

NCIA/ACQ/2015/1566
10 DECEMBER 2015

To : See Distribution List

Subject : **INVITATION FOR BID NO. IFB-CO-13500-NRF, AMENDMENT NO. 1**
PROVIDE ECM SYSTEMS AGAINST RCIEDs – PHASE 1 - FOR
THE NATO RESPONSE FORCE

Reference(s) : **A. AC/4-D/2261(1996 Edition)**
B. NCI AGENCY IFB-CO-13500-NRF issued 24 AUGUST 2015

To All Nominated Prospective Bidders:

1. The purpose of this Amendment 1 is to:

- a) Revise the IFB Bid Closing Date,
- b) Publish IFB Bidder Questions and NCI Agency Answers, and,
- c) Issue revised IFB documents (Book I + Book II, SSS, Contract Special Provisions and SOW).

2. In accordance with an official request for extension of the time limit for submission of bids in accordance with the Procedures for International Competitive Bidding AC/4-D/2261 (1996 Edition), paragraph 10 (b), sub-paragraphs (i), (ii) and (iii), the Book I, Part I, Bidding Instructions, Section 2, General Bidding Information, Para 2.3.1, is hereby revised as follows:

FROM:

"All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 before 12:00 hours (Brussels Time) on 27 NOVEMBER 2015 at which time and date bidding shall be closed.

TO:

*"All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 before 12:00 hours (Brussels Time) on **26 FEBRUARY 2016** at which time and date bidding shall be closed.*

3. Final NCI Agency answers to all Bidder questions received before the established deadline are hereby published with this IFB Amendment 1 as Attachment 1.
4. Some answers to Bidder questions have necessitated changes to the IFB bidding documents. Revised bidding documents as indicated in Para 1 above are attached to this IFB Amendment 1 as Attachment 2 and replace the original versions in their entirety. Potential Bidders are strongly advised to carefully review these revised bidding documents. Document changes are marked in yellow with double underlining.
5. With the exception of the revisions mentioned above, all other IFB documents remain unchanged from their original version as issued on 24 August 2015.
6. Prospective Bidders are advised that the NATO 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.
7. Any correspondence regarding this IFB should be directed via email to: Peter.Kowalski@ncia.nato.int.

FOR THE GENERAL MANAGER:

[Original Signed By]

L.T. Herway
Chief of Contracts

Attachments: IFB Amendment 1

- 1. IFB Bidder Questions and Answers at AMD 1
- 2. Revised Bidding Documents:
 - a) IFB Book I – Bidding Instructions
 - b) IFB Book II, SSS, Contract Special Provisions and SOW

Distribution List For

AMENDMENT 1 TO IFB-CO-13500-NRF

NOMINATED BIDDERS 1

NATO Delegations (Attn: Infrastructure Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
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Hungary	1
Italy	1
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Norway	1
Poland	1
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AS - JISR SL - PM	1
AS - JISR SL - Technical Lead	1
ILS – Mr. Spijkerman	1
NLO - Mr Ulsh	1
Legal Office	1
Registry	1

Index No.	IFB Source Document	IFB Paragraph Reference	Bidder's Question	Purchaser's Answer	Required Actions/ Amendments to SOW/ IFB Package	Released @ AMD #
CR#1	N/A	N/A	Is there a minimum number of compliant bids required to proceed with IFB?	The Bid Evaluation and Source Selection process will be carried out in agreement with the processes and procedures as explained in the IFB Book I.	N/A	AMD 1
CR#2	NCIA/ACQ/15/0881	N/A	The initial letter provided a budgetary estimate. Can the Contracting Office confirm which CLINs in Annex B are captured by this budget?	The Reference letter given is not part of the IFB document. Bidders shall bid only the basis of the IFB document as released and officially amended.	N/A	AMD 1
CR#3	Book I - Bidding Instructions	4.4.3.2.2.2.2; 4.4.3.2.2.2.3	Our customer's confidentiality requirements preclude detailing users. Are redacted POs or request to the NATO country representatives to contact NCI sufficient for this requirement?	Bidder's will need to provide sufficient information and documentation to demonstrate to the Purchaser's satisfaction that the IFB requirement has been met.	N/A	AMD 1
CR#4	Book I - Annex B	Section 1/6	Section 1 states "3 x vehicle, 3x static, 3x vehicle Integration", whereas Section 6 states "2x vehicle, 1 x static and 2 vehicle integration"; however, Part IV Annex A 1.1.1 states "3 vehicle and 3 static"; please clarify the exact quantities for vehicle, static and vehicle integration? Please confirm that stationary ECM is the same as static ECM?	Note the title of Section 6 in Book I Annex B. Section 1 covers the scope of the contract whereas Section 6 covers contract options. See paragraph 1.4.1 in BOOK II – PART IV for the exact quantity of vehicles and vehicle integration. Yes, stationary ECM is the same as static ECM.	Book I Annex B and para. 1.1.1.b Book II - Part IV Annex A	AMD 1
CR#5	Book I - Annex B	8	Is section 8 in error? If not, please clarify as there is no reference to luggage screening elsewhere in the IFB?	Section 8 has been updated in AMD 1 to remove editorial errors.	Book I Annex B	AMD 1
CR#6	Book II - Part II	7.1	Book II - Part II, Clause 7.10 and Book II - Part III, Clause 25.7 specify dissimilar payment terms; please clarify which payment term applies?	See BOOK II – PART II CONTRACT SPECIAL PROVISIONS, Clause 7.10.	N/A	AMD 1
CR#7	Book II - Part II	8.3	Will liquidated damages not be charged if the Contractor's performance was delayed due to Purchaser delay(s) of any nature?	See Book II, Part II, Contract Special Provisions, Para 8.3.	N/A	AMD 1
CR#8	Book II - Part II	10.2.1	How will awareness be promulgated in regards to the necessity for third parties to protect the Contractor's confidential information?	We foresee no scenario where any Third Party would receive Contractor Background IPR. The system will be used solely by NATO, NATO forces and NATO nations.	N/A	AMD 1
CR#9	Book II - Part II	10.4.1	If the Contractor is unable to secure a Third Party non-restricted license, will this constitute a material breach?	Yes, because it would restrict use of the system by NATO as intended and detailed in the IFB. The Contractor should ensure that the system can be used by NATO, NATO forces, and NATO nations without restrictions for security operations worldwide.	N/A	AMD 1
CR#10	Book II - Part II	12	What type of documentation will accompany the delivery of Purchaser Furnished Equipment (PFE) to the Contractor (i.e. loan agreement)?	The Contractor will be provided with any documentation set that is delivered by the Personnel Vehicle Rough Terrain (PVRT) Purchaser Furnished Equipment (PFE) Original equipment manufacturer (OEM). It is not the intention of the Purchaser to execute any other agreements in relation to the PFE.	N/A	AMD 1
CR#11	Book II - Part II	13	Does Book II - Part II, Clause 13 apply?	Yes.	N/A	AMD 1
CR#12	Book II - Part IV	9.1.1.C	Can a format be provided or will the Contractor's format suffice?	Contractor's format will suffice if all required information is provided.	N/A	AMD 1
CR#13	Book II - Part IV, Annex A - SRS	N/A	Does non-compliance to any part cause ineligibility (i.e. will the Contracting Office consider non fully compliant bids)?	The Bid Evaluation and Source Selection process will be carried out in agreement with the processes and procedures as explained in the IFB Book I.	N/A	AMD 1
CR#14	Book II - Part IV, Annex A - SRS	1.2.1	Will "exceeding the weight by 20% to ensure inclusion of the transport packaging" be deemed acceptable?	No. The requirement is specified to include transport packaging.	N/A	AMD 1
CR#15	Book II - Part IV, Annex A - SRS	1.10.2	Does this requirement imply VSWR measurement? Are any other measurements required?	The Bidder is responsible for the design of the system. The requirement includes the antenna system as one of the components to be diagnosed by the diagnostics capability (item d). Normally VSWR is one of the key parameters in antenna diagnostics. Other measurements shall be performed by the diagnostics tool in order to ensure correct diagnosis of the set of system components listed in paragraph 1.10.2 (BOOK II – PART IV – Annex A).	N/A	AMD 1
CR#16	Book II - Part IV, Annex A - SRS	1.11.2	VSWR below 3.0:1 at low frequencies (in particular below 100MHz) will be dependent on the ground plane of the vehicle. It is unlikely that a suitable ground plane will be presented by the vehicle to assure that the desired VSWR is met. Can this requirement be modified to only apply to frequencies above 200MHz?	No, the requirement cannot be modified to apply only to frequencies above 200MHz. A 1% dB feed loss, 6dB return loss, and 65% radiation efficiency already means under 35% percent of generated power is actually radiated. The VSWR has been changed to 3.5:1 over the entire band.	Para. 1.11.2, Book II - Part IV Annex A	AMD 1
CR#17	Book II - Part IV, Annex A - SRS	1.11.4	Does this requirement apply to the sectorized antennas in requirement 1.11.8?	Requirement 1.11.4 states "vehicle antenna". Requirement 1.11.8 relates to the static ECM antennas.	N/A	AMD 1
CR#18	Book II - Part IV, Annex A - SRS	1.11.6	Please define "low-profile" and "robust", since a low-profile antenna may not be compliant to requirement 1.11.2 and 1.11.3?	For the purpose of this project a low-profile antenna shall not extend more than 1m above the vehicle roof (including the mounting). Robust means that in everyday use (in a deployed operational scenario) it will not fall down or break. See paragraph 1.3.8, 1.3.9 and 1.11.7 for additional details.	Para. 1.11.6, Book II - Part IV Annex A	AMD 1
CR#19	Book II - Part IV, Annex A - SRS	1.11.7	Does drilling holes for RF connector bulkheads violate the manufacturer's warranty?	See paragraph 2.2.8 in BOOK II – PART IV – Annex A, and Reference PVRT SOW in BOOK II – PART IV. The warranty conditions of the PFE vehicle are unknown at this time. The vehicles will have a dedicated 'Inside/Outside' connection box integrated in the armour that would be outfitted with a dismountable plate where bulkhead RF connectors (and other types if necessary) can be fitted during ECM integration.	N/A	AMD 1
CR#20	Book II - Part IV, Annex A - SRS	1.11.8	Does this requirement apply to the entire operating frequency range of 20-2500MHz, or is sectorization of antennas above 500MHz acceptable?	The requirement applies to the entire operating frequency range of 20-2500 MHz. This is necessary to enhance performance and minimize harmful interference.	N/A	AMD 1
CR#21	Book II - Part IV, Annex A - SRS	1.11.8	What is the tolerance of variation in azimuth pattern over frequency for a given channel?	Tolerances have been added to minimum requirements specified in the SRS. The goal of the requirement is to focus the RF power on the coverage area. The Bidder shall account for antenna pattern variations over frequency and shall ensure that at each frequency the requirements are satisfied.	Para. 1.11.8, Book II - Part IV Annex A	AMD 1
CR#22	Book II - Part IV, Annex A - SRS	1.11.8	Does requirement 1.11.2 and 1.11.3 apply to sectorized antennas?	Yes, it applies also to sectorized antennas.	N/A	AMD 1
CR#23	Book II - Part IV, Annex A - SRS	1.11.8	Does requirement 1.11.4 apply to sectorized antennas?	See answer given at CR#17.	N/A	AMD 1
CR#24	Book II - Part IV, Annex A - SRS	1.13.7	As written the clause implies full and unabated provision of the software to NATO. Can this be limited to case by case basis only to the NATO entities directly using the ECM pertaining to this ITB and be limited to the duration of the NATO mission?	Use of existing software for the convoy planning tool (Background IPR) would be covered by Special Provision Article 10, thereby allowing use by NATO, NATO Forces, and NATO Nations. Use of developmental software would be Foreground IPR and fully owned by NATO.	N/A	AMD 1
CR#25	Book II - Part IV, Annex A - SRS	1.14.4	Please define "removed"? Is there a standard to which the removal must adhere?	There is no specific definition for "removed", however, guidelines in AEDP-03 Ed C shall be followed.	N/A	AMD 1

CR#26	Book II - Part IV, Annex A - SRS	1.14.4	If the data is suitably encrypted, can the encryption key solely be erased without removing the cipher text?	The reset function shall follow the media sanitization guidelines in AEDP-03 applicable for the appropriate security classification level. Permanent erasure of all classified data is required (including cipher text).	N/A	AMD 1
CR#27	Book II - Part IV, Annex A - SRS	1.14.6	Please clarify the requirements imparted on the software; what constitutes "accredited"?	See chapter 4 in Book II - Part IV and reference SDIP-29.	N/A	AMD 1
CR#28	Book II - Part IV, Annex A - SRS	1.14.7	Please clarify the requirements imparted on the software; what constitutes "accredited"?	See chapter 4 in Book II - Part IV and reference SDIP-29.	N/A	AMD 1
CR#29	Book II - Part IV, Annex A - SRS	1.14.8	Can the Contracting Office provide SDIP 29 or alternatively the pertinent key details to facilitate further review?	Provided at AMD 1	Provided at AMD1 on CD	AMD 1
CR#30	Book II - Part IV, Annex A - SRS	1.15.4	To ensure a suitable alternator can be sourced, can the make and model of PFE vehicle be given?	The procurement of PFE vehicle is been conducted in parallel with the execution of this project. It is anticipated that the make and model of the PFE vehicle will be: Renault SHERPA LIGHT SCOUT PVRT (RTD), however Bidders are advised that this could be subject to change and should construct their offers accordingly.	N/A	AMD 1
CR#31	Book II - Part IV, Annex A - SRS	2.1.1 & 2.1.2	Can the Contracting Office provide POC of vehicle OEM and/or detail the modifications made to vehicle to accommodate ECM?	POC information is not available at this moment. See answer given at CR#19 and CR#30.	N/A	AMD 1
CR#32	Book II - Part IV, Annex A - SRS	2.1.3	Given export controls, will the Purchaser accept return of equipped PVRTs less the actual ECM unit (i.e. "fitted for" with system commissioning conducted at SOC post-return of vehicles)?	Your export license would need to cover potential return of the equipment to depot. The Purchaser cannot accept limitations on the Purchaser's intended use of the system as foreseen in the IFB due to export control issues - the system must be immediately deployable, and re-deployable, anywhere without restrictions based on export control permissions.	N/A	AMD 1
CR#33	Book II - Part IV, Annex A - SRS	2.1.5	Is there a possibility to conduct integration at SOC rather than offsite at a Contractor facility?	It is possible for the Contractor to perform integration work at SOC premises, but the Contractor shall be self-sufficient on all integration aspects and do no require specific infrastructure or support from SOC personnel.	N/A	AMD 1
CR#34	Book II - Part IV, Annex A - SRS	2.5.2	Please confirm if STANAG 4756 is the same as STANREC 4756? Can the Contracting Office provide a copy of this as it is proving very difficult to obtain a copy through official channels.	Yes, STANAG 4756 is the same as STANREC 4756. Will be provided with AMD 1 on CD ROM.	Para. 2.5.2, Book II - Part IV Annex A CD ROM	AMD 1
CR#35	Book II - Part III	2.16	Is the definition "Design Defect" intended to apply to Work furnished by the Contractor that does not comply with the requirements of the Contract?	This definition is applicable wherever this term is used in the contract and during its implementation.	N/A	AMD 1
CR#36	Book II - Part III	2.21	Is the definition "Manufacturing Defect" intended to apply to Work furnished by the Contractor that does not comply with the requirements of the Contract?	This definition is applicable wherever this term is used in the contract and during its implementation.	N/A	AMD 1
CR#37	Book II - Part III	3.2	Does the last sentence in this clause apply to constructive changes initiated by the Purchaser?	This would be covered under Clause 16. Only instructions given by the Purchaser Contracting Authority could constitute ground for triggering the Changes Clause.	N/A	AMD 1
CR#38	Book II - Part III	6.1	Is this clause intended to be read as "applicable" licenses for the performance of the Work under the Contract?	Yes.	N/A	AMD 1
CR#39	Book II - Part III	8.6	If the total contract price decreases, will the percentage of the performance guarantee be adjusted downward?	No, the percentage stays the same.	N/A	AMD 1
CR#40	Book II - Part III	18.3	What criteria will be used for determining "complete documentary evidence"?	Sufficient and reasonable information allowing the Purchaser to understand the basis and extent/scope of the Claim and satisfying the contract requirements for cost and pricing data and audit.	N/A	AMD 1
CR#41	Book II - Part III	18.4	What level of detail of cost is required?	See Article 19, General Provisions and Clause 6, Special Provisions.	N/A	AMD 1
CR#42	Book II - Part III	18.6	Is Clause 41 available in the event disagreement arises on whether the evidence requirement has been met?	Yes.	N/A	AMD 1
CR#43	Book II - Part III	19.1	What type of substantiation is referred to in this clause?	Reasonable information depending on the facts and circumstances.	N/A	AMD 1
CR#44	Book II - Part III	20	If the Contractor is precluded from shipping "DDP", will an alternate shipping term be considered?	It may be considered by the Purchaser, but note that the contract will be awarded on a purely firm-fixed price basis.	N/A	AMD 1
CR#45	Book II - Part III	21.6	Please clarify "timely accept"?	Reasonable time in the Purchaser's estimation depending on the facts and circumstances.	N/A	AMD 1
CR#46	Book II - Part III	21.7	Please clarify "undue wear and tear"?	Unreasonable wear and tear in the Purchaser's estimation depending on the facts and circumstances.	N/A	AMD 1
CR#47	Book II - Part III	21.14	Clause 21.6 and 21.14 are similar, please clarify?	They are not contradictory.	N/A	AMD 1
CR#48	Book II - Part III	27.3	Please confirm if "acceptance" means "Final Systems Acceptance", as referred to in Book II - Part II, Clause 22.1.1?	See General Provisions clause 27.1.1.	N/A	AMD 1
CR#49	Book II - Part III	27.8	Where a report contains a "no-fault found" determination, please clarify the Contractor's obligations?	The parties would work together in good faith to find a solution - or otherwise put forward a Claim.	N/A	AMD 1
CR#50	Book II - Part III	36.1	Please clarify "within a reasonable time"?	Reasonable time in the Purchaser's estimation depending on the facts and circumstances.	N/A	AMD 1
CR#51	Book II - Part III	39.3.3	Please clarify "period of forbearance"; what is the cure period?	Reasonable time in the Purchaser's estimation depending on the facts and circumstances.	N/A	AMD 1
CR#52	BK_II_SOW_FINAL	BK_II_SOW_FINAL para 1.1.2	1.1.2 The ECM systems will support the NRF deployable Headquarters (HQs) through a vehicle component (ECM installed on vehicle provided through project Serial 5HQ27203) CR: Is there any information available on the type of vehicle?	See answer to CR#30.	N/A	AMD 1
CR#53	BK_II_SOW_FINAL and BK I Annex B Bidding Sheets FINAL	BK_II_SOW_FINAL para 1.4.1.	1.4.1 The Contractor shall design, develop, produce and deliver three (3) Vehicular ECM Systems, prepare five (5) Purchaser Furnished vehicles for integration of ECM systems and integrate the Vehicular ECM systems onto three of the vehicles. CR: We do not find a corresponding CLIN for this SOW item "prepare five (5) Purchaser Furnished vehicles" which appears separate from the next item "integrate the Vehicular ECM systems onto three of the vehicles". Please clarify and amend bidding sheet if needed	Bidding sheet have been updated.	Book I Annex B	AMD 1
CR#54	BK I Annex B Bidding Sheets FINAL	NCIA supplied Excel file	There is a read error when opening the Excel files for bidding sheets, see log file data next column. Is this caused by the hyperlinks to data on the NCIA server which do not work on bidders IT environment or what is the cause? Can NCIA re-send without such embedded links?	We were unable to reproduce the error. If the error persist with documents in AMD 1 please contact us directly.	N/A	AMD 1
CR#55	BK I Annex B Bidding Sheets FINAL	BK I Annex B Bidding Sheets - CLIN 8	Different Trainings for "Vehicle Screening System " and " Personnel and Luggage Screening System" are requested in CLIN 8. CR: We do not find a corresponding part in the SOW or SRS for a description of these items. Please clarify and amend bidding sheet or SOW/SRS if needed.	Bidding sheet have been updated.	Book I Annex B	AMD 1
CR#56	Bidding Instructions	Annex A-1	Do we have to provide a copy of the company registration?	No.	N/A	AMD 1

CR#57	Bidding Instructions	Annex A-8	What is the main country of destination of the ECM systems?	The ECM system will be stored at SOC, in Italy. The Contractor should ensure that the system can be used by NATO, NATO forces, and NATO nations without restrictions for security operations worldwide.	N/A	AMD 1
CR#58	Bidding Instructions	Annex A-8	What is the data referred to in the mention "indicate location of data" ?	"Location" refers to the section of the Bidder's Proposal where (if applicable) additional documentation or explanations are located addressing necessary permissions.	N/A	AMD 1
CR#59	Bidding Instructions	Annex A-8	Is it mandatory to provide "Examples of the terms and conditions of these agreements" ?	Either examples, or the form number for commonly known export control documents (e.g. DSP-83, BIS-711, EUU Form, etc.) may be considered compliant.	N/A	AMD 1
CR#60	Bidding Instructions	Annex A-12	What should be included in the description of Background IPR ?	A concise listing that describes the nature of the Background IPR. Detailed and lengthy descriptions are not necessary.	N/A	AMD 1
CR#61	Bidding Instructions	para 3.6	Shall the PIP include, at this stage, all the sections of the SOW (sections 3 to 10) as defined in the para 2.3.5?	Yes	N/A	AMD 1
CR#62	Bidding Instructions	Section II	Could you precise the exact reference of the vehicles which have to be fitted (brand, model) ?	See answer to CR#30.	N/A	AMD 1
CR#63	Bidding Instructions	Bidding sheets Schedule of Supplies and Services	The additional ECM systems against RCIED have to be provided (EDC+40weeks) before the evaluated ECM systems (EDC+41weeks). Could you confirm?	SSS updated at AMD 1.	Book I Annex B, Book II SSS.	AMD 1
CR#64	Bidding Instructions	Bidding sheets Schedule of Supplies and Services	What do you mean by "Exercise"? For example, 9. Option (non-evaluated) - vehicle integration : the required completion date is "Exercise"+36 weeks.	SSS updated at AMD 1.	Book I Annex B, Book II SSS.	AMD 1
CR#65	Statement of Work	Annex B	In which country/city will the meetings (other than the kick-off meeting) and the other physical activities (training...) be held?	In Europe. The exact location will be agreed with NATO users during project implementation. Some of the potential locations are The Hague, in The Netherlands, Brussels, Mons in Belgium, Luxembourg, and Taranto, Italy.	N/A	AMD 1
CR#66	Statement of Work	1.4 Overall Requirements Annex A	Could you precise the exact number of vehicle kits we have to deliver? Nota: 5 in the para 1.4 vs 3 in the Annex A or table prices	See paragraph 1.4.1 in BOOK II – PART IV for the exact quantity of vehicles and vehicle integration. Bidding Sheets document has been updated at AMD 1 to ensure consistency.	Book I Annex B, Book II SSS.	AMD 1
CR#67	Statement of Work	Annex A §1.3.2 and § 2.4.1	There are two different requirements in §1.3.2 and § 2.4.1 regarding ECM system's temperature and humidity. Could you precise which requirement the ECM system should be compliant with?	Annex A has been updated at AMD 1 to improve clarity.	Para. 2.4.1 to 2.4.3, Book II - Part IV Annex A	AMD 1
CR#68	Statement of Work	Annex A § 1.6.1	Does the requirement § 1.6.1 mean the contractor should provide full-fledged lightning rod system for each mast delivered with the static system?	The Contractor shall be responsible for the design of the system. Lightning protection must be provided. A lightning strike shall not cause safety issues or damage to the ECM electronic equipment.	Para. 1.6.1, Book II - Part IV Annex A	AMD 1
CR#69	Statement of Work	Annex A§1.7.1	Shall the contractor provide equipment jamming frequency bands from 20 MHz to 2.5 GHz (desirably 6 GHz) continuously or is it possible to provide ECM system jamming all threats described in Appendix A – Common RCIED threats, non-continuously?	Protection against threats operating in different bands shall be provided simultaneously. The frequency coverage shall be continuous (programmable) between 20MHz to 2500MHz.	N/A	AMD 1
CR#70	Statement of Work	Annex A§1.7.1	If the ECM is extended to 6GHz, shall the contractor provide equipment jamming frequency bands from 20 MHz to 6 GHz continuously or is it possible to provide ECM system jamming all threats described in Appendix A, non-continuously?	The extension from 2.5GHz to 6 GHz is only desired and not a bid technical compliancy factor. In the extended band it will be considered technically compliant if not all frequencies are jamable (and/or all at the same time). In the minimum required band from 20MHz to 2500MHz the threats shall be continuously covered.	N/A	AMD 1
CR#71	Statement of Work	Annex A§1.7.3	Shall the optional frequency band covering 6GHz be compliant with the requirement §1.7.3? Is it possible to provide 6GHz band with a power of 20W?	No, the performance of the system in the desired (not mandatory), extended band (2.5GHz-6GHz) does not have to be compliant with §1.7.3. Yes, it is possible to offer less power in the desired band (2.5GHz-6GHz).	N/A	AMD 1
CR#72	Statement of Work	Annex A§1.7.4	If the ECM is extended to 6GHz, shall the equipment be reactive up to 6GHz or could it be active from 2.5GHz to 6GHz ?	Active only in the extended band (2.5GHz-6GHz) is acceptable.	N/A	AMD 1
CR#73	Statement of Work	Annex A§1.7.5, §	Regarding the requirements §1.7.5, §1.7.6, §1.7.7, could it be possible to have more details about the process of the tests ? Could we have a precise scenario of the tests?	It is not possible to provide a precise test scenario in the bidding phase. It is up to the Contractor to demonstrate the performance during contract implementation and the Contractor is expected to know best how to demonstrate the performance of their equipment. See paragraph 1.12.9 and section 2.5 in BOOK II – PART IV – Annex A for additional information.	N/A	AMD 1
CR#74	Statement of Work	Annex A§1.7.8	Regarding the requirement §1.7.8, what are the reference and technical specifications of the friendly communication device and systems? In addition, what is the method used to evaluate effect to friendly communication system?	The technical specification of friendly comms may depend on the setting in which the systems will be deployed. This could include sitcom, air traffic control AM radios, tetrapol etc. The requirement is that the system is programmable to leave certain frequency bands unjammed. The test methodology for the impact on friendly communication systems will be developed as part of the test plan during contract implementation.	N/A	AMD 1
CR#75	Statement of Work	Annex A§1.8.2	Regarding the requirement §1.8.2, could the indication about reactive triggering be displayed only on the RCU screen?	See requirement 1.8.6, which states that this is acceptable.	N/A	AMD 1
CR#76	Statement of Work	Annex A § 1.8.6	Regarding the requirement § 1.8.6, could a tablet pc or mini pc be provided as RCU?	Yes, as long as it is wired with at least 5m of cable.	N/A	AMD 1
CR#77	Statement of Work	Annex A § 1.12.3	Regarding the requirement § 1.12.3, could a small computer or mini pc be provided as custom fill device?	Yes, as long as it meets other applicable requirements in the IFB documentation.	N/A	AMD 1
CR#78	Statement of Work	Annex A § 1.13.2	Regarding the convoy planning tool, shall the calculation take into account the performance information as J/S data for each threat listed in the appendix A?	The convoy tool must predict the protection bubble. Jammer to signal ratio (J/S) data is commonly an intermediate result in protection bubble prediction and it will be useful to show these J/S predictions.	N/A	AMD 1
CR#79	Statement of Work	Annex A § 1.15.3	The power source of the static equipment is not described in the system requirements specifications. Should the equipment be equipped with AC/DC power supply? If so, what is the specification of the AC power source?	The static and vehicular systems shall be of the same type. The power specified in Annex A paragraph 1.15.4, of 1000W shall be considered as the minimum power available from generators or shore sources, in the range from 110V/60Hz to 230V/50Hz. The Contractor is not responsible for providing generators for the static system. However, please take good note of the requirement at Annex A, 1.15.2, regarding battery back-up.	N/A	AMD 1
CR#80	Statement of Work	Annex A § 1.15.5	Regarding the requirement § 1.15.5, should the battery backup be considered as "Uninterruptible Power Supply" meaning the battery backup system is connected to the vehicle circuitry in parallel mode? and is used as soon as the circuitry of the vehicle shuts down ? Is it acceptable if the transmission of ECM system is interrupted during the switch from the vehicle power supply to the battery backup power source? Could the battery system be an independent system functioning manually to supply the 15 minutes power?	The requirement has been updated in AMD 1 to reflect that the backup battery is connected in parallel to the vehicle's power system, such that it: 1) is charged when the engine is running; 2) is decoupled when the engine is not running (to avoid the ECM draining the starter battery); 3) continues to operate the ECM for 15 min after the engine stops.	Para. 1.15.1, Book II - Part IV Annex A	AMD 1

CR#81	Statement of Work	Annex A § 1.11.8	Shall antennas for frequency bands below 500MHz be compliant with the requirement § 1.11.8? Could the contractor provide omnidirectional antennas only for the bands below 500MHz?	Sectorization of antennas only above 500MHz is not acceptable. The possibility to "shape" the coverage area below 500MHz is a requirement. This is necessary to enhance performance and minimize harmful interference.	N/A	AMD 1
CR#82	Statement of Work	Annex A § 1.11.9	Regarding the requirement § 1.11.9, should the mast be part of a fixed and permanent installation (e.g. structure such as building, house or shelter), or should it be mobile and quickly deployed on the ground?	It should be deployable on the ground. There is no guarantee that a building or structure is available for side mounting.	N/A	AMD 1
CR#83	Statement of Work	Annex A § 1.11.2	Regarding the requirement 1.11.2, could the VSWR be 3.5:1 for antenna used below 500MHz?	See answer given at CR#16.	Para. 1.11.2, Book II - Part IV Annex A	AMD 1
CR#84	Statement of Work	Annex A § 1.11.3	Regarding the requirement § 1.11.3, how will the test to check the antenna radiation efficiency be performed?	The Contractor shall propose the test method as part of the Test Plan.	N/A	AMD 1
CR#85	Statement of Work	Annex A § 1.11.6	Regarding the requirement § 1.11.6, are antennas equipped with 2 height whip considered as low profile? What is the maximum acceptable antenna height?	A two meter high whip antenna could be considered low-profile if it is flexible enough to be "tied down" to the vehicle. See response to CR#18.	N/A	AMD 1
CR#86	Statement of Work	Annex A § 2.5.3	Could you precise the "time-to-trigger" value ?	This can be described as the time window without jamming that a trigger mechanism requires to activate an IED. Some trigger mechanisms only need a small unjammed window, some need considerably longer.	N/A	AMD 1
CR#87	All	Acronyms	Could you provide a complete list of Acronyms used in the documents?	Yes	Book II - Part IV Annex C	AMD 1
CR#88	Contract General Provisions	para 2.36	What does "indirectly under Sub-contract" mean ?	Subcontractors lower than first tier.	N/A	AMD 1
CR#89	Contract Special Provisions	para 12.3.1	What is considered as a "written notice" ? Is an email sufficient or does it have to be a registered letter with acknowledgement of receipt ?	Email would be sufficient from a duly authorized person (please note Para 3.2 of General Provisions).	N/A	AMD 1
CR#90	Contract Special Provisions	para 12.3.1	Is the term "Changes clauses of this Contract" referring to Clause 16 of the Contract General Provisions ?	Yes.	N/A	AMD 1



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

INVITATION FOR BID

AMD 1 TO IFB-CO-13500-NRF

PROVIDE COUNTER – IMPROVISED EXPLOSIVE DEVICE (C-IED) CAPABILITY PACKAGE TO THE NATO RESPONSE FORCE (NRF)

Electronic Countermeasure (ECM) capability against Radio Controlled IED (RCIED)

Authorisation/Serial No:

AC/4-DS(2014)0027

AC/4(PP)D/27001-ADD3

Project:

5HQ03303

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IFB-CO-13500-NRF BOOK I - BIDDING INSTRUCTIONS

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1 SECTION I - INTRODUCTION

1.1 PURPOSE

- 1.1.1 The purpose of this solicitation is to invite Bids for the procurement of electronic counter measures (ECM) systems against Radio Controlled IEDs (RC-IEDs) within the Counter Improvised Explosive Devices (C-IED) Capability Package (CP) for the NATO Response Force (NRF).
- 1.1.2 This solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the procedures for International Competitive Bidding set forth in NATO document AC/4-D/2261 (1996 Edition).
- 1.1.3 Pursuant to these procedures, bidding is restricted to companies from participating NATO member countries for which a Declaration of Eligibility has been issued by their respective government authorities
- 1.1.4 The evaluation procedure conducted under this Invitation for Bid will be the One-Envelope Procedure set forth in 13 (ii) of AC/4-D2261 (1996 Edition). The successful Bid pursuant to this IFB will be that Bid which is the lowest price technically compliant Bid in accordance with the evaluation criteria.
- 1.1.5 The Bid evaluation criteria and the detailed evaluation procedures are described in Section IV of these Bidding Instructions.
- 1.1.6 The Bidders shall refer to the Purchaser all queries for a resolution of possible conflicts found in information contained in this document in accordance with the procedures set forth in Section 2.6 "Requests for IFB Clarifications".
- 1.1.7 The IFB will not be the subject of a public Bid opening.

1.2 SECURITY

- 1.2.1 The security classification of this IFB is "NATO UNCLASSIFIED" when separated from Book II, Part IV, SOW – Annex A SRS (NR) – otherwise the classification is "NATO RESTRICTED".
- 1.2.2 Contractor personnel that will work at NATO sites are required to hold 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 in accordance with the specific instructions contained in this IFB, 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 the schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser under the Prospective Contract.
- 1.2.3 All NATO classified material entrusted to the Contractor under the Prospective Contract shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be required to possess a facility clearance of "NATO RESTRICTED" for those sites in

which he intends to handle and store NATO classified material in the conduct of work under the Prospective Contract. This requirement applies also to facilities and personnel involved in this project as a result of subcontracts issued by the Contractor for effort under the Prospective Contract.

- 1.2.4 The 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, or those of prospective subcontractors, do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.
- 1.2.5 The Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of Contract Award.

1.3 DOCUMENTATION

- 1.3.1 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.

1.4 RESERVED

1.5 CONTRACT AWARD

- 1.5.1 The target date for Contract Award is **May 2016**.

2 SECTION II - GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 In addition to the terms and acronyms defined in Clause 2 (Definitions of Terms and Acronyms) of the Contract General Provisions of the prospective Contract, the following terms and acronyms as used in this Invitation for Bid shall have the meanings specified below.
- 2.1.1.1 The term "Assembly" as used herein means an item forming a portion of an equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.1.2 The term "Bid" as used herein refers to a binding offer to perform the work specified in the attached Book II - Prospective Contract.
- 2.1.1.3 The term "Bidder" as used herein refers to 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. The "Principal Contractor" shall submit the Bid and all Certificates required under this solicitation on behalf of all members of the consortium. Evidence of authority by the "Principal Contractor" to act on behalf of the consortium shall be enclosed with the Bid in the Bid Administration Package. Failure to furnish proof of authority may be a reason for the Bid being declared non-compliant.
- 2.1.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bid (IFB).
- 2.1.1.5 The term "Contracting Authority" as used herein refers to the General Manager of the NCI Agency, the Director of Acquisition of the NCI Agency, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.1.1.6 The term "Contractor" as used herein refers to the awardee of this solicitation of offers, who shall be responsible for the fulfilment of the requirements established in the prospective Contract.
- 2.1.1.7 The term "Firm of a Participating Country" as used herein refers to a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.1.1.8 The term "IFB" as used herein refers to Invitation for Bid
- 2.1.1.9 The term "Participating Country" as used herein refers to one of the 28 NATO member countries that participate in financing the project, namely (in

alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE 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.

- 2.1.2 The term "Purchaser" as used herein refers to the NCI Agency as the authority issuing the IFB and/or awarding the prospective Contract.
- 2.1.3 The term "Sub-Assembly" as used herein means a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1 Only firms from Participating Countries (as specified in paragraph 2.1.1.9), which have been nominated to the NCI Agency by their respective National Delegations, are eligible to engage in this competitive bidding process. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4 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 from and within the NATO member countries.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the address provided in paragraph 2.3.2 before 12:00 hours (Brussels Time) on **26 February 2016** at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following address:
 - NCI Agency
 - Acquisition/DACQ
 - Attn.: Mr Peter Kowalski
 - Bâtiment Z
 - Avenue du Bourget 140
 - 1110 Brussels

Belgium

- 2.3.3 Bids submitted by electronic means (fax, e-mail) are not permitted and will not be considered. Bidders shall note that electronic copies (CD-ROM) of their bids are required to be submitted with their "hard copy". See section 3.2 for details.
- 2.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified in paragraph 2.3.5 below.
- 2.3.5 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 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:
- 2.3.5.1 A contract has not already been awarded pursuant to the IFB, and
- 2.3.5.2 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
- 2.3.5.3 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.
- 2.3.6 A Late Bid which was hand-carried, or delivered by a private courier service for which a proper receipt cannot be produced cannot be considered for award under any circumstances, nor can Late Bids which bear no post marks or for which documentary evidence of the mailing date cannot be produced.
- 2.3.7 Bidders are advised that security personnel or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

- 2.4.1 In accordance with document AC/4 D/2261 (1996 Edition) requests for extensions of the Bid Closing Date may be submitted to the Purchaser only by

the Delegation of the country of origin of a Bidder or by that country's Embassy.

- 2.4.2 Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in paragraph 2.5 below no later than fourteen (14) calendar days prior to the established Bid Closing Date.
- 2.4.3 Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit.
- 2.4.4 Extension(s) of the Bid Closing Date will be notified through issuance of formal Amendments to the IFB.

2.5 PURCHASER POINT OF CONTACT

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

Mr Peter Kowalski
Contracting Officer
Acquisition/ACQ
Fax: +32 (0)2 707 8770
E-mail: peter.kowalski@ncia.nato.int

- 2.5.2 All correspondence (Bids, hard copies) related to the IFB shall be forwarded to:

NCI Agency
Acquisition/DACQ
Attn: Mr Peter Kowalski
Bâtiment Z/Rm. S160
Avenue du Bourget 140
1110 Brussels
Belgium

2.6 REQUESTS FOR CLARIFICATION

- 2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2 All requests for clarification must be forwarded to the Purchaser, in MS Excel, using the Clarification Request Form format provided at Annex D of these Bidding Instructions. Such requests for clarification must be submitted by

email to the Purchaser Point of Contact specified in paragraph 2.5 and must arrive no later than twenty-eight (28) calendar days prior to the established Bid Closing Date. The Purchaser is under no obligation to answer requests for clarification submitted after this time.

- 2.6.3 Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification, except as noted in 2.6.4 below.
- 2.6.4 Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests must arrive no later than fourteen (14) calendar days prior to the established Bid Closing Date. The Purchaser is under no obligation to answer additional requests for clarification submitted after this time.
- 2.6.5 Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.6 The Purchaser reserves the right to reject requests for clarification clearly devised or submitted for the purpose of artificially obtain an extension of the time allowed for bidding (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.7 Except as provided above, all requests for clarification will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.6.8 The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation, or revelatory of the questioner's identity.
- 2.6.9 The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Any amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.
- 2.6.10 Where the response to a request for clarification is of such a magnitude that the Purchaser deems it necessary to issue revised bidding documentation, the Purchaser will do so by issuance of a formal Amendment of the IFB pursuant to AC/4 D/2261 (1996 Edition) and in accordance with paragraph 2.8 below.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Bidders are informed that requests for alteration to, waivers, or deviations from the Schedules, the Contract Special Provisions, the Contract General Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the conclusion of the Request for Clarification process. Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in section 2.6 above.

- 2.7.2 Requests for alterations to the specifications, or terms and conditions of the Prospective 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 reserves the right to revise, amend, or correct the IFB at any time prior to the Bid Closing Date established in section 2.3. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.6 above, or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of any Amendment to the IFB on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may therefore extend the "Bid Closing Date" at its discretion, and such extension will be set forth in the amendment.
- 2.8.3 All formal Amendments to the IFB issued by the Purchaser shall be acknowledged by the Bidder in his Bid by completing the certificate at **Annex A-3** "Acknowledgement of Receipt of IFB Amendments". Failure to acknowledge receipt of any or all Amendments to the IFB in **Annex A-3** may be grounds to determine the Bid to be administratively 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 detailed in paragraph 2.3.4, 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 the Prospective 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 Bidder's decision to withdraw the Bid and subsequently 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 terms of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified at paragraph 2.3.1 above.
- 2.10.2 In order to comply with above requirement, the Bidder shall complete the "Certificate of Bid Validity" set forth in **Annex A-5**. 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 its Bid a guarantee in an amount equal to €80,000 (Eighty Thousand Euro). 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. The Bid Guarantee shall be made payable to the Treasurer, NCI Agency.

- 2.11.2 The term “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 shown hereunder shall be used by the issuing financial institution to create a Standby Letter of Credit acceptable to the Purchaser:

BID GUARANTEE - STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Beneficiary: NCI Agency

Financial Management

Bâtiment Z

Avenue du Bourget 140

1110 Brussels

Belgium

Expiry Date: _____

1. We, (NAME OF 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 €80,000.00 (Eighty Thousand Euro) We are advised that this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-13500-NRF dated _____.

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

a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant bid, (NAME OF BIDDER) 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 NCI Agency to be the lowest priced, technically compliant Bid, but (NAME

OF BIDDER) has declined to execute the Contract offered by the NCI 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 Standby Letter of Credit is effective the date hereof and shall expire at our office located at (BANK ADDRESS) on (DATE = SAME AS EXPIRY DATE OF BID VALIDITY). All demands for payment must be made prior to the expiry date.

4. It is a condition of this Standby 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 Standby Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this Standby 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, (NAME OF 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 Standby 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 (NAME OF ISSUING BANK) of its election not to automatically extend the expiry date of Standby Letter of Credit number (NUMBER) dated (DATE) pursuant to the automatic renewal clause (or to terminate the Standby Letter of Credit). As of the date of this certificate, no suitable replacement Standby 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 (NUMBER) in the amount of EUR (amount up to the maximum available under the Standby Letter of Credit), such funds to be transferred to the account of the Beneficiary number (NUMBER, to be identified when certificate is presented)."

Such certificate shall be accompanied by the original of this Standby 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 Standby 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 Standby Letter of Credit should (NAME OF ISSUING BANK) elect not to automatically extend the expiration date of the Standby Letter of Credit, or

b) the date of termination of the Standby Letter of Credit if (NAME OF ISSUING BANK) notifies the Beneficiary that the Standby Letter of Credit is to be terminated in accordance with paragraph 6 above.

8. *Multiple partial drawings are allowed to the maximum value of this Standby Letter of Credit.*

9. *Drafts drawn hereunder must be marked, "Drawn under (NAME OF ISSUING BANK) Standby Letter of Credit number (NUMBER)" and indicate the date hereof.*

10. *This Standby 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 Standby Letter of Credit is referred to or to which this Standby 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 Standby Letter of Credit will be duly honoured upon presentation of documents to us on or before the expiration date of this Standby Letter of Credit.*

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

2.11.4 Alternatively, in lieu of a Standby Letter of Credit, prospective Bidders may elect to post the required Bid Guarantee in cash (via direct bank deposit) prior to the established Bid Closing Date, or by a certified cheque to be submitted in the Bidder's Bid Administration Package (see paragraph 3.2). If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date, or as soon as possible thereafter. Instructions regarding direct bank deposit of the Bid Guarantee can be obtained from the Purchaser Point of Contact for this IFB in paragraph 2.5.

2.11.5 The Bid Guarantee shall be valid for a period equal to that of the Bid Validity stated in paragraph 2.10.1. 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/or in the proper form, and/or 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 the original Bid Guarantee is submitted directly by a banking institution to the Purchaser, the Bidder shall furnish a copy of the Bid Guarantee in the Bid Administration Package (see paragraph 3.2).
- 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 lowest priced, technically compliant Bid, the Bidder has withdrawn his Bid, or stated 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 Bid determined by the Purchaser to be the lowest priced, technically compliant Bid, but the Bidder has declined to execute the Contract offered by the Purchaser, such Contract being consistent with the terms of the Invitation for Bid, or
 - 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 within a reasonable time, or
 - 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 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

Bidders 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 except for those cases in which electronic transmission of documentation is not permissible (e.g. documents with security classification mandating specific transmission methods) the Purchaser will rely exclusively on electronic means (e.g. electronic mail communication and/or use of a dedicated web portal) to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.13.3 Notwithstanding paragraph 2.13.2 above and subject to feasibility, prospective Bidders may request to be notified also by fax or regular mail when IFB correspondence is released to them. Such requests shall be submitted to the Purchaser Point of Contact specified in section 2.5 above. Such requested method of notification shall not be construed as the Bidders' right to obtain an extension of the Bid Closing Date.
- 2.13.4 Bidders shall note that where voluminous documentation is to be transmitted the Purchaser will consider electronic transmission as the sole feasible manner to promptly notify all Bidders pursuant to the prescription in paragraph 2.13.1. Consequently, in such cases, the Purchaser will notify the Bidder of the impossibility to resort to alternative methods of transmission, if this has been requested.

2.14 SUPPLEMENTAL AGREEMENTS

- 2.14.1 Bidders are required, in accordance with the certificate at **Annex A-8** of these Bidding Instructions, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by the Purchaser 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 or undertakings.
- 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, including but not limited to those addressing authority to install, use, modify, or provide to others to use or modify in accordance with the terms of the Contract any software, item, documentation and/or material regardless of the nature or content to be produced as a result of the performance under the Prospective Contract.

2.15 NOTICE OF LIMITATIONS ON USE OF INTELLECTUAL PROPERTY DELIVERED TO THE PURCHASER

- 2.15.1 Bidders are instructed to review Clause 30 of the Contract General Provisions set forth in Part III of Book II herein, and Clause 10 of the Contract Special Provisions set forth in Part II of Book II herein. These Clauses set forth the definitions, terms and conditions relating to the rights of the Parties with regard to Intellectual Property developed and/or delivered under the Prospective Contract, if any, or used as a basis of performance pursuant to the Prospective Contract.
- 2.15.2 Bidders are required to disclose, in **Annex A-12** and **Annex A-13**, the Intellectual Property proposed to be used by the Bidder, if any, that will be delivered with Contractor and/or Subcontractor Background Intellectual Property Rights and/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.
- 2.15.3 The identification of Bidders' Background and/or Third Party Intellectual Property shall be limited to those Intellectual Properties associated with products and/or documentation which are indispensable in order to deliver, install, operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.
- 2.15.4 Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of the Contract General Provisions, and/or Clause 13 of the Contract Special Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.
- 2.15.5 Bidders are reminded that any restriction on use or dissemination of Intellectual Property conflicting with Clause 30 of the Contract General Provisions and/or Clause 13 of the Contract Special Provisions, or with the objectives and purposes of the Purchaser as stated in the Prospective Contract may result in a determination of a non-compliant Bid.

2.16 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

- 2.16.1 Bidders are requested to note that, in accordance with the Certificate at **Annex A-9** hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the

requirements of Allied Quality Assurance Publication (AQAP) 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 Subcontractors.
- 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 A-9** in the Bid Administration Package.
- 2.16.4 Failure to execute this Certificate or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

3 SECTION III - 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 restate the IFB requirements in confirmatory terms only. The Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective Contract.
- 3.1.3 The Bid shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such an offer meets the requirements of the Prospective Contract. Bidders are advised that Bids that fail to provide such a level of detail or that address salient aspects of the IFB in a cursory manner may be declared non-compliant without recourse to further clarification.
- 3.1.4 Partial Bids will be declared non-compliant.
- 3.1.5 If no specific format has been established for electronic versions/ soft copies of the Bid documentation to be provided in accordance with paragraph 3.2 below, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.6 In the event of a discrepancy between the soft and hard copies of the Bid documentation to be provided in accordance with paragraph 3.2 below, the hard copy will be considered as the authoritative Bid document for the purpose of evaluation and takes precedence.
- 3.1.7 All documentation submitted as part of the Bid shall be classified no higher than "NATO UNCLASSIFIED".
- 3.1.8 All documentation submitted as part of the Bid shall be in English.
- 3.1.9 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.

3.2 BID PACKAGE CONTENT

- 3.2.1 The complete Bid shall consist of three distinct and separated parts described in the following subparagraphs. Detailed requirements for the structure and content of each of these parts are contained in these Bidding

Instructions.

- 3.2.2 The BID ADMINISTRATION package, containing one (1) hard copy of the Bid Administration documents specified in paragraph 3.4 below.
- 3.2.3 The PRICE QUOTATION package, containing two (2) hard copies and two (2) soft copies in MS Excel format of the Price Quotation specified in paragraph 3.5 below.
- 3.2.4 The TECHNICAL PROPOSAL package as specified in Para 3.6 below, shall each be submitted in (2) soft copies:
 - 3.2.4.1 Part 1 - Bidder Qualification, as specified in paragraph 3.6.3.
 - 3.2.4.2 Part 2 - Management and Project Control Plan, as specified in paragraph 3.6.4.
 - 3.2.4.3 Part 3 - Initial System/Subsystem Design Description (SSDD), as specified in paragraph 3.6.5.

3.3 BID PACKAGE MARKING

- 3.3.1 Each of the Bid packages described in paragraph 3.2 shall be separately wrapped (multiple copies of the same document may be wrapped together), and marked as follows:
 - 3.3.1.1 The name and address of the Bidder.
 - 3.3.1.2 The words "SEALED BID" followed by the reference "IFB-CO-13500-NRF".
 - 3.3.1.3 The appropriate package marking: "BID ADMINISTRATION", "PRICE QUOTATION", "TECHNICAL PROPOSAL".
- 3.3.2 The separate envelopes or packages of the Bid shall then be placed in an outer container or containers suitable 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:
 - 3.3.2.1 The name and address of the Bidder.
 - 3.3.2.2 The Purchaser's address including Point of Contact as identified in paragraph 2.5.2.
 - 3.3.2.3 The words "SEALED BID" followed by the reference "*IFB-CO-13500-NRF*".
 - 3.3.2.4 The identification "*BOX X of Y*" (e.g. 1 of 3, 2 of 3, etc.)
 - 3.3.2.5 The annotation "*NOTIFY MR P. KOWALSKI UPON RECEIPT*".

3.4 BID ADMINISTRATION (PART I)

- 3.4.1 The package shall contain a Bid Guarantee as described in Section 2.11 of these 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 in the Bid Administration Package, specifying the details of the transmittal. Bid Guarantees sent directly to the Purchaser by the issuing

bank must be received before the established Bid Closing Date/time. If a Bid Guarantee is submitted via direct bank deposit (cash transfer), proof of wire transfer into the Purchaser's account shall be included in the Bid Administration Package.

- 3.4.2 The Package shall include the certificates set forth in Annex A to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates shall not be altered in any way. The certificates are as follows:

- 3.4.2.1 Annex A-1 (Certificate of Legal Name of Bidder)
- 3.4.2.2 Annex A-2 (Certificate of Independent Determination)
- 3.4.2.3 Annex A-3 (Acknowledgement of Receipt of IFB Amendments)
- 3.4.2.4 Annex A-4 (Certificate of Understanding)
- 3.4.2.5 Annex A-5 (Certificate of Bid Validity)
- 3.4.2.6 Annex A-6 (Certificate of Exclusion of Taxes, Duties and Charges)
- 3.4.2.7 Annex A-7 (Comprehension and Acceptance of Contract Special and General Provisions)
- 3.4.2.8 Annex A-8 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
- 3.4.2.9 Annex A-9 (Certificate of Compliance AQAP 2110 or ISO 9001:2008 or Equivalent) with a copy of the relevant quality certification attached to it.
- 3.4.2.10 Annex A-10 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.4.2.11 Annex A-11 (List of Prospective Subcontractors)
- 3.4.2.12 Annex A-12 (Certificate of Bidder Background IPR)
- 3.4.2.13 Annex A-13 (Certificate of Subcontractor IPR)
- 3.4.2.14 Annex A-14 (Certificate on Security Clearance)
- 3.4.2.15 Annex A-15 (RESERVED)

3.5 PRICE QUOTATION (PART II)

- 3.5.1 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets and Contractor Pricing Summary Sheets, on the templates provided, and in accordance with the instructions specified in Annex B to these Bidding Instructions.
- 3.5.2 No alterations of the form and pre-filled content of the Bidding Sheets or Contractor Pricing Summary Sheets are allowed unless otherwise specified in this IFB. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices entered in the Bidding Sheets shall reflect the comprehensive total price offered for the fulfilment of all requirements

expressed in the Prospective Contract (Book II of this IFB).

- 3.5.3 Bidders shall furnish Firm Fixed Price quotations for all proposed items including all options provided for in this IFB, with any and all appropriate additions. Partial quotations will be rejected.
- 3.5.4 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:
- 3.5.4.1 The currency is of a "Participating Country" in the project, and
- 3.5.4.2 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.
- 3.5.5 Bidders are informed that 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.
- 3.5.6 Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement, and are required to certify that they have done so through execution of the certificate at **Annex A-6**.
- 3.5.7 Unless otherwise specified in this IFB, all prices quoted in the proposal shall be DDP (Delivery Duty Paid) to the specified destination(s), in accordance with the International Chamber of Commerce INCOTERMS 2010.
- 3.5.8 When completing the Bidding Sheets the Bidders shall insert information in all **yellow cells** of the Bidding Sheets. A price for each specified element needs to be supplied on each CLIN. Prices shall 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.
- 3.5.9 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 "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence.
- 3.5.10 The Bidder shall provide a breakdown of the cost for undertaking the level of effort required for tasks for **CLIN 1 through CLIN 7 (evaluated CLINs)** and **CLINs 8 through 10** (non-evaluated CLINs) by completing the

Contractor Pricing Summary Sheets and entering the resultant Firm Fixed price in the appropriate columns.

- 3.5.11 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may be cause for a determination of non-compliance by the Purchaser.
- 3.5.12 Except as required in the Bidding Instructions, no other documentation besides the priced Bidding Sheets and Pricing Summary shall be included in the Price Quotation package. Any other document of a contractual or technical nature will not be considered during evaluation and its presence may be cause for a determination of non-compliance by the Purchaser.
- 3.5.13 Bidders shall note that there is no obligation under the Prospective 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 Prospective Contract through a new Contract with other conditions.

3.6 TECHNICAL PROPOSAL (PART III)

This package shall include the following items:

3.6.1 Table Of Contents

- 3.6.1.1 Bidders shall compile a detailed Table of Contents which lists not only the Section Headings but also the major sub-sections and the topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.

3.6.2 Executive Summary

- 3.6.2.1 Bidders shall provide an overview of the salient features of their technical proposal in form of an executive summary. This summary shall demonstrate the Bidder understands the project, the implementation environment and the risks involved.

3.6.3 Part 1: Bidder qualification

- 3.6.3.1 Sub-Contractors: The Bidder shall provide a sub-section which identifies its major proposed sub-contractors for the Project. Major proposed sub-contractors, for purposes of this sub-section, refer to the criteria set forth in the General Provision of the Prospective Contract entitled "Sub-Contracts". The Bidder shall identify the firm, the nation of origin, the estimated value of the sub-contract and the major items (assemblies, sub-assemblies) or services that the proposed sub-contractor will be required to furnish.
- 3.6.3.2 With regard to major sub-contracts, the Bidder shall identify those items which are sub-contracted (deliverables, with exact reference to the Schedule of Supplies and Services) which are considered to be on the "Critical Path" to

meeting the delivery schedule of the Contract. The Bidder shall provide a description of possible alternative sources of supply should the selected sub-contractor fail to deliver the required items within the time schedule.

- 3.6.3.3 Corporate experience: The Bidder shall detail relevant and successful corporate experience in at least one (1) recent contract within the last six (6) years for which the Bidder designed and delivered similar ECM Systems against RC-IED, with at least one for a government or military customer. The Bidder shall provide for each reference at least: a description of the solution deployed/delivered, highlighting similarities to the bid solution; the purchaser(s) of these systems; the user(s) of these systems; the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.
- 3.6.3.4 The Bidder shall provide a discussion of the corporate (Bidder and identified sub-Bidders) and individual assignments, roles and capabilities demonstrating not only adequate and appropriate business and technical corporate resources, but also the necessary experiences to support the Project lifecycle and the System lifecycle.
- 3.6.3.5 The Bid shall provide relevant experience and expertise in developing / delivering / integrating:
- 3.6.3.5.1 Security Documentation;
 - 3.6.3.5.2 Equipment to Military Operations or similar environments;
 - 3.6.3.5.3 Training.
- 3.6.3.6 Bidder shall further specify where adaptation of existing solutions delivered under previous contract(s) is being used by the proposed solution in order to minimize the cost of the Bid without compromise in quality. The Bidder shall indicate whether the production line for such supplies/solutions is still open, and if not, how long it may take to start up production.
- 3.6.3.7 Key Personnel Proposal: the Bidder shall provide curriculum vitae for the Project Manager proposed for this project and also the Technical Lead (SOW 2.2).
- 3.6.3.8 The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the experience of the individuals. This shall include demonstration of the Project Manager's recent (within than 2 years) experience as the designated leader of project of similar size and scope, the Technical Lead's familiarity with the equipment contained within the bid. This subsection shall also describe the authority and responsibility (and the limits when Sub-Contractors are involved) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate management.
- 3.6.4 Part 2: Project Implementation Plan (PIP)
- 3.6.4.1 The Bidder shall include a complete Project Implementation Plan that defines the Bidder's strategy to manage this project from contract signature

throughout the Final System Acceptance, including any warranty periods, in accordance with the requirements in the SOW, Section 2.3. This Project Implementation Plan shall include all sections and Annexes as specified in the SOW, Section 2.3.

3.6.5 Part 3: Initial System/Subsystem Design Description (SSDD) (CDD)

3.6.5.1 The Bidder shall submit an initial version of the SSDD specified in the Section 3.4 of the SOW. This initial version shall sufficiently demonstrate how the system as delivered shall meet all of the requirements as set forth in the SOW.

3.6.5.2 It shall include a functional network diagram of all major hardware and software types.

3.6.5.3 It shall indicate the type of hardware included and the quantities thereof.

3.6.5.4 It shall demonstrate how the capability will meet the availability requirements in the SOW Annex A (System Requirements Specification – SRS).

3.6.5.5 It shall state the name and manufacturer of all proposed software components.

3.6.5.6 It shall explain how each proposed equipment component meets the COTS requirements within the SOW (including Annex A - SRS).

4 SECTION IV - BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 4.1.2 The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid. Documents included by reference only will not be considered.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the Bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.6 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing Bidders proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Bidder shall be responsible for providing prompt access to his own or Subcontractors' facilities and personnel.
- 4.1.7 The contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB. The evaluation will be conducted in

accordance with NATO Infrastructure Bidding Procedures as set forth in document AC/4-D/2261 (1996 Edition) as supplemented by the Purchaser's source selection procedures. Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Bid Administration part and Price Quotation of each Bidder is evaluated first, and only the Technical Proposal of the apparent lowest priced Bid is evaluated for compliance with the technical requirements of the IFB. Bidders that are determined to have submitted non-compliant Bids will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case the Technical Proposal of the Bidder who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Bid has been determined. The compliant Bidder who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

- 4.1.8 Failure to satisfy any of the Bidding requirements may result in a determination of non-compliance for the entire Bid.

4.2 ADMINISTRATIVE CRITERIA

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

- 4.2.1.1 The Bid was received by the Bid Closing Date and Time;
- 4.2.1.2 The Bid is packed and marked properly;
- 4.2.1.3 The Administrative Package contains the Bid Guarantee in the proper amount, in the proper form and for the established length of time;
- 4.2.1.4 The Administrative Package contains all the required information in the originally signed and submitted Certificates in Annex A hereto;
- 4.2.1.5 The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract, and has not 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.

4.2.2 RESERVED

- 4.2.3 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.4 If it is discovered, during either the Administrative, Price, or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned 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.

4.3 PRICE CRITERIA

- 4.3.1 The Bidder's Price Quotation will be first assessed for compliance against the following standards:
- 4.3.1.1 The Price Quotation meets 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 and Contractor Pricing Summary Sheets, in particular:
- 4.3.1.1.1 The Bidder has furnished Firm-Fixed Prices for all items listed.
 - 4.3.1.1.2 All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and **Annex B**.
 - 4.3.1.1.3 Bid prices include all costs for items supplied, delivered, and supported.
 - 4.3.1.1.4 All prices have been accurately entered into appropriate columns, and accurately totalled.
 - 4.3.1.1.5 The Bidder has provided accurate unit prices (where required) and total prices for each line item.
 - 4.3.1.1.6 The Bidder has provided accurate unit prices and total prices of each of the sub-items it added (if any).
 - 4.3.1.1.7 The grand total is accurate.
 - 4.3.1.1.8 The currency (€, \$, £, etc.) of all line items has been clearly indicated.
 - 4.3.1.1.9 The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section 3, Paragraph 3.5.4 are met.
 - 4.3.1.1.10 The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and customs charges from which the Purchaser has been exempted (note Section 3, Paragraphs 3.5.5 and 3.5.6).
 - 4.3.1.1.11 Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
- 4.3.1.2 Detailed pricing information has been provided (Contractor Pricing Summary Sheets) and is adequate, accurate, traceable, and complete.
- 4.3.1.3 The Price Quotation meets requirements for price realism and balance as described below in Paragraph 4.3.4.
- 4.3.2 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.

4.3.3 Basis of Price Comparison / Determination of Lowest Firm Fixed Price Offer

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

4.3.3.2 The price comparison and determination of lowest Firm-Fixed Price offer will be based on the offered Grand Total Firm Fixed Price which includes **CLIN 1 through CLIN 7** in the Annex B - Bidding Sheets.

4.3.4 Price Realism:

4.3.4.1 Should the Lowest Offered Price appear to be substantially different from the next lowest prices offered, the Purchaser will review the Price Quotation to determine if a reasonable explanation for the differential is apparent.

4.3.4.2 In those cases in which the prices quoted in relation with this IFB appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request from the Bidder clarifications aimed to demonstrate the rationale for such circumstances.

4.3.4.3 Indicators of an unrealistically low Bid may be the following, amongst others:

4.3.4.3.1 Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.

4.3.4.3.2 Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.

4.3.4.3.3 Numerous line item prices for supplies and services that are provided at no cost or at nominal prices.

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

4.3.4.4.1 An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

4.3.4.4.2 The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the Technical Proposal offered and convincingly

and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

- 4.3.4.4.3 The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.3.4.5 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of paragraph 4.3.4.4.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.3.4.6 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.3.4.4.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.3.4.4.3 above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.3.4.7 If the Bidder presents a convincing rationale pursuant to paragraph 4.3.4.4.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.
- 4.3.4.8 The Purchaser reserves the right to request prime Contractors, or the Sub-Contractor to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as:
 - 4.3.4.8.1 catalogue price lists and any applicable discounts,
 - 4.3.4.8.2 copies of the sub-Contractor's orders from others for the same or similar items, including explanations for cost variations,
 - 4.3.4.8.3 Sub-Contractor's internal cost estimate, or documentation of whatever means the sub-Contractor used to arrive at the charge.

4.4 TECHNICAL CRITERIA

In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding

Instructions at Section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy. As well, the Cross Reference/ Compliance Table as detailed in Annex C shall clearly indicate full compliance with all listed project technical requirements. The Purchaser reserves the right to request the Bidder to conduct a live demonstration of the offered solution, in the event that the Purchaser determines such a demonstration to be necessary.

4.4.1 Table of Contents

4.4.1.1 Bidders have compiled and submitted a detailed Table of Contents with section headings, (and) major sub-sections, (and) topic headings were set forth in the Bidding Instruction or deemed necessary (implicit in the organisation of the Technical Proposal).

4.4.1.2 The “compliancy” is defined as the Table of Contents’ state of being complete and correct.

4.4.2 Executive Summary

4.4.2.1 The Bidder has provided a summary of the entire technical proposal in the form of an executive summary.

4.4.2.2 “Compliancy” is defined as the Executive Summary’s being a document that demonstrates the Bidder’s experience with Electronic Countermeasures systems against Radio Controlled Improvised Explosive Devices, and the understanding of the unique constraints of developing and delivering a solution for use by NATO Response Forces, and the rigorous documentation and testing requirements of delivering a capability to NATO.

4.4.3 Part 1: Bidder Qualification

4.4.3.1 The Bidder has provided the following parts:

4.4.3.1.1 **Sub-Contractors** qualification overview;

4.4.3.1.2 **Corporate experience** overview;

4.4.3.1.3 **Key Personnel** proposal.

4.4.3.2 The “compliancy” is defined as the Bidder Qualification’s fulfilling the following conditions:

4.4.3.2.1 **Sub-Contractors** qualification

4.4.3.2.1.1 The Bidder provides a sub-section which identifies its major proposed sub-contractors for the Project. Major proposed sub-contractors refer to the criteria set forth in the General Provision of the Prospective Contract entitled “Sub-Contracts”.

4.4.3.2.1.2 The Bidder identifies the firm, the nation of origin, the estimated value of the sub-contract and the major items (assemblies, sub-assemblies) or services that the proposed sub-contractor will be required to furnish.

4.4.3.2.1.3 (At a minimum) the Bidder includes:

4.4.3.2.1.3.1 A summary of the supplies and/or services to be furnished by the sub-contractor (deliverables, with clear reference to the Schedule of Supplies and Services)

4.4.3.2.1.4 (With regard to major sub-contracts) the Bidder identifies those items which are sub-contracted (deliverables, with exact reference to the Schedule of Supplies and Services) which are considered to be on the "Critical Path" to meeting the delivery schedule of the Contract.

4.4.3.2.1.5 (Critical path deliverables) for these sub-contracted items, the Bidder provides a rationale for the selection of the sub-contracted vendor.

4.4.3.2.1.6 (Contingency Plans) the Bidder provides a description of possible alternative sources of supply should the selected sub-contractor fail to deliver the required items within the time schedule.

4.4.3.2.2 **Corporate Experience**

4.4.3.2.2.1 The Bidder (and/or) the identified major sub-Bidder(s) provides relevant and successful corporate experience in the form of at least one (1) contract within the last six (6) years for which the Bidder designed and delivered similar Electronic Countermeasure solutions, with at least one for a government or military customer.

4.4.3.2.2.2 The Bidder provides for each reference at least:

4.4.3.2.2.2.1 The description of the solution deployed/delivered;

4.4.3.2.2.2.2 The purchaser(s) of these systems;

4.4.3.2.2.2.3 The user(s) of these systems;

4.4.3.2.2.2.4 The Contract number(s);

4.4.3.2.2.2.5 The start date and end date of the Contract;

4.4.3.2.2.2.6 A point of contact for verification purposes.

4.4.3.2.2.3 The Bidder provides a discussion of the corporate (Bidder and identified sub-Bidders) and individual assignments, roles and capabilities demonstrating not only adequate and appropriate business and technical corporate resources, but also the necessary experiences to support both the Project lifecycle and the System lifecycle.

4.4.3.2.2.4 The Bidder provides proof of relevant experience and expertise on all of the following technical topics:

4.4.3.2.2.4.1 Security Documentation;

4.4.3.2.2.4.2 Equipment to Military Operations or similar environments;

4.4.3.2.2.4.3 Training.

4.4.3.2.2.5 The Bidder specifies whether he adapts existing solutions delivered under previous contract(s) in the proposed solution in order to minimize the cost of the Bid without any compromise in quality.

4.4.3.2.2.6 The Bidder indicates whether the production line for such services is

still open, and if not, how long it may take to start up the production.

4.4.3.2.3 Key Personnel Proposal

4.4.3.2.3.1 The Bidder provides curriculum vitae for the:

4.4.3.2.3.1.1 Project Manager

4.4.3.2.3.1.2 Technical Lead

4.4.3.2.3.2 The Bidder provides a narrative describing the rationale for the selection of these individuals for these posts and provides detailed descriptions of the experience of the individuals. These narratives shall demonstrate the Project Manager's recent (within than 2 years) experience as the designated leader of project of similar size and scope, the Technical Lead's familiarity with the equipment contained within the bid.

4.4.3.2.3.3 The Bidder describes the authority and responsibility of the Project Manager within the overall corporate organisation, their limits (in case Sub-Contractors are involved).

4.4.3.2.3.4 The Bidder defines the circumstances in which the Project Manager must refer decision making authority to the next level of Corporate management (internal to the main Contractor and external to the sub-contractors);

4.4.4 Part 2: Project Implementation Plan (PIP)

4.4.4.1 The Bid includes a complete PIP.

4.4.4.2 "Compliance" is defined as the PIP meeting all the requirements specified in the SOW, Section 2.3, including all sub-paragraphs and Annexes.

4.4.5 Part 3: Initial Capability Design Document (CDD)

4.4.5.1 The Bid includes an initial Capability Design Document.

4.4.5.2 "Compliance" is defined as the Initial CDD fulfilling the following conditions:

4.4.5.2.1 The CDD sufficiently demonstrates how the system as delivered shall meet all of the requirements as set forth in SOW (including Annex A - SRS).

4.4.5.2.2 The CDD includes a functional network diagram of all major hardware and software types.

4.4.5.2.3 The CDD indicates the type of hardware included and the quantities thereof.

4.4.5.2.4 The CDD demonstrates how the capability will meet the availability requirements in the Annex A (SRS) of the SOW.

4.4.5.2.5 The CDD states the name and manufacturer of all proposed software.

ANNEX A – CERTIFICATES

ANNEX A-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:

FAX NO:

BOA NO:

POINT OF CONTACT REGARDING THIS BID:

NAME:

POSITION:

TELEPHONE:

E-MAIL ADDRESS:

ALTERNATIVE POINT OF CONTACT:

NAME:

POSITION:

TELEPHONE:

E-MAIL ADDRESS:

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-2 - CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
2. Each person signing this Bid shall also certify that:
 - a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-3 - ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following Amendments to Invitation for Bid No IFB CO-13500-NRF have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-4 - CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(Company Name) has read and fully understands the requirements of this Invitation for Bid (IFB) and that the Bid recognises these requirements in total.

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-5 - 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 and Title

.....
Company

ANNEX A-6 - CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-7 - 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 and Title

.....
Company

ANNEX A-8 - DISCLOSURE OF REQUIREMENTS FOR THE NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorised representative of[*Company Name*], certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my subcontractors, to be executed by the NCI Agency as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows: [*if none please indicate*]
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see...[*indicate location of data or N/A*]..... These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see ...[*indicate location of data or N/A*]...
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted bid to be non-compliant with the requirements of the IFB;
6. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

**ANNEX A-9 - CERTIFICATE OF AQAP 2110 OR ISO 9001:2008 OR
EQUIVALENT COMPLIANCE**

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

A copy of the certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

**ANNEX A-10 - CERTIFICATION OF NATO MEMBER COUNTRY
ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND
INTELLECTUAL PROPERTY RIGHTS**

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, 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 provided and replaced as an entity)*; and
- (c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX A-11 - LIST OF PROSPECTIVE SUB-CONTRACTORS

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

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

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

.....

Date

.....

Signature of Authorised Representative

.....

Printed Name and Title

.....

Company

ANNEX A-12 – CERTIFICATE OF BIDDER BACKGROUND IPR

I, the undersigned, as an authorised representative of Bidder (*insert company name*), warrant, represent, and undertake that:

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

Item	Description

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.

- c. The Background IPR stated above complies with the terms specified in Clause 10 of the Contract Special Provisions.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-13 – CERTIFICATE OF SUBCONTRACTOR IPR

I, the undersigned, as an authorised representative of Bidder (*insert company name*), warrant, represent, and undertake that:

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

Item	Description

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor's obligations under the Contract

- c. The Subcontractor IPR stated above complies with the terms specified in Clause 10 of the Contract Special Provisions.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX A-14 - CERTIFICATE ON SECURITY CLEARANCE

The Bidder hereby certifies that the proposed personnel have the appropriate Security Clearance required for performance under the prospective Contract or that all necessary actions have been undertaken to ensure that the proposed personnel will be in possession of such Security Clearance at the time of Contract award.

The Bidder hereby certifies that he is fully aware that resulting contract will require the Contractor to handle and store classified material to the level of "NATO RESTRICTED" and that the Contractor shall have the appropriate facility and personnel clearances at the time of Contract award.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-1 – BIDDING SHEETS

PROVIDED AS SEPARATE MS EXCEL FILE!

ANNEX B-2 – BIDDING INSTRUCTIONS

Instructions for the Preparation of Bidding Sheets

1. INTRODUCTION

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.

No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns may be added if multiple currencies are bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided in each worksheet.

Bidders shall insert information in yellow cells.

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.

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.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Should the bid be in other than Euro currency, the award of the contract will be made in the currency or currencies of the bid.

Bidders are advised that formulae are designed to ease evaluation of the bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.

If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the bidders of the update.

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 detail sheets and applied at the unit price level.

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

- Instructions
- Section 1. CLIN Summary sheet
- Section 2. CLIN Price Breakdown sheet

4. COMPLETING SECTION 1 (CLIN Summary Sheet)

Section 1 corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Work Package (WP) included in the contract is represented by a detailed schedule showing the Contract Line Items (CLINs) included within the scope of the Work Package (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

4.1 Filling the CLIN Summary Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown sheets). The detailed bidding sheets are broken down in to the categories listed in Section 5. Bidders are expected to aggregate the prices in the detailed bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the same corresponding CLIN.

Bidders shall make sure that they have filled all delivery dates in yellow and that these dates comply with the time limits specified in each worksheet and are in accordance with the dates proposed in the proposed Project Master Schedule (Book II, SOW, Annex B).

5. COMPLETING SECTION 2 (CLIN Price Breakdown Sheets)

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 Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency in the header of the Sheets if necessary.

5.1. 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.

(1) 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.

(2) 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.

(3) The bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)

(5) The bidder shall provide unit prices that shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the MATERIAL LABOUR OVERHEAD sections of the detailed bidding sheet to the total cost of material.

5.2 DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed.

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.

5.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed

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.

5.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate.

Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

5.5 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.

6. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN and should match the price entered in the corresponding CLIN Summary sheet in Section 1 of the bidding sheets.

**ANNEX C – CROSS REFERENCE / COMPLIANCE TABLE
(SEE NEXT PAGE)**

ANNEX C: CROSS REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “**BID REFERENCE**” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (*if applicable*), page number etc. Please use the table below as a style template for your Cross Reference/Compliance Table.

One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Administration Package, as well as the Technical Proposal Package.

IFB SECTION	SOW REF.	EVALUATION CRITERIA	BID REFERENCE	COMPLIANT
<u>Table Of Contents</u> Paragraph 3.6.1	n/a	Paragraph 4.4.1	<i>Bidder to complete</i>	<i>Bidder to indicate “Compliant” or “Non-Compliant”</i>
<u>Executive Summary</u> Paragraph 3.6.2	n/a	Paragraph 4.4.2	<i>Bidder to complete</i>	<i>Bidder to indicate “Compliant” or “Non-Compliant”</i>
<u>Part 1: Bidder qualification</u> Paragraph 3.6.3	2.2	Paragraph 4.4.3	<i>Bidder to complete</i>	<i>Bidder to indicate “Compliant” or “Non-Compliant”</i>
<u>Part 2: Project Implementation Plan (PIP)</u> Paragraph 3.6.4	2.3	Paragraph 4.4.4	<i>Bidder to complete</i>	<i>Bidder to indicate “Compliant” or “Non-Compliant”</i>
<u>Part 3: Initial System/Subsystem Design Description (SSDD) (CDD)</u> Paragraph 3.6.5	2.7 (and 3.4)	Paragraph 4.4.5	<i>Bidder to complete</i>	<i>Bidder to indicate “Compliant” or “Non-Compliant”</i>

ANNEX D – BIDDER CLARIFICATION REQUEST FORMAT[See Para 2.6.2 – to be submitted only in MS Excel]

Company name* : _____

CR submission date: _____

Serial No.	IFB Source Document	IFB Para Ref.	Bidder's Question
1	<i>e.g. Book I, Book II, Bidding Instr., SOW, SSS</i>	<i>e.g. para 2.6 CLIN 1.1 Annex A</i>	[Bidder to insert precise and detailed question]

* Identity of questioner will not be revealed to other Bidders.

Schedule of Supplies and Services									
CLIN	Description	SOW Reference	Unit	Qty	Unit Price [Indicate Currency]	Total Price [Indicate Currency]	Required Completion Date [NB1]		Delivery Destination
1	ECM systems against RCIED								
1.1	Vehicular ECM System	Annex A - SRS	SET	3			EDC+41 weeks		Purchaser's facility (Taranto, ITA)
1.2	Static ECM system	Annex A - SRS	SET	3			EDC+41 weeks		Purchaser's facility (Taranto, ITA)
1.3	Vehicle preparation	Annex A - SRS	SET	5			EDC+41 weeks		Contractor's and Purchaser's facilities
1.4	Vehicle integration (onto prepared vehicles)	Annex A - SRS	SET	3			EDC+41 weeks		Contractor's and Purchaser's facilities
1.5	Convoy Protection Planning Tool	Annex A - SRS	SET	1			EDC+41 weeks		Purchaser's facility
1.6	Critical Design Review (CDR)	Para 3.4	EA	1			EDC+19 weeks		Purchaser's facility (The Hague, NLD)
1.7	Factory Acceptance Test (FAT)	Para 8	EA	1			EDC+37 weeks		Contractor's location
1.8	Site Acceptance Test (SAT)	Para 8	EA	1			EDC+43 weeks		Purchaser's facility (Taranto, ITA)
1.9	Final System Acceptance (FSA)	Para 8.11	EA	1			EDC+51 weeks		Purchaser's facility (Taranto, ITA)
1.1	Transportation	Para 7.4	ALL	1			EDC+41 weeks		Purchaser's facility (Taranto, ITA)
Total Price CLIN 1									
2	Training								
2.1	Operator Training - ECM System	Para 10.3	ALL	1			EDC+42 weeks		Purchaser's facility (Europe)
2.2	Maintenance Training - ECM System	Para 10.3	ALL	1			EDC+42 weeks		Purchaser's facility (Europe)
2.3	Train the Trainer - ECM System	Para 10.3	ALL	1			EDC+46 weeks		Purchaser's facility (Europe)
2.4	Training Materials and Documentation (including TNA Report and COTS manuals)	Para. 9.8, Para. 10.6	SET	1			EDC+36Wks	EDC+41Wks	Purchaser's facility (The Hague, NLD)
Total Price CLIN 2									
3	Documentation, Project Management and ILS						Initial Version	Final Version	
3.1	Project Implementation Plan	Para 2.3 - 2.14, 3.2-3.4, 4.1.2, 5.3, 6.6, 7.2, 9.2, 10.2	EA	1			EDC+6Wks	EDC+11Wks	Purchaser's facility (The Hague, NLD)
3.2	Acceptance Test Procedures, Test Data Sheets and Test Reports (FAT, SAT, FSA)	Para 8.7 - 8.9	SET	1			EDC+6Wks	EDC+35Wks	Purchaser's facility (The Hague, NLD)
3.3	Technical Documentation	Para. 9.1	SET	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
3.4	Formal Progress Reports	Para 2.6.6	ALL	1			n/a	Per SOW 2.6.6	Purchaser's facility (The Hague, NLD)
3.5	Project Management Reviews	Para. 2.6	ALL	1			n/a	Per SOW 2.6	Contractor's and Purchaser's facilities
3.6	Integrated Logistic Support (ILS)	Para. 7	EA	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
3.6.1	Material Data Sheet (MDS)	Para. 7.4.19	EA	1			n/a	Per SOW 7.4.19	Purchaser's facility (The Hague, NLD)
3.6.2	Transportation Report	Para 7.4.9	SET	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
3.6.3	Packaging, handling, storage & transportation (PHS&T) documentation (Notices of Shipment, Packing Lists, Form 302 requests, Bar code catalogues)	Para 7	SET	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
3.6.4	Quality Assurance (QA) Log	Para 5.3.6	SET	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
3.6.5	Functional Configuration Audit (FCA), Physical Configuration Audit (PCA) (including FCA and PCA Reports)	Para 6.10.3	SET	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
3.6.6	CSA Reports and CSA Database	Para 6.9	SET	1			EDC+6Wks	EDC+51Wks	Purchaser's facility (The Hague, NLD)
Total Price CLIN 3									
4	Warranty and Support								
4.1	Initial spares to be self-sufficient for a 30-day deployment	Para. 7.4	SET	1			EDC+41 weeks		Purchaser's facility (Taranto, ITA)
4.2	Tools and test equipment to support maintenance	Para 7.4	SET	1			EDC+41 weeks		Purchaser's facility (Taranto, ITA)
4.3	One Year Warranty Support (including O&M Level 3 assistance and Level 4 support) - Commencing at FSA	Para 7.5, 7.3	EA	1			FSA+12 months		Purchaser's facility (Taranto, ITA)
Total Price CLIN 4									
Grand Total Firm Fixed Price CLINs 1 - 4									
NB1: EDC = Effective Date of Contract									
5	OPTION (EVALUATED): Fill development								
5.1	ECM Fill development	Annex A - SRS	SET	2			TBD		Purchaser's facility (Europe)
5.2	ECM Fill validation	Annex A - SRS	SET	2			TBD		Purchaser's facility (Europe)

Total Price Option CLIN 5 (EVALUATED)							
6	OPTION (EVALUATED): ECM systems against RCIED						
6.1	Vehicular ECM System	Annex A - SRS	SET	2		TBD	Purchaser's facility (Taranto, ITA)
6.2	Static ECM system	Annex A - SRS	SET	1		TBD	Purchaser's facility (Taranto, ITA)
6.3	Vehicle preparation	Annex A - SRS	SET	5		TBD	Contractor's and Purchaser's facilities
6.4	Vehicle integration (onto prepared vehicles)	Annex A - SRS	SET	2		TBD	Purchaser's facility (Taranto, ITA)
Total Price Option CLIN 6 (EVALUATED)							
7	OPTION (EVALUATED): Warranty and Support (O&M) - CLIN 1						
7.1	Operation and Maintenance Support (Level 3 - assistance)	Para 7.3					
7.1.1	Operation and Maintenance Support (Level 3 - assistance) - Year 2	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.1.2	Operation and Maintenance Support (Level 3 - assistance) - Year 3	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.1.3	Operation and Maintenance Support (Level 3 - assistance) - Year 4	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.1.4	Operation and Maintenance Support (Level 3 - assistance) - Year 5	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.1.5	Operation and Maintenance Support (Level 3 - assistance) - Year 6	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.1.6	Operation and Maintenance Support (Level 3 - assistance) - Year 7	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.1.7	Operation and Maintenance Support (Level 3 - assistance) - Year 8	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2	Operation and Maintenance Support (Level 4)	Para 7.3				TBD	
7.2.1	Operation and Maintenance Support (Level 4) - Year 2	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2.2	Operation and Maintenance Support (Level 4) - Year 3	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2.3	Operation and Maintenance Support (Level 4) - Year 4	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2.4	Operation and Maintenance Support (Level 4) - Year 5	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2.5	Operation and Maintenance Support (Level 4) - Year 6	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2.6	Operation and Maintenance Support (Level 4) - Year 7	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.2.7	Operation and Maintenance Support (Level 4) - Year 8	Para 7.3	EA	1		TBD	Purchaser's facility (Europe)
7.3	Operational Support for 90 days	Para 7.3.4	EA	1		TBD	Deployment Location
7.4	ECM fill development and validation (Year 2 to Year 8)	Annex A - SRS	EA	1		TBD	Purchaser's facility (Europe)
Total Price Option CLIN 7 (EVALUATED)							
UNEVALUATED OPTIONS CLINS 8.1 through 10.4.8							
8	OPTION (NON-EVALUATED): Additional Training						
8.1	Operator Training - ECM System	Para 10.3	ALL	1		TBD	Purchaser's facility
8.2	Maintenance Training - ECM System	Para 10.3	ALL	1		TBD	Purchaser's facility
8.3	Train the Trainer - ECM System	Para 10.4	ALL	1		TBD	Purchaser's facility
Total Price Option CLIN 8 - (NON-EVALUATED)							
9	OPTION (NON-EVALUATED): Additional ECM systems against RCIED						
9.1	Static ECM System	Annex A - SRS	SET	1		TBD	Purchaser's facility
9.2	Vehicular ECM System	Annex A - SRS	SET	1		TBD	Purchaser's facility
9.3	Vehicle preparation	Annex A - SRS	SET	1		TBD	Purchaser's facility
9.4	Vehicle integration	Annex A - SRS	SET	1		TBD	Purchaser's facility
Total Price Option CLIN 9 (NON-EVALUATED)							
10	OPTION (NON-EVALUATED): Additional Warranty and Support (O&M) - CLIN						
10.1	Operation and Maintenance Support (Level 1)	Para 7.3					
10.1.1	Operation and Maintenance Support (Level 1) - Year 2	Para 7.3	EA	1		TBD	Purchaser's facility
10.1.2	Operation and Maintenance Support (Level 1) - Year 3	Para 7.3	EA	1		TBD	Purchaser's facility
10.1.3	Operation and Maintenance Support (Level 1) - Year 4	Para 7.3	EA	1		TBD	Purchaser's facility
10.1.4	Operation and Maintenance Support (Level 1) - Year 5	Para 7.3	EA	1		TBD	Purchaser's facility
10.1.5	Operation and Maintenance Support (Level 1) - Year 6	Para 7.3	EA	1		TBD	Purchaser's facility
10.1.6	Operation and Maintenance Support (Level 1) - Year 7	Para 7.3	EA	1		TBD	Purchaser's facility
10.1.7	Operation and Maintenance Support (Level 1) - Year 8	Para 7.3	EA	1		TBD	Purchaser's facility
10.2	Operation and Maintenance Support (Level 2)	Para 7.3					
10.2.1	Operation and Maintenance Support (Level 2) - Year 2	Para 7.3	EA	1		TBD	Purchaser's facility
10.2.2	Operation and Maintenance Support (Level 2) - Year 3	Para 7.3	EA	1		TBD	Purchaser's facility
10.2.3	Operation and Maintenance Support (Level 2) - Year 4	Para 7.3	EA	1		TBD	Purchaser's facility
10.2.4	Operation and Maintenance Support (Level 2) - Year 5	Para 7.3	EA	1		TBD	Purchaser's facility

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10.2.5	Operation and Maintenance Support (Level 2) - Year 4	Para 7.3	EA	1			TBD	Purchaser's facility
10.2.6	Operation and Maintenance Support (Level 2) - Year 7	Para 7.3	EA	1			TBD	Purchaser's facility
10.2.7	Operation and Maintenance Support (Level 2) - Year 8	Para 7.3	EA	1			TBD	Purchaser's facility
10.3	Operation and Maintenance Support (Level 3)	Para 7.3						
10.3.1	Operation and Maintenance Support (Level 3) - Year 2	Para 7.3	EA	1			TBD	Purchaser's facility
10.3.2	Operation and Maintenance Support (Level 3) - Year 3	Para 7.3	EA	1			TBD	Purchaser's facility
10.3.3	Operation and Maintenance Support (Level 3) - Year 4	Para 7.3	EA	1			TBD	Purchaser's facility
10.3.4	Operation and Maintenance Support (Level 3) - Year 5	Para 7.3	EA	1			TBD	Purchaser's facility
10.3.5	Operation and Maintenance Support (Level 3) - Year 6	Para 7.3	EA	1			TBD	Purchaser's facility
10.3.6	Operation and Maintenance Support (Level 3) - Year 7	Para 7.3	EA	1			TBD	Purchaser's facility
10.3.7	Operation and Maintenance Support (Level 3) - Year 8	Para 7.3	EA	1			TBD	Purchaser's facility
10.4	Operator Support	Para 7.3						
10.4.1	Operator Support - Year 1	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.2	Operator Support - Year 2	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.3	Operator Support - Year 3	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.4	Operator Support - Year 4	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.5	Operator Support - Year 5	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.6	Operator Support - Year 6	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.7	Operator Support - Year 7	Para 7.3	EA	1			TBD	Purchaser's facility
10.4.8	Operator Support - Year 8	Para 7.3	EA	1			TBD	Purchaser's facility
Total Price Option CLIN 10 (NON-EVALUATED)								

NATO COMMUNICATIONS AND INFORMATION AGENCY



AMD 1 TO IFB-CO-13500-NRF

**PROVIDE COUNTER – IMPROVISED EXPLOSIVE
DEVICE (C-IED) CAPABILITY PACKAGE TO THE
NATO RESPONSE FORCE (NRF)**

**Electronic Countermeasure (ECM) capability
against Radio Controlled IED (RCIED)**

BOOK II – PART II

CONTRACT SPECIAL PROVISIONS

VERSION IFB **AMD 1**

NATO UNCLASSIFIED (NATO RESTRICTED
WHEN PART IV, ANNEX A ATTACHED)

NATO UNCLASSIFIED
(NATO RESTRICTED WHEN PART IV, ANNEX A
ATTACHED)

AMD 1 TO IFB-CO-13500-NRF
Part II - Contract Special Provisions

**PART II
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1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCIA CONTRACT GENERAL PROVISIONS

Clause 9 "*PARTICIPATING COUNTRIES*" of the NCI AGENCY Contract General Provisions is augmented by Clause 3 "*PARTICIPATING COUNTRIES*".

Clause 10 "*SUB-CONTRACTS*" of the NCI AGENCY Contract General Provisions is modified by Clause 4 "*REVISED SUB-CONTRACT THRESHOLDS*".

Clause 13 "*PURCHASER FURNISHED PROPERTY*" of the NCI AGENCY Contract General Provisions is replaced by Clause 12 "*PURCHASER FURNISHED EQUIPMENT (PFE)*".

Clause 19 "*PRICING OF CHANGES, AMENDMENTS AND CLAIMS*" of the NCI AGENCY Contract General Provisions is augmented by Clause 6 "*PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS*".

Clause 25 "*INVOICES AND PAYMENT*" of the NCI AGENCY Contract General Provisions is augmented by Clause 7 "*INVOICES AND PAYMENT*".

Clause 38 "*LIQUIDATED DAMAGES*" of the NCI AGENCY Contract General Provisions is replaced by Clause 8 "*LIQUIDATED DAMAGES*".

Clause 30 "*INTELLECTUAL PROPERTY*" of the NCI AGENCY Contract General Provisions is replaced by Clause 10 "*INTELLECTUAL PROPERTY*".

Clause 27 "*WARRANTY OF WORK (EXCLUSIVE OF SOFTWARE)*" and Clause 31 "*SOFTWARE WARRANTY*" of the NCI AGENCY Contract General Provisions is augmented by Clause 22 "*WARRANTY*".

Clause 3 "*AUTHORITY*" of the NCI AGENCY Contract General Provisions is augmented by Clause 26 "*TECHNICAL DIRECTION*".

Clause 32 "*NATO Codification*" of the NCI AGENCY Contract General Provisions is deleted and not applicable to this Contract.

2. SCOPE OF WORK

The Contractor shall deliver Commercial-Off-The-Shelf (COTS) and Military-Off-The-Shelf (MOTS) hardware and software to provide vehicular and static Electronic Countermeasure (ECM) systems against Radio Controlled Improvised Explosive Devices (RCIEDs). The effort will include the integration of the vehicular ECM systems into Purchaser provided armoured vehicles,

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installation of antenna suites and control units, overall system testing and verification, training, warranty and logistics support packages. In addition, the Purchaser shall have the right to exercise contract options for additional warranty coverage, operational support, and equipment maintenance.

3. PARTICIPATING COUNTRIES

3.1 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

3.2 The term "Participating Country" as used herein means one of the 28 contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE 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.

3.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

4. REVISED SUB-CONTRACT THRESHOLDS

4.1 Clause 10 of the NCI Agency Contract General Provisions, "*Sub-Contracts*", is hereby modified to raise the indicated sub-contract notification and approval thresholds **from:** 15% of the total contract value **to:** 30% of the total contract value.

4.2 All other requirements of Clause 10 of the Contract General Provisions remain unmodified.

5. TRANSPORTATION OF EQUIPMENT

In accordance with Clause 20 of the Contract General Provisions, all supplies covered under this Contract, including Purchaser Furnished Equipment (PFE) and items shipped under warranty for repair or otherwise, shall be transported to and from all delivery destinations as noted in the contract Schedule of Supplies and Services at the full responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, insurance, customs, duties, accessorial or any other charges involved in such transporting of supplies.

6. PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS

6.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes

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within the scope of any Contract or Task Order, in accordance with Clause 16 (Changes) of the Contract General Provisions.

6.2 Changes, modifications, follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex to the Contract General Provisions.

6.3 Contractor cost proposal preparation and negotiation costs for all proposed or executed contract changes shall be provided at no additional cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

6.4 The pricing information contained in the cost breakdown sheets submitted as part of the Contractor's proposal will constitute the reference basis for any future changes to this Contract.

7. INVOICES AND PAYMENT

7.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.

7.2 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

7.3 No payment will be made for additional items delivered that are not specified in the contractual document.

7.4 The invoice amount is exclusive of VAT and exclusive of all Taxes and Duties in accordance with Clause 26 (Taxes and Duties) of the Contract General Provisions.

7.5 The Purchaser shall not bear any liability related to financial guarantees, which the Contractor is required to provide under this Contract.

7.6 The Purchaser is released from paying any interest resulting from any reason whatsoever.

7.7 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number (CO-13500-NRF), Purchase Order number *[TBD]*, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the Schedule of Supplies and Services.

7.8 The invoice shall contain the following certificate:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above

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mentioned services have been rendered and the payment therefore has not been received.”

The certificate shall be signed by a duly authorised company official on the designated original.

7.9 Invoices shall be submitted to:

NCI Agency

Financial Management

Bâtiment Z

Avenue du Bourget 140

1110 Brussels

Belgium

OR

shall be addressed to NCI Agency Financial Management at the following e-mail address:

NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT

7.10 The Purchaser will make payment within forty-five (45) days of receipt by the Purchaser of a properly prepared and documented invoice.

7.11 The Contractor shall be entitled to submit invoices and payment in accordance with the following Payment Events schedule:

7.11.1 Upon successful Purchaser confirmed Critical Design Review (CDR) (all systems):

- 80 % of the total value of CLIN 1.5.

7.11.2 Upon successful Purchaser confirmed Factory Acceptance Test (FAT) (all systems):

- 20 % of the total value of CLIN 1.5,
- 80 % of the total value of CLIN 1.6.

7.11.3 Upon successful Purchaser confirmed Site Acceptance Test (SAT) (all systems):

- 20 % of the total value of CLIN 1.6,
- 80 % of the total value of CLIN 1.7.

7.11.4 Upon Purchaser confirmed physical delivery of all documentation, hardware, software, consumables, and spares associated with CLIN 1 to

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CLIN 5.1 and 5.2 to NATO Storage Depot location (Southern Operational Centre (SOC), Taranto, Italy):

- 20 % of the total value of CLIN 1.7,
- 80 % of the total value of CLIN 1.1, CLIN 1.2, CLIN 1.3, and CLIN 1.4,
- 100% of the total value of CLIN 1.9,
- 80 % of the total value of CLIN 3,
- 80 % of the total value of CLIN 4.1 and CLIN 4.2.

7.11.5 Upon successful Purchaser confirmed Training delivery (all types):

- 80 % of the total value of CLIN 2,

7.11.6 Upon successful Purchaser confirmed Final System Acceptance (FSA) (all systems):

- 20 % of the total value of CLIN 1.1, CLIN 1.2, CLIN 1.3, and CLIN 1.4,
- 100 % of the total value of CLIN 1.8,
- 20 % of the total value of CLIN 2,
- 20 % of the total value of CLIN 3,
- 20 % of the total value of CLIN 4.1 and CLIN 4.2.

7.11.7 Warranty and Support:

- CLINs 4.3 – 25% of the total CLIN value every quarter in arrears.

7.11.8 ECM Fill Development (OPTION):

- CLINs 5 – 100% of CLIN value upon Purchaser confirmed successful completion of ECM fill development and validation.

7.11.9 ECM systems against RCIED (OPTION):

- CLINs 6 – 100% of CLIN value upon Purchaser confirmed successful delivery and integration of ECM systems.

7.11.10 Warranty and support (O&M Level 3 and Level 4) (OPTION):

- CLINs 7 – 25% of the total CLIN value every quarter in arrears.

7.11.11 Additional ECM systems against RCIED (OPTION):

- CLINs 9 – 100% of CLIN value upon Purchaser confirmed successful delivery and integration of ECM systems.

7.11.12 Additional Training (OPTION):

- CLINs **8** – 100% of CLIN value upon Purchaser confirmed successful delivery of the Training.

7.11.13 Additional Warranty and Support (OPTION):

- CLINs 10 – 25% of the total CLIN value every quarter in arrears.

8. LIQUIDATED DAMAGES

8.1 If the Contractor fails to:

8.1.1 meet the delivery schedule of the Deliverables or any major performance milestones specified in the Schedule of Supplies and Services to this Contract, or any extension thereof, or

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in Clause 7 of the Contract Special Provisions.

8.2 In addition to the liquidated damages referred to in Clause 8.1, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default) of the Contract General Provisions. In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 39.5 (Termination for Default) of the Contract General Provisions.

8.3 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) of the Contract General Provisions. In such event, subject to the provisions of Clause 41 (Disputes) of the Contract General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

8.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 8.1.2 above to a maximum of 20% of the total payment amount for each Payment Event as scheduled in 7.11 (a), (b), and (c). The aggregate sum of liquidated damages which may be applied for the total Contract will not exceed 15% of the value

of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required. Application of liquidated damages for any exercised Contract Options will be as specified in the written amendment to the Contract exercising the Option.

8.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:

- a) By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
- b) By proceeding against any surety
- c) By reclaiming such damages through appropriate legal remedies.

8.6 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.

9. PURCHASER USE OF THIRD PARTIES

9.1 The Purchaser shall have the right to use third parties, including commercial entities, to assist it in the management of this Contract and the evaluation of the Contractor's performance.

9.2 The Contractor shall permit such third parties full and free access to its premises, and all data (including software), deliverable and non-deliverable, generated and/or used under this Contract, as and when required for the purposes of monitoring this Contract and shall ensure the same right of access to the premises of its subcontractors, by the inclusion of any such subcontracts of a provision substantially as set forth in this clause.

9.3 The Contractor shall have no rights to raise claims, ask for delays or interrupt the performance of the contract on the basis of, or in connection with, the presence of third parties running parallel work on or related to this Project.

10. INTELLECTUAL PROPERTY

This Clause replaces in its entirety Clause 30 (Intellectual Property) of the Contract General Provisions.

10.1 Purchaser Background IPR

10.1.1 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.

10.1.2 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.

10.1.3 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

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is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

10.2 Contractor Background IPR

10.2.1 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.

10.2.2 With the exception of COTS, 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. With the exception of COTS, 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.

10.3 Foreground IPR

10.3.1 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.

10.3.2 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 10.3.1 above.

10.3.3 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.

10.3.4 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.

10.3.5 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 Contractor support 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.

10.3.6 The Contractor shall:

10.3.7 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

10.3.8 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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10.3.9 The Contractor undertakes:

10.3.10 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and

10.3.11 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.

10.3.12 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).

10.4 Third Party IPR

10.4.1 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 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.

10.4.2 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.

10.4.3 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 without the prior written approval of the Purchaser. The Contractor shall inform the Purchaser in advance of any restrictions on the Purchaser's use. The Contractor shall ensure that the Purchaser is granted a license in line with the requirements of the Contract.

10.4.4 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.

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10.4.5 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. 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 (e.g. post-back obligations).

10.5 Subcontractor IPR

10.5.1 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.

11. SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

11.1 If any supplemental agreements, documents and permissions are introduced after Contract award, the execution of which by the Purchaser is/ are required by national law or regulation, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

11.2 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.

12. PURCHASER FURNISHED EQUIPMENT (PFE)

12.1 The term "Purchaser Furnished Equipment" (PFE) as used in this Clause refers to items of equipment, material, data or property furnished by the Purchaser to the Contractor which shall be subject to overhaul, repair, modification, test, embodiment or other work as specified in the Contract to be performed by the Contractor.

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12.2 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, PFE described in Part 5 of the Contract together with such related data and information as the Contractor may request and as may be reasonably required, on an "as-is" basis. The Purchaser makes no warranty whatsoever with respect to PFE or related data and information furnished "as-is". In the event that PFE is not delivered or made available by such time or times stated in the Contract, 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 the procedures of the "Changes" Clause hereof.

12.3 Changes in Purchaser Furnished Equipment.

12.3.1 The Purchaser may, by written notice pursuant to the procedures of the "Changes" Clauses of this Contract:

12.3.1.1 Decrease the PFE provided or to be provided under this Contract, or,

12.3.1.2 Substitute other PFE for the property to be provided by the Purchaser or to be acquired by the Contractor for the Purchaser under this Contract,

12.3.1.3 The Contractor shall promptly take such action as the Purchaser may direct regarding the removal, shipment, or disposal of the Equipment covered by this notice.

12.4 Upon the Contractor's written request, the Purchaser will make an equitable adjustment pursuant to the procedures of the "Changes" Clauses, if the Purchaser has agreed in the Schedule of Supplies and Services to make such equipment available for performing this Contract and there is any:

12.4.1 Decrease or substitution in this equipment pursuant to subparagraph 12.3.1 above; or

12.4.2 Withdrawal of authority to use equipment, if provided under any other Contract provision.

12.5 Title to Purchaser Furnished Equipment shall remain in the Purchaser in accordance with the Clause "Ownership And Title".

12.6 The PFE as described above and in the Clause "Ownership And Title" shall be used only for performing this Contract, unless otherwise provided in this Contract or approved by the Purchaser.

12.7 Property Administration. The Contractor shall be responsible, accountable and maintain adequate property control records and establish/maintain a programme for the use, maintenance, repair, protection, and preservation of all PFE in accordance with sound industrial practice.

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12.8 Equitable adjustment. When this Clause specifies an equitable adjustment, it shall be made to any affected Contract provision in accordance with the procedures of the Changes Clause. When appropriate, the Purchaser may initiate an equitable adjustment in favour of the Purchaser. The right to an equitable adjustment shall be the Contractor's exclusive remedy.

12.9 The Purchaser shall not be liable to action for breach of Contract for:

12.9.1 Any delay in delivery of PFE;

12.9.2 Delivery of PFE in an "as is" condition;

12.9.3 A decrease in or substitution of PFE; or

12.9.4 Failure to repair or replace Purchaser Equipment for which the Purchaser is responsible.

12.10 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 Equipment not consumed in the performance of this Contract or not theretofore returned to the Purchaser. The Contractor shall prepare for shipment, deliver "Delivery Duty Paid" (DDP), INCOTERMS 2000, or otherwise dispose of PFE 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 in such other manner as the Purchaser may direct.

12.11 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 PFE. 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 PFE.

13. SECURITY

13.1 The security classification of this Contract in its entirety is NATO RESTRICTED. The security classification of the Contract is downgraded to NATO UNCLASSIFIED when separated from Part IV, SOW – Annex A SRS (NR) which is classified as NATO RESTRICTED at all times.

13.2 In the performance of all works under this Contract it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO and National security regulations as implemented by the Purchaser and by the local authorities.

13.3 Contractor and/or Subcontractor personnel employed under this Contract that will require access to locations, such as sites and headquarters, where classified material and information up to and including "NATO

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SECRET” are handled shall be required to have a NATO security clearance up to this level.

13.4 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations.

13.5 The Contractor will be required to handle and store classified material at his facility to the level of “NATO RESTRICTED”.

13.6 It shall be the Contractor’s responsibility to obtain the appropriate personnel and facility clearances to the levels stated in the preceding paragraphs and to have such clearances confirmed to the Purchaser by the relevant National security authority for the duration of the Contract in its entirety.

13.7 Failure to obtain or maintain the required level of security for Contractor personnel and facilities for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 39 (Termination for Default) of the Contract General Provisions.

13.8 The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

14. KEY PERSONNEL

14.1 The designated Contractor personnel fulfilling the roles as described in Statement of Work (SOW) Section 3.1.2 are considered Key Personnel for successful Contract performance and are subject to the provisions of this Clause as set forth in the following paragraphs. Key Personnel minimum experience, academic, technical and security requirements as reflected in the SOW shall remain as valid requirements for the life of this contract.

14.2 The following individuals are identified as Key Personnel under this Contract:

Role	Name
Contractor Project Manager (CPM)	[To be completed at award]
Contractor Technical Lead (CTL)	[To be completed at award]

14.3 Under the terms of this Clause, Key Personnel shall be assigned by the Contractor to perform the work under this Contract as their primary and overriding responsibility and may not be voluntarily diverted by the Contractor to perform work outside the Contract should other duties come into conflict with the work to be performed under the Contract. In cases where the

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Contractor has no control over the individual's non-availability (e.g. resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser immediately of a change of Key Personnel and offer a substitute with equivalent qualifications at no additional costs to the Purchaser within 21 days of the date of knowledge of the prospective vacancy.

14.4 The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted and must meet the minimum qualifications and required skills cited in the attached Statement of Work.

14.5 In the event of a substitution of any Key Personnel listed above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate full details of professional and educational background, and evidence that the personnel is qualified in pertinent Contract related areas per Section 4.4.8 and Annex C of the SOW.

14.6 The Purchaser reserves the right to interview any Contractor personnel proposed in substitution of previously employed Contractor Key Personnel to verify their language skills, experience and qualifications, and to assess technical compliance with the requirements set forth in Section 4.4.8 and Annex C of the SOW.

14.6.1 The interview, if required, may be conducted as a telephone interview, or may be carried out at the Purchaser's premises in Brussels, Belgium or Den Haag, The Netherlands.

14.6.2 If, as a result of the evaluation of the CV and/or interview the Purchaser judges that the proposed replacement Key Personnel does not meet the required skills levels, he shall have the right to request the Contractor to offer another qualified individual in lieu thereof.

14.6.3 All costs to the Contractor associated with the interview(s) shall be borne by the Contractor, independently from the outcome of the Purchaser's evaluation.

14.7 The Purchaser Contracting Authority will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent.

14.8 Furthermore, even after acceptance of Contractor personnel on the basis of his/her CV and/or interview, the Purchaser may require the Contractor immediately to cease to employ any of the above named Key Personnel under the present contract if, in the sole opinion of the Purchaser, the individual is not meeting the required level of competence and/or his/her employment as Key Personnel is considered undesirable. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and

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the Contractor shall propose and make qualified substitute Key Personnel available within ten (10) working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision. The Purchaser's removal of Contractor Key Personnel shall in no way relieve the Contractor of his responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility of the Purchaser.

14.9 In those cases where, in the judgement of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Clause may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract as provided under Clause 39 (Termination for Default) of the Contract General Provisions.

15. INDEPENDENT CONTRACTOR

15.1 The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

15.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractors personnel employed under this Contract are not eligible for any diplomatic privileges, logistics support privileges, or for NATO employee benefits.

16. RESERVED

17. CARE AND DILIGENCE OF PROPERTY

17.1 The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment, and vegetation (such as trees, shrub and grass) on the work site.

17.2 If the Contractor damages any such buildings, walls, equipment or vegetation on the work site, he shall fix or replace the damage as directed by the Purchaser and at no expense to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

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

17.4 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On

completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

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

18.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.

18.2 Specifically, personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract.

19. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

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

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

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

- a) based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
- b) otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

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

20. ADDITIONAL CONTRACT TASKS AND OPTIONS

20.1 The tasks identified in the Contract Schedule of Supplies and Services as Options (if any) are to be intended as options to be exercised by the Purchaser and at his sole discretion. The Purchaser shall have the right to exercise any of the listed priced options multiple times at his discretion any time during the performance of the Contract and up to its conclusion at the unit prices listed in the Schedule of Supplies and Services.

20.2 As the prices of Optional CLINs listed in the Contract Schedule of Supplies and Services (if any) were not part of the evaluation for Contract award, at the time of exercise of the Options, the Purchaser shall have the right to renegotiate those listed prices on the basis of detailed cost and price data to be provided by the Contractor as per the Contract terms.

20.3 Should any options be exercised, the Purchaser will increase the firm fixed price of the Contract via a formal Contract Amendment by the amount of the line items so exercised and the period of performance of the Contract will be extended as mutually agreed when necessary.

20.4 In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.

20.5 In addition to the specific Contract options as identified above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or deliverables, listed or not, either occasionally or at a further stage in the life of the project, which he deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the "Summary Price" rates provided by the Contractor as part of his proposal and included in this Contract by reference.

20.6 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

20.7 The pricing information contained in the cost breakdown sheets submitted as part of the Contractor's proposal will constitute the reference basis for any future changes to this Contract.

20.8 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

21. SOFTWARE

The Purchaser reserves the right to exclude from the awarded Contract the purchase of software licenses for which NATO has established centralized Contracts. In this case, the Contract terms, schedule and prices will be

modified accordingly, and the software licenses will be provided to the Contractor in the form of "Purchaser Furnished Equipment". Any Purchaser excess cost resulting from exclusion of software licenses from the awarded contract are not recoverable under Contract General Provision 40, *"Termination for the Convenience of the Purchaser"*.

22. WARRANTY

22.1 Clause 27 (Warranty of Work) and Clause 31 (Software Warranty) of the Contract General Provisions are supplemented with the following:

22.1.1 The warranty period for all hardware shall be 1 (one) year from the Final Systems Acceptance (FSA).

22.1.2 The warranty period for all software shall be 1 (one) year from FSA.

23. OBSOLESCENCE

23.1 It is the responsibility of the Contractor to ensure that adequate supplies of replacement parts and equipment are available to perform the services for the duration of the Period of Performance. It is recognised that in some cases, the end of production of certain items of hardware and/or the end of support for certain software and software tools may occur suddenly and/or with limited or no warning. In the case where limited or no warning has been provided or where the acquisition of logistics stocks is not an adequate response, the Contractor shall notify the Purchaser of the event in writing as early as practicable after the Contractor has first knowledge. The notification shall provide a brief description of the nature of the event and the potential impact of the event on the ability of the Contractor to meet the performance requirements of the SOW. The Contractor shall further provide recommendations in the form of one or more Engineering Change Proposals (ECPs) as to the solution(s) to the potential impacts. These recommendations shall provide a full life cycle cost of implementation and support as well as the technical risks and impacts involved if the solution(s) or each of the solutions were implemented (trade off analysis).

23.2 ECPs issued pursuant to this Clause may also include proposals for Optimisation as set forth in Clause 24 below.

23.3 After review and analysis, the Purchaser will inform the Contractor of the acceptance of one or more ECP(s) and the changes and the agreed adjustment to the price of the Contract which will be incorporated into the Contract by formal Amendment. Such adjustment shall cover the Contractor's cost associated to the in depth obsolescence study when applicable. The Purchaser may also decide to take no action and accept the impact on system performance/supportability as detailed by the Contractor. In such a case, an Amendment to the Contract will be executed changing the aspects of the SOW as required to reflect the impact of not taking any action, and the

recovery of the cost associated to the in depth obsolescence study if applicable.

24. OPTIMISATION

24.1 The Contractor is encouraged to examine methods and technology that may increase efficient operation and management of the system(s) on which the required services are provided to the Purchaser, thus reducing operating and manpower costs and the overall cost to the Purchaser

24.2 The Contractor may, at any time during the Period of Performance, introduce Engineering Change Proposals (ECPs) offering innovations and/or technology insertion with a view towards reducing the overall cost to the Purchaser.

24.3 Any such ECP submitted shall cite this Clause as the basis of submission and provide the following information:

24.3.1 A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;

24.3.2 A full analysis of the prospective savings to be achieved in both equipment and manpower, including, as appropriate, utility and fuel consumption and NATO manpower, travel, etc.;

24.3.3 A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;

24.3.4 A fully detailed proposal of any capital investment necessary to achieve the savings;

24.3.5 A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

25. CONTRACT ADMINISTRATION

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

25.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI Agency, and his authorised representative.

25.3 Formal letters and communications shall be personally delivered or sent by mail, registered mail, courier, email with return receipt, or other delivery service, to the official points of contact quoted in this Contract.

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25.4 Informal notices and informal communications may be exchanged by any other communications means including telephone and e-mail.

25.5 All notices and communications shall be effective upon receipt.

25.6 Official points of contact are:

PURCHASER

Contractual issues:

NCI Agency – Acquisition
Bâtiment Z
Avenue du Bourget 140
1110 Brussels
Belgium

POC: Peter Kowalski

Fax: +32 2 707 8770

Email: Peter.Kowalski@ncia.nato.int

Technical issues:

NCI Agency – JISR Service Line
JISR
Oude Waalsdorperweg 61,
2597 AK, The Hague
The Netherlands

POC: Cristian Coman

Tel: + 31 70 374 3490

Fax: + 31 70 374 3079

E-mail: Cristian.Coman@ncia.nato.int

CONTRACTOR

Contractual issues:

Company Name
Address

POC:

Tel:

Fax:

E-mail:

Technical issues:

Company Name
Address

POC:

Tel:

Fax:

E-mail:

26. TECHNICAL DIRECTION

26.1 The Contract will be administered by the Purchaser in accordance with the Clause 25 of these Contract Special Provisions entitled "Contract Administration".

26.2 The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part III - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.

26.3 The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance,

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within the general scope of work, in performance of their duties and working schedule.

26.4 Neither the Purchaser's Project Manager as identified in Clause 25 of these Contract Special Provisions, 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 products and services on terms 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.

26.5 Upon receipt of such notification above, the Purchaser's Contracting Authority will:

- a) confirm the effort requested is within scope, or
- b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or
- c) rescind the instructions.

27. CONFLICT OF INTEREST

27.1 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.

27.2 The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser. If, after award of this Contract or any task order herein, the Contractor discovers a conflict of interest with respect to this Contract or task order 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 Purchaser as set forth below.

27.3 If, after award of this Contract or any task order 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

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discretion request additional information from the Contractor, impose mitigation measures, or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

27.4 The Contractor's notice called for in paragraph 28.2 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 Purchaser 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.

27.5 The Contractor has the responsibility of formulating and forwarding a proposed conflict of interest mitigation plan to the Purchaser, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.

27.6 If the Purchaser in its discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser 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 Purchaser has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the Contract.

27.7 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.

NATO COMMUNICATIONS AND INFORMATION AGENCY



AMD 1 TO IFB-CO-13500-NRF

PROVIDE COUNTER – IMPROVISED EXPLOSIVE DEVICE (C-IED) CAPABILITY PACKAGE TO THE NATO RESPONSE FORCE (NRF)

**Electronic Countermeasure (ECM) capability
against Radio Controlled IED (RCIED)**

PHASE I

BOOK II – PART IV

STATEMENT OF WORK

VERSION IFB **AMD 1**

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1 INTRODUCTION

1.1 Purpose

- 1.1.1 This Statement of Work (SOW) describes the responsibilities of and efforts to be performed by the Contractor in satisfying the requirements of the NATO Response Forces (NRF) ECM capability against RCIED Systems Project.
- 1.1.2 The ECM systems will support the NRF missions and will provide protection against RCIED threats. The ECM systems will support the NRF deployable Headquarters (HQs) through a vehicle component (ECM installed on vehicle provided through project Serial 5HQ27203) and a static component (ECM utilised at Entry Control Points). There are no specific locations of deployment specified herein, as the NRF will deploy as a stand-alone or entry force to a crisis response wherever such a crisis arises.
- 1.1.3 The scope of the SOW encompasses the delivery of three (3) Vehicular ECM Systems and three (3) Static ECM Systems.
- 1.1.4 The SOW is comprised of ten (10) chapters and two (2) Annexes that describe, from a technical and project managerial standpoint, the requirements for the Contractor's performance of the Contract. Annex A to the SOW is a separate NATO classified document (NR), which provides the ECM against RCIED **System Requirements Specifications (SRS)**.

1.2 General

- 1.2.1 The Contractor shall provide all necessary resources including services, personnel, utilities, materials, components, supplies and documentation needed to fully accomplish all the tasks described in this SOW (including the SRS annex), to meet the requirements of the ECM System Specification (SS), and to fulfil all other contract provisions.
- 1.2.2 Specifically, the Contractor shall:
 - a. Execute the systems engineering, programme management, security management, quality assurance and configuration management of the Contract;
 - b. Adapt, if necessary, their offered ECM system design to execute the requirements of the technical specification of the Contract, put such design into production, and integrate ECM systems on Purchaser Furnished Equipment (PFE) Vehicles in accordance with the contract. This effort involves system integration, test and evaluation of sub-systems and of the delivered systems;
 - c. Deliver the ECM systems (including the ECM system integrated on PFE Vehicles) to the specified NATO Storage Depot location (Southern Operational Centre (SOC), Taranto, Italy) in accordance with the Contract;

- d. Fully document the design, operation and maintenance of the ECM systems by providing the required manuals, supporting technical data, computer software and drawings as required by the Contract;
- e. Carry out any Integrated Logistic Support (ILS) required by the contract;
- f. Provide an Integrated Logistics Support programme which satisfies the ILS objectives:
 - to influence the design to make it readily supportable, and,
 - to define and organise all physical resources in the in-service phase to sustain the system;
- g. Develop the Integrated Support Plan (ISP), which is the logistics part of the Project Implementation Plan (PIP). The ISP shall explain in detail how the contractor shall fulfil all ILS requirement in this contract (i.e. during project execution until Final System Acceptance - FSA).
- h. Develop the In-Service Support Plan (ISSP) which shall describe in detail the practical instructions necessary for the Purchaser's in-service organisation to operate and maintain the ECM system delivered under this contract (i.e. during in-service phase, after FSA). The ISSP is an essential O&M instructions document.
- i. Train Purchaser personnel in the operation and maintenance of the ECM systems;
- j. Implement and execute Warranty support as required under the Contract.

1.3 Definitions

1.3.1 Throughout the SOW, the following standards and definitions shall apply:

- a. Whenever requirements are stated herein to "include" a group of items, parameters, or other considerations, "include" means "include but not limited to";
- b. Whenever reference is made to a section, tasks, or paragraph, the reference includes all subordinate and referenced paragraphs;
- c. The Contract data to be delivered as a result of performing the tasks prescribed by this SOW are specified in the Schedule of Supplies and Services (SSS).
- d. The term "Contractor" means the entire Contractor/sub-contractor(s) organisation. All requirements in this SOW which would apply to the Contractor's activities apply equally to sub-contractor activities;
- e. The order of the SOW requirements is not intended to specify the order in which they must be carried out unless explicitly stated;

- f. For purposes of the SOW, the term "the Purchaser" means the NCI Agency or its authorised representatives. Where referenced standards, specifications, etc., refer to the "the Government", this shall be construed as to mean "the Purchaser";
- g. In case of inconsistencies, the SOW and Annexes shall have precedence over the Applicable Documents;
- h. the term "Electronic Counter Measures System (ECMS)" as used herein refers to all hardware and software provided, the PFE vehicles, the Convoy Planning Tool, the Fill Development components, the antennae, the cable assembly and any ancillaries required for the sustained operation of this ECM system;
- i. the term "System" applies to the ECM System;
- j. the convention to be used for numbers appearing in textual documents is for a comma to be the thousands separator and a period to be the decimal separator (e.g. 1,365,276.24);
- k. the convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year and not month-day-year;
- l. if not otherwise specified, the services and deliveries will be common and identical for the three (3) Vehicular ECM systems;
- m. if not otherwise specified, the services and deliveries will be common and identical for the three (3) Static ECM systems.
- n. The following conventions apply throughout this SOW and its annexes:
 - Shall – 'is required' mandatory,
 - Should – preferred possibility 'recommended'
 - May – 'is permitted' not obligated,
 - Can – 'is able to' possible not obligated,
 - Must – used to describe unavoidable situations (not a substitute for shall),
 - Will – statement of fact, not in actual requirement.

1.4 Overall Requirements

- 1.4.1 The Contractor shall design, develop, produce and deliver three (3) Vehicular ECM Systems, prepare five (5) Purchaser Furnished vehicles for integration of ECM systems and integrate the Vehicular ECM systems onto three of the vehicles.
- 1.4.2 The Contractor shall design, develop, produce and deliver three (3) Static ECM Systems to counter RCIEDs in the proximity of entry controlled points.

- 1.4.3 The Contractor shall design, develop, produce and deliver one (1) Convoy Planning Tool capability (including hardware and software components as defined in SRS) that can be used to plan ECM operations.
- 1.4.4 The Contractor shall design, develop, produce and deliver one (1) Fill Development Tool Capability (including hardware and software components as defined in SRS) that can be used to produce the fills for both Vehicular and Static ECM systems.
- 1.4.5 The Contractor may be requested through the Purchaser's exercise of Contract options to provide operation and maintenance support to all ECM Systems for a period of up to 7 years after the completion of Warranty.
- 1.4.6 The Contractor shall use, to the maximum extent possible, already qualified COTS products to fulfil the Contract requirements.

1.5 References and Applicable Documents

- 1.5.1 The references and the applicable documents used in this document, including its Annexes are listed in Table 1.

Table 1 References and applicable documents

Number	Title	Application
MIL-STD-882E	System Safety Programme Requirements	Task 101, 102, 103, 401
MIL-STD-464C	Electromagnetic Environmental Effects – Requirements for Systems	All
STANAG 4107, Edition 8	Mutual Acceptance Of Government Quality Assurance And Usage Of The Allied Quality Assurance Publications (AQAP)	
AQAP-2000, Edition 3	NATO Policy On An Integrated Systems Approach To Quality Through The Life Cycle	
AQAP-160, Edition 1	NATO Integrated Quality Requirements For Software Throughout The Life Cycle	
AQAP-169, Edition 1	NATO Guidance On The Use Of AQAP-160	
AQAP-2070, Edition 2	NATO Mutual Government Quality Assurance (QA) Process	
AQAP-2009, Edition 3	Allied Quality Assurance Publication, NATO Guidance on the Use of the AQAP 2000 Series	As applicable to AQAP-2110
AQAP-2105, Edition 2	Allied Quality Assurance Publication, NATO Requirements for Deliverable Quality Plans	All

AQAP-2110, Edition 3	Allied Quality Assurance Publication, NATO Quality Assurance Requirements for Design, Development and Production	All
AQAP-2210, Edition 1	Allied Quality Assurance Publication, NATO Supplementary Software Quality Assurance Requirements to AQAP-2110	All, as stated in AQAP-2210, §1.2 Applicability
ISO 9001:2008	Quality management systems - Requirements	As applicable to AQAP-2110
Bi-SC Directive 75-7	Education and individual training directive	
STANAG 4427 Ed. 3	Configuration Management In System Life Cycle Management	
ACMP-2000, Ed. A, Ver. 1	Policy On Configuration Management	
ACMP-2009, Ed. A, Ver. 1	Guidance On Configuration Management	
ACMP-2100, Ed. A, Ver. 1	Configuration Management Contractual Requirements	
STANREC 4174 Ed. 4	Guidance For Dependability Management	
ADMP-01, Ed. A, Ver. 1	Guidance For Developing Dependability Requirements	
ADMP-02, Ed. A, Ver. 1	Guidance For Managing Dependability In-Service	
ACMP-1 Ed.2	NATO Requirements for the Preparation of Configuration Management Plans	
ACMP-2 Ed.2	NATO Requirements for Configuration Identification	
ACMP-3 Ed.2	NATO Requirements for Configuration Control - Engineering Changes, Deviations and Waivers	
ACMP-4 Ed.2	NATO Requirements for Configuration Status Accounting	
ACMP-5 Ed.2	NATO Requirements for Configuration Audits	
ACMP-6 Ed.2	NATO Configuration Management Terms and Definitions	
ACMP-7 Ed.2	NATO Configuration Management Guidance on the Application of ACMP 1 - 6	
STANAG 6001, Ed. 5	Language Proficiency Levels - <u>ATrainP-5 EDITION A</u>	
ATrainP-5, Ed. A, Ver. 1	Language Proficiency Levels	
AECTP-500	Electrical/Electromagnetic Environmental Tests	
DS 00-56	UK Ministry of Defence - Defence Standard 00-56, Safety Management Requirements for Defence Systems	

AOP 52	NATO Allied Ordnance Publication (AOP) 52, Guidance on Software Safety Design and Assessment of Munitions Related Computing Systems	
ISO/IEC 20000		
ITILv3		
ANNEX A		
STANAG 4370 Ed. 4	NATO standard - Environmental testing	
ITU-R SM.329-7	ITU Recommendation on Spurious Emissions	
SDIP-29	SDIP-29 security guidelines	
ISPM n°15	"International Phytosanitary Measures", ISPM n°15	
PVRT SOW	NATO Support & Procurement Agency (NSPA), "Statement Of Work (Sow) For The Procurement Of Blast And Bullet Proofed Personnel Vehicle Rough Terrain (PVRT)", Capability Package 9A1102, Project 5HQ27203	
AEDP-03	NATO Standard, AEDP-3, "Advanced Data Storage Technology Memory Systems Sanitization Guidance", Edition C, Version 1, December 2014	
STANREC 4756	NATO Standardization Office, "Overview of Inhibition Trial Procedure for Barrage ECM Against Point-to- Point Radio Links", 17 April 2015	
AEP-4756	Allied Engineering Publication, "Overview of Inhibition Trial Procedure for Barrage ECM Against Point-to- Point Radio Links", Edition A, Version 1	
AEODP-11	Allied Explosive Ordnance Disposal Publication, "Guidelines For Interservice Electronic Warfare (EW) Support To Explosive Ordnance Disposal (EOD) On Multinational Deployments, Volume 2", Edition A Version 1, March 2013	

2 PROJECT MANAGEMENT

2.1 Introduction

- 2.1.1 The NCI Agency Project Manager (PM), who will act as the Purchaser's technical and programmatic representative, will be the primary interface between the Contractor and the NCI Agency starting from the Effective Date of Contract (EDC).
- 2.1.2 The 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. The Project Manager, or any of the specialist support staff, may not make changes to the terms and conditions of the Contract but may only provide the Purchaser's interpretation on technical matters.

2.2 Project Management Organization

- 2.2.1 The Contractor shall organise a Project Management Office (PMO) to perform and manage all efforts necessary to discharge all their responsibilities under this Contract.
- 2.2.2 The Contractor shall provide all necessary manpower and resources to conduct and support the management and administration of his operations in order to meet the objectives of the Contract, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project.
- 2.2.3 The Contractor shall manage the project using an industry-standard Project Management methodology (such as PRINCE2) using tools and techniques relevant for the applied methodology.
- 2.2.4 The Contractor shall identify by name and qualifications five leading roles in the Contractor's organization:
 - a. Project Manager (Designated Key Personnel),
 - b. Technical Lead (Designated Key Personnel),
 - c. Test Lead,
 - d. Quality Assurance Lead,
 - e. Security Staff and Document Authors.

Contractor's Project Manager

- 2.2.5 The Contractor shall appoint a Project Manager (CPM) to be responsible for the overall control and co-ordination of the Contractor's project activities. The PM shall be supported by a Project Management Office (PMO) with the necessary resources to perform and manage all efforts necessary to discharge all his responsibilities under this contract. The PM shall liaise with the Project Manager appointed by the Purchaser.
- 2.2.6 The Contractor's project manager shall have a Master's degree in management,

engineering, or business administration or other relevant scientific or management discipline and an internationally recognised project management accredited qualification, such as PRINCE2. Formal certification through the Project Management Institute or equivalent source is acceptable.

- 2.2.7 The Contractor's project manager shall have at least five years (in the last ten years) of experience in ECM systems design and project management and at least three years of experience as the project manager for an effort of similar scope, preferably including the application of a formal project management methodology such as PRINCE2.

Contractors Technical Lead

- 2.2.1 The Technical Lead appointed by the Contractor shall have a university degree in engineering, physics, computer science or other relevant scientific discipline, preferably equivalent to a Masters, supplemented by relevant postgraduate qualifications.
- 2.2.2 The Technical Lead shall have at least five years in engineering positions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use.

2.3 The Project Implementation Plan (PIP)

- 2.3.1 The Contractor shall prepare and submit a Project Implementation Plan (PIP) that shall describe how the Contractor will implement the totality of the project, including details of the project controls that will be applied.
- 2.3.2 The Contractor shall define in this plan the details of liaison between the Purchaser, the Contractor and any sub-contractors.
- 2.3.3 The Contractor's PIP shall cover all aspects of project implementation including management provisions, facilities, schedules, personnel assignments, external relationships and project control.
- 2.3.4 The Contractor's PIP shall contain high level planning for unexercised options.
- 2.3.5 The Contractor shall include in this plan the following sections and provide the major plans required under this Contract:
- A. Project overview,
 - B. Project Management and Control Plan,
 - C. Risk Assessment and Management Plan,
 - D. System Engineering Plan,
 - E. Security Management Plan,
 - F. Quality Plan (QP),

- G. Configuration Management Plan,
- H. Integrated Support Plan (ISP),
- I. Test and Acceptance Plan,
- J. Documentation Plan,
- K. Training Plan.

- 2.3.6 Section A of the PIP shall contain a Project overview, which will provide an executive summary of the plan, with a summary of each of the PIP sections, with an indication of how the project will be executed until completion. In addition any changes to the previous PIP will be identified.
- 2.3.7 Within 2 weeks of the Effective Date of Contract (EDC), a kick-off and requirements clarification meeting will be organized between Contractor and the Purchaser at Purchaser's facilities. This meeting will provide the Contractor with an opportunity to further clarify requirements. The Contractor will be in charge of the organization and conduct of this meeting and will prepare and coordinate the draft and final minutes after the meeting.
- 2.3.8 Within 6 weeks of EDC, and after the kick-off and requirements clarification meeting, the Contractor shall submit the updated PIP to the Purchaser for review. The Purchaser will review the PIP for a period of up to 3 weeks and will provide feedback to the Contractor. Following the review by the Purchaser, a PIP presentation shall be given by the Contractor to the Purchaser at the Contractor's facility to highlight the changes. The timing of this event shall be mutually agreed between the parties and shall coincide with the first Progress Review Meeting (PRM).
- 2.3.9 At the PIP review meeting the Contractor shall present an outline of the prominent features of the planned project management and an assessment of the risk areas involved in meeting the project schedule and the requirements of the Contract.
- 2.3.10 At the PIP review meeting the Contractor shall introduce to the Purchaser the individuals of his organisation (including any sub-contractors) who are responsible for the critical areas in the proposed project implementation.
- 2.3.11 During and subsequent to the PIP review meeting presentation (and at the latest 2 weeks after the presentation), the Purchaser may provide comments and a critique of the PIP potentially requiring Contractor correction of errors and/or inconsistencies as well as the inclusion of additional material.
- 2.3.12 Within 1 week of receipt of the Purchaser's comments, the Contractor shall deliver the final version of the PIP for Purchaser's approval. The final PIP version shall incorporate all the Purchaser comments concerning Para 2.3.11. The approved PIP does not constitute Purchaser endorsement of the Contractor's Plan, but signifies that the Purchaser considers the Plan to be a logical and satisfactory approach to the management of the required activities, based upon the information provided. In the case of any conflict, ambiguity, or omission the requirements of the Contract take precedence over the PIP. The approved PIP shall be the official document against which the Contractor is

expected to conduct the performance of the Contract and shall be used to measure contract progress against the delivery requirements of the Contract SSS.

- 2.3.13 The Contractor shall consider the PIP a living document with appropriate agreed updates during the life of the Contract and it shall be subject to joint review at each PRM. The Contractor shall update the PIP and the individual plans contained within it as necessary during the life of the Contract. In particular, PIP updates shall be provided whenever any technical, management, or contractual change is foreseen or becomes necessary as a result of any changes in the project implementation or supplemental agreement made to the contract. When updates are performed, the Contractor shall submit a revised version of the PIP to the Purchaser, clearly identifying all proposed changes within the text and providing a summary of those changes.
- 2.3.14 The Contractor shall provide an electronic copy of all documents, spreadsheets, WBS, Gantt Charts, etc., which are presented in the PIP to the Purchaser in the following software format as applicable:
- a. Microsoft Office Professional, latest version
 - b. Microsoft Project, latest version
 - c. Adobe Acrobat Reader, latest version.
- 2.3.15 An example of the implementation of the temporal constraints presented in this document in the PIP is provided in Annex B.

2.4 Management and Project Control Plan

- 2.4.1 The Contractor shall define in detail in The Management and Project Control Plan how the Contractor intends to manage this project from EDC through FSA and throughout the O&M period, including warranty and optional support.
- 2.4.2 The Contractor shall consider all aspects of project management and control and demonstrate by means of programme analysis and planning how all the critical dates defined in the Contract SSS will be met.
- 2.4.3 The Contractor shall include in this plan the following:
- a. the management structure of the Contractor's PMO indicating its relationship within the company structure;
 - b. a list of personnel assigned to the Contractor's PMO and their biographies, respective roles, responsibilities and authority;
 - c. the identification of all major sub-contractors, a copy of the sub-Contract (if required by the Contract Special Provisions), the portion of the overall effort/deliverable item for which they are responsible and the mechanism through which their work will be monitored and controlled;

- d. a programme schedule, consisting of Gantt/PERT style diagrams, which indicates the time line of all the project activities and consists of the following elements:

- I. master phasing schedule;
- II. milestone charts showing activities to be performed in the form of an activity network;
- III. time schedule and activity/precedence diagram(s).

2.4.4 The Contractor shall develop and maintain activity diagrams coded to correlate with the elements of his Work Breakdown Structure (WBS).

2.4.5 The Contractor shall use the WBS as the primary framework reference for Contract planning and reporting to the Purchaser.

2.5 Risk Assessment and Management Plan

2.5.1 The Contractor as part of his overall project management process shall implement and maintain a structured programme of risk assessment and management.

2.5.2 The Contractor shall address in this programme the following areas:

- a. The identification of risks to the completion of the SOW tasks;
- b. Assessment of the probability of each risk occurring, and quantification of its possible impacts;
- c. Identification of a risk owner for each risk;
- d. Formulation of risk mitigation measures.

2.5.3 The Contractor shall require that each major sub-contractor also implements a programme of risk assessment and management.

2.5.4 The Contractor shall be responsible for integrating these sub-programmes into a single project programme.

2.5.5 The Contractor shall provide in the PIP a Risk Assessment and Management Plan that defines the strategy for risk management and the way the risk management process will be conducted throughout the Contract duration.

2.6 Project Management Reviews

2.6.1 The Contractor shall arrange a Progress Review Meeting (PRM) with the Purchaser every 8 weeks commencing at the PIP review meeting. A teleconference progress review with the Purchaser shall be provided by the Contractor in between two PRMs.

2.6.2 The first PRM shall be held at the Contractor's premises.

2.6.3 Follow on PRMs shall be held in Purchaser's facilities in Brussels or The Hague and exceptionally at the Contractor's or sub-contractor's facility upon Purchaser's request. Exact dates of the meetings will be established by mutual

agreement of the Parties.

- 2.6.4 The agenda of the PRMs shall cover all major aspects of the project.
- 2.6.5 The Contractor shall develop and submit the draft agenda for each PRM along with the Progress Report for Purchaser to review and agree (not later than 2 weeks prior to each PRM).
- 2.6.6 The Contractor shall submit a Formal Progress Report, to be received by the Purchaser not later than 1 week prior to each PRM, which shall include a thorough disclosure of the following points:
 - a. the major activities performed and work completed since the last PRM, including major milestones achieved as applicable;
 - b. the progress of work related to the schedule in the current Project Implementation Plan;
 - c. a description of any identified problems and high risk areas and the proposed solutions and corrective actions;
 - d. any foreseen or possible changes to project performance or schedule;
 - e. the plans for activities during the following reporting period.
- 2.6.7 The Contractor shall prepare and submit the draft PRM Minutes to the Purchaser for review within 1 week following the conclusion of the PRM.
- 2.6.8 The final Minutes shall be agreed and signed by both Parties' respective Project Managers as a correct full record of the PRM and the current status of the Contract.
- 2.6.9 These minutes shall not be regarded by the Parties as a mechanism to change the terms, conditions or specifications of the Contract or as a vehicle to alter the design or configuration of equipment or systems. Any such changes shall only be made by Contract amendment or by the procedures as set forth in this Contract.
- 2.6.10 The Contractor shall develop and manage a list of Action Items that are identified and agreed during PRMs. This list shall be included in the PRM minutes. It is the Contractor responsibility to proactively follow-up on and manage/resolve all Action Items to the point of Action Item closure.

2.7 System Engineering Plan

- 2.7.1 The requirements of the Contract concerning System Engineering are set forth in Section 3.
- 2.7.2 The Contractor shall develop a System Engineering Plan which defines all aspects of the systems engineering management, strategy and the processes that will be used.
- 2.7.3 The Contractor shall provide in the PIP a System Engineering Plan for the ECM System.

- 2.7.4 The Contractor shall include in this plan specific standards, methods, tools, actions and responsibility associated with all system engineering activities, including safety and security.

2.8 Security Management Plan

- 2.8.1 The requirements of the Contract concerning Security Management are set forth in Section 4
- 2.8.2 The Contractor shall provide in the PIP a Security Management Plan for the ECM System.
- 2.8.3 The Contractor shall include in this plan all activities related to personnel security and any required support to system security accreditation.

2.9 Quality Plan

- 2.9.1 The requirements of the Contract concerning Quality Assurance are set forth in Section 4.
- 2.9.2 The Contractor shall provide in this section of the PIP the Quality Plan.
- 2.9.3 The Contractor shall describe in this plan the Contractor's Quality Assurance Organization and Quality Assurance Control System.

2.10 Configuration Management Plan

- 2.10.1 The requirements of the Contract concerning Configuration Management are set forth in Section 6.
- 2.10.2 The Contractor shall provide in this section of the PIP the Configuration Management Plan.
- 2.10.3 The Contractor shall define in this plan the initial Configuration Items, the organisation and procedures used to manage the functional and physical characteristics of Configuration Items (CIs), including interfaces and configuration identification documents.

2.11 Integrated Support Plan

- 2.11.1 The requirements of the Contract concerning Integrated Logistics Support are set forth in Section 7.
- 2.11.2 The Contractor shall provide in this section of the PIP the Integrated Logistics Support Plan.
- 2.11.3 The Contractor shall identify in this plan the support structure required to support the systems and identify the resources (manpower, tools, equipment and consumable(s)) to be allocated to each task required for ILS, including manager responsibilities and provide a timeline of when such activities are to be conducted by WBS.

2.12 Test and Acceptance Plan

- 2.12.1 The requirements of the Contract concerning Test and Evaluation are set forth in Section 8.
- 2.12.2 The Contractor shall provide in this section of the PIP the Test and Evaluation Plan.
- 2.12.3 The Contractor shall identify in this plan his proposed test organisation and provide a Test and Evaluation plan by WBS for the allocation of personnel and the time line for the Test activities.

2.13 Documentation Plan

- 2.13.1 The requirements of the Contract concerning Documentation are set forth in Section 9.
- 2.13.2 The Contractor shall provide in this section of the PIP a Documentation Plan.
- 2.13.3 The Contractor shall provide a detailed plan by WBS to detail the resources allocated and the schedule of work to deliver the documentation required in this SOW.

2.14 Training Plan

- 2.14.1 The requirements of the Contract concerning Training are set forth in Section 10.
- 2.14.2 The Contractor shall provide in this section of the PIP a Training Plan to fulfil the Training requirements of the Contract as specified in SOW herein.

3 SYSTEM DESIGN AND ENGINEERING

3.1 General

- 3.1.1 The Contractor shall implement a system engineering programme which will be a continuing function throughout the duration of the Contract in order to provide technical integration and co-ordination of design, fabrication, and test activities.
- 3.1.2 The Contractor shall include in the system engineering programme the following:
- a. compatibility of hardware and software;
 - b. the justification for function and performance allocations to various sub-systems and equipment to achieve overall system requirements;
 - c. methodology for identification and resolution of technical problem areas that may develop during fabrication, installation and testing;
 - d. reconciliation of b. and c. above by audit techniques.

3.2 System Engineering Plan

- 3.2.1 The Contractor shall provide, in accordance with the Project Implementation Plan (PIP), a System Engineering Plan that shall establish and define the system engineering programme.
- 3.2.2 After acceptance by the Purchaser, the Contractor shall be responsible for maintaining and implementing the Plan.
- 3.2.3 The Contractor shall include in this plan:
- a. Hardware and software functional description;
 - b. Equipment design specifications;
 - c. Equipment performance calculations;
 - d. The description of the hardware, software and mechanical integration of assemblies, sub-assemblies and components into a coherent system;
 - e. Identification of interfaces throughout the system to ensure interface compatibility;
 - f. Technical reviews and reports;
 - g. Co-ordination with testing activities;
 - h. System safety engineering plan;
 - i. Electromagnetic interference and compatibility plan.

3.3 System Safety Engineering Plan

- 3.3.1 The Contractor shall apply engineering principles, criteria, and techniques to identify and mitigate safety hazards in all ECM systems (see MIL-STD-882E, DS 00-56 and AOP 52).

- 3.3.2 The Contractor shall design and/or select all equipment on the basis of inherent safety features which protect not only the human operators and maintainers but also the equipment itself.
- 3.3.3 The Contractor shall establish a System Safety Process (see MIL-STD-882E, DS 00-56 and AOP 52), to fulfil the safety requirements of the Contract. The Contractor shall perform a Failure Mode and Effects Analysis (FMEA), as suggested in applicable standards.
- 3.3.4 The Contractor shall provide, as part of the System Engineering Plan, a System Safety Engineering Plan (SSEP – also referred to as System Safety Program Plan SSPP) (see MIL-STD-882E, DS 00-56 and AOP 52).
- 3.3.5 The Contractor shall propose his risk assessment method in the SSEP.
- 3.3.6 The Contractor shall document in his SSP the procedures to control design, selection, procurement and manufacture of parts and materials.
- 3.3.7 The Contractor shall document the safety verification process in the SSEP.
- 3.3.8 The Contractor shall undertake safety verification prior to FAT for each of the ECM systems to ensure compliance with the SSEP and to demonstrate that each ECM system is tolerably safe and meets the defined safety targets.
- 3.3.9 The Contractor shall provide the safety verification results in a Safety Compliance Assessment (see MIL-STD-882E, DS 00-56 and AOP 52).
- 3.3.10 The Contractor shall document the techniques used to preserve the privacy and anonymity of the people in a specific section of the System Safety Engineering Plan.
- 3.3.11 The Contractor shall provide guidance on the operating procedure to be followed to comply with potential privacy or security restrictions.

3.4 System Design

- 3.4.1 The purpose of the System/Subsystem Design Description (SSDD) is to provide visibility for the Purchaser into the proposed system architecture that includes the hardware and software components of each System.
- 3.4.2 The Contractor shall deliver the System/Subsystem Design Description (SSDD) for the Vehicular ECM System and for the Static ECM System to the Purchaser, in draft form, no later than 6 weeks before CDR.
- 3.4.3 The Contractor shall define and record in the SSDD the architectural design of the System, identifying the components of the System, their interfaces, and the concept of execution among them.
- 3.4.4 The Contractor shall ensure that all the System requirements are allocated among the System components in a traceable manner down to Hardware Configuration Items (HWCI) and Computer Software Configuration Items (CSCI).
- 3.4.5 The Contractor shall identify for each Configuration Item (CI), HWCI and CSCI whether it is a new development item or an already qualified item.

- 3.4.6 For the CI labelled “qualified item” the Contractor shall make available to the Purchaser all available engineering, testing and qualification, ownership, warranty and licensing rights documentation related to these items, including the Certificate of Conformity (CoC).
- 3.4.7 The Contractor shall include in the SSDD the following:
- a. Traceability Matrix linking system requirements to details of the design and to the verification procedure;
 - b. Consistency with the System requirements;
 - c. Design Constrains;
 - d. Equipment design specifications;
 - e. Equipment performance calculations;
 - f. Identification of interfaces throughout the system to ensure interface compatibility;
 - g. Definition of the Configuration Items (HWCI and CSCI);
 - h. Software licensing, support and warranty agreements;
 - i. Security design specifications.
- 3.4.8 The Purchaser will review the SSDD document and provide its comments and observations 4 weeks after receipt of the SSDD by the Purchaser.
- 3.4.9 The comments and observations provided by the Purchaser shall be incorporated by the Contractor into the SSDD.
- 3.4.10 The Contractor shall organize a Critical Design Review (CDR) meeting to finalize the SSDD 2 weeks after the Purchaser provides its comments and observations to SSDD (at the Purchaser’s location or at the Contractor’s or sub-contractor’s facility upon Purchaser’s request).
- 3.4.11 The Contractor shall deliver the final version of the SSDD to the Purchaser not later than 2 weeks after the CDR. The Contractor shall formally submit the SSDD to the Purchaser for approval or rejection. The CDR milestone will be achieved and the associated payments authorised only after all the deliverables have been accepted by the Purchaser.

3.5 Technical Reviews

- 3.5.1 The principle purpose of Purchaser participation in technical reviews is to be informed about and approve the Contractor's design. Such approval is based upon Contractor supplied information and in no way relieves the Contractor's obligation to deliver a system wholly in conformity with the technical performance specifications contained in this Contract.
- 3.5.2 The Contractor's system engineering programme shall include provision for one (1) technical review, the Critical Design Review (CDR). During this technical review the Purchaser will examine the details of system design.
- 3.5.3 The Contractor shall provide detailed information and test data to assure the

Purchaser that all functional and performance requirements have been achieved.

- 3.5.4 The Contractor shall include the schedule and planned conduct of the CDR and resulting report in the system engineering plan.
- 3.5.5 The Contractor shall address in the technical review all aspects of the design and cover all functional and performance requirements and for each CI the Contractor shall address:
 - a. allocated functional and performance requirements derived from overall requirements specified in the Contract;
 - b. CI specifications, addressing the following:
 - I. functional specifications;
 - II. performance specifications (technical and environmental) in particular any vehicle handling or serving limitations imposed by the addition of the ECM system;
 - III. physical layout (form and fit), including human engineering;
 - IV. subsystem integration requirements.
 - V. system security requirements.
 - c. current fabrication status and test results available to validate the design approach and achievement of relevant specification.
- 3.5.6 In preparation and conduct of the technical review the Contractor shall:
 - a. develop the agenda for the review;
 - b. provide the Purchaser with an electronic copy of appropriate technical material including draft CI specifications;
 - c. provide reports from and ensure participation by sub-contractors, vendors and suppliers as necessary;
 - d. organise and present briefings as necessary;
 - e. provide schedule, test and design data and supporting analysis for the review;
 - f. provide appropriate technical personnel at the review;
 - g. provide the Purchaser with an electronic copy of the summary meeting report not later than 2 weeks subsequent to the review.

4 SECURITY

4.1 Security Accreditation

- 4.1.1 The contractor shall provide an ECM system description document developed according to the required template.
- 4.1.2 Upon submission of ECM system description and subsequent decision by the Security Accreditation Authority (SAA) on the required Security Accreditation process, the Contractor shall provide inputs for the required documentation to be developed in support to the Security Accreditation process, such as Security Accreditation Plan (SAP), System Security Requirements Statement (SSRS), Security Operating Procedures (SecOPs), Security Test and Validation Plan.

4.2 Security Testing

- 4.2.1 The Contractor shall demonstrate compliance of the ECM system with the defined security requirements, including compliance with operating system and security configuration settings.
- 4.2.2 The Contractor shall develop and provide ECM system documentation as required by the NCI Agency in order to support the security penetration test and screening activities. The security settings and related testing documentation will be provided as part of PFE.
- 4.2.3 The Contractor shall provide and maintain, as an annex to the Test Plan, which can be addressed as a separate document, a Security Test and Validation (ST&V) Plan that details the tests by which it will demonstrate compliance with the security requirements. These tests should demonstrate that the Contractor has mitigated the security risks that are identified in the Security Risk Assessment. The report of this test shall be delivered to the Security Accreditation Authority as a step to achieve Security Accreditation.

5 QUALITY ASSURANCE

5.1 QA Programme

- 5.1.1 The Contractor shall establish, document and maintain a Quality Assurance (QA) programme in accordance with the requirements of STANAG 4107, AQAP-160, AQAP-2110 Edition 3, AQAP-2210 Edition 1 and ISO 9001:2008.
- 5.1.2 The Contractor in his QA programme shall assure the quality of all deliverable and non-deliverable items throughout the duration of the Contract and that all activities are performed in accordance with the requirements of the SOW and applicable safety standards.
- 5.1.3 The Contractor in his QA Programme shall ensure that procedures are developed, implemented and maintained to adequately control the development, design, production, testing and configuration of all deliverables.
- 5.1.4 The Contractor shall describe the QA Programme in the Quality Plan. The Purchaser will review Quality Plan in accordance with AQAP 160, AQAP-2110 and AQAP-2210. AQAP 169, AQAP-2000 and AQAP-2009 will be used by the Purchaser as a guide in the interpretation of AQAP-2000 series.
- 5.1.5 AQAP-2110 and AQAP-2210 may be tailored by the Contractor for COTS hardware and COTS software. The Contractor shall obtain Purchaser approval of any tailoring of the subject documents.
- 5.1.6 The Contractor shall apply the QA Programme to all hardware, software, documentation, training, services and supplies that are designed, developed, acquired, maintained or used, including deliverable and non-deliverable items.
- 5.1.7 The GQA multilateral agreement, existing between NATO countries and NATO organisations, is laid down in STANAG 4107. The Contractor shall recognise and accept the application of STANAG 4107 for this Contract and sub-contracts thereof.
- 5.1.8 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.
- 5.1.9 The Contractor shall provide all necessary assistance to the Purchaser QA Representative (QAR), or his delegated National Quality Assurance Representative (NQAR), if and when QA activities are delegated in accordance with STANAG 4107 for review and audit of the Quality Plan in the Contractor's and Sub-contractor's facilities.

5.2 Organisation and Personnel

- 5.2.1 The Contractor shall establish and maintain an effective QA organisation to implement the QA programme and manage the QA functions.
- 5.2.2 The Contractor shall ensure that the QA organisation and its management of the QA programme are totally independent from the Programme Management.
- 5.2.3 The Contractor shall assure that QA personnel shall have sufficient

responsibility, authority, organisational freedom and organisational independence to review and evaluate activities, identify problems and initiate or recommend corrective actions.

- 5.2.4 The Contractor shall appoint a QA Manager having full responsibility and accountability for the establishment, implementation and effectiveness of the QA Programme.

5.3 Quality Plan

- 5.3.1 The Contractor shall provide, as part of the PIP, a Quality Plan which documents the QA Programme and conforms to the requirements of AQAP-2105, Edition 2.
- 5.3.2 The Contractor shall ensure that all Contractor procedures referenced in the Quality Plan are provided with the Quality Plan for review and approval.
- 5.3.3 The Contractor shall ensure that the Quality Plan covers all aspects of the QA Programme for monitoring and control of hardware, software, firmware, testing, documentation, services and supplies.
- 5.3.4 The Quality Plan shall cover as a minimum all major items of supply in accordance with the SSS.
- 5.3.5 The Quality Plan and all related QA procedures shall be subject to Purchaser approval.
- 5.3.6 The Contractor shall maintain a QA Log during the lifetime of the project in which records are kept accounting for all QA-activities, most notably all QA reviews. All accounting shall be done through dating and sign-off by the responsible QA person. The QA log shall enable the Purchaser to verify if and when a deliverable has been QA reviewed, by whom and with what result.

6 CONFIGURATION MANAGEMENT

6.1 General

- 6.1.1 The Contractor shall be responsible to establish and maintain an effective CM organisation to implement the CM programme and manage the CM functions (configuration identification and documentation, configuration control, configuration status accounting, configuration audits).
- 6.1.2 The Contractor shall be responsible for the application of all necessary CM procedures, in accordance with the requirement and guidance stated below, throughout the life of the Contract.
- 6.1.3 The Contractor shall perform Configuration Management (CM) in accordance with STANAG 4427 Ed 3 and ACMPs 2100 and ACMP 1 to 5. The Contractor shall use ACMPs 2000, 2009, 6 and 7 as guidance.

6.2 Deliverable Version Numbering

- 6.2.1 The Contractor shall propose a deliverable version control system as part of the CM Plan detailed below.
- 6.2.2 This version control system shall allow for the unique identification of all changes to the deliverables, no matter how minor the change.
- 6.2.3 The version control system shall also identify a difference between major and minor changes.
- 6.2.4 Any doubt whether a revision constitutes a major or minor change shall be referred to the Purchaser for decision.

6.3 Configuration Management Plan

- 6.3.1 The Contractor shall provide a CM Plan tailored to the requirements of the proposed technical solution.
- 6.3.2 The Contractor shall provide the CM Plan as part of the PIP and shall periodically update it as required.
- 6.3.3 The Contractor shall include in the CM Plan the following:
 - a. Introduction
 - b. CM Organization
 - c. Configuration Identification and Documentation
 - d. Configuration Control
 - e. Configuration Status accounting
 - f. Configuration Audits
 - g. Management tools/Interface management

6.4 Configuration Identification and Documentation

- 6.4.1 The Contractor shall establish a configuration identification system.
- 6.4.2 The Contractor shall identify with this system all documents that provide a full technical description of the characteristics of the Hardware and Software Configuration Items (HWCI and SWCI) that require control at the time each baseline is established and shall include the relevant deliverables in the Contract.
- 6.4.3 The Contractor shall propose appropriate CIs in the CM Plan including an explanation of the rationale and criteria used in the selection process, which shall be based on the criteria for selection of CIs as detailed in ACMP-3. The CI-list is proposed by the Contractor, approved by the Purchaser, all before CDR. The Purchaser approved CI-list is an explicit entry requirement for the CDR.
- 6.4.4 The Contractor shall provide the CI structure (as a tree structure) for each type of ECM system (Vehicular and Static) with the System being the top level CI and shall show the relationships between the CIs.

6.5 Baselines

- 6.5.1 The Contractor shall propose the Configuration Items which he considers to best describes the Functional Baseline, which includes all necessary functional characteristics, the test requirements, interface characteristics and the design constraints.
- 6.5.2 From the Functional Baseline, the Contractor shall establish the Allocated and Product Baselines as described below.
- 6.5.3 The Contractor's Allocated Baseline shall comprise the configuration documentation, which includes:
 - a. functional and system design documentation, development specifications, performance specifications, and interface documentation;
 - b. the allocation of functional characteristics to Configuration Items (CIs);
 - c. the design constraints;
 - d. the verification and testing required to demonstrate achievement of the functional baseline.
- 6.5.4 The Contractor's Product Baseline shall comprise the configuration documentation, which includes:
 - a. the product, material and process specifications;
 - b. the engineering drawings;
 - c. other technical documentation for CIs that satisfactorily reflects the requirements of the functional and allocation baselines;
 - d. the acceptance tests documents;

e. PCA and FCA documentation.

- 6.5.5 The Contractor shall ensure that there is full traceability through all baselines back to the functional baseline.
- 6.5.6 The Contractor shall encapsulate and maintain the CM baselines in a database (CMDB) established by the Contractor as specified under the Configuration Management Tools below.
- 6.5.7 The Contractor shall include in the CM Plan detailed proposals for the documents that will comprise the above baselines for approval by the Purchaser.
- 6.5.8 At the end of the Contract, the Contractor shall deliver the baseline documentation in hard-copy and on optical media in a format which complies with Para 2.3.14.
- 6.5.9 As part of the CM database, as specified under Configuration Management Tools below, the Contractor shall transfer a copy of the current version of all baselines to the Purchaser at FSA.

6.6 Configuration Control

- 6.6.1 The Contractor shall propose in the CM Plan detailed configuration control procedures.
- 6.6.2 The Contractor shall be responsible for issuing in a timely manner all approved changes and revisions to the functional, development and product baseline documents included in the Contract. This includes changes originated both by the Contractor and the Purchaser.
- 6.6.3 Copies of change pages or documented revisions shall be provided in accordance with the Schedule of Supplies and Services (SSS).
- 6.6.4 Where a change affects more than one (1) document, or affects documents previously approved and delivered, the Contractor shall ensure that the change is properly reflected in all baseline documents affected by that change. Changes shall only become effective upon Purchaser written approval.

6.7 Engineering Change Proposals

- 6.7.1 Changes to baseline CIs shall be processed as either Class I or Class II Engineering Change Proposals (ECPs) as defined in ACMP-3.
- 6.7.2 The Contractor shall propose in the CM Plan an ECP format based on the requirements in ACMP-3.
- 6.7.3 The Contractor shall use the configuration control procedures specified in the CM Plan for the preparation, submission for approval implementation and handling of ECPs to baseline CIs.
- 6.7.4 When submitting ECPs, the Contractor shall assign a priority rating of Emergency, Urgent or Routine.

- 6.7.5 Extensions to the target times for processing Class I ECPs shall be mutually agreed upon by the Contractor and Purchaser.
- 6.7.6 The Contractor shall not implement Class I ECPs before Purchaser approval.
- 6.7.7 Prior to implementation, all Class II ECPs shall be submitted by the Contractor to the Purchaser for review and classification concurrence.
- 6.7.8 If the Purchaser's representative does not concur in the classification, Class I ECP procedures shall be applied and the ECP shall be formally submitted to the Purchaser for approval or rejection.
- 6.7.9 The Contractor shall appropriately reflect in the technical documentation all design changes by the issue of appropriate changes or revisions.
- 6.7.10 The Contractor shall provide all such changes/revisions to the Purchaser for review and approval.

6.8 Requests for Deviation and Waiver

- 6.8.1 If required, the Contractor shall prepare, handle, and submit for Purchaser approval, Requests for Deviation (RFDs) and Requests for Waiver (RFW) as defined in ACMP-3.
- 6.8.2 The Contractor shall propose in the CM Plan a RFD/RFW format based on the requirements in ACMP-3.
- 6.8.3 The Contractor shall be aware that permanent departures from a baseline shall be accomplished by ECP action rather than by RFD.

6.9 Configuration Status Accounting

- 6.9.1 The Contractor shall be fully responsible for the Configuration Status Accounting (CSA) for all CIs in accordance with ACMP-4.
- 6.9.2 The contractor shall provide reports which will be prepared and delivered in a manner, format and schedule which shall be proposed by the Contractor in his CM Plan and approved by the Purchaser.
- 6.9.3 At the end of the Contract, the Contractor shall deliver a set of final CSA reports for each CI in both hard-copy and optical media.

6.10 Configuration Audits

- 6.10.1 The Contractor shall establish Configuration Audits to verify compliance with the specifications and other Contract requirements, in accordance with ACMP-5.
- 6.10.2 The Contractor shall include in the CM Plan detailed proposals for the audits.
- 6.10.3 The reviews and audits shall be carried out jointly by the Contractor and the Purchaser in accordance with the Contractor's approved CM Plan and shall consist of:

- a. Functional Configuration Audit (FCA): The FCA shall consist of review and acceptance of Contract documentation, and test and acceptance of the system delivered to the Purchaser. The FCA will be conducted after each test (e.g. FAT, SAT), FCA is progressive and shall not be completed until all tests have completed.
- b. Physical Configuration Audit (PCA): This audit entails the formal examination of the 'as-built' or 'as-modified' CIs against their technical documentation to ensure that each deliverable CI matches the related documentation. The successful completion of this activity establishes the product baseline. The PCA will be conducted during FAT.

6.11 Configuration Management Tools

- 6.11.1 The Contractor shall use automated tools where appropriate to establish the various baselines referred to above.
- 6.11.2 The Contractor shall maintain a CSA database using the software tools for the entire period of the Contract.
- 6.11.3 At the end of the Contract, the Contractor shall transfer the current CSA database to the Purchaser.
- 6.11.4 If a proprietary database format is used, the CSA database shall be delivered together with the CM system and associated perpetual licenses (as part of the product baseline).

7 INTEGRATED LOGISTICS SUPPORT (ILS)

7.1 General

7.1.1 This section outlines the supportability requirements of the project. It addresses various Integrated Logistic Support (ILS) elements such as: maintenance, supply support (including spares, tools and test equipment), customer support, packaging, handling, storage & transportation (PHS&T); manpower & personnel; documentation, manuals, drawings; training; logistics systems and logistics data; and facilities: repair, storage) and warranty.

7.2 Support planning

7.2.1 In the Integrated Support Plan (ISP) section of the PIP the Contractor shall describe the Contractor's logistics operation as it relates to the requirements of this Section.

7.2.2 Explicitly, the Contractor shall describe:

- a. His ILS organisation, roles, responsibilities and procedures;
- b. Deliver the equipment including ensuring that the transportation and delivery requirements are met with all the associated specified preservation, packaging, codification and marking requirements;
- c. Ensure that the warranty requirements of the Contract are satisfied;
- d. Cover in detail the provision of all acceptance and handover documentation but in particular the FSA support documentation.

7.2.3 The initial version of the ISP shall be provided to the Purchaser for acceptance, which the Contractor shall maintain to reflect changes in the project baselines, the SOW or in any support arrangements for any of the ECM System CIs.

7.2.4 All Contractor and Purchaser activities and milestones related to ILS shall be identified and included in the Project Master Schedule.

7.2.5 The Contractor shall submit a separate, stand-alone In-Service Support Plan (ISSP). The ISSP shall describe in detail the practical instructions necessary for the Purchaser's in-service support organisation to operate and maintain the equipment and software delivered under this Contract.

7.2.6 The Contractor shall include within the ISS Plan a Recommended Item List (RIL), to permit the Purchaser's in-service organisation to sustain full serviceability and availability during its operational lifetime (maintenance Level 1, 2 and 3).

7.2.7 The ISSP shall include:

- a. description of the ECM System;
- b. formulation of the integrated support concept (the O&M concept), including the maintenance concept, customer support concept (service management & control concept), supply concept and warranty concept (see also Section 7.3);

- c. description of the parties involved in the support concept, their responsibilities for the various levels of support, period of support (start and end dates) and PoC details;
- d. description and allocation of maintenance tasks (corrective and preventive), and service management & control tasks (such as for incident management, problem management, release management and deployment management) to the various levels of support;
- e. procedures to follow when any part of the system fails;
- f. forms to use in the process of affecting system restoration after a failure;
- g. detailed listing of the equipment and software in scope of warranty;
- h. warranty instructions, warranty start and end dates;
- i. comprehensive lists of provided initial spares, consumables, tools and test equipment (i.e. RIL);
- j. comprehensive lists of provided COTS documentation, as-built drawings and manuals;
- k. comprehensive lists of provided training material and training courses;
- l. an assessment of the numbers and types of technical resources required to support the ECM System sites beyond IOC;
- m. a budget estimate of sustainment life-cycle cost for a period of 8 years with the estimated number and complexity of changes identified within the costing.

7.2.8 The description of the Support Concept in the ISSP shall include the support environment, constraints, locations, procedures, software artefacts, tools and skills required to operate and maintain the Capability throughout the equipment's life.

7.2.9 The description of the Maintenance Concept in the ISSP shall define the maintenance flow amongst the various NATO and non-NATO locations, organisations, groups, and personnel.

7.2.10 The description of the Maintenance Concept in the ISSP shall define 1st, 2nd, 3rd, and 4th level support tasks, to include maintenance tasks and service management & control (SM&C) tasks. At each of these levels, the procedural description shall include objectives, triggering events, inputs, outputs, tasks, roles and responsibilities, constraints, exceptional cases and tools support.

7.2.11 The ISSP shall cover the period starting at FSA until End of Life of the ECM system. The ISSP shall not be limited to the Contractor's involvement in the life cycle of the ECM System, only, but include the responsibilities of all parties involved in the integrated support of the ECM System.

7.3 Support Concept

- 7.3.1 The Contractor shall be responsible for all levels of support until Final System Acceptance (FSA). This support shall be provided Monday through Friday during local business hours (at the storage or deploy location) and shall include reach back support (including afterhours support if required) in the event of serious or total failure of deployed or stored equipment. After FSA, the Purchaser will be responsible for first, second and third level of support, while the Contractor shall support the Purchaser at level three (3) and provide level four (4) support, under the warranty. The Purchaser will manage and deliver the level three (3) support with assistance from the Contractor (**off-site support** mainly).
- 7.3.2 The Contractor shall be responsible for all warranty repairs of ECM Systems throughout the warranty period of the contract. This support shall include replacement of any faulty ECM System hardware or software item for the Reference System, Training System, and the Operational equipment.
- 7.3.3 In the event of items requiring special handling the Contractor shall provide the Purchaser with instructions for handling of the item and any replacement item.
- 7.3.4 If the Option(s) for Operational Support is/are exercised by the Purchaser the Contractor shall provide initial Operational Support at the deployed location for a period of 90 days following the completion of FSA. This support shall be provided Monday through Friday during local business hours, with afterhours support available in the event of the total failure of equipment.
- 7.3.5 The Contractor shall maintain a record of maintenance data during the project and during the contracted warranty periods. The Contractor shall provide access to the Purchaser to this data at all times. At the end of the project/warranty period the Contractor shall deliver all this data. If a proprietary solution is used to store and retrieve the data, the Contractor shall provide the system and the licenses required to operate that system. The data must be kept current so that a complete maintenance history of each piece of equipment is available at all times. This is important for planning and conducting an ongoing maintenance programme and provides documentation needed for reliability and O&M reviews.
- 7.3.6 1st level maintenance tasks shall be defined and designed for users and operators and shall include, but are not limited to: day-to-day “housekeeping” tasks, visual inspections, verification of function and performance of the Capability, and change of configuration settings for adaptation to the operational environment or use.
- 7.3.7 1st level SM&C tasks shall include the service request and incident management process in accordance with the ISO/IEC 20000 and ITILv3 framework or equivalent, including establishment of a local help desk function and integration with the Purchaser’s level 2 remote, central service desk.
- 7.3.8 2nd level maintenance tasks shall be defined and designed for non-specialized military maintenance personnel, and shall include, but are not limited to: detailed inspections, limited calibrations, replacement of items without

specialized equipment or skillset, and minor equipment repairs and modifications. It also includes the confirmation that software updates are installed and have been completed successfully.

- 7.3.9 2nd level SM&C tasks shall include the problem management process in accordance with the ISO/IEC 20000 and ITILv3 framework or equivalent. Problem management tasks shall be integrated with the Purchaser's remote, central service desk, specialist and administrator tasks. As part of problem management the following tasks are included: (re-)evaluation of incident category, criticality and priority; identification of the root cause of the issue (e.g. by issue replication testing); identification of workarounds; identification and initial planning of possible short, medium and long-term solutions (e.g. workarounds, patches or new releases); creation of change requests; implementation planning and scheduling; synchronisation with the maintenance process; monitoring and control of the approved change request during implementation.
- 7.3.10 3rd level maintenance tasks shall be defined and designed for specialized military maintenance personnel, and shall include, but are not limited to: problem and modification analysis, complex repairs and/or replacements, detailed calibrations, supply support, overhaul and rebuild, implementation of major and/or critical changes (hardware and software), restoration (e.g. emergency maintenance) that requires specialized maintenance personnel and equipment, and monitoring and coordination for the transportation of faulty equipment from any deployed location and replacement equipment back to that location or a nominated NATO Depot (currently the NATO Storage Depot, Southern Operational Centre (SOC), Taranto, Italy).
- 7.3.11 3rd level SM&C tasks shall include the deployment and release management process in accordance with the ISO/IEC 20000 and ITILv3 framework or equivalent, assisted by an adequate configuration management and change management process, and integrated with the Purchaser's release and deployment process. In this process, solutions to faults and failures shall be developed, tested and deployed. This level shall employ and interact with the original equipment manufacturer or item vendors.
- 7.3.12 4th level maintenance tasks shall include, but are not limited to: repair of faulty LRU(s) or provisioning of replacement parts, complicated factory adjustments, and provision of maintenance releases for both hardware and software, beyond the capability of third level support. This level is normally carried out by the original equipment manufacturer or item vendors.
- 7.3.13 The Contractor furnished support shall be planned, implemented and executed according to STANREC 4174.
- 7.3.14 The scope of software maintenance shall be limited to:
 - a. Corrective maintenance: Reactive modification of a software product performed by the contractor at no cost after delivery to correct discovered problems;

- b. Perfective maintenance: Modification of a software product after delivery to improve performance or maintainability;
- c. Preventive maintenance: Modification of the software products after delivery to detect and correct latent faults in the software product before these become effective faults.

7.4 Management and Control of Logistics Movement

Recommended Items List (RIL)

- 7.4.1 The Contractor shall provide a fully detailed, site specific and priced Recommended Item List (RIL) which shall detail comprehensively all items to support the system. The RIL will be used by the Purchaser to evaluate the Support Concept and initial provisioning of spares, repair parts, support equipment and consumables.
- 7.4.2 The RIL shall include the following items, organized in accordance with the Configuration Item (CI) breakdown:
 - a. spare equipment items;
 - b. spare special-to-type cables;
 - c. spare ancillaries;
 - d. spare support equipment, such as: Tools & Test Equipment (TTE) and Packaging, Handling, Storage and Transportation (PHS&T) equipment;
 - e. repair parts;
 - f. technical consumables.
- 7.4.3 The RIL shall include the following data elements:
 - a. item sequence number;
 - b. nomenclature;
 - c. true manufacturer's part number;
 - d. true manufacturer's identification code (Commercial and Government Entity Code - CAGE);
 - e. Mean Time Between Failure (MTBF);
 - f. repair time (for repairable items only);
 - g. delivery time (for repairable items and spares only);
 - h. population (by terminal and total);
 - i. recommended quantity (based on a 95% Fill Rate);
 - j. item price (including warranty and PHS&T);

- k. item repair cost (including warranty and PHS&T; for repairable items only);
- l. location.

7.4.4 The Contractor shall organise an ILS-specific side meeting during the PRM meeting after FAT to allow the Purchaser to validate the RIL and the Support Concept.

Transportation

- 7.4.5 All supplies covered under this Contract shall be transported from and to all destinations at the expense of the Contractor throughout the lifetime of the contract. The Contractor shall transport equipment and personnel only with the approved of the Purchaser.
- 7.4.6 The Contractor shall provide the ILS PoC with a Transportation Plan (part of the ISP) 4 weeks before the first delivery in electronic format.
- 7.4.7 All equipment covered under this Contract, as detailed in the Schedule of Supplies and Services shall be transported from a NATO country to the NATO Storage Depot, Southern Operational Centre (SOC), Taranto, Italy, through Contractor arrangements, and at the expense of the Contractor.
- 7.4.8 The Purchaser shall not be liable for any storage, damage, or any other charges involved in transportation of equipment by the Contractor, prior to the actual acceptance of such equipment by the Purchaser at the NATO Storage Depot, Southern Operational Centre (SOC), Taranto, Italy, by the Purchaser or entity designated by the Purchaser.
- 7.4.9 The Contractor shall create and maintain a Transportation Report that states the planned versus the current and final transportation results, including the delivery stages, location(s) and dates with the corresponding receiving NATO and non-NATO POC's and confirmations/signatures.

Preservation and Packaging

- 7.4.10 The Contractor shall, for the purpose of transportation, package, crate, or otherwise prepare items in accordance with the best commercial practices for the types of supplies involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas. Crates shall be sufficiently robust and durable to be re-used throughout the life of the equipment. If wooden boxes are used these shall comply with International Phytosanitary Measures (ISPM n°15).
- 7.4.11 The Contractor shall ensure that packing lists are provided in such a way as to permit easy identification of the items to be delivered to destinations. These packing lists shall accompany the shipment. Each individual box from a consignment shall have one packing list in weatherproof envelope affixed to the outside of each box that indicates exactly what is contained inside. One copy shall also be put inside each box.

- 7.4.12 The packing lists shall contain all necessary information for easy identification of the content by the Consignee and shall also indicate the Contract Number, Prime Contractor/Sender and the Purchaser's names and addresses.
- 7.4.13 Any special packaging materials required for the shipment of items shall be provided by the Contractor at no extra cost to the Purchaser.

Delivery of equipment

- 7.4.14 The Contractor shall deliver ECM System hardware and software as specified in this Contract (including the vehicles with the ECM installed). This section defines the general requirements that shall apply to all ECM System equipment delivery.
- 7.4.15 The labour involved in the packing, unpacking, installation, configuration, and activation of ECM System equipment shall be provided by the Contractor as part of the activities defined in Section 7.

System Inventory and Material Data Sheet

- 7.4.16 The Contractor shall provide a draft Material Data Sheet (MDS) four (4) weeks before the FAT. The final MDS shall be provided two (2) weeks before the first shipment. The MDS is an early version of the System Inventory and, amended as necessary, will be used by the Purchaser for acceptance purposes and to create data element entries in the NATO accounting system.
- 7.4.17 The MDS and the System Inventory shall be site specific and shall include all hardware items, software items/licenses and documents furnished under this Contract.
- 7.4.18 The MDS shall, as a minimum, include the data elements cited with "MDS" below, if applicable.
- 7.4.19 The Contractor shall provide a System Inventory, as a hard copy as well as on electronic media in Microsoft Excel or Access database format. Details on the exact format of the various data elements to be adopted will be communicated following contract award. An inventory template together with a full content description for each column (electronic format) shall be provided to the Contractor after contract award at the request of the Contractor. The minimum inventory/equipment data elements required are as follows:
- a. Contract Customer Line Item Number (CLIN);
 - b. NATO Stock Number (NSN - if available);
 - c. Nomenclature – **MDS**;
 - d. Expendable/Repair code XB/ND – **MDS**;
 - e. True Manufacturer Part Number – **MDS**;
 - f. True Manufacturer Cage Code – M (or complete name & address);
 - g. Vendor/Contractor Cage Number (or complete name & address) – **MDS**;

- h. Vendor/Contractor Part Number – **MDS**;
- i. Quantity ordered-**MDS**;
- j. Order Unit – **MDS**;
- k. Serialized Item Tag – **MDS**;
- l. Serial number – **MDS**;
- m. Serial number software revision level;
- n. Serial number hardware revision level;
- o. Other serial number attributes;
- p. Currency – **MDS**;
- q. Unit Price – **MDS**;
- r. Warranty expiration date – **MDS**;
- s. Receiving NATO Depot;
- t. Extended Line Item Description;
- u. Part Number of next higher assembly;
- v. Quantity in the next higher assembly.

Customs Form 302

- 7.4.20 The Contractor shall ensure the timely request of Customs Forms 302 which are required for duty free import/export of supplies. Following receipt of the request by the Purchaser, normally a maximum of three working days is required for the issue of the form. This form is not required for movements within the European Union.
- 7.4.21 These forms have to be originals and cannot therefore be faxed but have to be mailed or sent by mail/express courier. In case that an express courier has to be used to ensure that the form is available in time before shipment, all associated costs shall be the responsibility of the Contractor.
- 7.4.22 The written request for a 302 form shall contain the following information:
- a. Purchaser Contract Number,
 - b. CLIN, Designation and Quantities,
 - c. Destination,
 - d. Number and Gross Weight,
 - e. Consignor's and Consignee's Name and Address,
 - f. Method of Shipment, i.e. road, rail, sea, air, etc.
- 7.4.23 If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Customs Officer a written statement establishing that his country refuses to accept the Form 302. Only after having received Purchaser's approval the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost

against presentation of pertaining documents.

- 7.4.24 The Contractor shall inform forwarding agents of the availability of Form 302 and how this form is utilised to avoid the payment of customs duties. This Form 302 shall be added to the shipping documents to be provided to the carrier.

Notice of Shipment

- 7.4.25 10 working days before each shipment of supplies, the Contractor shall provide the Purchaser's ILS officer with a notice of shipment comprising the following details:
- a. Shipment Date,
 - b. Contract Line Item,
 - c. Consignor and Consignee,
 - d. Number of Packages/Containers,
 - e. Final/Partial Shipment,
 - f. Mode of Shipment,
 - g. Number of 302 Forms used.

Shipment Loss

- 7.4.26 The Contractor shall ship all required hardware, software, and installation or testing tools to the locations designated by the Purchaser. The Contractor shall be responsible for resolving or replacing any loss incurred during shipping.

Package marking

- 7.4.27 The packages or containers in which supplies are transported shall, in addition to normal mercantile marking, be marked with the following data on a separate nameplate (or transfer or stamping if nameplate is not practical):
- a. Purchaser project title,
 - b. Purchaser contract number,
 - c. Purchaser CLIN as per Schedule of Supplies and Services,
 - d. System/sub-system denomination,
 - e. True Manufacturer's part number, serial number and revision level.

Bar Coding Identification of Equipment and Components

- 7.4.28 To facilitate equipment and associated items management, accountability and maintenance, bar codes will be affixed to the deliverables of this contract. Marking of the bar codes shall be accomplished in a manner that will not adversely affect the life and utility of the item or component. The bar code application shall be capable of withstanding the same environmental conditions

as the item and of lasting the lifetime of the item. In some cases, when appropriate, the Purchaser may direct the Contractor to attach a long wearing tag to the item rather than affixing the bar code directly.

- 7.4.29 Using the format (syntax) provided by the Purchaser, the contractor shall develop and generate a typical bar code for one of the equipment item and forward it to the Purchaser for “readability” test.
- 7.4.30 Bar coded items will be recorded in the MDS and verification will be performed during the FAT (Factory Acceptance Test).
- 7.4.31 The Contractor shall include a packing slip with readable bar codes in any material shipment. No goods will be shipped without bar coding being completed.
- 7.4.32 A bar code catalogue shall include picture, name, part number, quantity and the readable bar code for all the equipment major/sub-assemblies, loose items, spare parts etc. will be included in the documentation (the complete barcode catalogue shall be included in the Technical Manual) and one plasticized copy placed inside each container/vehicle. A second barcode catalogue shall be developed for the initial spares kit and placed inside the spares transport box.
Warning: the plasticized barcode catalogues, placed inside the container/vehicles and transport boxes, shall be waterproof and durable.
- 7.4.33 Details on items that need to be bar coded and on the type of bar code that shall be used will be provided by the Purchaser at the kick-off and requirements clarification meeting.

7.5 Warranty

- 7.5.1 The Warranty requirements are covered in **Article 27** of the General Provision document, and supplemented in **Article 22** of Special Provision. The warranty requirements included in this document (Statement of Work) covers warranty implementation and management processes.
- 7.5.2 The Contractor shall warrant the delivered ECM Systems after the date of Final Systems Acceptance (FSA), in accordance with the Warranty provisions set forth in Contract Special Provisions, for a period of minimum one year.
- 7.5.3 If the Option(s) for Contractor support is/are exercised by the Purchaser, (following successful delivery of the ECM systems, and completion of the warranty period of this Contract) the Contractor shall provide such support under the terms of the Contract in accordance with the requirements outlined in the Statement of Work.
- 7.5.4 The Contractor shall be solely responsible for all costs to implement and administer the required warranty throughout the entire warranty term(s).
- 7.5.5 The Contractor shall preserve all warranties of the Purchaser Furnished Equipment (vehicles) provided for ECM integration.
- 7.5.6 Any item returned for repair will be despatched by the Purchaser from theatre (if deployed) to the NATO Storage Depot, Southern Operational Centre (SOC),

Taranto, Italy. It is the Contractors responsibility to collect the unserviceable item and return a serviceable repaired or new item to the NATO Storage Depot, at the Contractors own expense, for onward despatch to theatre from NATO Storage Depot, Southern Operational Centre (SOC), Taranto, Italy within 90 working days.

- 7.5.7 The Contractor shall provide Next Business Day technical assistance during the warranty period for all hardware and software provided under this Contract for one year from the time of FSA.
- 7.5.8 Technical support shall be made available during the warranty period and following receipt of a call the initial response shall be provided within one working day.
- 7.5.9 Defective magnetic and electronic media storage devices (i.e. Compact Discs (CD), hard drives, USB memory devices, etc.) shall remain NATO property, at no additional cost, and shall not be returned to the Contractor when being replaced.
- 7.5.10 Should the Contractor become aware at any time before the completion of the Contract that a defect exists in any contractor provided supplies, the Contractor shall promptly correct the defect at no additional cost to the Purchaser.

8 TEST AND ACCEPTANCE

8.1 General Principles

- 8.1.1 The Contractor shall verify that the delivered System complies with each of the requirements specified in the System Requirements Specification (SRS) (Annex A).
- 8.1.2 All equipment and facilities identified as a configuration item and supplied by the Contractor shall be tested under the control of the QA organisation defined in Section 5.
- 8.1.3 The Contractor shall conduct formal tests according to Purchaser-approved Test Documentation.
- 8.1.4 The Contractor shall document the results of the tests in Test Reports, which are subject to Purchaser approval.
- 8.1.5 All testing shall be the responsibility of the Contractor who shall provide all the personnel, documentation, equipment and facilities required to complete all testing and shall maintain complete records of all testing. The Contractor shall provide and be fully responsible for all test objects, materials and personnel (test subjects) as necessary and required for the testing and acceptance activities as defined in the Contract. This includes, but is not limited to, equipment insurance, authorisations for handling special substances, health and life insurance, etc.
- 8.1.6 The Contractor shall, for all items of equipment delivered under this Contract that are of an existing design with no, or only minor modifications and have been subjected to qualification tests during the last three (3) years, submit to the Purchaser all the necessary certified documentation in the form of test procedures, test result certificates, and associated curves and drawings, etc. to demonstrate that the equipment meets the requirement of this Contract. Where applicable, the justification of the fact that an applied or envisaged modification would not invalidate a granted qualification shall also be given and shall be subject to the Purchaser's concurrence.
- 8.1.7 The Contractor shall, where applicable, provide the justification of the fact that an applied or envisaged modification would not invalidate a granted qualification and it shall be subject to the Purchaser's concurrence.
- 8.1.8 The Contractor shall, for any item of equipment that has been newly developed or designed, or any item of equipment that has been substantially modified or redesigned to meet the requirements of this Contract, or an item that does not comply with Para 8.1.6 above, conduct first article qualification testing.
- 8.1.9 The Contractor shall provide as part of the PIP a Test Plan detailing all test and evaluation activities (see Section 2.12).
- 8.1.10 The Contractor shall develop test scenarios that shall be used in testing operational functionalities of the system (in particular for SAT).
- 8.1.11 The Contractor shall indicate in this plan the stages relevant to testing, e.g. test procedures, preparation and approval, testing and test reports.

8.2 Organisation and Responsibilities

- 8.2.1 The Contractor shall designate one (1) person to act as the overall Test Director for all formal T&E activities.
- 8.2.2 The Contractor shall allocate qualified personnel to form a T&E team for the implementation.
- 8.2.3 The Contractor's T&E organisation shall include a designated Engineer with detailed knowledge of each type of System who shall be the point of contact to respond to clarification requests by the Purchaser's representatives during test planning and execution and following delivery of test reports to the Purchaser.
- 8.2.4 The Purchaser reserves the right to approve or reject the Contractors test and evaluation activities, including test documentation, test procedures, test conducted, analysis and test results. For test clarification, the Purchaser may require additional testing and test documentation.
- 8.2.5 Final approval of all relevant equipment and System test reports by the Purchaser is a prerequisite for the Final Systems Acceptance (FSA).
- 8.2.6 The Contractor shall execute all tests required in this document in the presence of the Purchaser's representatives.

8.3 Test Plan

- 8.3.1 The Contractor shall provide a Test Plan (TP) documenting the Test and Evaluation (T&E) activities and schedules to be accomplished in accordance with the requirements specified in this SOW as part of the PIP.
- 8.3.2 The Contractor shall describe in this plan, in detail, the testing for all systems hardware and software performance requirements.
- 8.3.3 The Contractor shall include in this plan all T&E activities of Para 8.6 and shall allocate each individual T&E activity to one or more of these tests.
- 8.3.4 The Contractor shall indicate in the traceability matrix at which stage and by which method (test, inspection, analysis or demonstration) the evaluation shall be performed.
- 8.3.5 The Contractor shall conduct T&E activities as specified in Para. 8.6 in accordance with the Contractor provided and Purchaser approved:
 - a. System Test Objectives (STO);
 - b. System Test Procedures (STP);
 - c. System Test Reports (STR).
 - d. The Purchaser will witness all T&E activities as specified in 8.6.

8.4 Definition of Tests

- 8.4.1 Factory Acceptance Tests (FAT) - First Article: Tests which are applied to each

of the first manufactured type of ECM system.

- 8.4.2 Factory Acceptance Tests - Subsequent Article: Tests which prove that a manufactured article has been produced to the same design and standard as the first tested System.
- 8.4.3 Site Acceptance Test (SAT): Tests which are applied to all Systems after their delivery to the NATO Storage Depot.
- 8.4.4 As part of the SAT, the Purchaser will conduct an Operational Demonstration of the delivered Systems.

8.5 Test Waivers

- 8.5.1 In cases where the Contractor has previously successfully completed qualification testing to national or international standards for assemblies, subassemblies, components, or parts, he may submit documentation which substantiates the particular test requirement. The Purchaser reserves the right to review and approve or reject the test documentation for acceptance and waiver of the particular test requirement.
- 8.5.2 In order for the Purchaser to consider such a request for waiver of testing, the Contractor shall produce the following documentation:
 - a. The nationally or internationally certified test results;
 - b. The test standards, procedures and methods employed on the testing;
 - c. The equipment specifications, which must be identical to the equipment under test and have a frozen baseline configuration (e.g. NATO Stock Number and/or true manufacturing number).
- 8.5.3 In conjunction with the above, the Contractor shall certify that the equipment to be manufactured is identical to that which was originally tested and certified, or advise the Purchaser of design/construction changes which affect form, fit or function. In the latter case, the Purchaser, after review of such changes and their impact, reserves the right to require retest and recertification of the modified equipment, at no additional cost to the Purchaser.

8.6 Test Objectives

FAT – First Article

- 8.6.1 The Contractor shall verify at these tests that individual modules and sub-systems, identified as a Configuration Item (CI), have been produced to meet the appropriate engineering design specifications and are fault-free.
- 8.6.2 The Contractor shall test all new design items in addition to existing design items (COTS).
- 8.6.3 The Contractor shall, in case of an existing design item that has been procured with no or only minor modifications and has already been subject to qualification tests, deliver appropriate certified documentation by a recognised body.

- 8.6.4 The Contractor shall verify that each higher level assembly, and subassembly, have been integrated properly to meet the specifications of the Contract.
- 8.6.5 The Contractor shall test the integrated System to demonstrate conformance with the Contract specifications and requirements.
- 8.6.6 The Contractor shall establish a test baseline of the first article, indicating the hardware items (part numbers and serial numbers) and the software items (build/version numbers), which are being tested. The test baseline will be delivered as part of the Test Plan.
- 8.6.7 This shall be repeated for each subsequent article.

FAT – Subsequent Article

- 8.6.8 The Contractor shall verify at these tests that subsequent production Systems do not differ from Systems tested under the first article FAT.
- 8.6.9 The Contractor shall not commence subsequent article testing until all modifications and/or design changes have been incorporated, consequent to any deficiencies identified during the first article testing.
- 8.6.10 The Contractor shall have full responsibility for the planning and execution of the FAT tests.
- 8.6.11 The Contractor shall update the test baseline for each subsequent article tested, indicating the hardware items (part numbers and serial numbers) and the software items (build/version numbers), which are being tested.

SAT:

- 8.6.12 The Contractor shall verify at these tests that the System associated has been delivered and installed at the pre-determined location correctly and performs to the performance specification.
- 8.6.13 The Contractor shall prepare a System level Concept of Operations (CONOPs) and Standing Operating Procedures (SOPs). These documents shall be delivered to the Purchaser for review no later than 5 weeks prior to the SAT. The Purchaser will review the proposed CONOPs and SOPs for a period of up to 3 weeks after receipt and will provide comments to the Contractor. The Contractor shall deliver the final version of the CONOPs and SOPs to the Purchaser not later than 1 week prior to the start of SAT.
- 8.6.14 The SAT testing shall be based on an operational scenario derived from the CONOPs and SOPs mentioned above.
- 8.6.15 The Contractor shall commence SAT only after the Purchaser's written confirmation of successful completion of all FAT tests.

8.7 Provision, Approval and Revision of Test Procedures

- 8.7.1 The Purchaser will review the proposed Test Procedures for a period of up to 3

weeks after receipt and will provide comments to the Contractor and requests for revisions at the end of the review period.

- 8.7.2 The Contractor shall provide the Purchaser all information and clarifications requested by the Purchaser during evaluation of the test procedures.
- 8.7.3 The Contractor shall deliver the final version of the Test Procedures to the Purchaser not later than 2 weeks prior to the start of any formal testing.
- 8.7.4 The Purchaser will endeavour to provide approval or rejection of the Test Procedures within 1 week of receipt of the final version.
- 8.7.5 The Contractor shall not commence any testing without Purchaser approval of the Test Procedures.
- 8.7.6 If the application of the approved Test Procedures reveals flaws in the process which produce inaccurate, deficient or otherwise inadequate results, the Purchaser shall require the Contractor to revise the Test Procedures to correct such anomalies and to repeat the tests either wholly or partially at no increase in the cost of this Contract.
- 8.7.7 This action will apply in cases where the approval of the Test Procedures was based primarily on statements or assertions of the Contractor in his documentation and flaws in the application of the testing could not reasonably have been foreseen by the Purchaser in his review of the Test Procedures prior to acceptance testing.

8.8 Content of Test Procedures

- 8.8.1 The Contractor shall include in the test procedures the following:
 - a. A general statement at the beginning of any conditions which must be satisfied prior to application of the test with, if applicable, a block diagram showing the proposed method of meeting the test requirements;
 - b. A concise definition of the objective of each test or test series, associated acceptable results;
 - c. A description of which items are the subject of each test, including part numbers, serial numbers or build/version numbers;
 - d. A statement of the equipment and facilities required to conduct the test or test series shall be included;
 - e. The initial conditions that the equipment and associated facilities must be set prior to beginning the test or test series shall be clearly defined;
 - f. Any special techniques or procedures which must be utilised during implementation of the test or test series;
 - g. Precise, step-by-step detail of the actions to be taken and any results to be observed during the procedure implementation section.

- h. Test results sheets for completion during conduct of the testing as an integral part of the test procedure with associated test results values and indication of pass or fail of those results.

8.9 Test Reports

- 8.9.1 The Contractor shall record the results for each test called out in the test plan in a test report, using the test results sheets incorporated in the relevant test procedure.
- 8.9.2 Where the Purchaser or his representative has witnessed the testing, the Contractor shall make appropriate annotation on each page of the test results and the whole report shall be signed by both the Contractor and Purchaser on completion of that testing.
- 8.9.3 The Contractor shall record any failure to complete a test successfully and shall log it by a suitable procedure, as well as note it in the test report.
- 8.9.4 The Contractor shall arrange for test report formats to be uniform throughout the programme and each test report shall include the following data:
 - a. Identification of tested item and its modification status;
 - b. Time and location of test;
 - c. Test procedure issue used and a red-lined copy thereof of any deviations approved by the Purchaser;
 - d. Names and signatures of test personnel, plus witnesses;
 - e. Block diagram of the test arrangements, with a list of test equipment used and calibration date;
 - f. Test results, with direct comparison to specified limits;
 - g. Chart recordings, photographs, etc. as necessary;
 - h. Discrepancies observed and remedial action taken, including the disposition of any written observation entered on the test results sheets by the Purchaser.
- 8.9.5 The Contractor shall deliver the Purchaser copies of test reports at the latest 2 weeks after the completion of the tests.

8.10 Test Failures

- 8.10.1 Should a failure occur during testing, a failure report shall be raised by the Contractor and a preliminary investigation shall be immediately carried out in order to classify the failure as one of the following:
 - a. Class "A": there is evidence that the cause was an external or transient condition, or;

- b. Class “B”: there is mutual agreement that the cause was an inherent design or manufacturing deficiency (and includes software errors) in the unit under test, or;
 - c. Class “C”: When the specific nature of the cause cannot be immediately determined and a more detailed investigation is required before a conclusion can be drawn.
- 8.10.2 In the event that a preliminary investigation results in the classification of a failure as Class A, the Contractor shall repeat the test at least three (3) successive times.
- 8.10.3 If all the retests are successful, the observation will be closed by the Purchaser and the Contractor shall resume testing from the point immediately after which the failure occurred.
- 8.10.4 If a failure is encountered prior to the successful completion of the retest, the Contractor shall re-categorise the failure as class "B" or "C".
- 8.10.5 In the event that a failure is classified as Class B, the Contractor shall reject the equipment and shall suspend all testing related to that particular series of tests until such a time as the Contractor determines the specific cause of the failure and proposes appropriate remedial action acceptable to the Purchaser.
- 8.10.6 The Contractor shall be responsible for all costs related to the rectification of deficiencies or failures and subsequent retesting caused by the design or production of the deliverables identified during the verification and/or testing cycles.
- 8.10.7 The Contractor shall be responsible for any travel, subsistence and other incidental expenses incurred by the Purchaser as a result of the requirement for the re-performance of tests necessitated by test failures. The Purchaser will direct the payment method and modalities for any reimbursement(s) due.
- 8.10.8 The Contractor shall seek the Purchaser's agreement of a mutually suitable time at which testing shall be resumed, subsequent to the Purchaser having accepted the contents of a formal submission by the Contractor providing full details describing the cause of the failure and the recommended remedial actions to be taken.
- 8.10.9 In the event that a failure is classified as Class C, the Contractor shall immediately suspend all testing until such a time as the Contractor completes a detailed investigation and subsequently recommends to the Purchaser that the failure be re-classified as Class A or Class B, whichever is appropriate. The actions previously described relating to these classifications shall then be commenced.
- 8.10.10 In this context, should it be determined that the test failure was due to a component failure and not attributable to a deficiency in equipment design, or a defective process during manufacture of the equipment, then the defective component may be replaced and the failure re-classified as Class A.

8.11 Final System Acceptance (FSA)

8.11.1 In order to request FSA the Contractor shall have successfully completed all of the following:

- a. Successful completion of all Factory Acceptance Tests;
- b. Delivery of all Systems to NATO Storage Depot location and successful completion of Site Acceptance Testing, including submission of the Test Report;
- c. The successful completion of required training courses for operating and maintenance personnel and train the trainer;
- d. The delivery of all required spare parts (to include 'spares', 'repair parts' and 'technical consumables'), and support equipment (to include TTE and PHS&T equipment);
- e. The delivery of the following documentation:
 - FAT Report,
 - SAT Report,
 - System Inventory,
 - TMs, COTS Manuals and Training Documentation,
 - Configuration Status of each System,
 - Observations.

8.11.2 The Contractor shall identify, document and maintain a complete listing of all deficiencies discovered during the testing leading up to its request for FSA and those which otherwise may exist at the time that the System is offered to the Purchaser for FSA.

8.11.3 A deficiency is defined as an identified failure to meet a contractual requirement, which is minor and not of sufficient gravity to prevent the minimum acceptable operational capability of the System.

8.11.4 The Contractor shall maintain a list of deficiencies and contain the following information:

- a. A serial number for each deficiency;
- b. Description of the deficiency;
- c. Date of the observation of the deficiency and expected date of its correction;
- d. The authorised personnel raising and endorsing the observation;
- e. Any clearance action taken such as repair and testing, notification, receipt of a written reply from the Contractor, etc.;
- f. The authorised personnel endorsing the correction and the date of correction.

8.11.5 The Contractor shall include and appropriately document in the Contractor's

listing of deficiencies all perceived deficiencies observed by the Purchaser during testing or other inspection procedures.

- 8.11.6 At such time as the Contractor has completed the requirements of Para 8.11.1 to 8.11.5, he shall notify the Purchaser in writing a FSA Report that the System is offered for Final System Acceptance.
- 8.11.7 The FSA Report for each System submitted to the Purchaser shall include the following information:
- a. Status of each individual equipment, sub-systems i.e. installation, integration, notification, operation etc.;
 - b. Status of tests and test reports;
 - c. Status of inventory;
 - d. Status of documentation relevant to the acceptance;
 - e. Status of training package;
 - f. Listing of identified and documented deficiencies, and how those deficiencies have been corrected;
 - g. Listing of all software in the latest level of release;
 - h. All training requirements for Purchaser personnel have been fulfilled.
- 8.11.8 Within 6 weeks of the receipt of a Request for FSA, the Purchaser will schedule a FSA meeting at the location of the offered System.
- 8.11.9 The FSA meeting will be chaired by the Purchaser with the objective to verify that all contract requirements (except warranty) have been met and that the Purchaser may grant the FSA thereof.
- 8.11.10 The Contractor shall prepare a written record of the FSA meeting in the form of meeting minutes which shall be completed and signed by the representatives of the Contractor and Purchaser respectively.
- 8.11.11 Within 1 week of the FSA Meeting, the FSA Minutes shall be forwarded to the Purchaser's designated Contracting Authority who will formalise the decisions of the FSA Meeting in writing and officially notify the Contractor of such decisions within 8 weeks of receipt of the FSA Minutes.
- 8.11.12 Upon the granting of FSA, the Certificate of Conformity will be considered to be final and without condition.
- 8.11.13 Upon the granting of Final Systems Acceptance by the Purchaser, the Warranty obligations under the Contract shall commence for the Contractor.

9 DOCUMENTATION

9.1 Technical Documentation

- 9.1.1 The Contractor shall provide Technical Documentation which consists of the following:
- a. Technical Manuals (TM) – at minimum one Operating Manual and one Maintenance Manual;
 - b. Training Documentation;
 - c. As Built Documentation.
- 9.1.2 The Contractor shall develop the Technical Documentation in English (United Kingdom Standard).
- 9.1.3 The Contractor shall, wherever possible, limit the information contained in the Technical Documentation to that which can be NATO UNCLASSIFIED.
- 9.1.4 The Contractor shall include Information of a higher security classification only if it is essential for the effective operation and maintenance of the ECM systems.
- 9.1.5 The Contractor shall, for each printed page or displayed image, identify the security classification and shall handle and transport classified documentation in accordance with NATO security regulations.
- 9.1.6 The Contractor shall use SI units in the Technical Documentation.

9.2 Documentation Control

- 9.2.1 The Contractor shall implement quality control procedures for the design and production of the Technical Documentation.
- 9.2.2 The Contractor shall provide evidence that quality control has been maintained and that inspection and validation of the delivered documentation has been performed.
- 9.2.3 The Contractor shall detail the QA methods, development schedule, and activities, and identify all documentation material required to meet the Contract in the Quality Plan.

9.3 Technical Manuals

- 9.3.1 The Contractor shall develop Technical Manuals (TMs) for the operation and support of the ECM systems including the use and support of all Contractor-provided support equipment. The TM shall orient users to the use of all the functionalities introduced with the ECM systems quickly and succinctly, and hence reduce the number of simple fix calls to Local First and Second Level Support (Purchaser recommends reuse/reference COTS manuals as much as possible).
- 9.3.2 The TM shall include:
- a. System Description;

- b. Equipment Descriptions;
- c. Installation and Commissioning Instructions;
- d. Operating Instructions;
- e. Calibration, Routine and Preventive Maintenance;
- f. Fault finding techniques;
- g. 1st, 2nd and 3rd level maintenance of the system/equipment (including system failure recovery and dismantling/re-assembly of equipment groups of each ECM system);
- h. Support equipment description and maintenance and off-line diagnostics description and use;
- i. Illustrated Parts Breakdown;
- j. System Operator Information (use of all System functions, features and modes);
- k. System Manager Information (Software user, computer system operation and diagnostics and software version description);
- l. System Operator user guide including first steps and basic operations as well as quick reference guides;
- m. Any other required information.

9.3.3 The manuals shall be consistent with Administration functionality of the equipment.

9.4 Technical Manual Development

9.4.1 The Contractor shall develop and provide a Documentation Plan.

9.4.2 The Contractor shall provide a draft of the Documentation Plan as part of the PIP.

9.4.3 The Contractor shall describe in this plan the general procedures, terms and conditions governing the planning, selection, preparation and delivery of technical manuals and COTS manuals required to operate and maintain the Systems.

9.5 Commercial Off-the-Shelf Manuals

9.5.1 The Contractor shall provide manufacturers' standard user manuals and documentation (English version) for all Commercial Off-the-Shelf (COTS) deliveries.

9.5.2 The Contractor shall provide COTS manuals for operation, 1st, 2nd and 3rd level maintenance and other instructions applicable to COTS hardware and software.

9.5.3 The Contractor shall provide COTS manuals in electronic and hardcopy format. Where no electronic copy of the documentation can be obtained, the associated

documentation can be accepted in hard copy only. The Purchaser shall be advised accordingly together with a proof that no electronic version exists or can be produced. Each individual piece of COTS equipment shall be accompanied by its respective documentation and three (3) complete sets shall be delivered separately to the Purchaser.

- 9.5.4 If the contents of the COTS manuals do not support the operation, maintenance and support sufficiently, the Contractor shall develop COTS TM supplements in English (United Kingdom Standard).

9.6 As Built Drawings.

- 9.6.1 The Contractor shall ensure that as built drawings are provided, which show full details of how all the major assemblies of supplied equipment have been physically installed and mechanically/electrically integrated. The number and scale of each drawing (where applicable) shall be clearly indicated, in addition to the issue number of each drawing. Definitions may be given on the drawing, where used, or a summary sheet or sheets at the front of the document. All drawings should be to a scale of not less than 1:50.

- 9.6.2 As built drawings shall be self-sufficient and independent of any other documents and shall cover the following:

- a. Plans of the physical details of all installed equipment, apparatus and devices;
- b. All equipment “floor and wall plans” are to include the physical details of all installed equipment, apparatus and devices.
- c. Location plan with complete details of all cross-connection junction boxes, frames and patch panels.
- d. A plan showing the description of all lightening protection, grounding conductors, electrodes joints and where they are connected to any existing grounding system (including, if applicable, internal and external).
- e. Physical details of all cable racking, cable identification numbers and cable functions to include as appropriate all connections, connectors and sockets.
- f. Details covering all wiring termination points including wire number system used and colour coding details, if applicable
- g. Ancillary equipment details to include, as appropriate, connection points and termination points.
- h. The functions of all inter-connecting cables, including cabling used for extending physical location of equipment, with their codes, colour code and the function of each separate conductor.
- i. Lightning conductor and grounding drawings covering connectivity, codes, colour code and the function of each separate conductor with an identification of which equipment is being protected

- j. The drawings shall be printed on not larger than A-1 sized sheets and shall also be provided on computer media form, supported by the Purchaser.
- k. Details of all interfaces and details of all cable racking, cable numbers and functions to include all appropriate types of connections, connectors and sockets.
- l. A copy of the complete set of configuration data used to setup the system after on site testing.

9.7 Technical Manual Review & Delivery

- 9.7.1 The Contractor shall submit all TMs in electronic Adobe Portable Document (PDF) and hardcopy format to the Purchaser for review and comments as applicable.
- 9.7.2 The Contractor shall provide a first draft of each deliverable for Purchaser review 6 weeks prior to the FAT. The first draft shall be substantially complete and correct. The Purchaser will review and provide comments, corrections and suggested changes to the Contractor within 4 weeks of receipt.
- 9.7.3 The Contractor shall correct in the final draft TMs all documented errors and deficiencies from first draft and shall prepare the final versions of the TMs for the final review by the Purchaser.
- 9.7.4 After the TM final review, the Contractor shall make any Purchaser-required changes and shall publish the approved TMs 1 week before FAT.

9.8 Training Documentation

- 9.8.1 Training documentation is the sum of data, guidance and instructions either in electronic format or in hardcopy used to support a training programme e.g. hardcopy hand-outs, Computer Based Training (CBT) CD-ROMs, digital versatile disks (DVDs), video, slides, view foils and files on computer discs.
- 9.8.2 The Contractor shall deliver all Training Documentation in electronic Adobe Portable Document (PDF) format and in hardcopy format.
- 9.8.3 The Contractor shall avoid the use of classified data in training documentation.

10 TRAINING

10.1 General

- 10.1.1 The Contractor shall develop all hardware and software training and organise and conduct training courses.
- 10.1.2 The Contractor shall provide training (e.g. courses and associated training materials) in order to enable the Purchaser to operate and maintain the ECM Systems and any associated support equipment.
- 10.1.3 The Contractor shall cover in this training all aspects and activities required for operation, maintenance and support of the Systems.
- 10.1.4 In the development of the training courses and training materials the Contractor shall consider the following roles for the ECM Systems: Operators, Maintainers and Instructors.
- 10.1.5 The Contractor shall carry out appropriate courses to cover the following:
 - a. ECM System Operator Course. One training session for personnel who will operate the ECM System and run simulations with the Convoy Protection Planning Tool (Vehicular and Static);
 - b. ECM System Maintenance Course. One training session for personnel who will maintain the System (Vehicular and Static) (to include ECM fill development) ;
 - c. ECM System Train-the-Trainer Course. One specific train the trainer training session (covering both Vehicular and Static systems) for instructors who will provide follow-on training for the NRF staff rotation.
- 10.1.6 The Contractor shall describe in the Training Plan the courses in order to meet the training requirements indicated above. The maximum number of students per training session shall be 15.
- 10.1.7 The Contractor shall assure that all training provided allows operation and maintenance in accordance with the operational requirements and support concept.
- 10.1.8 The training for operators and instructors shall be developed based on the assumption that they are experienced military operators with an electronics background without formal civilian qualifications.
- 10.1.9 The Contractor shall include in the Training documentation the following:
 - a. all data necessary to perform operator and maintenance training;
 - b. all data necessary to perform instructor training to permit an experienced training staff to conduct and further develop training courses in all aspects of the ECM System operation and support;
 - c. training course material and instructor material.
- 10.1.10 The Contractor shall provide all draft training documentation 6 weeks prior to the first training session. The Purchaser will review the training documentation

for 4 weeks and provide feedback to the Contractor. The Contractor shall update the documentation and submit the final version for Purchaser's approval 1 week prior to the first training session.

- 10.1.11 Prior to each course, the Contractor shall provide each trainee with the Purchaser approved training course material. The trainees will retain this material for future reference.
- 10.1.12 The Contractor shall provide a complete set of the Contractor's instructor material for the courses concerned to each instructor trained.

10.2 Training Plan

- 10.2.1 The Contractor shall develop and provide a Training Plan as part of the PIP. The Training Plan shall be structured according to the template provided in the SOW (Bi-SC Directive 75-7 Annex-J).
- 10.2.2 The Contractor shall conduct a Training Needs Analysis (TNA), as described in Bi-SC Directive 75-7. The results of the TNA shall be captured in a TNA Report (conform the Bi-SC Directive 75-7).
- 10.2.3 The Training Plan shall address all aspects of training including the planning and conduct of the TNA and describe how it will meet the Training requirements found after the TNA for initial and follow-on training.
- 10.2.4 This Training Plan shall address all stages of training development, delivery, and support covered under this Contract. The Training Plan shall describe in a coherent way how training will be developed, delivered, and maintained throughout the life of the Vehicular ECM and the Static ECM capability.
- 10.2.5 The Contractor shall describe in this plan the approach to training, milestones, resource requirements, management structure, interrelationships and other tasks related for training development.
- 10.2.6 The Training Plan shall describe the training documentation for each course including but not limited to the syllabuses, schedules, course prerequisites (both for attendees and physical resources), evaluations and instructors.
- 10.2.7 The Contractor shall provide information in this plan on the training to be provided to the NRF personnel for all Systems, sub-systems and equipment provided under this contract.
- 10.2.8 The Contractor shall recommend in this plan the mode(s) of training (e.g. formal classroom, individual computer-based, on-the-job, commercial or a combination) and the rationale for those recommendations for each type of training (User , technical, etc.).
- 10.2.9 The Training Plan shall describe the support to be provided by the Purchaser (manpower, services and material).
- 10.2.10 The Contractor shall develop and provide in the Training Plan a list of training equipment required for each course. The Contractor shall assure that this material is available at the date of training.

10.3 Training for Operator and Maintenance Personnel

- 10.3.1 The Contractor shall provide training covering all aspects required to operate and maintain the ECM systems. The Contractor shall develop and maintain the Training Course Proposal and Justification based on the results of the Training Needs Analysis.
- 10.3.2 The Contractor shall cover in this training all operational, hardware and software maintenance aspects at 1st, 2nd and 3rd level.
- 10.3.3 The Training shall describe the process for Training Evaluation both immediately post course attendance and then 6 months later. In addition the contractor shall identify the training review process should shortfalls occur or be identified. The training course evaluation should be addressed in the Training Plan and is an activity separate from training course itself (it is a Project Management/Quality Assurance activity). The student feedback form shall be part of the training course.
- 10.3.4 The Contractor shall cover in this training the following:
- a. Operating the ECM System with all operational features;
 - b. Use of the Convoy Planning Tool with all operating features;
 - c. Reading drawing and schematic diagrams of the system and sub-systems;
 - d. Using the Built-In-Test Equipment (BITE) and Test Equipment for system performance evaluation;
 - e. Performing adjustments as necessary to optimise performance of the systems;
 - f. Performing all preventive maintenance;
 - g. Fault identification and isolation through employing Built-In-Test Equipment (BITE), on-line/off-line diagnostics and analyses of the test results and other observations to locate faults to an LRU to restore the system to operation;
 - h. Removing and replacing LRUs;
 - i. Performing software support operations tasks (including ECM Fill deployment);
 - j. Assessing the coverage performance of the ECM System;
 - k. Dismantling, preparation to move and re-installation of the System;
 - l. Integration and connection of the ECM into the vehicle and the operation of vehicle equipped with ECM.
- 10.3.5 The Contractor shall give the operator and maintenance training at a NATO location in Europe (to be identified during the Training Needs Analysis).

10.4 Specific Training for Instructors

- 10.4.1 The Contractor shall provide training for up to 15 instructors designated by the Purchaser. Train the Trainer (T-t-T) courses are executed using pilot training courses. In a first pilot, Purchaser's instructors are trained by the Contractor. In pilot 2 the Purchaser's instructors witness the training operational and maintenance courses given by the Contractor.
- 10.4.2 The Contractor shall cover in this training the following:
- a. Principles and theory of operation of the procured ECM System design;
 - b. Both Vehicular and Static ECM System operation;
 - c. The various functions and interfaces of the systems/sub-systems and functional modules;
 - d. Use and application of all support equipment such as Test Equipment etc.;
 - e. All System and equipment tests;
 - f. Hardware and software maintenance;
 - g. Support and repair;
 - h. Maintenance and update of training material provided by the Contractor;
 - i. Capabilities, limitations, and quirks of the system.
- 10.4.3 The Contractor shall give the instructor training at a NATO location in Europe (to be identified during the Training Needs Analysis).

10.5 Training Courses

- 10.5.1 The Contractor shall conduct courses at the times and in the locations stated in the Schedule of Supplies and Services.
- 10.5.2 The Purchaser will provide the classroom space for training. The Contractor shall request the reservation of the training classroom 6 months before the training execution. The Contractor shall provide the classroom equipment and materials required during the training.
- 10.5.3 The Contractor shall endeavour to consolidate as far as possible the training of System operators, the training of the System maintainers and the training of instructors for the each type of System via On the Job Training (OJT) and practical evaluation (as concluded through the TNA and approved by the Purchases).
- 10.5.4 Where On the Job Training (OJT) is called for, the Contractor shall provide an OJT Guide. Following the "Train the Trainer" approach previously advocated. The OJT Guide shall be a complement to materials provided to students attending formal training. It shall contain all necessary information to prepare

and conduct OJT, including practical exercises and examinations for replacement personnel. It shall include fault-finding or fault-isolation exercises in accordance with the agreed O&M concept.

- 10.5.5 The Contractor shall include appropriate hands-on training in all courses, using the actual or identical ECM System installations or equipment for this purpose.
- 10.5.6 The Contractor shall provide Sharable Content Object Reference Model (SCORM – edition 4, SCORM 2004) Compliant Computer-Based-Training (CBT), which can be delivered to the students over the Internet, on private networks and as stand-alone material on electronic media such as CD/DVD.

10.6 Training Documentation and Equipment

- 10.6.1 The Contractor shall match the training documentation for use with a number of recognised approaches (as concluded through the TNA and approved by the Purchases), including as a minimum: formal classroom instruction, interactive, self-directed, SCORM Compliant Computer-Based-Training (CBT), hands-on training and on the job training.
- 10.6.2 The Contractor shall include in the documentation sufficient instructions to guide students through all the specified training. The training documentation shall comply with the recommendations in Bi-SC directive 75-7.
- 10.6.3 For each course, the Contractor shall include in the training documentation, course documentation for trainees and instructor material to support a training programme. The training documentation shall cover as a minimum all topics identified in the course syllabuses included in the Training Plan.
- 10.6.4 The Contractor shall provide training handbooks for each training course. The Contractor shall provide the student with necessary information on all lesson objectives and contents, guidance for all learning activities and cross-references to assist the students in achieving the course objectives.
- 10.6.5 The Contractor shall provide the Instructor a complement to the training handbook. The Contractor shall contain in this complement all necessary information to prepare, conduct and evaluate lessons, exercises and examinations. This shall include fault-finding or fault-isolation exercises and classroom or practical examinations with the associated answers.
- 10.6.6 The Contractor shall develop and provide all training documentation to the Purchaser for review and approval.
- 10.6.7 The Contractor shall provide updates whenever the equipment or the course material is changed.
- 10.6.8 The Contractor shall provide Purchaser approved course material prior to each course, for each trainee, which they can take away for future reference.
- 10.6.9 The Contractor shall provide a complete set of the Contractor's instructor material for the courses concerned to each instructor trained. This will enable the Purchaser to repeat the same courses or to modify them. This material shall

be identical to the training documentation used by the Contractor in preparing for and conducting the same type of courses.

10.7 Course Instructors

- 10.7.1 The Contractor shall include the curricula vitae of his proposed instructors in the Training Plan.
- 10.7.2 The Contractor instructors shall be certified engineer/technicians, thoroughly familiar with the subject matter. They shall have experience in preparing and conducting training.
- 10.7.3 The Contractor instructors shall meet a minimum of SLP 4444 in English in accordance with STANAG 6001.

10.8 Course Administration

- 10.8.1 During the performance of the training course, the Contractor shall regularly test the students to evaluate their understanding of lectures, material and practical achievements and their use of the training documentation provided.
- 10.8.2 The Contractor shall provide the Purchaser with completion reports for each applicable course.
- 10.8.3 The Contractor shall provide each trainee with a certificate of training for each course completed.
- 10.8.4 A course feedback form shall be provided to every student to comment on the course contents and delivery. The completed form will be presented to the project manager for his review and shall be used as a body of evidence to support course shortcomings and remedial actions (if any).

10.9 Language

- 10.9.1 The Contractor shall prepare all documentation including training documentation in the (UK) English language.
- 10.9.2 The Contractor shall conduct all courses in the English language. All Purchasers personnel selected to attend the courses will meet the minimum Standardised Language Proficiency (SLP) of 2222 in English as specified in STANAG 6001.

A. ANNEX A – System Requirements Specifications

Annex A to the Statement of Work contains System Requirements Specifications (SRS) and is available as a separated NATO classified document (NR).

B. ANNEX B - Project Implementation Milestones

B 1. Overview

B 1.1. The Contractor shall develop, as part of the PIP, an implementation timeline that can be used to track the status of activities and deliverables. In this document time and sequence of delivery constraints are imposed and the PIP shall conform to the constraints as indicated.

B 1.2. To support the PIP development and the implementation of the project the timeline and sequence constraints are laid out in the below tabular format. This timeline shall be used by the Contractor as a scheduling and planning tool.

Table 2 Sequence and time constraints as expressed in the SOW.

Week From EDC	Activity	SOW Para.	OPR	Note
1				
2	Kick-off Meeting and requirements clarification	2.3.7	Contr.	2 weeks after EDC
3				
4				
5				
6	Submit updated PIP for review	2.3.8	Contr.	6 weeks after EDC
	Teleconference Progress Review	2.6.1	Contr.	In between 2 PRM
7				
8	Draft Progress Report and PIP/PRM agenda	2.6.5	Contr.	2 weeks prior to PRM
9	Provide feedback on the PIP	2.3.8	Purc.	3 weeks after PIP
	Formal Progress Report and PIP/PRM agenda	2.6.6	Contr.	1 week prior to PRM
10	One (1) PFE vehicle available at SOC.	SRS 2.1.4	Purc.	8 weeks before CDR
11	PIP presentation and First PRM	2.3.8	Contr.	As agreed after 9 Ws
12	PRM Minutes	2.6.7	Contr.	1 week after PRM
13	Provide feedback after PIP presentation	2.3.11	Purc.	2 weeks after PIP pres
	Draft SSDD	3.4.2	Contr.	6 weeks prior CDR
14	Final PIP	2.3.12	Contr.	1 week after feedback
15	Teleconference Progress Review	2.6.1	Contr.	In between 2 PRM
16				
17	Draft Progress Report and PRM agenda	2.6.5	Contr.	2 weeks prior to PRM
	SSDD comments and observations	3.4.8	Purc.	4 weeks after draft
18	Formal Progress Report and PRM agenda	2.6.6	Contr.	1 week prior to PRM
19	CDR	3.4.10	Contr.	2 weeks after comm.
	2nd PRM	2.6.1	Contr.	Every 8 weeks
	All five (5) PFE vehicles available at SOC	SRS 2.1.6	Purc.	After CDR
20	PRM Minutes	2.6.7	Contr.	1 week after PRM

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21	Final version of SSDD	3.4.11	Contr.	2 weeks after CDR
	CDR meeting report	3.5.6	Contr.	2 weeks after CDR
22				
23	Teleconference Progress Review	2.6.1	Contr.	In between 2 PRM
24				
25	Draft Progress Report and PRM agenda	2.6.5	Contr.	2 weeks prior to PRM
26	Formal Progress Report and PRM agenda	2.6.6	Contr.	1 week prior to PRM
27	3rd PRM	2.6.1	Contr.	Every 8 weeks
28	PRM Minutes	2.6.7	Contr.	1 week after PRM
29				
30				
31	Teleconference Progress Review	2.6.1	Contr.	In between 2 PRM
	FAT Test Procedures Draft	8.7	Contr.	6 weeks prior to FAT
	Technical Manuals	9.7.2	Contr.	6 weeks prior to FAT
32				
33	Draft Progress Report and PRM agenda	2.6.5	Contr.	2 weeks prior to PRM
34	Formal Progress Report and PRM agenda	2.6.6	Contr.	1 week prior to PRM
	Comments to FAT Test Procedures	8.7.1	Purc	3 weeks after draft
35	4th PRM	2.6.1	Contr.	Every 8 weeks
	FAT Test Procedures Final	8.7.3	Contr.	2 weeks before FAT
	Comments to the Technical Manuals	9.7.2	Purc.	4 weeks after draft
36	PRM Minutes	2.6.7	Contr.	1 week after PRM
	Approval of FAT Test Procedures	8.7.4	Purc	1 week after final
	Publish Approved Technical Manuals	9.7.4	Contr.	1 week before FAT
	Training Documentation Draft	10.1.10	Contr.	6 weeks before train.
37	FAT			
	Transportation Plan	7.4.6	Contr	4 weeks before trans.
38	CONOPs and SOP draft	8.6.13	Contr.	5 weeks prior to SAT
39	Teleconference Progress Review	2.6.1	Contr.	In between 2 PRM
	FAT Test Report	8.9.5	Contr.	2 weeks after test
40	Training Documentation feedback	10.1.10	Purc.	4 weeks after draft
41	Draft Progress Report and PRM agenda	2.6.5	Contr.	2 weeks prior to PRM
	Comments to CONOPs and SOP draft	8.6.13	Purc.	3 weeks after draft
	Training Documentation Final	10.1.10	Contr.	1 week before train.
	Transportation	7.4.5	Contr.	
42	Formal Progress Report and PRM agenda	2.6.6	Contr.	1 week prior to PRM
	CONOPs and SOP final	8.6.13	Contr.	1 week prior to SAT
	Operator and Maintenance Training	10.1.5	Contr.	
43	SAT			
	5th PRM (includes Provisioning Conference)	2.6.1	Contr.	Every 8 weeks
44	PRM Minutes (includes a complete listing of all deficiencies)	2.6.7	Contr.	1 week after PRM
45	Request for FSA	8.11.8	Contr.	6 weeks prior FSA
46	Train the trainer	10.1.5	Contr.	
47	Teleconference Progress Review	2.6.1	Contr.	In between 2 PRM
48				
49	Draft Progress Report and PRM agenda	2.6.5	Contr.	2 weeks prior to PRM
50	Formal Progress Report and PRM agenda	2.6.6	Contr.	1 week prior to PRM
51	FSA			
	6th PRM	2.6.1	Contr.	Every 8 weeks
52	FSA Minutes	8.11.11	Contr.	1 week after FSA
	PRM Minutes	2.6.7	Contr.	1 week after PRM

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53				
54				
55				
56				
57				
58				
59				
60	FSA official notification	8.11.11	Purc.	8 weeks after Minutes

C. ANNEX C – ABBREVIATIONS

Ai	Inherent Availability
AMD	Amendment
BIT	Built-In-Test
BITE	Built-In-Test Equipment
CAGE	Commercial and Government Entity
CBT	Computer Based Training
CI	Configuration Item
C-IED	Counter-Improvised Explosive Device
CDR	Critical Design Review
CLIN	Customer Line Item Number
CM	Configuration Management
CMDB	Configuration Management Database
CoC	Certificate of Conformity
CONOPS	Concept of Operations
COTS	Commercial Off The Shelf
CPM	Contractor Project Manager
CSA	Configuration Status Accounting
CSCI	Computer Software Configuration Items
DECT	Digital Enhanced Cordless Telecommunications
DTMF	Dual Tone - Multi Frequency
ECM	Electronic Countermeasures
ECMS	Electronic Counter Measures System
ECP	Engineering Change Proposal
EDC	Effective Date of Contract
FAT	Factory Acceptance Test
FCA	Functional Configuration Audit
FSA	Final System Acceptance
HQs	Headquarters
HMI	Human Machine Interface
HWCI	Hardware Configuration Item
IFB	Invitation for Bidding
ILS	Integrated Logistic Support
ISP	Integrated Support Plan
ISSP	In-Service Support Plan
JNR	Jamming to Noise Ratio
LRU	Line-replaceable Unit

LxWxH	Length, Width, Height
MDS	Material Data Sheet
MTBF	Mean Time Between Failure
MTTR	Mean Time to Repair
NCI Agency	NATO Communications and Information Agency
NQAR	National Quality Assurance Representative
NR	NATO Restricted
NRF	NATO Response Forces
NS	NATO Secret
NSPA	NATO Support and Procurement Agency
NSN	NATO Stock Number
NTM	Notice To Move
OEM	Original Equipment Manufacturer
OJT	On the Job Training
O&M	Operation and Maintenance
PCA	Physical Configuration Audit
PDF	Portable Document Format
PFE	Purchaser Furnished Equipment
PHS&T	Packaging, handling, storage & transportation
PIP	Project Implementation Plan
PM	Project Manager
PMO	Project Management Office
PMR	Private Mobile Radio
PRF	Pulse Repetition Frequency
PRM	Progress Review Meeting
PVRT	Personnel Vehicle Rough Terrain
QA	Quality Assurance
QAR	Quality Assurance Representative
QP	Quality Plan
RC	Radio Controlled
RCIED	Radio Controlled Improvised Explosive Device
RF	Radio Frequency
RFD	Requests for Deviation
RFW	Requests for Waiver
RIL	Recommended Item List
RORO	Roll-On/Roll-Off
SCORM	Sharable Content Object Reference Model
SOC	Southern Operational Centre

SAP	Security Accreditation Plan
SAT	Site Acceptance Test
SecOPs	Security Operating Procedures
SLP	Standardised Language Proficiency
SM&C	Service Management and Control
SOP	Standing Operating Procedures
SOW	Statement of Work
SRS	System Requirements Specifications
SS	System Specifications
SSA	Security Accreditation Authority
SSDD	System/Subsystem Design Description
SSRS	System Security Requirements Statement
SSS	Schedule of Supplies and Services
STO	System Test Objectives
STP	System Test Procedures
STR	System Test Reports
ST&V	Security Test and Validation
TM	Technical Manuals
TNA	Training Needs Analysis
TTE	Tools and Test Equipment
T&E	Tet and Evaluation
T-t-T	Train the Trainer
TP	Test Plan
VHF	Very High Frequency
VSWR	Voltage Standing Wave Ratio
WBS	Work Breakdown Structure
WiCR	Wireless Custom Receiver