 32.1. The following Clause 32.1.1 supersedes Clause 31.3.1 of the NCIO Contract General Provisions:

- 32.1.1. For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 of the NCIO General Provisions shall extend to all defects discovered within twelve (12) months from Final System Acceptance (FSA) declared in writing by the Purchaser's Contracting Authority.

33. PERFORMANCE GUARANTEE

- 33.1. This Clause hereby supplements Clause 8 of the NCIO General Contract Provisions.

- 33.2. 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 point of contact established in paragraph 21.3 above.

- 33.3. The reductions specified in paragraph 33.2 above 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.

34. SECURITY

- 34.1. This Clause hereby supplements Clause 11 of the NCIO General Contract Provisions.

- 34.2. 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. Also, the Contractor must fulfil the reporting requirements set in Section 3 of the SOW regarding the submission of personal details security clearance data of Contractor's personnel.

- 34.3. Without prejudice to other Purchaser's rights, failure to comply with the

requirements stated in 34.2 above shall constitute grounds for Contract termination under the clause 39 “Termination For Default” of the NCIO General Contract Provisions and entitle the Purchaser to collect liquidated damages in case of delay as specified in Clause 23 above and Clause 8 of the NCIO General Contract Provisions.

- 34.4. Notwithstanding paragraph 34.3 above, if the Contractor fails to comply with the requirement stated in paragraph 34.2 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.
- 34.5. Contractor’s staff members shall hold a valid passport and are required to maintain its validity for the duration of the contract.
- 34.6. 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.

35. SUPPLEMENTAL AGREEMENTS

- 35.1. 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 NCIO Contract General Contract Provisions.
- 35.2. 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 Parties 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.

36. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES

36.1. The following set of documentation is part of the Contract:

- Project Management Plan (PMP)
- Project Product Breakdown Structure (PPBS)
- Project Work Breakdown Structure (PWBS)
- Project Master Schedule (PMS)
- Quality Plan (QP)
- Configuration Management Plan (CMP)
- System Development Plan (SDP)
- Test Management Plan (TMP)
- Training Plan (TrP)
- System Transition Plan (STrP)
- System Maintenance Plan (SMP)
- Integrated Support Plan (ISP)
- In-Service Support Plan (ISSP)
- System Validation Plan (SVP)
- Software Transition Plan (SwTP)

36.2. 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.

36.3. Subject to the exception noted in paragraph 36.4 below, any formally Purchaser approved documentation shall be deemed as made part of the contract and shall replace any existing previous version.

36.4. 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.

36.5. Nothing in this Clause is to be construed as a waiver to any other obligation of the Contractor under the contract.

ANNEX A. NCI AGENCY DECLARATION

To be signed by the Contractor's key personnel designated under
CO-13859-TRITON

I UNDERSTAND:

That I must preserve the security of all information (including but not limited to classified/commercial-in-confidence 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 will be considered as a key personnel as specified in Clause 25 of the Special Provisions of Contract CO-13859-TRITON, and therefore, shall comply with all regulations and restrictions applicable to key personnel.

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 in accordance with Clause 25 of the Special Provisions of the aforementioned Contract.

Full name (in block capitals)

Date

Signature

ANNEX B. KEY PERSONNEL

The following Key Personnel shall be subject to the stipulations contained in Clause 25 (Key Personnel) of the Contract Special Provisions for the period of designation indicated below:

Position	SOW/WP Reference	Labour Category	Name	Designation Period
Project Manager	3.5.2, 6.2.1	Project Manager		EDC thru Contract expiration date
Technical Lead (Overall TRITON)	3.5.3, 6.4.1	Senior Engineer		EDC thru Contract expiration date
Technical Lead (Visualisation Component)	3.5.3, 6.4.1	Senior Engineer		thru WP4
Test Director	3.5.4, 6.4.18	Senior Test Engineer		EDC thru Contract expiration date
Quality Assurance Manager	3.5.5, 6.5.10	Quality Assurance Manager		EDC thru Contract expiration date
Integrated Logistics Support Engineer	3.5.6, 6.5.1	Logistics Management Specialist		EDC thru Contract expiration date

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ANNEX C. LIST OF SUBCONTRACTORS

Name and Address of Sub-Contractor	DUNS Number¹	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

¹ Data Universal Numbering System (DUNS). Contractor is requested to provide this data in order to help the NCI Agency to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

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**ANNEX D. CONTRACTOR AND SUBCONTRACTOR
BACKGROUND IPR**

- a. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to Work Packages 1 through 3 and 5 through 8 of the prospective Contract.

IPR Description	IPR Owner	Remarks / Restrictions ²

- 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 27 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

² Indicate whether the IPR is applicable to a COTS product

ANNEX E. 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 prospective Contract.

Table E.1 – Deliverables of Work Package 4 (C4ISR Visualisation Component)

IPR Description	IPR Owner	Remarks / Restrictions ³

Table E.2 – Deliverables of Work Packages 1 through 3 and 5 through 8

IPR Description	IPR Owner	Remarks / Restrictions ⁴

- 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 8.5 and 27 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

³ May only be COTS in accordance with Clause 8.5 of the Contract Special Provisions

⁴ Indicate whether the IPR is applicable to a COTS

ANNEX F. LIST OF PURCHASER PROVIDED ITEMS

To be defined at Pre-Award stage in line with Clause 30 of the Special Contract Provisions.

a. Purchaser Furnished Equipment (PFE)

Equipment title	Equipment description	Number required (exclusive options)	Date required

b. Purchaser Furnished Documentation (PFD):

Title	Date required	Provided during IFB	Version

ANNEX G. USE AND NON DISCLOSURE UNDERTAKING

To be included from NDU in Book I

ANNEX H. INSTRUCTIONS FOR COMPLETING A CONTRACTOR PRICING SUMMARY

This annex contains instructions on how to fill out the Pricing Summary form (ANNEX I), which must be sent by the Contractor, in addition to relevant pricing and non-pricing data, to properly document a request for price adjustment under applicable clauses of the Contract.

H.1. DIRECT MATERIAL

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 (vendor quotes, invoice prices, etc.). Give details on an attached schedule.

Sub-contracted Items: Show the total cost of sub-contract effort.

Other:

- (i) **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 and give details on an attached schedule.
- (ii) **Standard Commercial Items:** Consists of items that the Contractor 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.

H.2. MATERIAL OVERHEAD

This is the overhead charged to prices for material handling and/or other overhead associated with material costs. This may or may not apply to your prices.

H.3. DIRECT LABOUR

Show the hourly rate and the total hours for each individual (if known) and discipline of direct labour proposed. Indicate whether actual rates or escalated rates are used. If escalation is included, state the degree (percent) and rationale used.

H.4. LABOUR OVERHEAD

This is labour overhead.

H.5. OTHER DIRECT COSTS

Special Tooling/Equipment: Identify and support specific equipment and unit prices. Use a separate schedule if necessary.

Travel: Identify and support each trip proposed and the persons (or disciplines) designated to make each trip. Identify and support transportation and per diem rates.

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.

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, travel costs, leasing of equipment) and provide bases for pricing.

H.6. GENERAL AND ADMINISTRATIVE EXPENSE

This is the overhead charged for SG&A or G&A.

H.7. FEE OR PROFIT

Enter this total of all proposed Fee or Profit.

H.8. OTHER FACTORS

This would be any other overhead factors applied to Contractor prices.

H.9. GRAND TOTAL

This is the Contractor final FFP total and should in essence match the total price claimed in the proposal for adjustment.

ANNEX I. CONTRACTOR PRICING SUMMARY

CONTRACTOR PRICING SUMMARY					
DETAILED DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIAL	QUANTITY	UNIT COST	UNIT COST €	TOTAL EST COST €	REFERENCE
A. PURCHASED PARTS					
B. SUBCONTRACTED ITEMS					
C. OTHER- (1)Raw Material					
(2) Standard Commercial Items (COTS)					
TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (RATE % X TOTAL EST COST € BASE)					
3. DIRECT LABOR (INDICATE LABOR CATEGORIES)	EST HRS	RATE/HR	RATE €	TOTAL EST COST €	REFERENCE (CLIN)
TOTAL DIRECT LABOR					
4. LABOR OVERHEAD	O.H. RATE	(X) BASE			
TOTAL LABOR OVERHEAD					
5. OTHER DIRECT COSTS	QUANTITY	UNIT COST	UNIT COST €	TOTAL EST COST €	REFERENCE
A. SPECIAL EQUIPMENT/CFE/NFE					
TOTAL SPECIAL EQUIPMENT					
B. TRAVEL					
(1) TRANSPORTATION					
(2) PER DIEM					
TOTAL TRAVEL					
C. CONSULTANTS OTHER SERVICES					
TOTAL INDIVIDUAL CONSULTANT SERVICES					
D. OTHER					
TOTAL OTHER					
SUBTOTAL DIRECT COST & OVERHEAD					
6. GENERAL & ADMINISTRATIVE (G&A) (RATE % X TOTAL EST COST € BASE)					
7. TOTAL ESTIMATED FEE/ PROFIT %					
8. OTHER FACTORS					
9. GRAND TOTAL					

NOTES:

Please indicate pricing details for those categories specified as "Other" including "Other Factors."
If currency is not Euro, please indicate currency of the bid.

ANNEX J. PROGRESS PAYMENT SCHEDULE (CLAUSE 7 SPECIAL PROVISIONS)

a. Firm Requirements:

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b. Optional Requirements (notional only, depending on the scope and exercise date of the options)

Months	0	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36
Milestones	EDC		CP1	CP2	CP3	CP4	CP5	CP6	CP7		CP8	CP9		CP10		CP11		CP12	EOC
WP 9							PSD	COTSPR			Delivery-NS			Delivery-NU				PED	
							5%	5%			30%			30%				30%	
WP 11														PSD		HL-SRR		HL-SDR	PED
														10%		40%		30%	20%

c. Optional Requirements – WP 10

At each Quarterly Maintenance Review.

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ANNEX K. TASK ORDER FORM

CONTRACT CO-13859-TRITON			
1. Task Order Number:		2. Amendment	
3. Issuing Office:	NATO Communications and Information Agency, HQ Brussels		
4. Project Manager:			
7. Tasks			
8. Delivery Time and Period of Performance:			
9. Total Value of the Order: DDP Destination		10. Travel	
11. Total Cumulative Value of Task Orders Issued under the contract.			
12. Commitment No.:			
13. Project No.:			
14. Effective Date of Order:			
15. For The Contractor:		16. For the Purchaser:	
17. Signature:		18. Signature:	
19. Printed Name and Title		20. Printed Name and Title	
21. Date		22. Date	

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

- Belgium: EUR 0.50
- The Netherlands: EUR 0.57

PER DIEM RATES

EURO Countries (Full Daily Rates)

COUNTRY	EUR	COUNTRY	EUR	COUNTRY	EUR
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 Republic of Macedonia	149.00
Czech Republic	180.00	Malta	150.00	Turkey	157.00
Estonia	162.00	Moldova	156.00	Ukraine	210.00
Finland	224.00	Monaco	220.00	United Arab Emirates	252.00
France, elsewhere	212.00	Montenegro	158.00		

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NON - EURO Countries (Full Daily Rates)

COUNTRY	CURRENCY	AMOUNT
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

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CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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The Contract General Provisions

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The Contract General Provisions

1. ORDER OF PRECEDENCE

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:

- 1.1. The Signature Page;
- 1.2. The Contract Schedules, Part I;
- 1.3. The Contract Contract Special Provisions, Part II;
- 1.4. The Contract General Provisions, Part III;
- 1.5. The Statement of Work, Part IV of the Contract;
- 1.6. The Annexes to the Statement of Work.

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1 **Assembly-** An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance-** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..
- 2.3 **Claims-** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause-** A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority-** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)-** The term “Commercially Off-the-Shelf Item (COTS)” means any item that:is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

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- 2.8 **Contractor Background IPR-** Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.
- 2.9 **Correction-** Elimination of a Defect.
- 2.10 **Contract-** The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).
- 2.11 **Contracting Authority-** The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.12 **Contractor-** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 2.13 **Day-** A calendar day
- 2.14 **Defect-** Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.
- 2.15 **Deliverable-** Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.
- 2.16 **Design Defect-** Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.
- 2.17 **Effective Date of Contract (or "EDC")-** The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.
- 2.18 **Failed Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.
- 2.19 **Foreground IPR -** Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 2.20 **IPR-** Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

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- 2.21 **Manufacturing Defect-** Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO-** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.
- 2.23 **NCI AGENCY-** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes-** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part-** An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country-** A NATO member country that participates in financing the effort.
- 2.28 **Parties-** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser-** The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR-** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property-** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)-** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect-** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

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- 2.34 **Sub-Assembly-** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract-** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor-** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.
- 2.37 **Third Party IPR-** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work-** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. **AUTHORITY**

- 3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.
- 3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.
- 3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.
- 3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

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The Contract General Provisions

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

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8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

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provisions of the Contract regarding Termination for Default.

- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

Beneficiary: NCI Agency, Finance, Accounting & Operations
Boulevard Leopold III, B-1110, Brussels
Belgium

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR).
2. 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.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary

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number _____(to be identified when certificate is presented)."

Such certificate shall be accompanied by the original of this letter of credit.

4. 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.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____("Final Expiry Date") without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 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 CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. _____ dated _____ between NCI Agency and (NAME OF CONTRACTOR), 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.

8. The Beneficiary may not present the certificate described in paragraph 7 above

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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.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
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. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, 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 NATO Participating Country.
- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue

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to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
 - 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
and
 - 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
 - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

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11. SECURITY

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
 - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
 - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
 - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
 - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
 - 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;
 - 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations

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under the laws of the other NATO nations in which they may have access to classified information;

- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

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- 12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

- 13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.
- 13.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 13.6 The inventory shall note whether:
- 13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);

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- 13.6.2 The property was otherwise destroyed;
- 13.6.3 The property remains in possession of the Contractor;
- 13.6.4 The property was previously returned
- 13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

14. CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES

- 14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.
- 14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this

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Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:
- 16.1.1 Specifications (including drawings and designs);
 - 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
 - 16.1.3 Marking and method of shipment and packing;
 - 16.1.4 Place of delivery;
 - 16.1.5 Amount, availability and condition of Purchaser Furnished Property.
- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

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- 16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.
- 16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- 16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

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17. STOP WORK ORDER

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.
- 17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1 cancel the Stop Work Order; or
- 17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.
- 17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
- 17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;
- 17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.
- 17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in

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arriving at the termination settlement.

18. CLAIMS

18.1 The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

I the responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.

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SIGNATURE

Date

- 18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority , the schedule for which is beyond the Contracting Authority's control. A

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decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its "Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.
- 19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:
- 19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
- 19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
- 19.4.1 cost or pricing data;
- 19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
- 19.4.3 a Certificate of Current Cost or Pricing Data, when required.

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- 19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:
- 19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
 - 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
 - 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
 - 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

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CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of.....(*Claim, Amendment, ECP#, etc.*) are accurate, complete and current as of(*Date*).

By submitting the price proposal, the Contractor/sub-Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

19.6.3 The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of

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equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

- 20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.
- 20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.
- 20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.
- 20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.
- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
- 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)

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- 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.
- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely

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accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.
- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a

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manner as not to unduly delay the Work.

- 21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.
- 21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.
- 21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);
 - 21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;
 - 21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.
- 21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- 21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

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22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

- 22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.
- 22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.
- 22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.
- 22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.
- 22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.
- 22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:
- 22.6.1 the items have been accepted;
 - 22.6.2 the acceptance of the items is deferred pending further revision;
- or
- 22.6.3 The items are rejected and significantly fail to meet Contract requirements.
- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the

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Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

- 23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.
- 23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.
- 23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

- 24.1 Except as may be otherwise stated in the Contract Special Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

25. INVOICES AND PAYMENT

- 25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.
- 25.2 Invoices in respect of any Work or services shall be prepared and submitted

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to the Purchaser and shall contain all of the elements listed below:

- 25.2.1 Contract number;
 - 25.2.2 Purchaser's Purchase Order number ;
 - 25.2.3 accounting codes (as specified in this Contract);
 - 25.2.4 item number (as defined in the Contract);
 - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
 - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.
- 25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.

Order placed for official use. Exemption from VAT Article 42, §3&3 of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*

- 25.5 All invoices shall be addressed to the NCI Agency - Financial Management

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

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OR

shall be addressed to Financial Management at the following electronic address:

["NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT"](mailto:NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT) (note there is an underscore between BEL and E-INVOICES)

Note: When used for NCI Agency The Hague or Mons the addresses shall be dictated in the Contract Special Provisions

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

- 25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.
- 25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative

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procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

- 26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.
- 26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.
- 26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.
- 26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. **WARRANTY OF WORK (Exclusive of Software)**

27.1 For the purpose of this Clause:

- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser

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assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.
- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be

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easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

- 27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.
- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with

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Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.
- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.2 correct the Work;
 - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.3.1 obtain applicable data and reports; and/or
 - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

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27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify

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the Purchaser from any liability for IPR infringement in said countries.

29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3 This indemnity shall not apply under the following circumstances:

29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2 *Contractor Background IPR*

30.2.1 Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

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- 30.2.2 Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3 ***Foreground IPR***

- 30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.
- 30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.
- 30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.
- 30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.
- 30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.
- 30.3.6 The Contractor shall:
- 30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and
 - 30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

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30.3.7 The Contractor undertakes:

- 30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and
- 30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to:
 - (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 **Third Party IPR**

- 30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.
- 30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).
- 30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract

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without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license 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 (e.g. post-back obligations).

30.5 Subcontractor IPR

30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY**31.1 Statement of the Warranties**

31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured,

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tested, and verified by tests and procedures set forth in this Contract.

31.2 Notification Requirement

- 31.2.1 The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).
- 31.2.2 The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3 Duration of the Warranty

- 31.3.1 For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

31.4 Purchaser Remedies for Breach

- 31.4.1 The rights and remedies of the Purchaser under this Software Warranty:
- 31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and
- 31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;
- 31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:
 - 31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;
 - 31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

31.5.1 This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph, a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or of the integration of Purchaser furnished property into any Software delivered under this Contract.

31.5.2 Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

31.6 Markings

31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in

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the operating and/or maintenance manuals or instructions accompanying such Software.

- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

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- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: ["http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"](http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm)

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto

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and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.

33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

34.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.

34.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the

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Contract or any part thereof without the prior written consent of the Purchaser.

36. **PURCHASER DELAY OF WORK**

- 36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.
- 36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:
- 36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
 - 36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.
- 36.3 No claim under this Clause shall be allowed:
- 36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;
 - 36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and
 - 36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. **CONTRACTOR NOTICE OF DELAY**

- 37.1 In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

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- 37.2 Notwithstanding the above the Contractor shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due date.

38. LIQUIDATED DAMAGES

- 38.1 If the Contractor:

38.1.1 fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2 fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

- 38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.
- 38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.
- 38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.
- 38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

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- 39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:
- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent;
 - 39.1.6 breaches any provision of this Contract; or
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

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- 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.
- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit

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the Contractor to meet the required delivery schedule.

- 39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

39.7.1 any completed Work with associated rights ;

39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;

- 39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.

- 39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.

- 39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).

- 39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

- 39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).

- 39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).

- 39.14 The rights and remedies of the Purchaser provided in this Clause shall not be

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exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
- 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
 - 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
 - 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

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- 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
- 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
 - 40.3.7.1 shall not be required to extend credit to any Buyer; and
 - 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted

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shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable

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to Work paid or to be paid for under Clause 40.7.1;

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

- 40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or
 - 40.10.2 if an appeal has been taken, the amount finally determined on such appeal.
- 40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:
- 40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
 - 40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and
 - 40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.
- 40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.
- 40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the

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Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

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

41. DISPUTES

- 41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.
- 41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).
- 41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.
- 41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

- 42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be

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submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.
- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall

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determine the apportionment of the arbitration expenses.

- 42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

- 43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

- 44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

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ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLES**A. General**

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.
2. As may be requested by the Purchaser, the Contractor shall provide documentation. that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.
3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.
4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.
5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.
6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles**1. Allowable cost**

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

- (a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

i. Direct Costs

A direct cost is any cost which can be identified specifically with a particular cost objective as generally accepted. Direct costs are not limited to items which are incorporated in the end product as material or labour.

ii. Indirect Costs

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Annex 1: Purchaser's Pricing Principles

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

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Annex 1: Purchaser's Pricing Principles

- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

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Annex 1: Purchaser's Pricing Principles4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

IFB-CO-13859-TRITON

**PROVISION OF FUNCTIONAL SERVICES FOR
COMMAND AND CONTROL OF MARITIME OPERATIONS
(TRITON)**

INCREMENT 1

PROJECT SERIAL 2011/0IS03081

BOOK II – PART IV

STATEMENT OF WORK (SOW)



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SECTION 1: INTRODUCTION

1.1. Purpose

- 1.1.1. The purpose of this Contract is to implement and support the Functional Services for Command and Control of Maritime Operations (Short Title: TRITON) – Increment 1 Project. This is a Contract for services and supplies to design, develop, test, deploy, and provide life-cycle support for TRITON capability including the production of Deployable Kits for NATO Command Ships (Afloat Command Platforms).

1.2. Background

- 1.2.1. Project **TRITON** is the name given to all implementation activities associated with the delivery of services in support of Maritime Command and Control contained within the Bilateral Strategic Command (Bi-SC) Capability Package **9C0107** “Functional Services for Command & Control of Operations” and is authorised as the NSIP project **2011/OIS03081**.
- 1.2.2. The purpose of TRITON is to provide the NATO community with an integrated, robust and flexible capability supporting a set of services available throughout the Bi-SC Automated Information System (AIS) and NATO operational theatres to enable NATO and National forces to establish and share a common view of the battle space thereby improving their situational awareness and decision-making processes.
- 1.2.3. The capabilities delivered under Project TRITON will be the primary source of the NATO Recognised Maritime Picture (RMP). TRITON as a system consisting of a set of services will be required for use in peacetime, exercises, and time of crisis (operations) throughout the static and deployed environments in the NATO Command Structure (NCS) to provide commanders with the required level of maritime information in order to make informed operational decisions.
- 1.2.4. TRITON will enable maritime situational awareness based on received information from NATO and National systems, collating the information into RMP and making the RMP available to the NATO forces in a timely and responsive manner in accordance with NATO policy, doctrine and guidance.
- 1.2.5. To enable this capability, TRITON will provide an integrated and supported suite of services supporting the Maritime C2 Information Services functions that complement and build upon the Bi-SC AIS Core Services. These TRITON services are required to facilitate the work of relevant staff at all static and deployable Command Facilities of the NATO Command Structure to provide the RMP for the full spectrum of NATO operations.
- 1.2.6. TRITON Increment 1 includes provision of services to provide the users with Maritime Situational Awareness (MSA) to replace the existing MSA Demonstrator Prototype as well as to provide for a replacement of the legacy Maritime Command and Control Information System (MCCIS) functionality at the NATO operational headquarters. It will also provide a foundation to build on for future increments.
- 1.2.7. At the moment, the MSA and maritime C2 requirements are supported by MCCIS and an Operational Prototype MSA/BRITE). TRITON is intended to replace MCCIS functionality for operational-level C2 and MSA/BRITE by implementing

a full Bi-SC AIS Functional Service, configured to run on two NATO network domains (NS and NU) for both static and deployed headquarters.

- 1.2.8. In addition to C2 of maritime operations, TRITON will support the NATO Shipping Centre (NSC) at MARCOM, by means of TRITON-NU, for contributing to Maritime security and freedom of navigation, and for aiding commercial shipping and military operations.
- 1.2.9. TRITON will be executed and managed within the Bi-SC AIS Programme. Its scope, schedule, technical roadmap and dependencies will be aligned with the programme.

1.3. TRITON Implementation

- 1.3.1. All Maritime C2 and Information Services under Project TRITON will be implemented as “Increments” where each Increment to be procured as separate NSIP projects. The scope of this Statement of Work (SOW) covers only the Increment 1 of Project TRITON, 2011/OIS03081. Other Project Increments will be programmed in future. Figure 1 shows the possible scope allocation for future Increments as well as the scope of Increment 1.

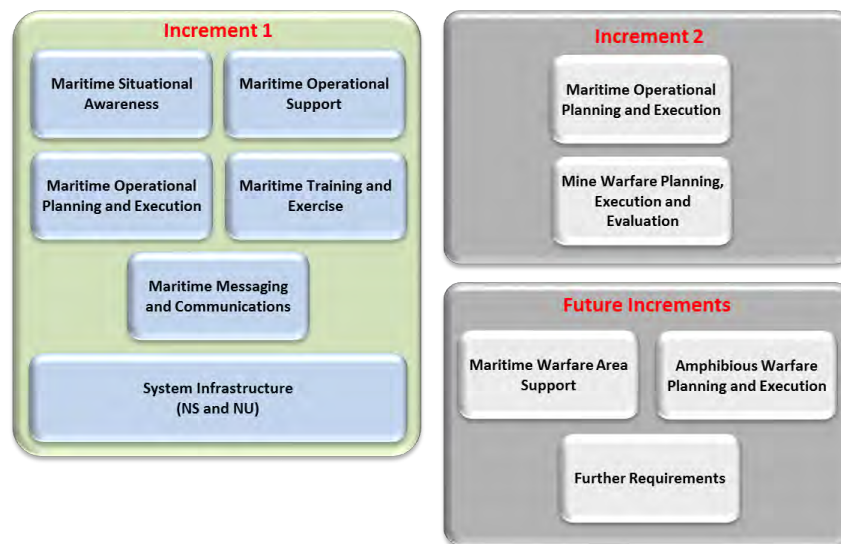


Figure 1 – Project Scope

- 1.3.2. As a system development methodology, “Incremental Development with Multiple Deliveries Approach” will be used to meet all requirements of TRITON Increment 1. This approach will also be used to balance operational user priorities with technical risks, implementation costs, and development schedules in determining the scope of each increment. During the Incremental Development, parallel Build Phases will be followed and a Baseline will be created with a given set of implemented requirements and the product will be delivered after official testing. Further Baselines will follow the same method while applying enhancements to the previous Baselines. Ultimately, full product will be achieved when the last Baseline is officially accepted. There will also be some infrastructural preparations and analysis for the next Increment to be planned according to the acquisition status. Figure 2 illustrates the Incremental Development Approach:

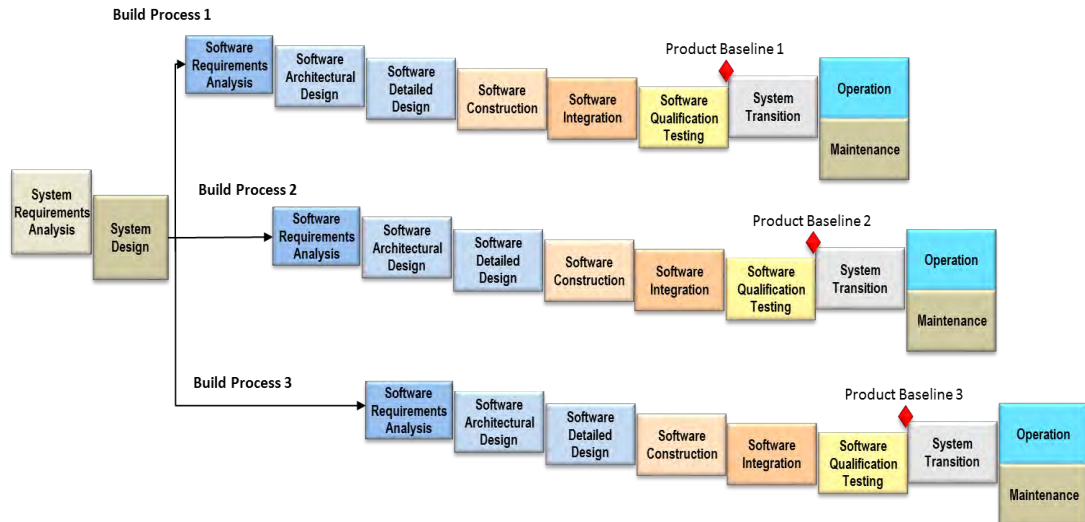


Figure 2 - TRITON Incremental Development Approach

- 1.3.3. The initial contracted effort is intended to address the TRITON Increment 1 capability as defined in this SOW and the supporting Work Packages.
- 1.3.4. The TRITON technical solution will be based on a Service-Oriented Approach in order to meet the required flexibility and adaptability for the NATO environment and to prepare for the future NATO Federated Mission Network (FMN). This includes:
 - 1.3.4.1. A set of Business Services to deliver the functionalities,
 - 1.3.4.2. A set of Enabler Services to deliver functionalities in support of Business Services, and perform actions that could be combined with or migrated towards NATO Core Enterprise Services as required,
 - 1.3.4.3. An architectural construct to provide sets of services to internal and external partners and to provide dedicated means of communications to Information Providers, and other methods enabling adequate transformations, also ensuring policy enforcement and governance within TRITON scope¹,
 - 1.3.4.4. An Orchestration Engine² to allow for flexibility in designing sequences of services interaction in support of evolving business processes definition.
- 1.3.5. TRITON will be integrated with the existing BI-SC AIS infrastructure and comply with the planned infrastructure to be provided by CP 9C0150. Optionally, additional COTS software can be procured and delivered.
- 1.3.6. The TRITON capability will exchange information with various Communities of Interest such as Bi-SC AIS Functional Services, Core Services and Nations. To that extent the TRITON capability needs to support current standards of information exchange, data replication and mechanisms derived from its SOA environment (e.g. Web-services). It will also support the existing interfaces and data formats that are being used by MCCIS and MSA/BRITE.

¹ Such an architecture construct may be called in the literature an “Enterprise Service Bus”

² Such engine may be also called “business process manager”

1.4. Locations**1.4.1. Purchaser Facility**

1.4.1.1. Unless otherwise specified in the text, the definition of the Purchaser's Facility defines the following locations:

- NCI Agency in Brussels, Belgium (referred to as NCI Agency Brussels);
- NCI Agency in Casteau, Belgium (referred to as NCI Agency Mons)
- NCI Agency in The Hague, The Netherlands (referred to as NCI Agency The Hague).

1.4.2. Operational Sites

1.4.2.1. The TRITON capability will be accessible across the NATO Command Structure (NCS), Afloat Command Platforms (ACP), NATO Agencies, and Nations. The locations that are originally authorised and confirmed by the operational community – hereafter referred as “Authorised Locations” – and able to access TRITON Services, are listed in Table 1-1. The list also provides the estimated number of users at each location. The number of users will be confirmed during the Site Surveys. As future Increments will require more users, these numbers will not be taken as a limitation factor for the system design.

Table 1-1 - TRITON Authorised Locations and Estimated Number of Users

Serial	Site	Location	Installation	Number Of Users
TRITON-NS Static Site				
1	SHAPE	Mons	DC	20
2	ACT (NCI Agency Sector)	Norfolk	DC	10
3	JFC	Brunssum	DC	20
4	JFC	Naples	DC	20
5	Land Command	Izmir	DC	10
6	Maritime Command	Northwood	DC or MARCOM	50
7	Air Command	Ramstein	DC	20
8	STRIKFORNATO	Lisbon	DC	20
9	JFTC	Bydgoszcz	DC	20
10	JWC	Stavanger	DC	20
11	CAOC	Uedem	DC	15
12	CAOC	Torrejon	DC	15
13	DACCC	Poggio Renatico	DC	15
14	Battle Laboratory	NCI Agency	DC	10
15	National HQs (10 users each)	20 Nations	DC	200
	TOTAL (for one instance)			465
TRITON-NU Static Site				
1	NATO Shipping Centre	Northwood	DC or MARCOM	20
2	Maritime Operations Centre	Northwood	DC	20

3	SHAPE	Mons	DC	10
4	National HQs (10 users each)	20 Nations	DC	200
	TOTAL (total for one instance)			250
DCIS				
1	Mission Anchor Point	Deployed	DCIS	50
2	MCC	Deployed	DCIS	50
3	Mission Anchor Point	Deployed	DCIS	50
4	MCC	Deployed	DCIS	50
	TOTAL (for 4 instances)			200
Deployable Kit				
1	CTF/CTG	Command Ship	Deployable Kit Unit	5
2	CTU (2 users on each)	4 Other Ships		8
	TOTAL (for each unit of one TDK)			13
Support Systems				
1	Maintenance and Support	NCI Agency	NS Reference System	10
	Virtual Test Users	NCI Agency	NS Reference System	100
	TOTAL (for one instance)			110
2	Maintenance and Support	NCI Agency	NU Reference System	10
	Virtual Test Users	NCI Agency	NU Reference System	100
	TOTAL (for one instance)			110
3	Development and Test	NCI Agency	NS Test System	50
	Virtual Test Users	NCI Agency	NS Test System	100
	TOTAL (for one instance)			150
4	Development and Test	NCI Agency	NU Test System	50
	Virtual Test Users	NCI Agency	NU Test System	100
	TOTAL (for one instance)			150
5	Individual Training	Training Node	NS Training System-1	50
6	Collective Training	Training Node	NS Training System-2	100
7	Individual Training	Training Node	NU Training System-1	50
8	Collective Training	Training Node	NU Training System-2	50
	TOTAL (for eight instances)			1290

1.4.2.2. In the coming years, NATO will rationalise and centralise its IT infrastructure, reducing the footprint down to only three Data Centres. There are several projects in CP 9C0150 related to the implementation of this new IT architecture in the Bi-SC AIS. Two of these projects within the IT Modernisation Programme are given below:

- “0IS03091: Exploit New Technology”, which is implementing the basic Data Centre concept and the future “NATO Cloud”
- “0IS03092: Extend, Upgrade and Adapt Fielded Baseline”, which is helping upgrade existing infrastructure at sites.

1.4.2.3. Figure 3 shows the “To-Be Architecture” of the IT Modernisation Programme.



Figure 3 – IT Modernisation “To-Be” Architecture

1.4.3. Authorised Locations

1.4.3.1. The Authorised Locations are classified into the following categories:

- Data Centre Locations
- Enhanced Node Locations
- Standard Node Locations
- Remote Node Locations
- Deployable Nodes
- Support Systems Locations
- User Node Locations
- Organizational Node Locations

1.4.3.2. Data Centre Locations

1.4.3.2.1. Data Centre Locations will have TRITON Servers and infrastructure (if required) and can provide access to the TRITON Services for local and remote users. These sites will be equipped with equipment necessary to support a large number of users. These sites will have TRITON System Administrators and may also have local TRITON users.

1.4.3.2.2. Although the locations of the Data Centres will be finalised later, the current thinking is to place them all in Europe, with a Main Data Centre (DC-1), a Secondary Data Centre (DC-2) and a third Data Centre (DC-3). The design will be based on two full Data Centres (DC-1 and DC-2) having asynchronous replication and a third, smaller Data Centre (DC-3) supporting asynchronous replication with DC-1 for mission-critical data.

1.4.3.2.3. The initially planned Data Centre Locations are given below:

- NATO HQ, Brussels, Belgium
- SHAPE, Mons, Belgium
- JFC Naples, Lago Patria, Italy

1.4.3.2.4. Two of the Data Centres will be sufficiently close to each other to permit asynchronous replication of mission critical data, but sufficiently separated to

prevent outage of both due to a common cause. Each Data Centre will provide processing, storage and networking capabilities both at NS and NU Domains.

- 1.4.3.2.5. The availability of each Data Centre will be 99% in order to achieve an overall 99.999% availability across the three Data Centres for mission-critical services and data.
- 1.4.3.2.6. The design of TRITON for these nodes should take into account the existing equipment and in a fully virtualised environment.
- 1.4.3.2.7. Users at the same location as the Data Centres can access TRITON Functional Services (NS and NU) using standard workstations on the appropriate networks.
- 1.4.3.3. Enhanced Node Locations
 - 1.4.3.3.1. Enhanced Nodes will be equipped with a Local Computing Facility for services that cannot be provided from the Data Centres. These are services with special service level requirements (e regarding latency or availability). It is anticipated that even for Enhanced Node Locations, the majority of services will be provided from Data Centres.
 - 1.4.3.3.2. These Local Computing Facilities will be equipped with the same physical and virtualisation environment as the Data Centres, just at a smaller scale commensurate with the service level requirements.
 - 1.4.3.3.3. Enhanced Node Locations will have TRITON Users and System Administrators.
 - 1.4.3.3.4. Users at Enhanced Node Locations can access TRITON-NS or NU Functional Services using standard workstations on the appropriate networks.
- 1.4.3.4. Standard Node Locations
 - 1.4.3.4.1. Standard Nodes will have minimum footprint to provide access to the enterprise. They will provide:
 - Core network infrastructure services
 - Remote management capabilities
 - Enterprise network access enhancement
 - Information assurance and cyber defence components
 - 1.4.3.4.2. These locations do not have any TRITON System Administrators. The management is centralised.
 - 1.4.3.4.3. Users at Standard Node Locations can access TRITON NS or NU Functional Services using standard workstations on the appropriate networks.
- 1.4.3.5. Remote Node Locations
 - 1.4.3.5.1. Nations and ships that do not have Deployable Kits are considered as Remote Nodes.
 - 1.4.3.5.2. These locations do not have any TRITON System Administrators. The management is local.
 - 1.4.3.5.3. Users at Remote Node Locations can access TRITON NS or NU Functional Services using standard workstations on the appropriate networks.

- 1.4.3.6. Deployable Nodes
 - 1.4.3.6.1. Deployable Nodes are those nodes whose locations may be changed according to the needs. Current Deployable Node Locations are as follows:
 - Afloat Command Platforms (NATO Command Ships)
 - Deployable CIS (DCIS)
 - 1.4.3.6.2. Afloat Command Platforms
 - 1.4.3.6.2.1 The NATO Command Ships assigned to NATO Task Force/Group are named as Afloat Command Platform (ACP).
 - 1.4.3.6.2.2 There will be two (2) Standing NATO Maritime Groups (SNMG-1 and 2) and two (2) Standing NATO Mine Counter-Measures Groups (SNMCMG-1 and 2). In addition to these four Groups in operation, another four Groups may be required for mission hand-over. TRITON will therefore provide eight (8) Deployable Kits in total.
 - 1.4.3.6.2.3 TRITON Deployable Kits will be provided to only the ACPs. They will correspond to standard Data Centre functionality deployed on semi-ruggedized equipment boxes and other mobile equipment to support deployed Headquarters. They will provide server-based capabilities for integration into a deployable network. They will have standalone capabilities, but are intended to rely on available deployable infrastructure (e networking, workstations, domain services etc.) on board the ship.
 - 1.4.3.6.3. Deployable CIS Locations
 - 1.4.3.6.3.1 TRITON shall be accessible across the NATO Command Structure (NCS) and on the deployed commands through the Deployable Communication and Information Services (DCIS), including the NATO Response Force (NRF).
 - 1.4.3.6.3.2 Separate instances of TRITON will be installed on the DCIS infrastructure provided by the Purchaser (named as DragonFly). These instances will be able to run on the Mission Network (MS).
 - 1.4.3.6.3.3 Due to the rotational nature of the NRF, the deployment location is presently unknown. The Contractor shall perform the installation upon confirmation of the locations.
- 1.4.3.7. Support Systems Locations
 - 1.4.3.7.1. Test Node Location
 - 1.4.3.7.1.1 The Test Node will host the TRITON Test Systems, for both NS and NU Functional Services. These systems will not be operationally used.
 - 1.4.3.7.1.2 The Purchaser will use the Test Systems to conduct system test and integration activities.
 - 1.4.3.7.1.3 All Test Systems will be established on the NU Domain.
 - 1.4.3.7.1.4 The Test Node Location will be the NCI Agency The Hague, PMIC, facilities on the NU Domain.
 - 1.4.3.7.2. Reference Node Location

- 1.4.3.7.2.1 The Reference Node Location will host the TRITON Reference Systems, for both NS and NU Functional Services. These systems will not be operationally used.
- 1.4.3.7.2.2 The Purchaser will use the Reference Systems to conduct maintenance and system integration activities.
- 1.4.3.7.2.3 All Reference Systems will be established on the NU Domain.
- 1.4.3.7.2.4 The Reference Node Locations will be one of the following NCI Agency premises:
- Testbed in Mons
 - PMIC, The Hague
- 1.4.3.7.2.5 The Purchaser will decide on the Reference Node Locations according to the status of internal organisational needs at the time of deployment. The Contractor shall perform the installation at the designated site.
- 1.4.3.7.3. Training Node Location
- 1.4.3.7.3.1 The Training Node Location will host the TRITON Training Systems, both NS and NU Functional Services. They will be used during Individual or Collective Training by remotely accessing the services via browsers.
- 1.4.3.7.3.2 All Training Systems will be established on the NU Domain.
- 1.4.3.7.3.3 The Individual Training Node Location will be one of the following:
- Data Center-1
 - NCI Academy, Lisbon
- 1.4.3.7.3.4 The Collective Training Node will be one of the following:
- JFTC, Bydgoszcz (Enhanced Node)
 - JWC, Stavanger (Enhanced Node)
- 1.4.3.7.3.5 The Purchaser will decide on the Training Node Locations according to the status of the CIS infrastructure and operational needs at the time of deployment. The Contractor shall perform the installation at the designated sites.
- 1.4.3.8. User Node Locations
- 1.4.3.8.1. User Node is a generic name for a location serving general TRITON users. A User Node may be a Data Centre, an Enhanced Node or a Remote Node, without any geographical restriction. It may also be an ACP with or without the Deployable Kit. Nations are also considered as a User Node.
- 1.4.3.8.2. User Nodes will host the user workstations which allow individual users to access TRITON functions via Web-based applications.
- 1.4.3.9. Organizational Nodes
- 1.4.3.9.1. An Organizational Node provides an integrated set of TRITON functionality and a virtual repository for NATO Headquarters or Centres like a User Node. SHAPE, MARCOM, JFCs are examples to Organizational Nodes.

1.4.3.9.2. An Organizational Node provides a logical structuring of users, functionality and information, and may be independent of the physical node structure (e.g. a physical node may support more than one Organizational Node).

1.4.3.9.3. Organizational Nodes will host the user workstations which allow local users to access TRITON functions via Web-based applications.

1.4.4. Deployment

1.4.4.1. Figure 4 shows a notional diagram of the TRITON operational architecture showing Data Centres, Organizational and User Nodes, and Afloat Command Platforms.

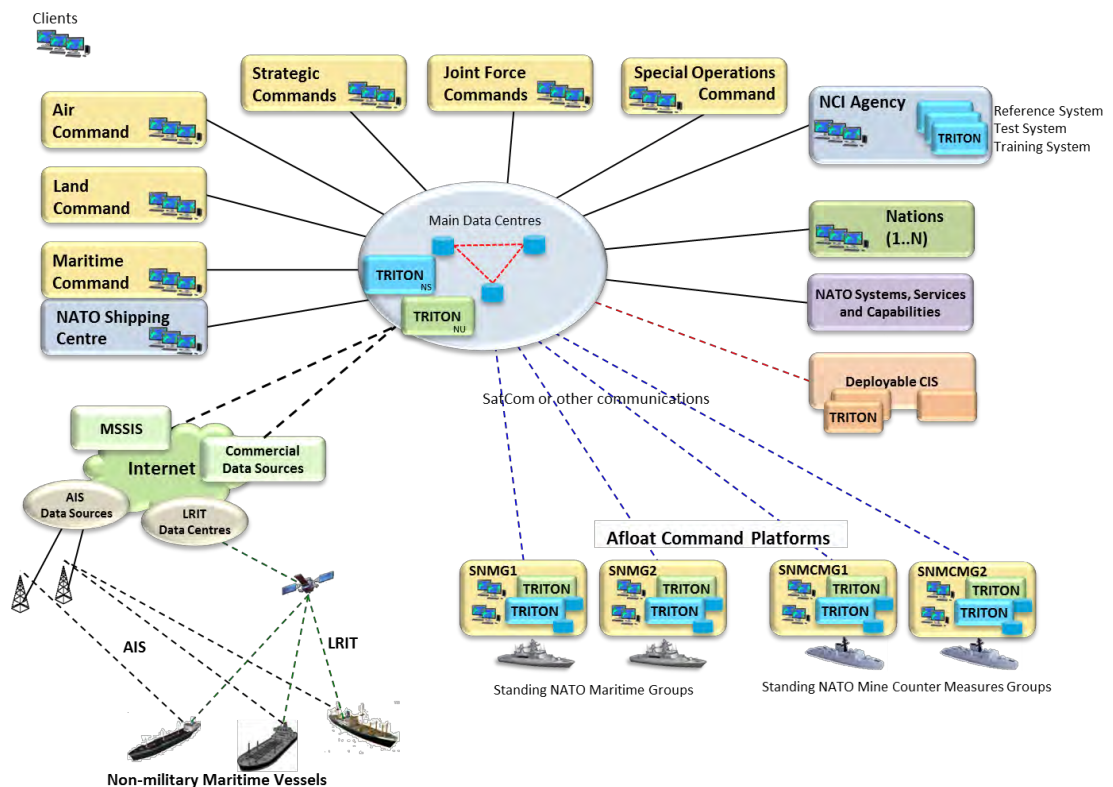


Figure 4 - TRITON Operational Architecture

1.4.4.2. The TRITON installation locations including the Data Centres and other types of Nodes within the architecture illustrated in Figure 4 are given in Annex-B, WP5 System Transition.

1.5. Key Operational Requirements

1.5.1. TRITON, as a system provided by the Contractor, shall meet the key operational requirements stated below:

1.5.1.1. Replacement of MCCIS functionality that supports operational-level Maritime C2, MSA, and RMP.

1.5.1.2. Replacement of MSA functionality for White Shipping currently supported by MSA/BRITE.

1.5.1.3. Building and dissemination of White Picture (WP) on the NU Domain.

1.5.1.4. Building and dissemination of RMP on the NS Domain.

- 1.5.1.5. Utilising information received from National maritime C2 systems and commercial maritime services to build the WP and RMP.
- 1.5.1.6. The Water Space Management and Prevention of Mutual Interference (WSM/PMI) segment of Maritime Operational Planning.
- 1.5.1.7. Interoperability with other NATO systems and Functional Services.
- 1.5.1.8. Providing Deployable Kits for Afloat Command Platforms to operate TRITON in standalone mode for both domains.
- 1.5.2. The TRITON capability shall utilise the use of existing Bi-SC AIS Core and Functional Services and comply with the Bi-SC AIS Reference Architecture as specified in the SRS.
- 1.5.3. The TRITON capability shall be made available to its users as a set of services running on the existing NATO WANs. A degree of information flow shall occur between different security domains.
- 1.5.4. The TRITON capability shall provide a system which is accreditable at the required security level and mode of operation as defined in the SRS.

1.6. Scope of Work

- 1.6.1. This Statement of Work (SOW) describes the Contractor's responsibilities and tasks to satisfy the NATO requirements of TRITON Increment 1.
- 1.6.2. The Contractor shall provide all necessary resources including services, personnel, material, components, equipment and documentation needed to accomplish the tasks described in the SOW and the Work Packages, to meet the requirements of the SOW and Work Packages, and to fulfil Contract Provisions.
- 1.6.3. TRITON is expected to be implemented using Incremental Development with Multiple Deliveries Approach where each development activity is called "Build Process" which ends with an official product delivery called "Baseline".
- 1.6.4. The defined Build Processes are given in Table 1-2:

Table 1-2 – Build Processes

Build Process	Name	Product	Capabilities
1	TRITON-NS (Partial) as Pilot	BL1	• System infrastructure on NS Domain • Core functions • Object handling • Picture display capability • Concept Demonstration System
2	TRITON-NU (Full)	BL2	• System infrastructure on NU Domain • White Picture management • MSA functions
3	TRITON-NS (Full)	BL3	• C2 capabilities • RMP management • Operational planning (WSM/PMI)
4	TRITON ACP Capability	BL4	• Deployable Kit production • System infrastructure on NS/NU • ACP handling
	C4ISR Visualisation Component	VC BL1,2,3	• Map and object display capability • Isolated component

- 1.6.5. Each Build Process is expected to follow the standard Waterfall Development life cycle enabling updates to previous Baselines. Agile management and development practices for individual functions and requirements within a Build Process can be applied. A notional overview of Build Process Realisation Plan, including the system-level analysis and design is given in Figure 5.

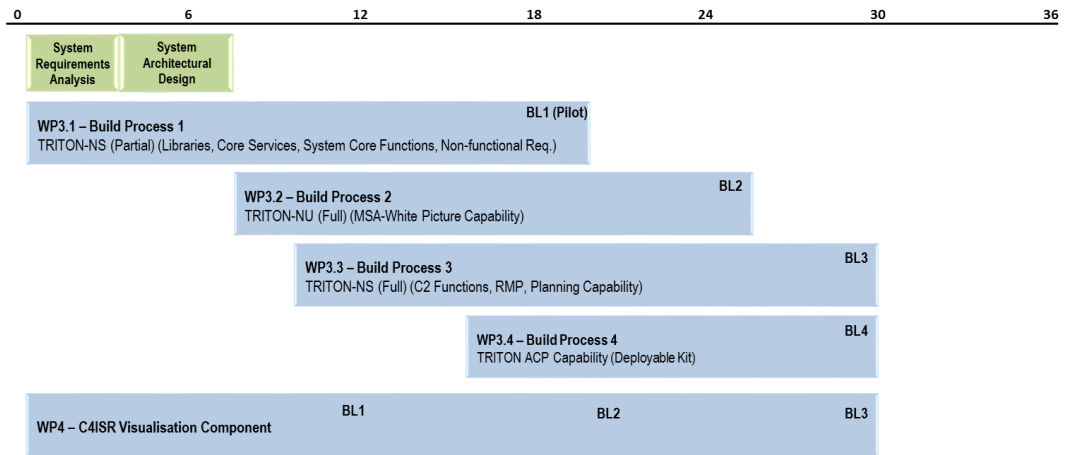


Figure 5 – Build Process Realisation Plan (Notional)

- 1.6.6. A sequence of software requirements analysis, software design, software construction, software integration, software verification and installation activities will be conducted in each Build Process to deliver a Baseline with a software version. Hardware implementation will be conducted similarly.
- 1.6.7. The overall TRITON capability for Increment 1 will be realised via a series of Work Packages (WP). The details of the Contractual Work Packages are described in Annex B to this SOW. The list of the Work Packages is given in Table 1-3:

Table 1-3 – Work Packages

Number	Work Package
WP1	Project Management
WP2	Systems Engineering Services
WP3.1	Build Process 1 (TRITON-NS Partial)
WP3.2	Build Process 2 (TRITON-NU Full Capability)
WP3.3	Build Process 3 (TRITON-NS Full Capability)
WP3.4	Build Process 4 (TRITON ACP Capability)
WP4	C4ISR Visualisation Component Provision
WP5	System Transition
WP6	System Support and Maintenance
WP7	Support to Operational Testing and Evaluation
WP8	Support to Transition from Legacy Systems
WP9	COTS Software Provision (option)
WP10	5-Year Maintenance and Support (option)
WP11	Support to Preparations for the Next Increment (option)

- 1.6.8. Note that the following packages are contract options that can be exercised during the performance of the main contract, and therefore shall be included in the overall project schedule:
- WP9 : COTS Software Provision (option)
 - WP10 : 5-Year Maintenance and Support (option)
 - WP11 : Support to Preparations for the Next Increment (option)
- 1.6.9. Exercising the optional Work Packages shall have no impact on the overall timeline, especially on the date of Final System Acceptance (FSA). Thus the Bidder shall already work these options into the Master Schedule as if they are going to be exercised.
- 1.6.10. The Contractor shall implement all TRITON system requirements stated in Annex-A, System Requirements Specification (SRS).
- 1.6.11. The Contractor shall:
- 1.6.11.1. Design the system and maximise the use of commercially-available products to meet the Contractual System Requirements Specification (SRS) given in Annex B.
 - 1.6.11.2. Use a component-based, loosely-coupled architecture to support maximum reusability.
 - 1.6.11.3. Organise, manage and report on the contracted work as directed by the Work Packages placed under this Contract.
 - 1.6.11.4. Plan and execute developments and/or procurements required in order to ensure that the TRITON Product Baseline will at all times meet the SRS and other Contract requirements.
 - 1.6.11.5. Plan and execute the required tests to certify the TRITON Product Baseline as meeting its functionality, performance, security, interoperability and O&M requirements.
 - 1.6.11.6. Provide expertise to participate in additional Purchaser-led test activities as required.
 - 1.6.11.7. Develop/procure and prepare the necessary TRITON elements for delivery to the specified sites as directed by the Work Packages placed under this Contract.
 - 1.6.11.8. Prepare, install and configure the TRITON in the Purchaser-identified Test and Reference Environment in order to conduct system verification and validation. The Contractor shall coordinate with the Purchaser to arrange access to the NCI Agency TRITON Test Systems and Reference Systems in order to conduct verification or further testing to support follow-on development.
 - 1.6.11.9. Deliver the required software to the prepared site, and execute installation, testing, training and activation of the system, according to the agreed Project Management Plan and Project Master Schedule.
 - 1.6.11.10. Install and configure the Training Systems to be used for TRITON-NS and NU.
 - 1.6.11.11. Develop TRITON Deployable Kits, install and configure software for TRITON ACP Capability.

- 1.6.11.12. Coordinate with the Purchaser to ensure that the site preparation activities are completed on or ahead of the date site implementation begins.
- 1.6.11.13. Deliver the required software to all Authorised Locations, and execute installation, testing, training and activation of the system, according to the agreed Project Management Plan and Project Master Schedule.
- 1.6.11.14. Plan and implement cut-over and initial operation of the new system to ensure transition from the existing to the new operational capabilities without loss of essential mission functions (e.g. building RMP) or data (e.g. existing AIS recordings).
- 1.6.11.15. Support development of Standard Operating Procedures (SOP) for operational use and maintenance of TRITON (for static and afloat sites and for both NS and NU Domains).
- 1.6.11.16. Develop and deliver Training Courses, including Training Materials, Student Manuals, Computer-Based Training, and course assessment after each course.
- 1.6.11.17. Fully document the design, operation, and maintenance of the delivered operational and Support Systems by providing the required manuals, operational procedures, supporting technical data, computer software and drawings required by the Contract.
- 1.6.11.18. Provide initial service support for the TRITON Product Baseline and transition service provisioning responsibility to the Purchaser.

1.7. Statement of Work Organization

- 1.7.1. This SOW defines the general requirements for services and supplies provided under Work Packages under this Contract. Specific performance requirements will be defined as part of each Work Package given in Annex B.
- 1.7.2. Section 1 provides an introduction to the SOW.
- 1.7.3. Section 2 identifies applicable documents.
- 1.7.4. Section 3 defines the management requirements of this Contract.
- 1.7.5. Section 4 defines the requirements for technical tasks under this Contract.
- 1.7.6. Section 5 defines the support requirements under this Contract.
- 1.7.7. Section 6 identifies the responsibilities and experience and education requirements for the labour categories to be used in support of this Contract.
- 1.7.8. Section 7 lists requirements for documentation to be delivered with this Contract.

1.8. Standards for Interpretation of the Statement of Work

- 1.8.1. This SOW invokes a variety of NATO Standardisation Agreements (STANAGs), Allied Publications (AQAP, ACMP, etc.) and International Standards (e.g. ISO/IEC). While these are NATO reference documents, there are national and international standards that are considered to be equivalent and are cited as such within these documents.
- 1.8.2. Where a national or international standard exists that is not specifically referenced in the STANAGs, Allied Publications, ISOs as being equivalent, the Contractor may propose to utilise such a standard if it can demonstrate to the satisfaction of the

Purchaser that such a standard is equivalent to the STANAG, Allied Publications or ISOs in question. The Purchaser, however, reserves the right to deny such a request and demand performance in accordance with the standard cited in the SOW.

SECTION 2: APPLICABLE DOCUMENTS

2.1. STANAGS

- STANAG 2290, Ed. 2, 2010, NATO Unique Identification of Items
- STANAG 4107, Ed. 8, 2007, Mutual Acceptance of Government Quality Assurance and Usage of the Allied Assurance Publications (AQAP)
- STANAG 4427, Ed.3, 2014, Configuration Management in System Life Cycle Management
- STANAG 4728, Ed. 2, 2015, System Life Cycle Management
- STANAG 6001, Ed. 5, 2014, Language Proficiency Levels
- STANREC 4174, Ed.4, 2014, Guidance for Dependability Management
- STANREC 4753, Ed. 1, 2015, Project Managers' Guide to Quality Assurance Insight, Oversight and Intervention in the Acquisition Process

2.2. Allied Publications

- AAP-20 Ed. C, Ver.1, 2015, NATO Programme Management Framework (NATO System Life Cycle Model)
- AAP-48 Ed. B, Ver.1, 2013, NATO System Life Cycle Processes
- ACMP-2000, Ed. A, Ver.1, 2014, Policy on Configuration Management
- ACMP-2009, Ed. A, Ver.1, 2014, Guidance on Configuration Management
- ACMP-2100, Ed. A, Ver.1, 2014, Configuration Management Contractual Requirements
- ALP-10 Guidance on Integrated Logistics Support for Multinational Equipment Projects (ILS)
- AQAP-160, Ed. 1, 2001. NATO Integrated Quality Requirements for Software through the Life Cycle
- AQAP-169, Ed. 1, 2001, NATO Guidance on the Use of AQAP-160
- AQAP-2000, Ed. 3, 2000, NATO Policy on an Integrated Systems Approach to Quality through the Life Cycle
- AQAP-2009, Ed. 3, 2010, NATO guidance on the Use of the AQAP-2000 Series
- AQAP-2020, Ed. A, Ver. 1, 2015, Project Managers' Guide to Quality Assurance Insight, Oversight and Intervention in the Acquisition Process
- AQAP-2050, Ed. 1, 2003, NATO Project Assessment Model
- AQAP-2070, Ed. 2, Ver. 2, 2012, NATO Mutual Government Quality Assurance (GQA) Process
- AQAP-2105, Ed. 2, 2009, NATO Requirements for Deliverable Quality Plans

- AQAP-2110, Ed. 3, 2009, NATO Quality Requirements for Design, Development and Production
- AQAP-2210, Ed. 1, 2006, NATO Supplementary Software Quality Assurance Requirements to AQAP-2110
- AQAP-2310, Ed. A, Ver. 1, 2013, NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers
- ATrainP-5, Ed. A, Ver. 1, 2014, Language Proficiency Levels

2.3. Bi-SC Documents

- Bi-SC DIR 75-2, "Education, Training, Exercise and Evaluation Directive (ETEED)", 2 October 2013 (NU)
- Bi-SC DIR 75-7, "Education & Individual Training (E&IT)", 10 September 2015 (NU)
- Bi-SC Capability Package 9C0107, Functional Services for Command and Control of Operations (OPS FS) (NU)
- Bi-SC Capability Package 9C0150, Core Information Services for Command and Control (NU)

2.4. Other NATO Documents

- AC/35-D/2005-REV3, Management Directive on CIS Security, 12 October 2015 (NU)
- AC/35-D/1014-REV2, Guidelines for the Structure and Content of Security Operating Procedures (SecOps) for Communication and Information Systems (CIS), 19 October 2006 (NU)
- AC/35-D/1015-REV3, Guidelines for the Development of Security Requirement Statements (SRS), 31 January 2012 (NR)
- AC/35-D-1021-REV3, Guidelines for the Security Approval or Security Accreditation of Communication and Information Systems (CIS), 31 January 2012 (NR)
- AC/322(SC/5)L(2006)0001, Ver. 2.2, 2006, NATO Communication and Information Systems Configuration Management Policy (NU)
- AC/322(SC/5)L(2006)0001, Ver. 1.0, 2006, Enclosure 2 NATO Communication and Information Systems Configuration Management Directive (NU)
- AC/322-D(2009)0006-(INV), 2009, Guidelines for the Implementation of Configuration Management for NATO CIS (NU)
- AC/322-D(2006)0052 "NATO Consultation, Command and Control Board (NC3B) NATO CIS Configuration Management Policy and Directive (NU)
- AC/322(SC/1-WG/1)N(2009)0005-ADD2, NATO Architecture Framework (NAF) Ver. 3.1 (NU)

- NCSA OSLA-14-02, Preparation of NATO CIS Integrated Logistics Support Plans (ILSP), 2nd Revision (NU)
- Approved Fielded Product List (AFPL) (as updated) (NU)
- Material Data Sheet Template (for inventories and CMDBs) (NU)

2.5. Non-NATO Standards

- ISO 9241-210:2010: Ergonomics of Human-System Interaction - Part 210: Human-centred design for interactive systems
- ISO 60300-1:2014: Dependability management - Part 1: Guidance for management and application
- ISO/IEC 10007:2003: Quality management systems - Guidelines for Configuration Management;
- ISO/IEC 20000-1:2005: Information Technology - Service Management, Part1: Specification; Part2: Code of Practice
- ISO/IEC 15288:2008: Systems and Software Engineering - System Life cycle processes
- ISO/IEC/IEEE 15289:2008: Systems and Software Engineering – Content of life-cycle information products (documentation)
- ISO/IEC 12207:2008: Systems and Software Engineering - Software life cycle processes
- ISO/IEC TR 24748-2:2011: Systems and Software Engineering, Life Cycle Management, Guide to the Application of ISO/IEC 15288 (System Life Cycle Processes)
- ISO/IEC/IEEE 29119:2013 Software and systems engineering -- Software testing
- ISO/IEC/IEEE 29148:2011: Systems and Software Engineering - Life cycle processes – Requirements engineering
- ISO/IEC 25000:2005: Software Engineering - Software product Quality Requirements and Evaluation (SQuaRE) - Guide to SQuaRE
- ISO/IEC FDIS 25010:2011: Systems and software engineering - Systems and software Quality Requirements and Evaluation (SQuaRE) - System and software quality models
- ISO/IEC 14764:2006: Software Engineering - Software life cycle processes - Maintenance
- IEEE Standard 1058-1998, IEEE Standard for software project management plans
- IEEE Standard 1016-2009, IEEE Standard for information technology - systems design - software design descriptions
- IEEE Standard 829-2008: IEEE Standard for software and system test documentation

- International Chamber of Commerce Incoterms® 2010, 2010
- ITIL v3 Service Transition (Best Management Practices); 29 July 2011
- Unified Modelling Language (UML) 2.1, Object Management Group
- Project Management Institute, A Guide to the Project Management Body of Knowledge (PMBOK Guide), Fifth Edition
- Project Management Institute, Practice Standard for Work Breakdown Structures, Second Edition

SECTION 3: MANAGEMENT

3.1. General

- 3.1.1. This section outlines the Project Management Task Area for the TRITON Contract.
- 3.1.2. The goal of the Contractor's Project Management shall be to guide the project through a controlled, well-managed, visible set of activities to achieve the desired results and, wherever possible, to eliminate problems and to ensure that those problems that do occur are identified early, assessed accurately, and resolved quickly in partnership with the Purchaser.

3.2. Project Management Methodology

- 3.2.1. By default, the Contractor shall apply the PRINCE2 project management methodology to the planning, delivery and control of services under this Contract. Subject to approval of the Purchaser, the Contractor may propose his own project management methodology.

3.3. General Requirements

- 3.3.1. This sub-section outlines the general requirements for the TRITON Contract. The requirements of this Subsection (3.3) shall apply to all Work Packages issued under the TRITON Contract.
- 3.3.2. Personnel Security
 - 3.3.2.1. Unescorted access to a NATO site or unescorted work at NATO facilities can only be possible if the Contractor or Subcontractor personnel have, at a minimum, NS Security Clearance as required by NATO policy.
 - 3.3.2.2. The Contractor shall provide proof that each team member has a valid NS Security Clearance or its application is in process when it is required to work on a NATO site or facility.
 - 3.3.2.3. The Contractor shall process all Contractor and Subcontractor personnel through the NATO Security Office at each site, adhering to their procedures for clearances, to obtain security badges for the duration of the on-site activities.
- 3.3.3. Independent Verification and Validation
 - 3.3.3.1. The main objective of the Independent Verification and Validation (IV&V) activity will be the evaluation of the performance of the TRITON Contractor and the verification and validation of the work being performed under the related effort, in particular evaluation of Contractor deliverables.
 - 3.3.3.2. The Purchaser will engage an IV&V Contractor to provide support for the TRITON Project. The IV&V Contractor will monitor, assess, and report on the TRITON Contract in order to identify, as early as possible, perceived problem areas.
 - 3.3.3.3. The IV&V Contractor will execute a non-disclosure agreement with the TRITON Implementation Contractor.

- 3.3.3.4. The IV&V Contractor may be requested by the Purchaser to monitor Contractor activities at Contractor's facilities or other sites related to the development, testing and implementation of the TRITON capability. The Contractor shall fully support such activities and in particular:
- 3.3.3.4.1. Host inspection visits by IV&V Contractor,
- 3.3.3.4.2. Make himself available for answering questions and furnishing information related to the project,
- 3.3.3.4.3. Allow the IV&V Contractor to inspect and monitor testing activities, and
- 3.3.3.4.4. Allow the IV&V Contractor to inspect and monitor the Contractor's processes applicable to this project.
- 3.3.3.5. The Contractor shall transfer to the IV&V Contractor all information deemed necessary to perform the IV&V activities, on his own initiative or on request by the IV&V Contractor or the Purchaser.
- 3.3.3.6. The Contractor shall transfer to the IV&V Contractor at the least the following information:
- Plans
 - Reports
 - Requirements specifications and RMDB,
 - Design, test, and other technical documentation
 - Minutes of CCB meetings
 - Software source code.
- 3.3.3.7. The Purchaser may engage the IV&V Contractor to review any Contract deliverables on behalf of the Purchaser.
- 3.3.4. Purchaser Responsibilities
- 3.3.4.1. The Purchaser's Project Manager will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser after the Effective Date of Contract (EDC).
- 3.3.4.2. The Purchaser's Project Manager will be supported by specialists in certain areas who may, from time to time, be delegated to act on the Project Manager's behalf in their area of expertise.
- 3.3.4.3. The Project Manager, the Integrated Project Management Team (IPMT), Project Board or any other NATO personnel cannot make changes to the terms and conditions of the Contract but may only provide the Purchaser's interpretation of technical matters. All changes to the Contract will be made through the Purchaser's contracting authority only.
- 3.3.4.4. The Purchaser will provide the Contractor with technical descriptions of existing NATO systems as required for the purpose of determining specific interface requirements between the TRITON capability and these systems.
- 3.3.4.5. Purchaser Furnished Items and Services

- 3.3.4.5.1. The Purchaser will make available to the Contractor the facilities necessary to test and demonstrate TRITON compliance with required interfaces to existing NATO systems.
- 3.3.4.5.2. The Purchaser will provide access to sample existing databases and other data export formats to support the development of representative data for purposes of development, testing, and training. The intent is to provide this through remote access to the Programme Management and Integration Capability (PMIC) facility mentioned below. The sample databases for MCCIS, MSA/BRITE and NIRIS will be made available.
- 3.3.4.5.3. The Contractor shall identify requirements for PMIC test support in the System Development Plan and the Test Management Plan.
- 3.3.4.5.4. The Purchaser will provide the (security) settings and related testing documentation for servers, workstations, and Wide Area Network connections.
- 3.3.4.6. The Purchaser will provide access to PMIC at its premises in The Hague, Netherlands.
- 3.3.4.6.1. The facility, currently known as the Programme Management and Integration Capability (PMIC), provides Test Systems, Training Systems, Reference Systems and related networks having NATO security settings and also information products applicable to TRITON.
- 3.3.4.6.2. At the PMIC Test System, the Purchaser will provide access to those Bi-SC AIS Core Services on which the TRITON capability is to depend.
- 3.3.4.6.3. Upon a request, the Contractor will receive remote access via internet VPN to PMIC sub-network, as required to conduct development and testing.
- 3.3.4.7. The Purchaser will provide the facilities, operational links, and interfaces required for Installation Tests, Integration Tests, Regression Tests, Verification and Validation Tests.
- 3.3.4.8. The Purchaser will make available to the Contractor a baseline version of the software source code and any available documents for the following operational prototype:
- MSA Demonstrator Prototype (MSA/BRITE)
- 3.3.4.9. The Purchaser will maintain Configuration Control for Purchaser-provided prototype software baseline. The Contractor shall identify to the designated Purchaser contact any deficiencies in this baseline it encounters during the course of software implementation activities.
- 3.3.5. Coordination with Other NATO Projects
- 3.3.5.1. The NATO CIS environment will be under continual development by other NATO projects and programmes that are being implemented in parallel with TRITON.
- 3.3.5.2. The Purchaser will inform the Contractor and provide more detailed information concerning the changes in the operational or technical environment that may emerge as a result of these projects and programmes.

- 3.3.5.3. The Contractor shall advise the Purchaser on the cost, schedule, and performance impacts of such changes on the project.
- 3.3.6. Operational User Involvement
- 3.3.6.1. The Contractor shall involve (e.g. through participation in Working Groups reviews, workshops, Joint Technical Reviews, Formal Reviews, User Assessment Reviews, user interface design, test events) appropriate operational users for input to, review of and testing of the project deliverables throughout the life span of the Contract work (i.e. requirements refinement for system activation).
- 3.3.6.2. The operational user is expected to participate in the following activities:
- Validation of system requirements
 - SME support for software analysis and design
 - Human-Computer Interaction design
 - SME support for implementation details
 - User Assessment Reviews (UAR)
 - User Assessment Tests (UAT)
 - On-site UAT
 - System Validation Test (SVT)
 - User feedback during Operational Test and Evaluation (OT&E)
 - In-Service Reviews (ISR)
 - Initial Operational Capability (IOC) declaration
- 3.3.6.3. The Contractor shall arrange operational user participation through the Purchaser Project Manager or Purchaser Technical Lead.
- 3.3.7. Location of Work
- 3.3.7.1. Unless otherwise specified by the Work Package or approved by the Purchaser, the main effort for this Project shall be carried out in the Contractor's premises.
- 3.3.7.2. Work at Purchaser Sites
- 3.3.7.2.1. To support extended collaborative efforts, the Contractor may request to locate personnel at the Purchaser's facilities.
- 3.3.7.2.2. If the request is approved by the Purchaser, the Contractor shall be responsible for costs associated with working at the Purchaser's facilities.
- 3.3.7.2.3. The Purchaser will provide the Contractor personnel working at Purchaser locations as part of Work Packages under this Contract with the services given in Table 3-1.

Table 3-1 – Services provided by the Purchaser to the Contractor

Serial	Requirement
1	A desk, cubicle, workstation, or workbench, as appropriate
2	Standard office furniture
3	Common expendable office supplies
4	Access to local telephone service

5	Access to the Purchaser's intranet (NR), NS network, Internet site and selected applications
6	Access to utilities within the work area and storage space for project support data

3.3.8. Lessons Report and Lessons Log

- 3.3.8.1. The Contractor shall establish and maintain a project Lessons Log (LLog).
- 3.3.8.2. The Lessons Log shall include major problems encountered during the project implementation and identify improvements for the future projects.
- 3.3.8.3. The Contractor shall make the Lessons Log available on the Project Website.
- 3.3.8.4. The Lessons Log shall include any learned during the execution and the information captured in the Issue Register and the Risk Register.
- 3.3.8.5. The Contractor shall prepare a Lessons Report after each major milestone as part of the report of that event.

3.4. Project Management Teams

3.4.1. Integrated Project Management Team

- 3.4.1.1. The TRITON Integrated Project Management Team (IPMT) comprises the key stakeholders in Maritime Community and serves as a mechanism for monitoring the project status, aligning activities with the other Maritime activities, resolving issues or conflicts within the project, and advising the Purchaser's TRITON Project Manager.
- 3.4.1.2. The Purchaser's representative chairs the IPMT. The other members are the designated representatives of the NATO Strategic Commands (ACT, ACO). Technical experts within the NCI Agency and other bodies also serve as advisory members of the IPMT.
- 3.4.1.3. Upon award of this Contract, the Contractor shall become an advisory member of the IPMT, which also serves as the TRITON Configuration Control Board (CCB). The Contractor shall participate the IPMT Meeting as invited.
- 3.4.1.4. The Contractor shall provide his inputs to the IPMT via the Purchaser's Project Manager.

3.4.2. Project Board

- 3.4.2.1. The TRITON Project Board is formed by the Purchaser according to PRINCE2 and serves as the primary mechanism for monitoring project status, resolving issues or conflicts within the project, and advising the Purchaser's TRITON Project Manager.
- 3.4.2.2. The Purchaser's Chief C2 Service Line chairs the TRITON Project Board as the "Executive" role.
- 3.4.2.3. Depending on the context of the meeting, the Contractor will become a member of the TRITON Project Board as the "Senior Supplier" role. The Contractor shall participate the Project Board Meeting as invited.
- 3.4.2.4. Depending on the context of the meeting, the user community is represented by the "Senior User" role.

- 3.4.2.5. The other members (e.g. Assurance) are the designated representatives of the NCI Agency.

3.5. Contractor Project Management Office

- 3.5.1. The Contractor shall establish and maintain a Project Management Office (PMO) to perform and manage all efforts necessary to discharge all his responsibilities under this Contract.

- 3.5.1.1. The Contractor shall also provide all necessary manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the project, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project. The personnel identified below shall be considered as “Key Personnel” in accordance with the Special Provisions of this Contract.

3.5.2. Project Manager

- 3.5.2.1. The Contractor shall designate a Project Manager (PM), who will direct and coordinate the activities of the Contractor's project team.
- 3.5.2.2. The Project Manager shall be the Contractor's primary contact for the Purchaser's TRITON Project Manager and shall conduct all major project design, test, and status reviews.
- 3.5.2.3. The Project Manager shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser's Project Manager, Contracting Officer, or Technical Lead.
- 3.5.2.4. The Project Manager shall assist the Purchaser's Project Manager in assessing of cost, schedule, and performance trade-offs within the scope of this Contract.
- 3.5.2.5. The Project Manager shall serve as point of contact for the IV&V Contractor.
- 3.5.2.6. The Project Manager shall meet the qualifications of Project Manager as specified in 6.2.1.

3.5.3. Technical Lead

- 3.5.3.1. The Contractor shall designate a Technical Lead for the project.
- 3.5.3.2. The Technical Lead shall lead the analysis, design, implementation, integration, and follow-on enhancement efforts of the Contractor.
- 3.5.3.3. The Technical Lead shall be accountable for Configuration Management activities and maintaining the Configuration Control of all Configuration Items.
- 3.5.3.4. The Technical Lead shall meet the qualifications of a Senior Engineer and Senior Systems Engineer as specified in Senior Engineer 6.4.1 and 6.4.4, respectively.
- 3.5.3.5. A Technical Manager for the Provision of C4ISR Visualisation Component may be designated.

3.5.4. Test Director

- 3.5.4.1. The Contractor shall designate a Test Director for all test activities conducted under this Contract.
- 3.5.4.2. The Test Director shall meet the qualifications of Senior Test Engineer as specified in 6.4.18.

3.5.5. Quality Assurance Manager

- 3.5.5.1. The Contractor shall designate a qualified individual to serve as the Quality Assurance Manager for activities under this Contract.
- 3.5.5.2. The Quality Assurance Manager shall be able to work independently from the Project Manager and report to a separate manager within the Contractor's organization at a level equivalent to or higher than the Project Manager.
- 3.5.5.3. The Quality Assurance Manager shall meet the qualifications of Quality Assurance Manager as specified in 6.5.10.
- 3.5.5.4. The Contractor should designate Quality Engineers to work under the supervision of the Quality Assurance Manager for all Quality actions to be taken during the lifetime of the project.

3.5.6. Integrated Logistics Support Engineer

- 3.5.6.1. The Contractor shall designate a qualified individual to serve as the Integrated Logistics Support (ILS) Engineer for activities under this Contract.
- 3.5.6.2. The ILS Engineer shall report to a separate manager within the Contractor's organization at a level equivalent to the Purchaser ILS Officer.
- 3.5.6.3. The ILS Engineer shall also be responsible for all training-related activities.
- 3.5.6.4. The ILS Engineer shall meet the qualifications of the Senior ILS Engineer as specified in 6.8.1.

3.6. Project Website and Collaborative Working Environment

- 3.6.1. The Contractor shall establish an unclassified Project Website and Collaborative Working Environment (CWE) on which all relevant unclassified TRITON project documentation and datasets shall be maintained.
 - 3.6.1.1. The Project Website shall allow the Purchaser, the Contractor, TRITON Project Team, and the IV&V Contractor to share the CWE content, collaborate and work efficiently online with managed privilege and access to all relevant project information.
 - 3.6.1.2. CWE shall provide tools for co-development of project documents, storing them and supporting communication between the team members.
- 3.6.2. The Project Website and CWE will be provided to the Contractor through the Bi-SC AIS PMIC facility at the NCI Agency The Hague location and will be available remotely for all relevant stakeholders.
- 3.6.3. The Project Website and CWE shall identify all relevant classified documents by title, unless a title is itself classified.
- 3.6.4. The Project Website and CWE shall allow the Purchaser to access to the Issue Register, Risk Register, Quality Register, Project Master Schedule, and other datasets and tools required by this SOW.
- 3.6.5. The Project Website and CWE shall allow the Purchaser to access to the finished and in-progress items, including design specifications, documentation, source code, installers and executables.

- 3.6.6. The Project Website and CWE shall contain links to the latest baseline of the software package during all phases of project.
- 3.6.7. The Contractor shall update the CWE with the development artefacts on at least weekly basis.
- 3.6.8. The Contractor shall implement an access control mechanism to restrict viewing of any document on the Project Website and CWE to a list of users approved by the Purchaser and administered by the Contractor.
- 3.6.9. The Contractor shall establish a NATO UNCLASSIFIED link between the NCI Agency The Hague, the IV&V Contractor premises, and the Contractor's premises to establish the Collaborative Working Environment for Project TRITON.
- 3.6.10. Video Tele-Conferencing Facilities
- 3.6.10.1. It is envisioned that there will be frequent Video Tele-Conferences (VTC) between the Contractor team and the Purchaser Project Team and as such the Contractor shall have facilities to carry out VTC sessions with the Purchaser's facility locations. These VTC sessions will cover only the UNCLASSIFIED discussions.

3.7. Project Management Plan

- 3.7.1. The Contractor shall establish, provide and maintain a Project Management Plan (PMP) which describes how the Contractor will implement the totality of the project, including details of the project control that will be applied.
- 3.7.2. The PMP shall identify all major Contractor operating units and any subcontractors involved in the development of the TRITON capability and a description of the portion of the overall effort or deliverable item for which they are responsible.
- 3.7.3. The PMP shall cover 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.
- 3.7.4. The PMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor plans with insight into the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in this SOW.
- 3.7.5. The PMP shall describe, or refer to, how the various project management processes (quality management, configuration management, risk management etc.) are integrated, either via a tool set and/or internal project management practices.
- 3.7.6. The PMP shall describe how the Project Website and Collaborative Working Environment will be used to maintain communication between the Purchaser and the Contractor.
- 3.7.7. The PMP shall cover at least the following areas:
- 3.7.7.1. Project Scope:
- Major deliverables
 - Assumptions
 - Constraints

3.7.7.2. Project Organization:

- Internal structure, including a project organizational diagram
- Roles and responsibilities of each organizational unit
- Key personnel, their qualifications, and their responsibilities
- Organizational boundaries between the project organization and the parent and subcontracted organizations
- Governance structure

3.7.7.3. Project Management Processes:

- Project start-up, including staffing, basis of cost and schedule estimates, and project infrastructure
- Project control, including monitoring, reporting, and change management of Work Packages
- Responsibility assignment matrix (Responsible, Accountable, Consulted, Informed – RACI)
- Issue management, including the identification, reporting, assessment, and logging of project issues
- Communications management including communication strategy
- Communications including the Project's Website, its establishment, maintenance and use, Project Highlight Reports, Project Checkpoint Reviews, and all other communications with the Purchaser
- Risk management, including the Contractor's process for risk identification, assessment, mitigation, monitoring, and reporting
- Security management, including personnel and facility security and system security accreditation
- Purchaser involvement via Formal Reviews, Joint Technical Reviews, Working Group Reviews, (in)formal meetings, reporting, modification and change, implementation, verification, approval, acceptance and access to facilities.

3.7.7.4. Software Project Management

- 3.7.7.4.1. The PMP shall cover software project management aspects including managerial, technical and supporting process plans in accordance with IEEE Std 1058-1998 and ISO/IEC 12207.

3.7.7.5. Hardware Production

- 3.7.7.5.1. The PMP shall cover hardware production aspects including managerial, technical and supporting process plans in accordance with ISO/IEC 15288 and ISO 9001:2008.

3.7.7.6. Quality Management

- 3.7.7.6.1. The PMP shall describe how Contractor will establish and use quality management programme, refer to the Quality Plan described in Subsection 3.13 for the following:
- Quality management, including quality assurance of work processes,

- Internal verification and validation,
 - Joint Technical Reviews, Working Group Reviews, Formal Reviews and audits.
- 3.7.7.6.2. The PMP shall cite any references used in the quality management, such as methodologies, tools or best practice material.
- 3.7.7.6.3. The PMP shall identify the organization and responsibilities of the quality assurance team and its relation to the project team.
- 3.7.7.6.4. If sub-contracted quality resources are used, the PMP shall describe the controls and processes in place for monitoring the sub-Contractor's work against agreed timelines and levels of quality.
- 3.7.8. The approval of the PMP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract. The requirements of the Contract supersede any statement in the PMP in case of any conflict, ambiguity or omission.
- 3.7.9. The PMP shall describe the relationship between the PMP and subordinate plans:
- Quality Plan (QP)
 - Configuration Management Plan (CMP)
 - Risk Management Plan (RMP)
 - System Development Plan (SDP)
 - Test Management Plan (TMP)
 - System Transition Plan (STrP)
 - Integrated Support Plan (ISP)
 - In-Service Support Plan (ISSP)
 - System Maintenance Plan (SMP)
 - Training Plan (TrP)
- 3.7.10. The Contractor shall ensure that the PMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organization and efforts, and maintain a current copy on the Project Website.
- 3.8. Project Product Breakdown Structure**
- 3.8.1. The Contractor shall establish and maintain Project Product Breakdown Structure (PPBS). PBS is a hierarchical list of all the products to be produced during the project where PRINCE2 guidance may be used.
- 3.8.2. The PPBS shall be used to identify the Work Packages in the Project Work Breakdown Structure.
- 3.8.3. PPBS shall include the following to enable product-based planning:
- Breakdown Structure
 - Product Descriptions of the final products,
 - Product Descriptions of each deliverable or sub-product
 - Product Flow Diagram.

- 3.8.4. The PPBS shall describe the hierarchical structure that breaks down a final product into its constituent sub-products.
- 3.8.5. Product Description
 - 3.8.5.1. The PPBS shall describe the products in Product Description to a level of detail to understand what is needed to build the final product and to clarify and identify all necessary work for the creation of the final product.
 - 3.8.5.2. The Product Description shall be sufficient to understand the purpose and function of the product and the level of quality required of the product.
- 3.8.6. The Product Flow Diagram shall show the sequence of delivery of products and identify dependencies between those products, including external products.
- 3.8.7. The Contractor shall not change the PPBS without the approval of the Purchaser.

3.9. Project Work Breakdown Structure

- 3.9.1. The Contractor shall establish and maintain a Project Work Breakdown Structure (PWBS).
- 3.9.2. The PWBS shall define the major Work Packages and the relationship between the Work Packages and the end product.
- 3.9.3. The PWBS shall describe 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.
- 3.9.4. The PWBS shall include a PWBS Dictionary that identifies for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support. In order to perform Earned Value Management, the PWBS shall identify for each work item both the budgeted and actual cost of work.
- 3.9.5. The Contractor shall plan the work contained within the lowest-level PWBS components in the Work Packages.
- 3.9.6. The PWBS shall be used as the primary framework for Contract planning and reporting to the Purchaser.
- 3.9.7. The Contractor shall not change the PWBS or PWBS Dictionary, without the approval of the Purchaser.

3.10. Project Master Schedule

- 3.10.1. The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all Contract events such as Milestones, Checkpoints, Decision Gates and Contract-related Purchaser activities and events (e.g. Purchaser reviews, IV&V tests, provision of specific Purchaser-furnished items). The PMS shall correlate with the PWBS and also be traceable to performance and delivery requirements of this SOW.
- 3.10.2. The PMS shall depict the sequence, duration, and relationship among PWBS, Task Orders, Work Packages and work items, including internal QA events.
- 3.10.3. The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.

- 3.10.4. The PMS shall include the delivery dates for all management products (e.g. project plans, Project Highlight Reports), including at least the initial version and the final one.
- 3.10.5. The PMS shall include activity network, activity Gantt, milestone, and critical path views of the project schedule.
- 3.10.6. The PMS shall be provided in a format fully compatible with the latest commercial version of the MS Project or other Project Management Software as proposed by the Contractor and authorised by the Purchaser. The PMS shall be made available on the Project Website.
- 3.10.7. The initial version of the PMS shall, upon Purchaser Acceptance, be placed under the TRITON Configuration Control System.
 - 3.10.7.1. Thereafter, the Contractor shall maintain the baseline version of the PMS on the Project Website.
 - 3.10.7.2. The Purchaser's TRITON Project Manager, without consulting the other TRITON CCB members, can approve changes to the PMS that do not affect other baseline documents or incur additional costs.

3.11. Work Package Management

- 3.11.1. The Contractor shall prepare draft Work Package Descriptions as requested by the Purchaser.
- 3.11.2. The Contractor shall ensure that all confirmed Work Packages are reflected in the PMP, PWBS and PMS.
- 3.11.3. The Contractor-defined Work Packages shall be at least at the level of the Work Packages provided in Annex B to this SOW.
- 3.11.4. The Contractor-defined Work Packages shall describe schedule, and cost and resources of the work to be done.
- 3.11.5. The Contractor shall provide link between Work Packages, the scope defined in the PPBS and PMS.

3.12. Risk Management

- 3.12.1. The Contractor shall establish a risk management strategy and perform risk management throughout the period of performance of this Contract.
- 3.12.2. The Contractor should use the Risk Management approach as defined in PRINCE2.
- 3.12.3. The Contractor shall identify threats and opportunities, assess them, establish a plan to implement the responses and follow-up actions, and report the risks as part of the project management reports.
- 3.12.4. Risk Management Plan
 - 3.12.4.1. The Contractor shall prepare a Risk Management Plan (RMP) and deliver it together with the PMP.
 - 3.12.4.2. The RMP shall describe how the risk management will be performed.
- 3.12.5. Risk Register

- 3.12.5.1. Risk Register (RReg) is a record of identified risks relating to an initiative, including their status and history (PRINCE2).
- 3.12.5.2. The Contractor shall establish and maintain a Risk Register for the project.
- 3.12.5.3. The Contractor shall identify management, technical, schedule, and cost risks and record them in the Risk Register.
- 3.12.5.4. The Contractor shall rate each risk as “High”, “Medium”, or “Low”, based on its probability of occurrence and its impact on cost, schedule, and quality.
- 3.12.5.5. The Contractor shall identify for each risk the measures being taken to mitigate any risk rated as High on any factor and make an assessment of the risk rate in case of implementation of the mitigation measures.
- 3.12.5.6. The Contractor shall provide the initial baseline version of the Risk Register at the PMR and maintain it throughout the period of the Contract.
- 3.12.5.7. The Contractor shall make the Risk Register available on the Project Website.
- 3.12.6. Issue Register
 - 3.12.6.1. Issue Register (IReg) is a register used to capture and maintain information on all of the issues that are being managed formally (PRINCE2).
 - 3.12.6.2. The Contractor shall establish and maintain an Issue Register for the project.
 - 3.12.6.3. The Contractor shall capture and manage all issues raised during reviews in the project Issue Register.
 - 3.12.6.4. The Contractor shall make the Issue Register available on the Project Website.
- 3.12.7. Assessment
 - 3.12.7.1. The Contractor shall include in the Project Highlight Report a chart that lists all active risks rated High on any factor and note any significant forecasted changes in these risks.
 - 3.12.7.2. The Contractor shall update and brief the Risk Register and update the Issue Register at all Project Checkpoint Reviews and Formal Reviews.

3.13. Quality Management

- 3.13.1. General
 - 3.13.1.1. The Contractor shall establish, execute, and maintain a Quality Management System throughout the Contract lifetime.
 - 3.13.1.2. The Quality Management System shall be based on AQAP-2110 and AQAP-2310 which incorporates by reference ISO 9001:2008, and on AQAP-160.
 - 3.13.1.3. The Quality Management System shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, testing, configuration management, and support of all deliverables.
 - 3.13.1.4. The Contractor shall establish, document, implement, assess and improve an effective and economical system in accordance with this document, which includes the requirements of ISO 9001:2008 as necessary to satisfy the contract requirements.
- 3.13.2. Quality Plan

- 3.13.2.1. The Contractor shall describe the Quality Management System in a Quality Plan (QP) and deliver it together with the PMP.
- 3.13.2.2. The QP shall cover quality planning, quality control, quality assurance and quality improvement issues and refer to other management plans.
- 3.13.2.3. The QP shall be prepared in accordance with AQAP-2110 as detailed in AQAP-2009, Annex C, and Subsection 5.4. The QP shall include at least the following:
- Organizational structure including the assignment of responsibilities and authorities and the organizational units of the Contractor and sub-contractors.
 - The specific operational functions of the Contractor's Quality Manual.
 - The application of contract related procedures, processes and instructions for activities.
 - Introduction and qualification of new methods, processes and procedures for the life cycle processes.
 - Analysis, evaluation and correction of problems/non-conformities.
 - Fulfilment of specific requirements (e.g. reliability/maintainability/interoperability/serviceability/safety etc.)
 - Preparation of inspection and test specifications for acceptance tests and for their approval as necessary.
 - The design, implementation and verification programme for the complete product including theoretical/analytical demonstration, formal reviews, functional and acceptance tests.
 - Methods for notification and submittal of documents required by the contract to the Purchaser.
- 3.13.2.4. The QP shall also incorporate the following:
- Deliverable Quality Plan (DQP) in accordance with AQAP-2105, further details in AQAP-2009, Annex D, Section 3.
 - Software Project Quality Plan (SPQP) in accordance with AQAP-2210, further details in AQAP-2009, Annex E, Part 2.
- 3.13.3. Quality Management Process
- 3.13.3.1. The Contractor shall conduct the activities for system level quality management as defined in AQAP-2210 and ISO/IEC 15288 Quality Management Process (Paragraph 6.2.5).
- 3.13.3.2. The Contractor shall conduct the activities for software quality as defined in AQAP-2210 and ISO/IEC 12207, Quality Management Process (Paragraph 6.2.5).
- 3.13.3.3. The Contractor shall conduct the activities for hardware quality as defined in AQAP-2120 and ISO 9001:2008.
- 3.13.4. Purchaser Quality Assurance Process
- 3.13.4.1. The Government Quality Assurance (GQA) multilateral agreement, existing between NATO countries and NATO organizations, is laid down in STANAG 4107.

- 3.13.4.2. The Contractor shall recognise and accept the application of STANAG 4107 for this Contract and sub-contracts thereof.
- 3.13.4.3. The Contractor shall comply with the requirements of STANAG 4107. In addition, the Contractor shall use AQAP-2070 as guidance to the delegation of GQA.
- 3.13.4.4. The Contractor shall provide all necessary assistance to the Purchaser QA Representative (QAR), or his delegated National Quality Assurance Representative (NQAR), if and when Quality Assurance (QA) activities are delegated in accordance with STANAG 4107 in the Contractor's and Sub-Contractors' facilities.
- 3.13.5. Quality Register
 - 3.13.5.1. Quality Register (QReg) is a register containing summary details of all planned and completed quality activities. The Quality Register is used by the Project Managers and Project Assurance of both Contractor and Purchaser as part of the reviewing progress (PRINCE2).
 - 3.13.5.2. The Contractor shall establish and maintain a project Quality Register which lists all planned and performed quality checks on Contractor deliverables.
 - 3.13.5.3. The Contractor shall make the Quality Register available on the Project Website.

3.14. Communication Management

- 3.14.1. Communication Management Strategy
 - 3.14.1.1. A Communication Management Strategy (CMS) contains a description of the means and frequency of communication to parties both internal and external to the project. It facilitates engagement with stakeholders through the establishment of a controlled and bi-directional flow of information (PRINCE2).
 - 3.14.1.2. The Contractor shall prepare a CMS.
- 3.14.2. Electronic Media
 - 3.14.2.1. Non-repudiation of any electronic information exchange will be provided by The Purchaser's Electronic Mail System.
 - 3.14.2.2. The Contractor's all official deliveries will be accepted by the Purchaser's Contracting Officer. The acceptance will be made by e-mail.
 - 3.14.2.3. Electronically scanned copies of signed documents can be exchanged via e-mail where applicable.
- 3.14.3. Information Sharing
 - 3.14.3.1. All e-mails or any other communication mechanism shall be limited with "need-to-know" principle. "Reply all" function should be refrained.
 - 3.14.3.2. Level of recipients' positions and relevance of information shall be considered for each e-mail.
 - 3.14.3.3. Only professional e-mail addresses shall be used for official communication.
 - 3.14.3.4. Official English language shall be used in all e-mails.
- 3.14.4. Postal Services

3.14.4.1. Information exchange through postal services can be used when necessary.

3.14.5. Delivery

3.14.5.1. All hard copies shall be delivered to the Purchaser by either postal services or by a representative of the Contractor.

3.14.5.2. Receipts will be signed by the Purchaser's representative.

3.15. Meetings

3.15.1. General

3.15.1.1. Unless otherwise specified, at least one week before all meetings required under this Contract, the Contractor shall send an invitation, including the following:

- Purpose
- Agenda
- List of participants
- Date, time, place, duration

3.15.1.2. The Contractor shall record meeting minutes and post them on the Project Website within three (3) working days after the meeting.

3.15.1.3. The meeting minutes shall include:

- Date, time and location of the event
- List of participants
- Meeting Agenda
- Input documents
- Discussion
- Comments raised
- Decisions taken
- Action Items
- Attachments

3.15.1.4. The minutes shall not be used as a mechanism to change the terms, conditions or specifications of the Contract, nor as a vehicle to alter the design or configuration of equipment or systems. Such changes shall only be made by agreement, amendment or by authorised mechanisms as set forth in the Contract.

3.15.2. Project Kick-Off Meeting

3.15.2.1. The Contractor's Project Manager or designated representative shall participate in the Project Kick-off Meeting with the Purchaser's Project Manager and members of the TRITON Integrated Project Management Team (IPMT).

3.15.2.2. The Project Kick-off Meeting will be held at the Purchaser's facility within two (2) weeks after the Effective Date of Contract (EDC).

3.15.2.3. Contractor's attendance in person is necessary.

3.15.2.4. The Contractor shall be at least prepared to present a draft Project Management Plan and review the organization of the Project Website.

- 3.15.2.5. The Contractor shall prepare and submit a Project Kick-off Meeting Report within three (3) business days after the meeting.
- 3.15.3. Integrated Project Management Team/Configuration Control Board Meetings
- 3.15.3.1. The Contractor's Project Manager or designated representative shall participate in TRITON IPMT and CCB meetings as requested by the Purchaser's TRITON Project Manager. These meetings will be held at the Purchaser's location, the NCI Agency The Hague.
- 3.15.3.2. For each CCB meeting the Contractor shall provide the status of all active Change Requests.
- 3.15.3.3. The Purchaser may combine a CCB meeting with an IPMT meeting. Such a meeting will be counted as one item.
- 3.15.3.4. Attendance in person is preferred but via video or telephone conferences may be accepted by the Purchaser if meeting agendas are too short to justify travel.
- 3.15.4. Working Group Meetings
- 3.15.4.1. In support of incremental development, the Contractor shall establish task-oriented Working Groups with NATO Subject Matter Experts (SMEs).
- 3.15.4.2. The Contractor shall organise Working Group meetings to conduct reviews with NATO SMEs as specified in Subsection 4.4.
- 3.15.4.3. The technical reviews supporting Working Groups shall be carried out in the formula of the Joint Technical Reviews and Working Group Reviews.
- 3.15.5. Additional Meetings
- 3.15.5.1. The Contractor shall identify to the Purchaser's Project Manager any other meetings with NATO personnel required to support this Contract.
- 3.15.5.2. Upon approval by the Purchaser's Project Manager, the Contractor shall schedule and conduct such meetings, which shall be mentioned in that month's Project Highlight Report.

3.16. Reviews

- 3.16.1. Entry and Exit Criteria
- 3.16.1.1. In general, "Entry and Exit Criteria" support the decision management process prior to and after an identified formal event. They can be used as check lists to decide whether or not to continue with the event or postpone it until the necessary prerequisites are met. They can also be used control the transition from one phase to the next.
- 3.16.1.2. The Contractor shall define the Entry and Exit Criteria in the related plan of the event and state the satisfactory start and finish points for each formal event.
- 3.16.1.3. The Purchaser will have right to redefine the Entry Criteria until two (2) weeks prior to the event.
- 3.16.1.4. Entry Criteria
- 3.16.1.4.1. Entry Criteria includes affirmative statements regarding the following:
- Status of previous phase

- Status of documents to be used
 - Availability of resources to execute the work.
- 3.16.1.4.2. All items of the defined Entry Criteria shall be checked. The event will start only if the Purchaser agrees the status of the Entry Criteria.
- 3.16.1.5. Exit Criteria
- 3.16.1.5.1. Exit Criteria may have two types: “Success Criteria” and “Fail Criteria”.
- 3.16.1.5.2. Success Criteria includes affirmative statements regarding the status of the event after the assessment and the required outputs.
- 3.16.1.5.3. Success Criteria will be used to identify the condition of any formal event such as Formal Reviews (e.g. SRR, PDR, CDR, TRR, OTRR). The result of the assessment shall be one of the following:
- Passed: All items of the defined Success Criteria are satisfied.
 - Conditionally Passed: One or more of the criteria are not fully met. They are identified, recorded and included in the resolution plan.
 - Failed: The status is not acceptable for the Purchaser. The event and the assessment have to be repeated according to a revised plan.
- 3.16.1.5.4. Fail Criteria includes affirmative statements regarding the definitions of unacceptable status.
- 3.16.1.5.5. Fail Criteria will be used to identify an explicit fail condition for formal events requiring a decision which cannot be recovered (i.e. Decision Gates). If one or more items of the Fail Criteria are satisfied, then the Purchaser will declare the event as “Failed”. This event cannot be repeated. Contractual leverages shall apply.
- 3.16.1.5.6. All items of the defined Success of Fail Criteria shall be checked. The status of the criteria will be determined by the Purchaser.
- 3.16.2. Project Management Review
- 3.16.2.1. The Contractor shall execute the Project Management Review (PMR) with the purpose of approving the scope and the plan for the Contractor activities provided within this Contract.
- 3.16.2.1.1. The PMR meeting shall be hosted by the Contractor.
- 3.16.2.1.2. The PMR meeting shall be within thirty (30) days after the Effective Date of Contract (EDC).
- 3.16.2.1.3. The Contractor shall provide the documents given in Table 3-2 for the PMR.

Table 3-2 –Documents for PMR

Serial	Requirement
1	Project Management Plan (PMP)
2	Project Product Breakdown Structure (PPBS)
3	Project Work Breakdown Structure (PWBS)
4	Project Master Schedule (PMS)
5	Work Package Management
6	Configuration Management Plan (CMP)

7	Quality Plan (QP)
8	Risk Management Plan (RMP)
9	Risk Register
10	Issue Register
11	Quality Register
12	Lessons Log
13	Project Website and Collaborative Working Environment
14	System Development Plan (SDP)
15	Requirements Implementation Schedule (RIS) (Annex to SDP)
16	Usability Engineering Plan (draft) (Annex to SDP)
17	Security Accreditation Plan (draft) (Annex to SDP)
18	Integrated Support Plan (ISP)

3.16.2.2. The Contractor shall prepare PMR Report and submit it to the Purchaser within three (3) working days after the PMR.

3.16.3. Project Checkpoint Reviews

3.16.3.1. The Contractor shall conduct Project Checkpoint Reviews (PCR) at least once a month throughout the Contract period of performance. By default, the PCRs shall take place in the week after the delivery of the PHR. However, the date and time of PCRs may vary and, where possible, be scheduled with other project meetings.

3.16.3.2. The Contractor shall identify and discuss problems with the Purchaser's TRITON Project Manager promptly, however, and not delay this until the next PCR.

3.16.3.3. The PCR shall be conducted in one of the Purchaser's sites or the Contractor's site and the location shall be subject to the Purchaser's Project Manager's approval. By default, the NCI Agency The Hague shall be considered as the location to conduct PCR. However; the location of PCRs may vary and, where possible, be scheduled with other project meetings.

3.16.3.4. Attendance in person is preferred but video or telephone conferences may be accepted by the Purchaser if meeting agendas are too short to justify travel.

3.16.3.5. The Contractor shall organize the first PCR no later than thirty (30) days after the EDC. The first PCR may be combined with PMR.

3.16.3.6. The Contractor shall prepare PCR Report (PCR-R) and submit it to the Purchaser within three (3) days after the PCR.

3.16.4. Formal Reviews

3.16.4.1. The Contractor shall plan and conduct the Formal Reviews (in the form of meeting) with the Purchaser. The initial list of Formal Reviews is given in Table 3-3.

Table 3-3 – Formal Reviews