

#### Acquisition Directorate

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NCIA/ACQ/2018/1077 06 April 2018

To: Distribution List

Subject: Invitation for Bids (IFB) Amendment 2, for the procurement of Advisory and Assistance Services (AAS) IFB-C0-14633-AAS

References:

- A- NCIA/ACQ/2017/1994, Notification of Intent for IFB-CO-14633-AAS, dated 25 September 2017
  - B- NCIA/ACQ/2018/916, Invitation for Bids (IFB), for the procurement of Advisory and Assistance Services (AAS), dated 09 February 2018
  - C- NCIA/ACQ/2018/1022, Invitation for Bids (IFB) Amendment 1, for the procurement of Advisory and Assistance Services (AAS), dated 13 March 2018
- 1. The NATO Communications and Information Agency (NCI Agency) hereby Amends the Invitation for Bids for the procurement detailed in References A through C.
- 2. The Bid Closing Date and Time is hereby **unchanged** at **1400 hours (Brussels Time) on 26 April 2018**.
- 3. This Amendment makes the following revisions:
  - a. "Book 1 Bidding Instructions" is hereby replaced in its entirety, to reflect the following changes:
    - (1) Paragraph 3.1.2 is hereby modified to specify that delivered Bid Packages shall be not larger than 20MB per package.
    - (2) Paragraph 3.2.4 is hereby modified to more clearly reflect the debriefing timelines pursuant to AC/4-D-2261 (1996 edition). Correspondingly, Paragraphs 3.2.4.1 through 3.2.4.3 are hereby deleted in their entirety, and clarifying information concerning post-selection debriefing content is hereby added in Paragraph 3.2.5.
    - (3) Paragraph 3.4.1 is hereby modified to increase the page limitation for the Technical Proposal from 100 pages to 125 pages, and to provide further clarification on what should be included in that page limitation.
    - (4) Paragraph 3.4.4.1 is hereby modified to remove the "reach back" requirement, which is transferred to the newly established Paragraph 3.4.3.2.3. This transfers the evaluation of this requirement from Corporate Experience to the Project Management Plan, resolving a discrepancy with Paragraph 4.4.3.1.4.



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NATO UNCLASSIFIED Page 1 of 2



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- (5) Paragraph 3.4.5.1 is hereby modified to increase the page limitation for CVs from 2 pages each to 3 pages each, including the Annex A Attestation.
- (6) Paragraph 3.5.8(b) is hereby modified to reflect that the list of all major sub-contracts and their approximate anticipated value shall be listed in Annex B-10. The previous language could have been interpreted to direct Bidders to additionally supply this list with the Price Proposal, which is not permitted.
- (7) Paragraphs 3.6.1 and 3.6.2 are hereby modified to reflect changes to Bid Package marking and size limitation requirements.
- (8) Annex B-2 ("Certificate of Independent Determination") is hereby replaced in its entirety, to reflect revised language.
- Book 2 Part 1 Section 2 SSS" is hereby replaced in its entirety, to reflect changes to the Duty Location of Initial Requirement 1.6 ("Military Operations Research/Analysis").
- c. "Book 2 Part 2 Section 1 Contract Special Provisions" is hereby replaced in its entirety, to reflect revisions to Paragraph 6 of Annex A.
- d. "Book 2 Part 4 Framework Contract Requirement Repository" is hereby replaced in its entirety, to reflect the following changes:
  - Initial Requirement 1.2 ("Cyber Defence Support") is hereby modified to downgrade the required Security Clearance from NATO Top Secret to NATO Secret.
  - (2) Initial Requirement 1.6 ("Military Operations Research/Analysis") is hereby modified to reflect revised requirements throughout
- 4. All other terms and conditions of IFB-CO-14633-AAS remain unchanged.

FOR THE DIRECTOR OF ACQUISITION.

Alain Courtois Chief of Contracts

Enclosures:

- A. IFB-CO-14633-AAS Book 1 Bidding Instructions
- B. IFB-CO-14633-ASS Book 2 Part 1 Section 2 SSS
- C. IFB-CO-14633-AAS Book 2 Part 2 Section 1 Contract Special Provisions
- D. IFB-CO-14633-ASS Book 2 Part 4 Framework Contract Requirement Repository



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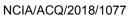
NATO UNCLASSIFIED Page 2 of 2



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IFB-CO-14633-AAS Book 1 – Bidding Instructions

Book 1

### **Bidding Instructions**

### IFB-CO-14633-AAS

### **AMENDMENT 2**

Advisory and Assistance Services



IFB-CO-14633-AAS Book 1 – Bidding Instructions



# IFB-CO-14633-AAS

# **ADVISORY AND ASSISTANCE SERVICES**

# **BOOK 1**

# **BIDDING INSTRUCTIONS**

NATO UNCLASSIFIED Book 1, Page 1 of 39

#### CONTENTS

SECTIO	N I - INTRODUCTION	3
SECTIO	N II - GENERAL BIDDING INFORMATION	5
2.1	DEFINITIONS	5
2.2	ELIGIBILITY	
2.3	BID DELIVERY AND BID CLOSING	6
2.4	REQUESTS FOR EXTENSION OF BID CLOSING DATE	
2.5	PURCHASER POINT OF CONTACT	
2.6	REQUESTS FOR IFB CLARIFICATIONS	
2.7	REQUESTS FOR WAIVERS AND DEVIATIONS	
2.8	AMENDMENT OF THE INVITATION FOR BIDS	
2.9	MODIFICATION AND WITHDRAWAL OF BIDS	
2.10	BID VALIDITY	
2.11	BID GUARANTEE	
2.12	CANCELLATION OF INVITATION FOR BIDS.	
2.13	ELECTRONIC TRANSMISSION OF INFORMATION AND DATA	
SECTIO	N III - BID PREPARATION INSTRUCTIONS	10
3.1	GENERAL	10
3.2	PROCUREMENT PROCEDURE	10
3.3	PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART I)	
3.4	PREPARATION OF THE TECHNICAL PROPOSAL (PART II)	12
3.5	PREPARATION OF THE PRICE PROPOSAL (PART III)	
3.6	PACKAGING AND MARKING OF BIDS	16
SECTIO	N IV - BID EVALUATION	17
4.1	GENERAL	
4.2	BEST VALUE DETERMINATION	
4.3	ADMINISTRATIVE EVALUATION AND CRITERIA	
4.4	TECHNICAL EVALUATION AND CRITERIA	
4.5	PRICE EVALUATION AND CRITERIA	20
4.6	PRICE REALISM	
4.7	COMPUTATION OF FINAL SCORE AND INITIAL REQUIREMENT AWARDS	23
ANNEX A	A – SCHEDULE OF SUPPLIES AND SERVICES	24
A – 1 SCI	HEDULE OF SUPPLIES AND SERVICES	24
	TRUCTIONS FOR THE PREPARATION OF THE SCHEDULE OF SUPPLIES AND	
SERVIC	ES	24
ANNEX I	B - CERTIFICATES	25

### **SECTION I - INTRODUCTION**

- 1.1 The NATO Communications and Information Agency (NCI Agency) is responsible for development, procurement, implementation, operation and maintenance of state of the art C4ISR capabilities for NATO. The Agency is further charged with providing unbiased scientific advice and support to NATO authorities. There is a recurring requirement for consultant support over a wide spectrum of scientific, engineering, project management, contracting and military functional expertise to support these activities. In general, the consultant support required may take the form of studies, information, software development and implementation, advice, opinions, alternatives, analyses, evaluations, recommendations, and project management support and other services to complement the Purchaser's technical expertise both at peak periods and when this expertise is required for shorter periods than provided by normal NATO staff contracts. Services are generally short-term (under 6 months), with an occasional longer term of a year or more.
- 1.2 The contracts resulting from this solicitation (hereafter referred to as AAS Framework Contracts) are issued on a "Requirements" basis. This term means that the AAS Framework Contracts have no intrinsic monetary value. As AAS personnel needs arise within NCI Agency, these needs shall be competed among all holders of AAS Framework Contracts to the maximum extent practicable. These competitions shall be conducted by issuing a Request for Quote (RFQ), to which interested AAS Framework Contract holders can bid pursuant to the specific evaluation method and requirements identified in the RFQ. The successful bidder will then be awarded a Purchase/Task Order and their AAS Framework Contract shall be amended to reflect that they are the sole provider of personnel for that specific requirement. If the contractor subsequently demonstrates non-performance, in accordance with the terms and conditions of the AAS Framework Contract, then the Requirements basis of the Purchase/Task Order may be partially terminated and the requirement may be competed amongst all AAS Framework Contractors again.
- 1.3 The term of all Purchase/Task Order awards shall extend for the Contract Duration, as defined in the Contract Special Provisions.
- 1.4 A description of the anticipated Labour Categories can be found in Book 2, Part 3 "Framework Contract Statement of Work" (SOW) and Book 2, Part 4 "Framework Contract Requirement Repository". It should be noted that the SOW is an overall statement of the total consultancy environment for Agency support and is not inclusive of every requirement.
- 1.5 The security of this Invitation for Bids is "NATO UNCLASSIFIED".

- 1.6 This Invitation for Bids will not be the subject of a public bid opening.
- 1.7 Award of AAS Framework Contracts will be made to a pool of successful bidders on a Best Value basis as described herein. This contract will result in the award of multiple AAS Framework Contracts.
- 1.8 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.9 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in **Paragraph 2.6** of the Bidding Instructions.
- 1.10 Prospective Bidders are invited to participate in a one-day Bidders' Conference that will be held on **26 March 2018** in Brussels Belgium.
  - 1.10.1 Those Bidders who wish to participate in the Bidders Conference shall indicate their intention to attend via registration at <u>http://www.cvent.com/d/rtqyph</u>, which closes on 14 March 2018 at midnight.
  - 1.10.2 The Purchaser will attempt to provide immediate answers to the questions that are asked by potential Bidders during the Bidders Conference, but any answer that might appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the IFB only when a written amendment to the IFB is issued in writing by Purchaser.
  - 1.10.3 Answers to all questions will be issued in writing to all Bidders as soon as practicable, whether or not the Bidders have attended the Bidders Conference. The formal written answers will be the official response of the Purchaser, even if the written answer differs from the verbal response provided at the Bidders Conference.
- 1.11 The target date for AAS Framework Contract awards is **22 June 2018**.
- 1.12 From the date of contract award through the end of Calendar Year 2018, existing requirements from 2018 will be competed within the AAS Framework Contract Bidders Pool. These competitions will result in requirements being awarded as unilateral options, with start dates beginning in Calendar Year 2019. It is anticipated that all existing AAS requirements will be successfully transitioned from existing contracts as of 01 January 2019. As of the date of contract award, any new requirements will be competed within the AAS Framework Contract Bidders Pool and awarded for immediate execution.

### **SECTION II - GENERAL BIDDING INFORMATION**

#### 2.1 **DEFINITIONS**

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Bidder" as used herein refers to a firm which submits an offer in response to this solicitation.
- 2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bids.
- 2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.5 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6 The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).
- 2.1.7 The term "Sub-Assembly" as used herein refers to 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 All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.
- 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 subassemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

2.2.4 All intellectual property rights shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than 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 e-mail address given in Paragraph 2.3.2 before 1400 hours (Brussels Time) on 26 April 2018 at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following e-mail address, which will generate an automatic confirmation of receipt:

AAS.Bids@ncia.nato.int

2.3.3 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. Upon receipt of a late bid, the sender shall be notified that their bid arrived after the bid closing.

#### 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the point of contact specified in **Paragraph 2.5** below and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

#### 2.5 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency Avenue du Bourget 140 1110 Brussels, Belgium

Attention: Mr. Michael Jones Tel: +32 2 707 8375 Bid Delivery E-mail: Questions/Clarifications E-mail:

AAS.Bids@ncia.nato.int AAS.Issues@ncia.nato.int

#### 2.6 REQUESTS FOR IFB CLARIFICATIONS

- 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 questions and requests for clarification must be submitted in writing, by e-mail. All questions and requests must reference the section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in **Paragraph 2.5** above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendments to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

#### 2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Contract Special Provisions, the Terms and Conditions in the NCI Agency's General Provisions, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, Terms and Conditions of the Invitation for Bids or the Prospective Contract may only be considered as part of the clarification process set forth in **Paragraph 2.6** above. Requests for alterations to the 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 BIDS

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid (see Annex B-6). 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 amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

#### 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 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 a 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 favorable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

#### 2.10 BID VALIDITY

- 2.10.1 Bidders shall be bound by the term of their bids for a **period of six (6) months** starting from the Bid Closing Date specified above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. 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 endeavor 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:
  - (a) 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 Certificate of Bid Validity extended accordingly; or
  - (b) refuse this extension of time and withdraw the bid 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

In light of the customary administrative time necessary for Bidders to obtain the issuance of a bid guarantee, for the purpose of the submission of bids in response to this IFB, the Purchaser voids any requirement for Bid Guarantees.

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### 2.12 CANCELLATION OF INVITATION FOR BIDS

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

#### 2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

The Purchaser will endeavor to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

## **SECTION III - BID PREPARATION INSTRUCTIONS**

#### 3.1 GENERAL

- 3.1.1 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidders understanding of the IFB and their ability to provide the required deliverables and services. Bids, which are not complete, will be declared non-compliant.
- 3.1.2 Bidders shall prepare their bid in three (3) parts in the following quantities:

(a) Administrative Package	Electronic: 1 scanned PDF copy sent via e-mail, with physical (non- digital) signatures, and not larger than 20MB total.
(b) Technical Proposal (Part II):	Electronic: 1 PDF copy sent via e- mail, and not larger than 20MB total.
(c) Price Proposal (Part III):	Electronic: 1 Excel copy sent via e- mail on the provided template(s), and not larger than 20MB total.

3.1.3 Bidders shall classify their response in accordance with the classification of the IFB.

#### 3.2 PROCUREMENT PROCEDURE

- 3.2.1 Bidders are required to bid on all Initial Requirements. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements.
- 3.2.2 The evaluation procedure conducted under this Invitation for Bids will be a Best Value procedure as described herein. While the process may mirror the principles in AC/4-D-2261 (1996 edition), those rules do not govern this procurement process.
- 3.2.3 The formula for calculation of the Best Value, the Top Level Evaluation Criteria and the associated weighting factors and the secondary Evaluation Criteria in descending order of importance are identified in **Section IV** of these Bidding Instructions.
- 3.2.4 All Bidders will be notified of the results not less than twenty-one (21) days prior to signature of the contract with the Successful Bidders. All Bidders may request a debriefing with 14 days of the date of notification. A debriefing shall be provided by the Purchaser within 14 days of the date of the written request of a Bidder. The aim of the debriefing is to provide information to the Unsuccessful Bidder as to why their bid was not determined to be the Best Value selection and a more comprehensive understanding as to the processes

IFB-CO-14633-AAS Book 1 – Bidding Instructions

of the evaluation. Within 14 days of the debriefing, the Bidder's National Delegation may lodge a complaint pursuant to AC/4-D-2261 (1996 edition).

- 3.2.5 At a minimum, the post-selection debriefing information shall include:
- 3.2.5.1 The overall evaluated cost or price and top level technical rating, if applicable, of the successful bid and the debriefed bid;
- 3.2.5.2 The name of the winning company;
- 3.2.5.3 The number of bids received;
- 3.2.5.4 The NCI Agency's evaluation of the significant weaknesses or deficiencies in the bidder's bid; and,
- 3.2.5.5 Reasonable responses to relevant questions about whether source selection procedure contained in the solicitation, applicable regulations, and other applicable authorities were followed.

#### 3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART I)

- 3.3.1 In this Package the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:
  - (a) B-1 Certificate of Legal Name of Bidder
  - (b) B-2 Certificate of Independent Determination
  - (c) B-3 Certificate of Bid Validity
  - (d) B-4 Certificate of Understanding
  - (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
  - (f) B-6 Acknowledgement of Receipt of IFB Amendments (if applicable)
  - (g) B-7 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
  - (h) B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
  - (i) B-9 Comprehension and Acceptance of Special Contract Provisions and General Provisions
  - (j) B-10 List of Prospective Sub-Contractors
  - (k) B-11 Disclosure of Involvement of Former NCI Agency Employment
- 3.3.2 The Bidder shall identify by name, project role, and country of origin, all subcontractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. This identification shall be completed on Annex B-10.

- 3.3.3 In summary, the Administrative Package shall include solely the following documentation:
  - (a) All certifications in Annex B

#### 3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART II)

- 3.4.1 Bidders shall submit their Technical Proposal in one PDF volume, organized and structured as detailed below. The Technical Proposal shall be limited to no more than 125 pages (including Curricula Vitae, Annex A Attestations, and any Cover Pages and Tables of Contents), utilizing 12 Point Arial font.
- 3.4.2 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.
- 3.4.3 <u>Section I: Project Management Plan</u>. This section shall be presented in the following format:
- 3.4.3.1 <u>Introduction</u>. The success of the contracts resulting from this source selection will depend upon the quality of the successful bidder's management of the effort. Therefore, in this section the Bidder shall propose its Project Management Plan to provide the best possible technical and administrative support to the Agency in accordance with the Statement of Work. In providing this plan for success, the Bidder shall:
- 3.4.3.1.1 Demonstrate that they possess, or have access to, a pool of securitycleared and qualified personnel to satisfy all of the labour categories represented by an Initial Requirement. Additionally, the Bidder must detail the methodology that they will utilize in selecting security-cleared and qualified personnel in response to RFQ's and during Purchase/Task Order performance.
- 3.4.3.1.2 Demonstrate that they are capable of successful execution of both Level of Effort and Completion Purchase/Task Order Types
- 3.4.3.1.3 Demonstrate their knowledge of the current and future needs of NCI Agency, as well as their familiarity with NATO operations and procedures
- 3.4.3.1.4 Identify the major problems and risks inherent in performing this type of contract from both the Bidders and the NCI Agency's standpoints and the Bidders solution to these risks
- 3.4.3.2 Organization Description. This section shall include:
- 3.4.3.2.1 A profile of the Bidders company, including quantity of personnel, general activities, core business, value of business, relations and dependencies to subcontractors, parent and subsidiaries and other contractors

- 3.4.3.2.2 An organization chart showing the lines of authority between the corporate organization, the project manager, subcontractors, and employees responsible for processing and administering the Purchase/Task Orders issued by the Agency.
- 3.4.3.2.3 The Bidder shall describe the "reach back" capability of the corporate structure (prime and subcontractors) available to support personnel serving on site, and management of Completion Type efforts.
- 3.4.3.3 <u>Sub-contract Management</u>. This section shall include:
- 3.4.3.3.1 A Subcontracting Management Plan that identifies the skills sets that can be furnished by the Bidder's corporate organization, the skills sets that are proposed to be subcontracted, and the Bidders plan for effectively managing this effort to ensure responsive and compliant bids to RFQs
- 3.4.3.3.2 A complete list of proposed subcontractors, also detailing those with whom the Bidder's has a letter of intent to work with if the Bidder receives the contract.
- 3.4.3.4 <u>Quality Control/Quality Assurance</u>. In this section, the Bidder and all subcontractors shall indicate the QC/QA standards under which they operate, and identify the certifications held (including applicable ISO certifications). This shall include the technological method used to manage contracted/expended hours.
- 3.4.4 <u>Section II: Corporate Experience</u>. In this Section, the Bidder shall:
- 3.4.4.1 Describe the nature of its main business focus and its relevance to the required Initial Requirement labour categories. The Bidder shall provide the same information for each subcontractor.
- 3.4.4.2 Include in this section documentary evidence of its past performance as a prime contractor or major subcontractor for the type of work encompassed by the Initial Requirements on which it is bidding. This information shall include:
- 3.4.4.2.1 The point of contact in the contracting organization, including the name, address, telephone number, and e-mail address
- 3.4.4.2.2 The title of the contract and contract number, contract period/date of performance, current or actual monetary value (per base and each option year)
- 3.4.4.2.3 Of the contracts listed, the percentage of work actually performed by the Bidders firm as prime contractor, as well as a description of the work performed by subcontractors, and/or the percentage and description of work performed by the Bidders firm as a subcontractor

- 3.4.4.2.4 Identify in specific detail for each contract listed above, why or how that effort is relevant and similar in scope and magnitude to the effort required by the Statement of Work and Initial Requirement of this IFB (including both Level of Effort and Completion Type efforts)
- 3.4.4.2.5 Demonstrate the quality of the past performance on these contracts, addressing schedule adherence, business relationships, personnel management, and cost control
- 3.4.4.2.6 Bidders may submit other evidence of past performance, however, such evidence must indicate the nature of the project, its relevancy to the Statement of Work in this IFB, and must be verifiable by the Purchaser. If a Bidder has no relevant past performance history, then the Bidder must affirmatively state it possesses no relevant, directly related, or similar past performance.
- 3.4.5 <u>Section III: Resume/Curricula Vitae (CV) for Initial Requirement</u>. The Bidder shall provide, at most, **two (2) CVs per Initial Requirement** with a corresponding set of labour rates per the Terms and Conditions of the contract.
- 3.4.5.1 CVs shall be limited to three pages (including Annex A Attestation), in the same format, and shall address the following items as a minimum: Corresponding Initial Requirement, Name of person and contact information, Name of employing company, Education, Relevant Experience, and any other information as required by the Terms and Conditions of the IFB (specifically Contract Special Provisions Article 6).

#### 3.5 PREPARATION OF THE PRICE PROPOSAL (PART III)

- 3.5.1 This Package must contain the following documentation:
- 3.5.1.1 The electronic file "IFB-CO-14633-AAS Book 2 Part 1 Section 2 -Schedule of Supplies and Services" submitted as part of this IFB with all yellow cells filled in.
- 3.5.2 Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Schedule of Supplies and Services referred to above, in accordance with the instructions specified in Annex A-2.
- 3.5.3 The structure of the Schedule of Supplies and Services shall not be changed nor should any quantity or item description in the Schedule of Supplies and Services. The currency of each Contract Line Item Number (CLIN) shall be shown.
- 3.5.4 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation, including but not limited to those expressed in the SOW.

- 3.5.5 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Schedule of Supplies and Services.
- 3.5.6 Offered prices shall not be "conditional" in nature. Any comments supplied in the Schedule of Supplies and Services which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids are not permitted.
- 3.5.7 Bidders are responsible for the accuracy of their Price Proposals. Price Proposals that have apparent computational errors may have such errors resolved in the Purchaser's favor or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. The following order of precedence shall apply:
  - (a) Electronic Submission
    - a. Total of the Bid calculated from the indicated "Evaluated Price" per CLIN(s), pursuant to the weighted evaluation methodology as specified herein
    - b. Schedule of Supplies and Services "Total Evaluated Price" as automatically calculated using the provided Schedule of Supplies and Services
- 3.5.8 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
  - (a) the currency is of a "participating country" in the project, and
  - (b) 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 sub-contracts and their approximate anticipated value shall be listed in Annex B-10.
- 3.5.9 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.5.10 The Contractor shall be responsible for ensuring that his respective Subcontractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.

IFB-CO-14633-AAS Book 1 – Bidding Instructions

Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Proposal all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

- 3.5.11 Unless otherwise specified in the instructions for the preparation of the Schedule of Supplies and Services, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination
- 3.5.12 The Bidders attention is directed to the fact that the Price Proposal shall contain no document and/or information other than the priced Excel copies of the Schedule of Supplies and Services. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.5.13 When completing the Schedule of Supplies and Services, a price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices entered on the document shall individually reflect the hourly rates per Calendar Year required to meet the contractual requirements. The total price is automatically calculated, but the currency quoted must be manually entered. Each CLIN may only be expressed in a single currency. The accuracy of the inputs of the Schedule of Supplies and Services is the responsibility of the Bidder. The Purchaser, in its favor, may resolve ambiguous computation of prices.
- 3.5.14 The Bidder shall furnish a firm fixed price proposal, specifically fixed labour rates per hour per year, for all proposed CLINs in this IFB.
- 3.5.15 The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

#### 3.6 PACKAGING AND MARKING OF BIDS

- 3.6.1 All copies of the Bids shall be segregated and labelled as follows:
  - (a) The name of the Bidder;
  - (b) The designated IFB number (i.e. "IFB-CO-14633-AAS") followed by the package designation as appropriate (i.e. "Administrative Package") and the applicable Contracting Officer (i.e. "Michael Jones").

- 3.6.2 The packages shall be sent via separate e-mails (three in total), as specified in Paragraph 2.5. The e-mails shall contain a single file within each (maximum 20MB), as required pursuant to Paragraph 3.1.2, and shall have the following subject line:
  - (a) "IFB-CO-14633-AAS Official Bid for [Company Name], [Package Designation], for Michael Jones"

## **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 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.
- 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 services to be provided. Significant omissions and/or cursory submissions will result in an assessment of non-compliance or a reduced technical assessment. 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.
- 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 proposal at any time.
- 4.1.5 The Bidders prompt response to the Purchasers IFB 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 All bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price and Best Value Evaluations.

- 4.1.7 The Administrative Package of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for Administrative Compliance, the Technical Proposal of each Bidder is evaluated, and subsequently the Price Proposal of each Bidder is evaluated.
- 4.1.8 Prior to the Bid Closing Date, the Purchaser will establish a formal Source Selection Plan which establishes the Technical Score third-level criteria evaluation methodology and weighting. This evaluation weighting shall not be disclosed to any individual on the Technical Evaluation team, and will be in a sealed envelope for the duration of the evaluation. When determining the Computation of Final Score, the sealed envelope will be opened and utilized to calculate the Technical Score.

#### 4.2 BEST VALUE DETERMINATION

- 4.2.1 The overall Best Value Score establishes the ratio of technical superiority to price at 50% Technical Score and 50% Price Score.
- 4.2.2 The Best Value Score will be computed using the following formula:
- 4.2.2.1 Best Value Score = (PMP + CE + CV) + (P) = Maximum 100 points, where:
- 4.2.2.1.1 PMP = Project Management Plan (Maximum 20 points)
- 4.2.2.1.2 CE = Corporate Experience (Maximum 20 points)
- 4.2.2.1.3 CV = Curricula Vitae (Maximum 10 points)
- 4.2.2.1.4 P = Evaluated Price (Maximum 50 points)
- 4.2.3 In the Best Value Scoring, the Technical Proposal (PMP + CE + CV) is eligible to receive maximum 50 points and the Price Proposal (P) is eligible to receive maximum 50 Points.

#### 4.3 ADMINISTRATIVE EVALUATION AND CRITERIA

- 4.3.1 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:
  - (a) The Bid was received by the Bid Closing Date and Time,
  - (b) The Bid is packaged and marked properly (including electronic readability of all packages as detailed in **Paragraph 4.3.2**),
  - (c) Completeness and formal compliance of the Administrative Package with IFB provisions, and submission of scanned originals of all required certificates
- 4.3.2 Receipt of an unreadable electronic bid

- 4.3.2.1 If a bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO immediately shall notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- 4.3.2.1.1 Of the content of the bid as originally submitted; and,
- 4.3.2.1.2 That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.3.3 A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 4.3.4 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, 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, or has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

#### 4.4 TECHNICAL EVALUATION AND CRITERIA

- 4.4.1 Upon determination of Administrative Compliance, the technical proposal shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.
- 4.4.2 A Technical Proposal that receives a composite score of less than 20% of the maximum score possible in any of the second-level criteria shall be determined to be technically non-compliant.
- 4.4.3 Technical Evaluation Criteria: The Bids will be evaluated against the following second and third-level criteria:
- 4.4.3.1 PMP = Project Management Plan (Maximum 20 points)
- 4.4.3.1.1 Organizational depth as represented by organic and subcontracted capabilities, for both Level of Effort and Completion-Type efforts. Project Management Plans that detail broad organization depth/capabilities, including access to at least 100 security-cleared personnel capable of filling the spectrum of Initial Requirements, will receive higher scores. Project Management Plans detailing less than 100 suitable securitycleared personnel will receive lower scores.
- 4.4.3.1.2 <u>Effective plan to manage subcontractors</u>. Project Management Plans that provide a detailed and comprehensive plan to manage subcontractors, including identification of current relationships and organic subcontractor management capabilities, will receive higher scores. Project Management Plans that demonstrate less organic subcontractor management capabilities, or poorly designed and detailed subcontractor management plans, will receive lower scores.

- 4.4.3.1.3 <u>Quality Assurance standards and certificates under which prime and</u> <u>subcontractors work, including the technological method used to manage</u> <u>contracted/expended hours</u>. Significant industry-wide Quality Assurance standards and levels, as well as proven technological tracking methods, will receive higher scores. In-house Quality Assurance standards, and adhoc technological tracking methods (such as Excel), will receive lower scores.
- 4.4.3.1.4 <u>Level of "reach back" support provided for both Level of Effort and</u> <u>Completion Type efforts</u>. Significant organic "reach back" support will receive higher scores, while low organic or subcontracted "reach back" support will receive lower scores.
- 4.4.3.2 CE = Corporate Experience (Maximum 20 points)
- 4.4.3.2.1 Depth of experience as a Prime/Subcontractor in relevant work, for both Level of Effort and Completion Type efforts. Significant experience as a Prime Contractor and/or for similar efforts will receive higher scores, while experience as a Subcontractor and/or for dissimilar efforts will receive lower scores. Additionally, high quality experience (resulting in cost/schedule reductions or high performance) will receive higher scores, while low quality experience (resulting in cost/schedule overruns or low performance) will receive lower scores.
- 4.4.3.3 CV = Curricula Vitae (Maximum 10 points)
- 4.4.3.3.1 Quality of the CVs submitted compared to the requirements of each Initial Requirement. CVs shall be analyzed and interviews with personnel may be conducted, to assess technical qualifications of each submitted CV. CVs and Interviews that demonstrate a higher technical capability/qualification will receive higher scores, while those that demonstrate lower or undeterminable technical capability/qualification will receive lower scores.

#### 4.5 PRICE EVALUATION AND CRITERIA

- 4.5.1 In order to determine the total lowest offered Evaluated Price, the Purchaser will convert all prices quoted into EUR for purposes of comparison. The exchange rate to be utilized by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.5.2 The Price Evaluation will be performed on the Price Proposal submitted in accordance with **Paragraph 3.5**.
- 4.5.3 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:
  - (a) Total Firm Fixed Price offered for the "Evaluated Price" cell in the Schedule of Supplies and Services

- (b) The Bid meets requirements for Price Realism
- (c) Completeness and formal compliance of the Price Proposal with IFB provisions and Bidding Instructions
- 4.5.4 Determination of Evaluated Price Score (Maximum 50 points)
- 4.5.4.1 The score for price will be derived from the following formula:
- 4.5.4.1.1 P = 50% \* (100\*(1-(Bid Price / (2 x Average Bid Price))), where the Bid Price is the "Evaluated Price" cell in the Schedule of Supplies and Services. Using this formula, a price quotation that is exactly equal to the average price of all bids would receive a score of 25 of the 50 points available. A price quotation that is one-half of the average price of all bids would receive a score of 37.5 of the 50 points available, and a price quotation of two times the average bid price would receive a score of 0. Price Quotations in excess of two times the average bid price would likewise receive a score of 0, even though the formula would generate a negative figure.
- 4.5.4.1.1.1 Evaluated Price Weightings shall be applied as follows, by Initial Requirement Labour Category, as represented in the Schedule of Supplies and Services:
- 4.5.4.1.1.1.1 Cost Estimating/Analysis and Procurement Support (6%)
- 4.5.4.1.1.1.2 Cyber Defence Support (9%)
- 4.5.4.1.1.1.3 Engineering Support (20%)
- 4.5.4.1.1.1.4 General Office Support (4%)
- 4.5.4.1.1.1.5 Logistics Support (4%)
- 4.5.4.1.1.1.6 Military Operations Research, Analysis, and Support (4%)
- 4.5.4.1.1.1.7 Professional Management and Administrative Support (28%)
- 4.5.4.1.1.1.8 Quality Assurance Support (4%)
- 4.5.4.1.1.1.9 Software, IT, and Communications Support (21%)

#### 4.6 PRICE REALISM

- 4.6.1 Otherwise successful Bidders that submit a Price Proposal so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.
- 4.6.2 Indicators of an unrealistically low bid may be the following, amongst others:

- (a) Labour Costs that indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- (b) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, specifically submittal of a Price Proposal that is less than two-thirds of the average remaining compliant bids, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:
  - (a) An error was made in the preparation of the Price Proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Proposal 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. This petition shall be per Initial Requirement.
  - (b) 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.
  - (c) The Bidder recognizes that the submitted Price Proposal 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.
- 4.6.4 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 4.6.3(a)** 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.
- 4.6.5 If the Bidder presents a convincing rationale pursuant to **Paragraph 4.6.3(b)** 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.

IFB-CO-14633-AAS Book 1 – Bidding Instructions

# 4.7 COMPUTATION OF FINAL SCORE AND INITIAL REQUIREMENT AWARDS

- 4.7.1 At the close of the Price Evaluation, the weighted score for the Technical Evaluation will be combined with the weighted score for the Price Evaluation, in accordance with the Best Value formula detailed above.
- 4.7.2 AAS Framework Contracts will be awarded to the <u>ten (10) highest-scoring</u> <u>Bidders</u>. In the case of a statistical tie, when the final scores of the highest scoring bids are within one point of each other, the bid with the best cost/technical ratio – defined as the lowest cost per technical score (TS), i.e. bid price divided by TS – will be selected as the successful bid.
- 4.7.3 All Bidders will then be awarded all Initial Requirements as Unilateral Options, at their proposed hourly labour rates per year, in accordance with the Terms and Conditions of the AAS Framework Contract and on a non-"requirements" basis. These requirements shall have a default obligation of zero (0) hours, and shall be scalable in accordance with the Terms and Conditions of the AAS Framework Contract.

### **ANNEX A – SCHEDULE OF SUPPLIES AND SERVICES**

## A – 1 SCHEDULE OF SUPPLIES AND SERVICES

(see separate Excel file, "IFB-CO-14633-AAS - Book 2 - Part 1 - Section 2 - Schedule of Supplies and Services")

## A – 2 INSTRUCTIONS FOR THE PREPARATION OF THE SCHEDULE OF SUPPLIES AND SERVICES

1. Bidders are required, in preparing their Price Proposal to utilize the Schedule of Supplies and Services following the instructions detailed in **Section III – Bid Preparation Instructions** and hereunder. Input cells are color coded YELLOW. No other cells should be modified.

2. The prices entered on the Schedule of Supplies and Services shall reflect the total required to meet the contractual requirements.

3. The total price shall be indicated in the appropriate columns and in the currency quoted.

4. Only one currency per CLIN is permitted.

5. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The Purchaser, in its favor, may resolve ambiguous computation of prices.

6. Prices shall not include any provision for taxes or duties, for which the Purchaser is exempt.

7. The labour rates per requirement shall be awarded as a Unilateral Options upon AAS Framework Contract signature, with a default usage of zero (0) hours for all years, and shall be scalable in accordance with the Terms and Conditions of the AAS Framework Contract.

IFB-CO-14633-AAS Book 1 – Bidding Instructions

## **ANNEX B - CERTIFICATES**

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-1

#### **CERTIFICATE OF LEGAL NAME OF BIDDER**

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

FULL NAME OF CORPORATION: DIVISION (IF APPLICABLE): SUB DIVISION (IF APPLICABLE): **OFFICIAL MAILING ADDRESS** E-MAIL ADDRESS FAX 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 TITLE

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-2

#### **CERTIFICATE OF INDEPENDENT DETERMINATION**

- The Bidder hereby certifies that in connection with this procurement:
  - 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.
  - d. The Bidder has not engaged in any anticompetitive practice while preparing a Bid to include, without limitation, price fixing, group boycott, bid rigging, sharing markets or customers, market sharing, exclusivity arrangements with subcontractors, and abuse of dominant position.
- 2. I, the undersigned, hereby certify that:
  - a. I am the person in the Bidder's organization responsible within the organization for decisions regarding the bid and that the Bidder's organization has not participated and will not participate in any action contrary to 1(a) through 1(d) above, or
  - b. (i) I am not the person in the Bidder's organization responsible within the organization for the bid but that I have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that the Bidder's organization has not participated, and will not participate in any action contrary to 1(a) through 1(d) above, and as their agent do hereby so certify, and

(ii) I have not participated and will not participate in any action contrary to 1(a) through 1(d) above.

 Misrepresentations under this Certificate may be grounds for administrative noncompliance in the course of the present bidding process, or for termination for default should this be discovered after contract award.

Data

Date

Signature of Authorised Representative

Printed Name and Title

		• •								•	•	•	•	•	•				•	•	•	•		•	•	•		 •	•		 	•	•	•	•	•				•	•		•	•	•	•	•			
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IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-3

#### **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 six (6) months from the Bid Closing Date of this Invitation for Bids.

Date	Signature of Authorised Representative
	Printed Name and Title
	Company

N A T O U N C L A S S I F I E D Book 1, Page 28 of 39

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-4

### **CERTIFICATE OF UNDERSTANDING**

I certify that

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

Date	Signature of Authorised Representative
	Printed Name and Title
	Company

N A T O U N C L A S S I F I E D Book 1, Page 29 of 39

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-5

#### **CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES**

I hereby certify that the prices offered in the price proposal 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

Compan	у		

NATO UNCLASSIFIED Book 1, Page 30 of 39

IFB-CO-14633-AAS Book 1 – Bidding Instructions

## ANNEX B-6

### ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following Amendments to Invitation for Bids No IFB-CO-14633-AAS have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

•	•			•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	 •	•	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•	•		•	•	•		•	•	•	•	 •	
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Signature of Authorised Representative

Printed Name and Title

Company

## ANNEX B-7

### DISCLOSURE OF REQUIREMENTS FOR NCIA 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 sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows: .....

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........(complete, if any). 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 ........(complete, if any).

We recognise that additional supplemental agreements, documents and 5. permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB;

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.

..... Signature of Authorised Representative Date

Printed Name and Title

Company

#### ANNEX B-8

#### 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 subassemblies 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.

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-9

# COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS AND GENERAL PROVISIONS

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and Contract General Provisions set forth in the Prospective Contract, Book 2 of this Invitation for Bids. 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 Terms and Conditions if awarded the contract as a result of this Invitation for Bids.

Date	Signature of Authorised Representative
	Printed Name and Title
	Company

IFB-CO-14633-AAS Book 1 – Bidding Instructions

#### ANNEX B-10

#### 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:

•••	• • •	••	• • •	•••	•••	•••	•••	• • •	••	•••	••	••	••	•••	••	•••	•••	•••	•••	•••	•••	•••	•••	•••	•••	••	••	•••	•••	•••	••	••	•••	•••	••	••	••	•••	•••	•••	••	•••	•••	•••	•••	••	•••	•••	•••	•
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Signature of Authorised Representative

Printed Name and Title

Company

IFB-CO-14633-AAS Book 1 – Bidding Instructions

# ANNEX B-11

#### **Disclosure of Involvement of Former NCI Agency Employment**

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that its personnel working as part of the company's team, at any tier, preparing the Bid:

Have not held employment with NCI Agency within the last two years.

Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided below Annex B-11):

Employee Name	Former NCIA Position	Current Company Position

The Bidder also hereby certifies that it does not employ and/or receive services from
former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who
departed the NCI Agency within the last 12 months. This prohibitions covers
negotiations, representational communications and/or advisory activities.

Date:	
Signature:	
Name & Title:	
Company:	
Bid Reference:	

# Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017.

# Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.

N A T O U N C L A S S I F I E D Book 1, Page 37 of 39 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

# 15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with ongoing contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

## 16 POST EMPLOYMENT MEASURES

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an

NATO UNCLASSIFIED Book 1, Page 38 of 39

#### IFB-CO-14633-AAS Book 1 – Bidding Instructions

agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

												Period of Peri	ormance		Y 2018		C1	2019		CY 20	10		CY 2021			CY 2022		CY 2	023
		AAS Framework		Original Task Order	Framework Contract Requirement		Equivalent NATO			Evaluated Price (Cell					Discount		1	Discount			scount		Disc			Discount			Discount
CLIN	Description	Contract Number	Requirement Number	Reference	Repository Reference	Type	Grade	Duty Location	Currency	G3 is the Total Evaluated Price)	Exercise Expiration Date (No-later-than)	Start Date	End Date R		Percentage	Funding Rate	Contracted		unding Rate	Contracted Per			racted Perce		Rate Contrac	cted Percentage	Funding Rate	Contracted Pr	Percentage
										Evaluated Price)	Date (No-later-than)			Hours	(Article 6.3.1)		Hours	(Article 631)		Hours (	Article	н	ours (Art	ticle	Hour	rs (Article			(Article 6 3 1)
		1	Initial Requirements							1.248.0000				-1	0.3.47			0.2.2)			A.d.a)					0.0.4]	1 1		0.2.47
1.1	Cost Estimating / Analysis and Procurement Support	TBD	N/A	N/A	Section 1, Paragraph 1.1	Level of Effort	A2	Brussels, Belgium		20,800.0000	N/A	Contract Award			0%	N/A 10.00	2,080.00		0.00		0%	0.00 2/		66	0.00 2,081		0.00	2,080.00	0%
1.2	Cyber Defence Support	TBD	N/A	N/A	Section 1, Paragraph 1.2	Level of Effort	A3	Mons, Belgium			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00 0	66	0.00 2,081		0.00	2,080.00	0%
1.3	Engineering Support	TBD	N/A	N/A	Section 1, Paragraph 1.3	Level of Effort	A4	The Hague, Netherlands			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00 0	66	0.00 2,081		0.00	2,080.00	0%
1.4	General Office Support	TBD	N/A	N/A	Section 1, Paragraph 1.4	Level of Effort	84	Brussels, Belgium			N/A	Contract Award			0%	N/A 0.00	2,080.00				0%		080.00 0	66	0.00 2,081		0.00		0%
1.5	Logistics Support	TBD	N/A	N/A	Section 1, Paragraph 1.5	Level of Effort	A2	The Hague, Netherlands			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00	66	0.00 2,081		0.00		
1.6	Military Operations Research/Analysis	TBD	N/A	N/A	Section 1, Paragraph 1.6	Level of Effort	A2	The Hague, Netherlands			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00	66	0.00 2,081		0.00	2,080.00	0%
1.7	Professional Management and Administrative Support	TBD	N/A	N/A	Section 1, Paragraph 1.7	Level of Effort	84	The Hague, Netherlands			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00	66	0.00 2,081		0.00		0%
1.8	Quality Assurance Support	TBD	N/A	N/A	Section 1, Paragraph 1.8	Level of Effort	A2	The Hague, Netherlands			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00 0	66	0.00 2,081		0.00		0%
1.9	Software, IT, and Communications Support	TBD	N/A	N/A	Section 1, Paragraph 1.9	Level of Effort	A2	Mons, Belgium			N/A	Contract Award			0%	N/A 0.00	2,080.00		0.00		0%		080.00		0.00 2,081		0.00	2,080.00	0%
1.10	Option Year 1, extending the Period of Performance of the Framework Contract and CLINs 1.1-1.10	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	31-Dec-2019		31-Dec-2020 P			N/A N/A			N/A N/A		N/A		4/A	N/A	N/A N/A		N/A N/A		N/A
1.11	Option Year 2, extending the Period of Performance of the Framework Contract and CLINs 1.1-1.10	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	31-Dec-2020		31-Dec-2021 M			N/A N/A			N/A N/A			N/A P					N/A N/A		N/A
1.12	Option Year 3, extending the Period of Performance of the Framework Contract and CUNs 1.1-1.10	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	31-Dec-2021		31-Dec-2022 1			N/A N/A			N/A N/A				4/A	N/A	N/A N/4		N/A N/A		N/A
1.13	Option Year 4, extending the Period of Performance of the Framework Contract and CUNs 1.1-1.10	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	31-Dec-2022	1-Jan-2023	31-Dec-2023 M	i/A N/A		N/A N/A	N/A		N/A N/A	N/A	N/A	N/A I	4/A	N/A	N/A N/A	A	N/A N/A	N/A	N/A
			Post-Award Requireme	nti																									
2.1																													
2.2										-																			
2.3										-																			
2.4										-																			
2.5																													
2.0																													
2.8																													
2.0																													
2.10																													

Discount Percentage (Article 6.3.1)	
25%-Man-Year Labor Up-Front Ordering Discount:	0%
50%-Man-Year Labor Up-Front Ordering Discount:	0%
75%-Man-Year Labor Up-Front Ordering Discount:	0%
100%-Man-Year Labor Up-Front Ordering Discount:	0%
Off-Site Labor Discount	0%
15-Day Early Payment Discount	0%

IFB-CO-14633-AAS Book 2, Part 2 – Contract Provisions

Book 2, Part 2, Sections 1 and 2

**Contract Provisions** 

IFB-CO-14633-AAS

AMENDMENT 2

Advisory and Assistance Services (AAS)



IFB-CO-14633-AAS Book 2, Part 2 – Contract Provisions

# IFB-CO-14633-AAS



# **BOOK 2, PART 2, SECTION 1**

# **CONTRACT SPECIAL PROVISIONS**

NATO UNCLASSIFIED Book 2, Part 2, Page 2 of 19

Table of Contents	
ARTICLE 1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE	
NCI AGENCY CONTRACT GENERAL PROVISIONS	4
ARTICLE 2. DEFINITIONS	4
ARTICLE 3. SCOPE OF WORK	5
ARTICLE 4. OPTIONS AND CONTRACT DURATION	5
ARTICLE 5. CONTRACT STRUCTURE	5
ARTICLE 6. PURCHASE/TASK ORDERS	6
ARTICLE 7. NON-STANDARD WORKING ARRANGEMENTS AND	
LIMITATION OF FUNDS (LEVEL OF EFFORT	
PURCHASE/TASK ORDERS ONLY)	
ARTICLE 8. INDEPENDENT CONTRACTOR	
ARTICLE 9. CORRESPONDENCE AND CONTRACT ADMINISTRATION	
ARTICLE 10. TRANSPARENCY AND ETHICAL STANDARDS	
ARTICLE 11.SECURITY AND NON-DISCLOSURE	
ARTICLE 12.INVOICES AND PAYMENT	
ARTICLE 13.POST-AWARD REQUIREMENT TERMS AND CONDITIONS	
ANNEX A – ATTESTATION OF CURRICULUM VITAE SUBMISSION	
ANNEX B - NON DISCLOSURE DECLARATION	. 17

## ARTICLE 1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY CONTRACT GENERAL PROVISIONS

- 1.1 The definition of "Purchaser" for the purposes of this Contract is hereby modified from the definition of Contract General Provisions Clause 2 "Definitions of Terms and Acronyms" to "NATO C&I Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties. The definition of Purchaser encompasses any legal successor to the NATO C&I Organisation and its designated representative, as may be agreed by the NATO member Nations."
- 1.2 The following Clauses are hereby deleted:
  - 1.2.1 CLAUSE 8 PERFORMANCE GUARANTEE
  - 1.2.2 CLAUSE 21 INSPECTION AND ACCEPTANCE OF WORK
  - 1.2.3 CLAUSE 22 INSPECTION AND ACCEPTANCE OF DOCUMENTATION
  - 1.2.4 CLAUSE 23 USE AND POSSESSION PRIOR TO ACCEPTANCE
  - 1.2.5 CLAUSE 24 OWNERSHIP AND TITLE
  - 1.2.6 CLAUSE 27 WARRANTY OF WORK (EXCLUSIVE OF SOFTWARE)
  - 1.2.7 CLAUSE 32 NATO CODIFICATION
- 1.3 The following Clauses are hereby modified/supplemented:
  - 1.3.1 CLAUSE 7 FIRM FIXED PRICE CONTRACT is hereby supplemented by **ARTICLE 5** CONTRACT STRUCTURE.
  - 1.3.2 CLAUSE 9 PARTICIPATING COUNTRIES is hereby modified to reflect that there are twenty-nine (29) Member Nations of the North Atlantic Treaty Organisation.
  - 1.3.3 CLAUSE 10 SUB-CONTRACTS is hereby modified to delete Paragraphs 10.3 through 10.6.
  - 1.3.4 CLAUSE 11 SECURITY is hereby supplemented by **ARTICLE** 11 – SECURITY AND NON-DISCLOSURE.
  - 1.3.5 CLAUSE 12 RELEASE OF INFORMATION is hereby supplemented by **ARTICLE 11** - SECURITY AND NON-DISCLOSURE.
  - 1.3.6 CLAUSE 25 INVOICES AND PAYMENT is hereby supplemented by **ARTICLE 12** – INVOICES AND PAYMENT.
  - 1.3.7 CLAUSE 38 LIQUIDATED DAMAGES is hereby modified to exclude Level of Effort Purchase/Task Orders.

# ARTICLE 2. DEFINITIONS

- 2.1 "AAS Framework Contract(or)" refers to successful awardees of the Advisory and Assistance Service (AAS) Framework Contracts, as a result of the initial Source Selection.
- 2.2 "Level of Effort" Purchase/Task Orders require the Contractor to furnish personnel of specified qualifications to perform work for a definite amount of man-hours within an identified scope of work.

NATO UNCLASSIFIED Book 2, Part 2, Page 4 of 19

- 2.3 "Completion" Purchase/Task Orders require the Contractor to deliver a specific item or perform a specific service with a defined output within a defined amount of time.
- 2.4 "Contracting Authority" means the designated Contracting Officer as detailed herein.
- 2.5 "Personnel" refers to AAS Framework Contractor employees working pursuant to an awarded Purchase/Task Order.

# ARTICLE 3. SCOPE OF WORK

- 3.1 The scope of this contract is for the provision of Advisory and Assistance Services to the NATO Communication and Information Agency (NCI Agency). This scope is further defined by the Statement of Work, and all other attachments.
- 3.2 Each successful bidder for this contract shall be awarded a standalone AAS Framework Contract matching the requirements of CO-14633-AAS.

# **ARTICLE 4. OPTIONS AND CONTRACT DURATION**

- 4.1 The Contract shall commence upon Purchaser signature, which shall be the Effective Date of Contract (EDC) unless otherwise specified in the AAS Framework Contract. The Period of Performance shall be from EDC through 31 December 2019, with four (4) additional yearly Options as specified in the Schedule of Supplies and Services.
- 4.2 The Purchaser may unilaterally exercise any Option(s) listed in the Schedule of Supplies and Services on or before the date(s) listed therein. This exercise shall be awarded via a unilateral Contract Amendment or Purchase/Task Order, effective on the date of Purchaser signature, and communicated in accordance with **Article 9**. In no event shall the AAS Framework Contractor engage in the performance of any Option(s) or part thereof without the written consent of the Purchaser Contracting Authority.
- 4.3 This unilateral right does not create an obligation on the part of the Purchaser to exercise any Option(s).

# **ARTICLE 5. CONTRACT STRUCTURE**

- 5.1 Each successful bidder for this contract shall be awarded a standalone AAS Framework Contract matching the contractual requirements of CO-14633-AAS. The AAS Framework contract shall be a Requirements contract, pursuant to **Article 5.2** and **Article 6**, and shall have no intrinsic monetary value.
- 5.2 The Purchaser shall compete Purchase/Task Orders as detailed in **Article 6**. Upon selection as the successful bidder for a specific Request for Quote (RFQ), as detailed in **Article 6**, a Purchase/Task Order shall be awarded and the appropriate AAS Framework contract will be unilaterally amended to reflect the Requirements award.
  - 5.2.1 Regardless of the hours specified in the RFQ for each requirement, the Purchaser shall have the unilateral right to increase the scope of each requirement to a maximum of 2080 hours (1 man-year) per calendar year, within the awarded Labor Rates, upon contractual commitment of funding (as evidenced

NATO UNCLASSIFIED Book 2, Part 2, Page 5 of 19 by Purchase/Task Order issuance or Contract Amendment). This unilateral right shall uniquely exist for each calendar year, and the Purchaser shall have no obligation to maintain previous increases. This right applies only to Level of Effort Purchase/Task Orders.

5.3 Travel costs associated with awarded Purchase/Task Orders will be processed by the Purchaser and reimbursed directly to AAS Framework Contractor personnel, in accordance with Purchaser Internal Policy. Travel requirements vary by requirement and shall be communicated to personnel in accordance with **Article 7.1.2**. Note that each AAS Framework Contractor is responsible for all liabilities during performance of Travel, and the AAS Framework Contractor indemnifies the Purchaser regarding these liabilities.

# **ARTICLE 6. PURCHASE/TASK ORDERS**

- 6.1 Purchase/Task Order Competition Methodology
  - 6.1.1 The Purchaser shall compete Purchase/Task Orders to the maximum extent practicable, when new requirements are identified. Purchase/Task Orders subject to competition will be simultaneously presented to all AAS Framework Contractors possessing a valid AAS Framework Contract.
  - 6.1.2 As AAS personnel needs arise, RFQs will be issued for specific requirements. These RFQs shall contain all pertinent information to enable the AAS Framework Contractors to reasonably bid on the requirement (including the Type (Level of Effort or Completion), Evaluation Methodology, Statement of Work, Non-Standard Working Hours requirements, Incumbent Personnel (if applicable), and other items as may be necessary).
  - 6.1.3 RFQs shall be categorized as "Urgent" (with a bid closing deadline of at least 7 business days after issuance) or "Routine" (with a bid closing deadline of at least 14 calendar days after issuance).
    - 6.1.3.a Bids received after the bid closing deadline may be considered in an effort to maximize competition, with the decision to admit the late bid being a unilateral determination of the Purchaser.
  - 6.1.4 AAS Framework Contractors shall bid voluntarily on RFQ requirements, by providing a legally binding bid. This bid shall be completed on the template attached to each RFQ, or any other method as defined within the RFQ, for the purposes of standardization. This template shall include, for Level of Effort Purchase/Task Orders, the Curriculum Vitae and Fixed Labor Rate(s) per hour per year for the entirety of the Contract Duration (including unexercised Options).
    - 6.1.4.a AAS Framework Contractors shall be limited to proposing one (1) Curriculum Vitae and one set of Labor Rates per competed requirement for Level of Effort Purchase/Task Orders, unless otherwise specified within the RFQ.
    - 6.1.4.b The Fixed Labor Rate(s) for Level of Effort Purchase/Task Orders shall be fully loaded and include all direct/indirect/profit charges, including manpower overlap (minimum 10 Business Days unless not
      - NATO UNCLASSIFIED

Book 2, Part 2, Page 6 of 19

practicable, at the unilateral determination of the Purchaser), temporary replacement personnel for extended absences (i.e. medical leave), continuing education/training, and turnover expenses. These shall be contractually incorporated at a Not-to-Exceed price pursuant to **Article 7.1.1**.

- 6.2 Purchase/Task Order Evaluation, Selection, and Award Methodologies
  - 6.2.1 Each RFQ shall specify the evaluation methodology to be used when selecting the successful bidder for a Purchase/Task Order. The two methodologies are:

# 6.2.1.a Lowest Price Technically Compliant (LPTC)

6.2.1.a.i Award shall be made to the lowest-price technically-compliant bidder, with no additional consideration given to technical qualifications exceeding those required by the RFQ.

6.2.1.b Best Value (BV)

- 6.2.1.b.i Award shall be made considering the technical qualifications of proposed candidates. Technical and Price considerations shall be weighted at 50%/50% of the evaluation score, unless otherwise specified in the RFQ. The Evaluation Methodology shall be specified in each RFQ.
- 6.2.2 No clarification requests are permitted, unless otherwise specified in the RFQ.
- 6.2.3 Bids supplied by AAS Framework Contractors represent a binding commitment to execute the scope of work detailed in the RFQ, if selected as the successful bidder. This binding commitment includes de facto acceptance of all terms and conditions as-written in the RFQ. Any exceptions to the RFQ Terms and Conditions or requirements will be grounds for a determination of non-compliance by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
- 6.2.4 AAS Framework Contractors may bid in the currency of any NATO Member Nation. For purposes of evaluation, all bids will be converted into an equivalent EURO rate using the exchange rates of the European Central Bank on the close of business of the last working day preceding the Bid Closing Date, for each RFQ.
- 6.2.5 The Purchaser may consider it necessary to interview nominees to assess their technical compliance with the requirements. These interviews will generally be carried out by telecommunication methods, but may also be at one of the Purchaser major locations in Belgium or The Netherlands. All cost associated with the interview shall be borne by the AAS Framework Contractor independently from the Purchaser's technical evaluation outcome.

- 6.2.6 Curricula Vitae provided with Purchase/Task Order bids represent a binding commitment to supply the identified personnel at the bid Rate(s), within the constraints of the terms and conditions of the AAS Framework Contract.
  - 6.2.6.a AAS Framework Contractors shall ensure that the attestation at **Annex A** is completed and returned with each provided Curriculum Vitae.
  - 6.2.6.b Submission of the same personnel (as documented via Curriculum Vitae and **Annex A**), from more than one AAS Framework Contractor and for the same requirement, will be cause for a determination of non-compliance (before Purchase/Task Order award) or partial Termination For The Convenience Of The Purchaser (after Purchase/Task Order Award) by the Purchaser. This determination shall apply to all bids utilizing the same personnel. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
  - 6.2.6.c Failure to deliver the identified personnel on the start date designated in the RFQ, as a result of an otherwise successful bid, may be cause for a determination of non-compliance (before Purchase/Task Order award) or partial Termination For The Convenience Of The Purchaser (after Purchase/Task Order Award) by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
- 6.2.7 The Purchaser's assessment of the respective qualifications of the proposed candidates is not subject to dispute or to any claim for monetary compensation. All concerns about perceived irregularities in Purchase/Task Order competitions shall be immediately brought to the attention of the Purchaser Contracting Authority.
- 6.2.8 The Purchaser shall award requirements by accepting the successful bid as-proposed and issuing a unilateral Purchase/Task Order, which does not require the signature of the AAS Framework Contractor. The Purchaser shall provide award information to all AAS Framework Contractors upon Purchaser issuance of each Purchase/Task Order award as a result of an RFQ. This information will include, at a minimum, the successful AAS Framework Contractor and the total evaluated price.
  - 6.2.8.a The Purchase/Task Order provided by the Purchaser may contain additional terms and conditions, and a signature block for the AAS Framework Contractor. Inclusion of these items is a limitation of the Purchaser's Business Application and are not
    - NATO UNCLASSIFIED Book 2, Part 2, Page 8 of 19

intended to revise the terms and conditions of the AAS Framework Contracts. No countersignature is required on Purchase/Task Orders issued pursuant to **Article 6.2.8**.

- 6.3 Discount Percentages
  - 6.3.1 The AAS Framework Contractor hereby agrees to offer by the following discount percentages, as bid in their original proposal. These discount percentages shall apply to all awarded Purchase/Task Orders, and will be utilized in the Purchase/Task Order evaluation. These discounts shall be identified in invoices, and are additive (i.e. both a labor discount and a payment discount may be applied, calculated utilizing the original rate).
    - 6.3.1.a 25%-Man-Year Labor Up-Front Ordering Discount: **TBD** (this discount is applicable to all requirements in which 25% of the Man-Year is ordered at the beginning of the year/period)
    - 6.3.1.b 50%-Man-Year Labor Up-Front Ordering Discount:
       TBD (this discount is applicable to all requirements in which 50% of the Man-Year is ordered at the beginning of the year/period)
    - 6.3.1.c 75%-Man-Year Labor Up-Front Ordering Discount: **TBD** (this discount is applicable to all requirements in which 75% of the Man-Year is ordered at the beginning of the year/period)
    - 6.3.1.d 100%-Man-Year Labor Up-Front Ordering Discount: **TBD** (this discount is applicable to all requirements in which 100% of the Man-Year is ordered at the beginning of the year/period)
    - 6.3.1.e Off-Site Labor Discount: **TBD** (this discount is applicable to all requirements, and applies when the personnel are permitted to work Off-Site, such as athome)
    - 6.3.1.f 15-Day Early Payment Discount: **TBD** (this discount is applicable to all invoices that the Purchaser pays within 15 days of receipt of a conforming invoice)
- 6.4 Incumbent Personnel Right of First Refusal
  - 6.4.1 As a matter of transitioning between existing contracts and the AAS Framework Contracts, or through a contractual mechanism herein, existing requirements with Incumbent Personnel may be competed. The requirements within **Article 6.4** do not apply to requirements that were Terminated For The Convenience Of The Purchaser pursuant to **Article 6.5**.
  - 6.4.2 If applicable, Incumbent Personnel will be detailed in each RFQ. AAS Framework Contractors shall make all reasonable efforts to contact Incumbent Personnel and offer to submit them as a proposed candidate, prior to offering a Third Party. Failure to do so may result in a Purchaser determination of non-compliance. This determination is a unilateral right of the Purchaser, is a function of the Terms and

Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

- 6.4.3 Note that no preference shall be given in LPTC evaluations for Incumbent Personnel provided as a proposed candidate.
- 6.5 Personnel Replacement During Performance
  - 6.5.1 During Purchase/Task Order performance, identified personnel may become unavailable for work under the AAS Framework Contract, beyond the reasonable control of the AAS Framework Contractor. In these cases, the AAS Framework Contractor shall identify replacement personnel to the Purchaser within 14 calendar days, or as otherwise may be mutually agreed between the Purchaser and the AAS Framework Contractor. This notification shall include the identified personnel's Curriculum Vitae and all associated contact information to enable Purchaser evaluation.
    - 6.5.1.a Identified personnel shall meet the performance requirements specified for each requirement, at the unilateral determination of the Purchaser. Identified personnel may be interviewed pursuant to **Article 6.2.5**.
    - 6.5.1.b Upon written approval by the Purchaser, the identified personnel shall be deemed accepted with regards to their suitability for the requirement.
    - 6.5.1.c Failure to identify qualified replacement personnel within 14 calendar days may be grounds for a partial Termination For The Convenience Of The Purchaser, with the requirement subsequently released for competition. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
  - 6.5.2 During Purchase/Task Order performance, the Purchaser may encounter performance issues with identified personnel. These issues will be documented in writing to both the personnel and the AAS Framework Contractor. Repeated performance issues, or uncorrected poor performance, may be grounds for a partial Termination For The Convenience Of The Purchaser, with the requirement subsequently released for competition. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
- 6.6 Post-Award Duty Location Changes
  - 6.6.1 During Purchase/Task Order performance, it may be necessary for the duty location of a requirement to be permanently transferred to a geographic location that is different from the one identified in the original RFQ.
  - 6.6.2 The Purchaser Contracting Authority shall calculate revised rate profile(s) using the differential of the Equivalent NATO Grade pay rate between the original and revised duty location(s), or an equivalent methodology. This determination is a unilateral right of the Purchaser,

NATO UNCLASSIFIED Book 2, Part 2, Page 10 of 19 is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

- 6.6.3 The AAS Framework Contractor will be notified of the revised rate profile(s) through a Bilateral Contract Amendment incorporating the change(s). Within 14 calendar days from notification, the AAS Framework Contract shall either:
  - 6.6.3.a Sign and return the Bilateral Contract Amendment, accepting the revised rate profile(s)/duty location(s) and guaranteeing that the associated personnel will be present in the new duty location(s) as of the start date(s) specified therein.
  - 6.6.3.b Inform the Purchase Contracting Authority that the AAS Framework Contractor rejects the change(s) to the rate profile(s)/duty location(s). This notification shall automatically establish a partial Termination For The Convenience Of The Purchaser, limited solely to the revised requirement(s). The requirement(s) shall then be released for competition pursuant to **Article 6**.
- 6.6.4 Failure to do either of the above actions within 14 calendar days shall automatically establish a partial Termination For The Convenience Of The Purchaser, limited solely to the revised requirement(s). The requirement(s) shall then be released for competition pursuant to **Article 6**.

# ARTICLE 7. NON-STANDARD WORKING ARRANGEMENTS AND LIMITATION OF FUNDS (LEVEL OF EFFORT PURCHASE/TASK ORDERS ONLY)

- 7.1 Non-Standard Working Arrangements
  - 7.1.1 The Labor Rate(s) contractually incorporated as a result of **Article 6** reflect the rate(s) to be paid for work performed in accordance with standard National Labor Law requirements (which vary by country) and Purchaser Internal Policy. The Purchaser then utilizes these rates to fund a Not-to-Exceed (NTE) price reflecting the required hours and the standard Labor Rate(s).
    - 7.1.2 The Purchaser may require that specific personnel perform work outside of standard working hours as defined in National Labor Laws and Purchaser Internal Policy (hereafter referred to as "Non-Standard Working Arrangements"). This may include, but is not limited to, On-Call, Nights, Weekend, and Holiday hours. Each requirement for Non-Standard Working Arrangements will be sent directly to the personnel assigned to a requirement, by their requirement manager. It is the responsibility of the personnel to liaise the request with their AAS Framework Contractor prior to performance of any work. Additionally, prior to performance of any work, the personnel shall achieve requirement manager approval regarding appropriate calculations pursuant to **Article 7.1.3**.
    - 7.1.3 Non-Standard Working Arrangements shall be tracked and invoiced to the Purchaser by applying any function of National Labor Laws and Purchaser Internal Policy to determine the incurred hours. For instance, if National Labor Laws and Purchaser Internal Policy require

NATO UNCLASSIFIED Book 2, Part 2, Page 11 of 19 that on-call hours are reimbursed at a rate of 1 hour for every 3 hours spent on-call but not actively working, then a shift of 24 hours on-call shall be recorded and invoiced as 8 hours worked. Non-Standard Working Arrangements incurred shall be described and calculated on submitted timesheets (as directed by the Purchaser) and shall be separated on invoices from standard work hours.

- 7.2 Limitation of Funds
  - 7.2.1 The Schedule of Supplies and Services specifies the amount presently available for payment by the Purchaser and allotted to each AAS Framework Contract. The AAS Framework Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable per requirement by the Purchaser under the AAS Framework Contract approximates but does not exceed the total amount actually allotted per requirement by the Purchaser to the contract.
  - 7.2.2 The AAS Framework Contractor shall notify the Purchaser in writing whenever it has reason to believe that the total amount paid and payable by the Purchaser will, in the next 30 days, exceed 75 percent of the amount allotted per requirement by the Purchaser. These notifications shall be consolidated and shall not occur more frequently than every 30 days.
  - 7.2.3 The Purchaser is not obligated to reimburse the AAS Framework Contractor for costs incurred in excess of the amount allotted per requirement by the Purchaser to the AAS Framework contract.

# **ARTICLE 8. INDEPENDENT CONTRACTOR**

- 8.1 The personnel provided by the AAS Framework Contractor are at all times employees of the AAS Framework Contractor and not the Purchaser. In no case shall AAS Framework Contractor personnel act on behalf of, or as an agent for, NATO or any of its bodies. In no way shall the AAS Framework Contractor personnel claim, directly or indirectly, to represent NATO in an official capacity or claim themselves to be NATO employees.
  - 8.1.1 All AAS Framework Contract personnel shall identify themselves as such in all formal communications.

# ARTICLE 9. CORRESPONDENCE AND CONTRACT ADMINISTRATION

- 9.1 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract Amendments shall only be valid when received in writing from the Purchaser Contracting Authority.
- 9.2 Formal and informal letters and communications shall be sent by e-mail to the official points of contact listed in each AAS Framework Contract.
- 9.3 All notices and communications shall be effective on receipt.
- 9.4 Official Points of Contact (or to individuals as may from time to time be designated in writing):

IFB-CO-14633-AAS Book 2, Part 2 – Contract Provisions

For the Purchas	ser:	For the AAS Framework Contractor:						
Contractual Matters:	Day-to-day requirement administration:	Contractual Matters:	Day-to-day requirement administration:					
Contracting Authority as specified in each AAS Framework Contract Bids: <u>AAS.Bids@ncia.nato.int</u> Invoices: <u>AAS.Invoices@ncia.nato.int</u> Miscellaneous Issues: <u>AAS.Issues@ncia.nato.int</u>	Requirements Manager assigned to each requirement	As specified in each AAS Framework Contract	Personnel assigned to each requirement					

9.5 It shall be the Contractor's responsibility, as part of this Contract, to reproduce and supply all the necessary forms and reports in the quantities required.

# ARTICLE 10. TRANSPARENCY AND ETHICAL STANDARDS

- 10.1 Disclosure of Involvement of Former Purchaser Employment and Access to Privileged Information
  - 10.1.1 For every bid submitted in response to an RFQ, AAS Framework Contractors automatically certify that no personnel working as a part of the AAS Framework Contractors' team responsible for preparation of the bid, at any tier, have held employment with the Purchaser within the last two years.
    - 10.1.1.a If this automatic certification is not possible, the AAS Framework Contractor shall notify the Purchaser in writing prior to bid submission. This notification may be cause for a determination of non-compliance by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
  - 10.1.2 For every bid submitted in response to an RFQ, AAS Framework Contractors automatically certify that they did not have access to solicitation information (such as draft requirement documentation) prior to such information being authorized for released to all AAS Framework Contractors.
    - 10.1.2.a If this automatic certification is not possible, the AAS Framework Contractor shall notify the Purchaser in writing prior to bid submission. This notification may be cause for a determination of non-compliance by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and
      - NATO UNCLASSIFIED

Book 2, Part 2, Page 13 of 19

Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

- 10.2 Transparency of AAS Framework Contractor Personnel
  - 10.2.1 The AAS Framework Contractor shall inform the Purchaser, for every Curriculum Vitae submitted, whether the proposed candidate has any family members working for the Purchaser and whether the identified personnel have previously been Purchaser employees (identifying Civilian/Military status with employed dates and position). In accordance with Purchaser Internal Policy, certain candidates may be excluded from carrying out work for the Purchaser.
- 10.3 Prohibition Against Recruitment of Serving Purchaser Staff
  - 10.3.1 The AAS Framework Contractor is prohibited from approaching active Purchaser staff (Civilian or Military) to discuss future employment opportunities with their firm, or to act as a broker for employment with other firms, not including advertisements in the public domain. This does not prohibit the AAS Framework Contractor from approaching non-Purchaser staff who work for the Purchaser on a contracted basis, nor does it prevent the AAS Framework Contractor from approaching former Purchaser staff that have retired or separated, consistent with the disclosure requirements herein.

# ARTICLE 11. SECURITY AND NON-DISCLOSURE

- 11.1 The security classification of the AAS Framework Contracts is NATO UNCLASSIFIED.
- 11.2 The AAS Framework Contractor and all sub-Contractors shall handle and safeguard NATO CLASSIFIED material in accordance with NATO and national security regulations.
- 11.3 AAS Framework Contractor Personnel working under this contract must possess a NATO SECRET security clearance as a minimum, unless otherwise specified in the RFQ and resultant Purchase/Task Order(s).
- 11.4 It shall be the AAS Framework Contractor's responsibility to obtain the necessary clearances and to have such clearances confirmed to the Purchaser by the relevant national security authority.
- 11.5 Failure to meet the timely security requirement shall not constitute a valid reason to delay commencement of a Purchase/Task Order and shall be remedied in accordance with **Article 6**.
- 11.6 In the performance of all works under this contract, it shall be the AAS Framework Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented locally.
- 11.7 AAS Framework Contractor personnel performance may require access to third party data and information. The AAS Framework Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information. The AAS Framework Contractor and all Sub-contractors may be required to sign Non-Disclosure Agreements (see **Annex B**) or certificates for access to specific information to complete tasks.

# ARTICLE 12. INVOICES AND PAYMENT

NATO UNCLASSIFIED Book 2, Part 2, Page 14 of 19

- 12.1 For Level of Effort Purchase/Task Orders, the AAS Framework Contractor shall submit invoices monthly in arrears for work performed by personnel, at the hourly rate(s) set forth in each AAS Framework Contract. Personnel timesheets must be submitted to the Purchaser for approval pursuant to Purchaser Internal Policy, in a format acceptable to the Purchaser (i.e. the Purchaser-supplied Time Accounting System). Timesheets approved by the Purchaser must accompany all invoices submitted for payment.
- 12.2 For Completion Purchase/Task Orders, the AAS Framework Contractor shall submit invoices either at the completion and acceptance of all work under the task, or in accordance with the payment plan indicated in the Purchase/Task Order. Invoices shall be accompanied by a copy of the letter of acceptance issued by the Purchaser. It shall be the responsibility of the AAS Framework Contractor to ensure such letter is provided.
- 12.3 All invoices must reference the appropriate AAS Framework Contract, Requirement Number, AAS Framework Contractor Personnel (only applicable to Level of Effort Purchase/Task Orders), name of the Requirement Manager (only applicable to Level of Effort Purchase/Task Orders), and any other information that the Purchaser may deem necessary for processing.
- 12.4 Payment to the AAS Framework Contractor will be made within 30 days of receipt of properly certified invoices, sent to <u>accountspayable@ncia.nato.int</u> with an electronic copy sent to the Purchaser Contracting Authority at the e-mail address specified in **Article 9**.

# ARTICLE 13. POST-AWARD REQUIREMENT TERMS AND CONDITIONS

13.1 The following Terms and Conditions shall apply only to the CLINs listed in the below table:

CLIN	Terms and Conditions
TBD	TBD

# ANNEX A – ATTESTATION OF CURRICULUM VITAE SUBMISSION

### TO BE SIGNED BY THE PERSONNEL PROPOSED FOR REQUIREMENTS, AND SUBMITTED WITH EACH AAS FRAMEWORK CONTRACTOR BID.

I ATTEST:

- 1. That I hereby willingly submit my Curriculum Vitae for consideration for Advisory and Assistance Services (AAS) Framework Contract requirement [enter requirement number]
- 2. That, if selected, I am available to begin work on the specified start date
- 3. That I have full comprehension of the Terms and Conditions of the AAS Framework Contract which will govern the performance of this requirement
- 4. That I have no family members currently employed by the Purchaser (to be changed if required)
- 5. That I have not been previously employed directly by the Purchaser (to be changed if required)
- 6. That I have completed negotiations on labor rates and all associated benefits regarding AAS Framework Contract requirement [enter requirement number], and that these negotiations may not be reopened prior to requirement award. I hereby agree to provide copies of documentation to this effect, directly to the Purchaser, if requested by the Purchaser.

Date

Full name (in block capitals)

Signature

# ANNEX B - NON DISCLOSURE DECLARATION

#### TO BE SIGNED BY THE CONTRACTOR'S TEAM MEMBER WORKING IN THE NATO'S PREMISES, PRIOR TO THE COMMENCEMENT OF EACH PURCHASE/TASK ORDER.

### I UNDERSTAND:

- That I must preserve the security of all Information<sup>i</sup> that comes to my knowledge as a result of this contract with the NCI Agency and that I undertake to comply with all relevant security regulations.
- 2. That I must not divulge to any unauthorized person, any Information gained by me as a result of this contract with NATO, unless prior permission for such disclosure has been granted by the appropriate NATO authority.
- 3. That I must not, without the approval of the appropriate NATO authority, publish (in any document, article, book, CD, video, film, play, or other form) any Information that I have acquired in the course of my official duties for NATO.
- 4. That, at the end of the contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorised to retain.
- 5. That if I violate prescribed security practices either intentionally or accidentally, my work on NATO premises shall be immediately terminated.
- 6. That the provisions of the above Declaration apply not only during the period of my contract with the NCI Agency, but also after my work has ceased and that I am liable to prosecution if either by intent or negligence I allow information to pass into unauthorized hands.
- 7. That I commit to fulfil my obligations for the period of performance mentioned in the Schedule of Supplies and Services (including the optional periods) unless major events beyond my reasonable control happen.
- 8. That shall I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the AAS Framework Contractor, which is currently employing me, has provided NATO with an acceptable suitable substitute in accordance with Special Provision **Article 6**.
- 9. That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me and to discharge these functions with the interests of NATO only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government, company or from any authority other than that of NCI Agency.
- 10. That within the next two weeks I shall acquaint myself with NATO security regulations and security operating instructions.

Date

Full name (in block capitals)

Signature

<sup>&</sup>lt;sup>i</sup> "Information" includes but is not limited to classified and commercial-in-confidence information.

IFB-CO-14633-AAS Book 2, Part 2 – Contract Provisions

# IFB-CO-14633-AAS



# **BOOK 2, PART 2, SECTION 2**

# CONTRACT GENERAL PROVISIONS

NATO UNCLASSIFIED Book 2, Part 2, Page 18 of 19

IFB-CO-14633-AAS Book 2, Part 2 – Contract Provisions

#### BOOK 2, PART 2, SECTION 2 CONTRACT GENERAL PROVISIONS

See attached file

IFB-CO-14633-AAS Book 2, Part 4 – Framework Contract Requirement Repository

Book 2, Part 4

# Framework Contract Requirement Repository

# IFB-CO-14633-AAS

# **AMENDMENT 2**

Advisory and Assistance Services



IFB-CO-14633-AAS Book 2, Part 4 – Framework Contract Requirement Repository



# IFB-CO-14633-AAS

# **ADVISORY AND ASSISTANCE SERVICES**

# BOOK 2, PART 4

# FRAMEWORK CONTRACT REQUIREMENT REPOSITORY

N A T O U N C L A S S I F I E D Book 2, Part 4, Page 1 of 20

IFB-CO-14633-AAS Book 2, Part 4 – Framework Contract Requirement Repository

# CONTENTS

1.	SECTION 1 – INITIAL REQUIREMENTS	3
1.1.		
1.2.	CYBER DEFENCE SUPPORT	4
1.3.	ENGINEERING SUPPORT	6
1.4.	GENERAL OFFICE SUPPORT	8
1.5.	LOGISTICS SUPPORT	
1.6.	MILITARY OPERATIONS RESEARCH, ANALYSIS, AND SUPPORT	
1.7.	PROFESSIONAL MANAGEMENT AND ADMINISTRATIVE SUPPORT	
1.8.	QUALITY ASSURANCE SUPPORT	16
1.9.	SOFTWARE, IT, AND COMMUNICATIONS SUPPORT	
2.	SECTION 2 - POST-AWARD REQUIREMENTS	20
2.1.	TBD	20
2.2.	TBD	

IFB-CO-14633-AAS Book 2, Part 4 – Framework Contract Requirement Repository

# 1. <u>SECTION 1 – INITIAL REQUIREMENTS</u>

## 1.1. COST ESTIMATING / ANALYSIS AND PROCUREMENT SUPPORT

Type: Level of Effort

Duty Location: Brussels, Belgium

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: No

The Acquisition (ACQ) Directorate of the NCI Agency provides the full range of acquisition expertise and activities which support the planning, implementation and maintenance of the required capability to support the Agency's strategic goals and missions. These functions include Contracting, Integrated Logistics Support, Cost Estimating and Analysis (CEA) and Industry Relations. ACQ controls all acquisition activities to ensure proper risk management and protects the legal and financial liabilities of the Agency and implements Best Practices relating to all acquisition activities, including Life Cycle Acquisition. ACQ ensures impartial, unbiased, timely and accurate execution of all actions performed and develops, implements and monitors the use of NCI Agency acquisition policy and procedures. ACQ conducts all source selection activities of the NCI Agency as well as establishes, administers and effectively communicates Agency policies and practices, documents and actions necessary to implement the Agency's acquisitions.

Activities to be performed:

- Provide cost expertise for the benefit of all NCI Agency Service Lines (SLs) for the benefit of all projects and programs;
- Provide cost analysis expertise in bid evaluations and analyse contractor prices in support of contract negotiations and sole source procurements;
- Develop cost trade off proposals in support of procurement options and do what-if scenarios;
- Provide support for the development of the Project Service Costs (PSCs);
- Provide costing and financial inputs for establishing Service Level Agreements (SLAs) and Invitations For Bids (IFBs);
- Conduct Life Cycle Cost Estimating (LCCE) and analyses in liaison with other NCI Agency Service Lines, including developing cost data for Type B Cost Estimates (TBCEs) for which NCI Agency is either Host Nation or acts in support of or as procurement agent for Nations or the Strategic Commands, including analysis of the operations and maintenance (O&M) costs of projects and programs;

Book 2, Part 4 – Framework Contract Requirement Repository

- Maintain the Labour Rate Catalogue to be used in the development of cost estimates and negotiation positions; and in the development and reviewing of the financial part of Agency related Capability Packages (CPs);
- Stay abreast of technological developments relevant to the overall Agency area of work by keeping current on Lifecycle Cost Estimating and Analysis for Software Intensive Projects (SIPs);
- Perform other duties within the NCI Agency's area of business as may be required.

Skills, Competencies, and Toolsets:

- A university degree in business management, economics or mathematics, or equivalent education from a recognised military academy or institute, preferably equivalent to MSc degree and supplemented by relevant postgraduate qualifications or certification with minimum 2 years post related experience;
- Or similar education such as system lifecycle cost estimating and analysis equivalent to BSc degree preferably in the field of military defence capability with minimum 4 years post-related experience, which is directly applicable to the projects and programs managed by the NCI Agency Service Lines;
- Proven ability to work with parametric lifecycle SW tools for cost estimating and analysis (SEER), be an expert in the use of MS Excel software and be familiar with the use of other computer-based support tools including MS Word;
- Proven ability to communicate effectively orally and in writing with good briefing skills;
- Experience in cost analysis of defence capability development programs and Software Intensive Projects (SIPs) such as C4ISR and / or CIS;
- Experience in analysing manpower, management and other service costs related to the implementation of major SIPs and CIS projects;
- Experience in communicating cost issues with Contracting Officers, Service Line chiefs, Project Managers, HNs and contractors;
- Knowledge of NATO procedures for programming, authorisation, acquisition, implementation, utilization and support of NATO Security Investment Programme (NSIP);
- The ability to develop and maintain a work schedule with multiple demands and priorities;
- NATO Secret Clearance.

## **1.2. CYBER DEFENCE SUPPORT**

Type: Level of Effort

Duty Location: Mons, Belgium

Equivalent NATO Grade: A3

Travel Required: Yes

Non-Standard Working Arrangements: No

Cyber Defence management authorizes and monitors an access to IT facilities or infrastructure in accordance with established organisational policy. That workflow includes investigation of unauthorised access, compliance with relevant legislation and the performance of other administrative duties relating to security management. It takes responsibility for the development, writing of technical guides or policy supporting CIS security across a large-sized organization. Cyber Defence management in general requires a broad understanding of cyber security including understanding of risk management and technical systems for prevention, detection, and mitigation of security issues.

- Management, configuration and deployment of Network Security related systems, Network Security appliances and associated management software;
- Deployment, configuration and maintenance of networking devices and associated management software;
- Configuration and management of Host Based Intrusion Detection and/or Prevention Systems (H-IDS/H-IPS);
- Configuration and management of On-line Vulnerability Management Systems (Online VM);
- Configuration and management of Full Packet Capture (FPC) devices;
- Configuration and management of Network Based Intrusion Detection and/or Prevention Systems (NIIDS/NIPS);
- Reviewing and improving the organisational quality of documentation and products as related to cyber security activities;
- To assist in developing documentation and guides for the implementation of new capabilities;
- Writing reports on cyber security activities, which includes monthly or quarterly reports that outline incidents, trends and recent cyber security activities;
- Developing documents critical to business continuity, which include disaster recovery and continuity of operations plans;
- To conduct policy reviews as directed, ensuring that organizational guidance with respect to CIS Security is appropriately reflected;
- Writing CIS Security policy, impacting a large and diverse organisation;
- Writing articles educating users on the principles of CIS Security and end user device security;
- To apply ISO 27001<sup>1</sup> and ISO 27002 standards to written documents;
- Supporting the development and maintenance of technical cyber security NATO Directive and Guidance documents, and review of Cyber Security/Information Assurance/Cyber Defence related documentation;
- Developing security accreditation strategies and provides guidance and support on security accreditation and re-accreditation activities;
- To review and provide technical assessment of the security-related documentation, required in the accreditation process;

<sup>&</sup>lt;sup>1</sup> It is an information security standard that was published on the 25<sup>th</sup> September 2013. It supersedes ISO/IEC 27001:2005, and is published by the International Organization for Standardization (ISO) and the International Electro-technical Commission (IEC) under the joint ISO and IEC subcommittee, ISO/IEC JTC 1/SC 27.

• To review cyber security overarching (high level) architectures and target architectures ensuring compliance to security policies and architectural coherence among projects and systems.

Skills, Competencies, and Toolsets:

- A Master of Science (MSc) degree in software engineering or applied science or in a related discipline and 5 years post-related experience;
- Or a Bachelor of Science (BSc) degree in engineering or applied science or in a related discipline with 7 years post related experience;
- Possessing and having experience in Communication and Information System (CIS) security knowledge, which includes, but not limited to, business continuity, computer forensics, network security, incident management, end user device security guidance, and training / new equipment implementation guides;
- Knowledge of cyber security approaches and systems for detection of malicious activity;
- Knowledge of cyber security approaches and systems for prevention and mitigation of malicious activity;
- Knowledge of approaches and systems for cyber security decision support;
- Knowledge of approaches and systems to recover from attacks;
- Knowledge of various risk management approaches;
- Knowledge of cyber security approaches for trustworthiness assessments such as common criteria;
- Experience in concept development and validation;
- Experience with cyber security architecture development;
- Experience in requirements management and system design of cyber security systems;
- Knowledge of NATO and other International Cyber Security Policies and Directives;
- Familiar with the application of risk assessment methodologies;
- Experience with assessment of cyber threats, vulnerabilities, and application of risk management;
- NATO Secret Clearance.

# **1.3. ENGINEERING SUPPORT**

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A4

Travel Required: Yes

Non-Standard Working Arrangements: No

The Ballistic Missile Defence (BMD) Systems Engineering Branch (SEB) is part of the Air and Missile Defence Command and Control (AMDC2) Directorate, and is responsible for activities related to the System-of-Systems (SoS) architecture and

N A T O U N C L A S S I F I E D Book 2, Part 4, Page 6 of 20

requirements for the BMD programme. A key output of the SEB is the development and maintenance of the Architecture Definition Document (ADD) for the BMD capability at the SoS level. The second key output of the SEB is the Architecture Requirements Specifications (ARS) for the BMD capability. Thirdly, the SEB is developing Interface Control/Definition Documents (ICD/IDDs) relating to the interfaces between the various systems in the BMD SoS Architecture. SEB also ensures that the verification and validation of the documented requirements is adequately considered and supported from the outset.

The engineering support work includes development and maintenance of BMD (and Integrated Air and Missile Defence (IAMD)) architectures, time-phased implementation roadmaps, detailed requirements definition, allocation of requirements to systems, review of technical requirements for enhancements to NATO Battle Management, Command, Control, Communications and Intelligence (BMC3I) systems, and definition of integration of national assets to achieve an effective BMD/IAMD capability for NATO. This work requires close coordination with other parts of the Agency, other NATO agencies and bodies, and national and multinational organisations and authorities.

Activities to be performed:

- Provide programmatic and technical expertise in the conception and development of BMC3I systems architecture and requirements;
- Develop and maintain the architecture and requirements for the BMC3I systems of the BMD capability;
- Develop and maintain the specification of the interfaces between the NATO BMC3I systems and the national weapon systems, sensors and C2;
- Develop and maintain Systems Engineering products and coordinate with Stakeholders on required Engineering Change Proposals (ECPs). This includes supporting the assessment of ECP impact on Programme cost, schedule and performance;
- Co-ordinate activities with BMD stakeholders internal and external to the NCI Agency, including Nations and the Operational community;
- Support project management and technical reviews, to include all standard project processes (risk, configuration, quality, etc.). This includes reviews internal to AMDC2, to the Agency, to the BMD Implementation Projects, and those conducted for external stakeholders (e.g. Nations);
- Assist in the planning, preparation and hosting of formal and informal visits, meetings and conferences with representatives of military, civilian and industrial organisations;
- Perform any other duties as required by the AMDC2 Director.
- Maintain a high level of expertise in the areas above and stays abreast of related best practices;
- Perform other duties as required.

Skills, Competencies, and Toolsets:

• A university degree in electrical engineering, physics, operations research, computer science or other relevant scientific or engineering discipline,

N A T O U N C L A S S I F I E D Book 2, Part 4, Page 7 of 20

#### Book 2, Part 4 – Framework Contract Requirement Repository

preferably equivalent to a master's degree and supplemented by relevant postgraduate qualifications;

- Exceptionally, the lack of a university degree may be compensated by the demonstration of particular abilities or experience of interest to AMDC2;
- A minimum of 8 (eight) years of experience in Planning, Design, Systems Engineering, Integration and Implementation of Command and Control, Communications and Information Systems;
- Experience in management of engineering contractors and in programme technical reviews;
- Knowledge of NATO or National air and missile defence operational aspects;
- Knowledge in development and maintenance of a system-of-systems architecture and in requirements specification/management processes;
- Knowledge of NATO interoperability standards, with specific focus on JRE/Link16 and ADatP-3/APP-11(C);
- Detailed knowledge and recent experience (a minimum of 12 months in the last 36 months) in Programme and Project Management in a NATO or similar environment, to include formal qualifications (such as MSP, PRINCE2, or PMP);
- Knowledge of IT Service Management Processes (ITIL);
- Knowledge of Service Oriented Architecture and Web Services related standards;
- Prior experience of working with military and civilian elements preferably in an international environment;
- Knowledge of NATO responsibilities and organization, including Allied Command Operations and Allied Command Transformation and military domain;
- NATO Secret Clearance.

# 1.4. GENERAL OFFICE SUPPORT

Type: Level of Effort

Duty Location: Brussels, Belgium

Equivalent NATO Grade: B4

Travel Required: No

Non-Standard Working Arrangements: No

The general office staff provides the appropriate administrative support of activities to ensure that the tasks of both the General Manager and Directors are met on time and in line with the executive intent. This coordination includes pro-active planning and coordination with all the necessary elements of the Agency and external engagement with stakeholders, senior committees and boards; as well as preparation and management of the factual, cultural and geographic transition.

Book 2, Part 4 – Framework Contract Requirement Repository

- Provide personal and administrative support ensuring the efficient daily operation of the office, including personal scheduling, document management and making administrative arrangements for visits and duty travels;
- Act as the first point of contact and deal diplomatically and effectively with issues which arise;
- Perform administrative and management support duties pertaining to personalin-confidence work and, in particular, assistance in the preparation and maintenance of personal records. This includes, inter alia, keeping up-to-date personnel records, taking timely action on the preparation of contract renewals and step increments, performance reports, letters of appreciation, arrival and farewell interviews;
- Compose correspondence and documents using MS Word, Outlook, Excel spread sheets, PowerPoint graphics applications, and SharePoint operations on a personal computer in accordance with the Agency official document formatting guidelines;
- Answer enquiries and incoming telephone calls, and assist in the scheduling of the day to day business, including maintaining the calendar and schedules;
- Disseminate correspondence and documents and keep suspense dates;
- Determine, control and maintain the information flow including e-mail traffic and other communication means within the offices of the Directorate; including prioritising issues for action based on their schedules;
- Monitor the circulation of documents and information in coordination with the office leader; ensuring proper co-ordination, accuracy, completeness, clarity and conformity with NATO procedures;
- Schedule and prepare meetings as required (prepare folders and assemble briefing papers, arrange rooms, catering etc.);
- Ensure the appropriate organisation and coordination of visits and conferences, if required;
- Attend weekly meetings, preparing and distributing notes of proceedings / actions required;
- Initiate all follow up actions as appropriate, to include inputs required for consolidated documents and the maintenance and control of a suspense system;
- Organise rooms, IT equipment and furniture for new staff in coordination with the receiving Admin Assistant;
- Plan official and personal entertainment functions and liaise as appropriate with other administrative and catering staff etc.;
- Liaise with other office staff across the NCI Agency as well as external contacts on issues relating to administration, coordination and standardisation of internal process;
- Perform secretarial and administrative duties for other staff as required;
- Contribute to working groups and projects as required.

Skills, Competencies and Toolsets:

• Secondary (or higher) general education, and/or secretarial school with 5 years secretarial post-related experience;

N A T O U N C L A S S I F I E D Book 2, Part 4, Page 9 of 20

Book 2, Part 4 – Framework Contract Requirement Repository

- Vocational training at a higher administrative level in a relevant discipline, or equivalent combination of qualifications and with 5 years secretarial post-related experience;
- Competency in the use of the internet and personal computer office automation packages such as Microsoft Office applications;
- Competency in the creation and management of MS SharePoint sites for information storage, dissemination, and assistance in business workflow management;
- Ability to work on own initiative in a reliable and trustworthy manner in a demanding environment;
- Ability to take initiative and a flexible approach allowing the incumbent to respond reliably and competently to changing requirements in a demanding environment;
- Excellent organisational skills and ability to handle a large volume of work in an efficient and timely manner;
- Excellent command of spoken and written English with a proven ability to communicate effectively orally and in writing;
- Ability to communicate effectively both orally and in writing in NATO's second official language;
- A high degree of oral and written communicational skills with staff members at all levels;
- Experience in events organization and coordination;
- Desirable experience of working in an international environment comprising both military and civilian elements;
- Knowledge of NATO responsibilities and organization, including the NATO Civilian Personnel Regulations and the NATO Military Authorities;
- Experience in Senior Management / Front Office duties;
- Experience with document management and archive systems;
- Experience/ knowledge of NATO political and operational domains;
- NATO Secret Clearance.

# 1.5. LOGISTICS SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: No

Logistics management provides a full range of support to acquisition and in service expertise and activities, which cover the planning, implementation and sustainment of the required capabilities and services to support the Agency's strategic goals and missions.

Book 2, Part 4 - Framework Contract Requirement Repository

- Conducting the logistics planning for designated domains on C4ISR and / or Air and Missile Defence Command and Control (AMDC2) and / or other projects to include the life cycle support aspects, along with their cost estimates in terms of investment and follow-on support;
- Responsibilities to encompass Logistics Support Analysis (LSA), Reliability, Availability, Maintainability and Testability (RAMT) engineering, Configuration Management (CM) and Quality Assurance (QA);
- Building up LSA to address maintenance; supply support; manpower, training, documentation, transportation and packaging, support and test equipment, and support facilities in defence capability development including AMDC2;
- Working-in as required the logistics aspects of Capability Packages (CPs), 'Type B' Cost Estimates (TBCEs), Statement of Works (SOWs), and other contractually binding documentations including: development of ILS concepts in conjunction with appropriate NATO bodies and in accordance with NATO policies and criteria, the translation of these concepts into inputs for procurement specifications to Invitation for Bids (IFB) / Request for Quotes (RFQ), Task Orders (TO), and supporting associated source selection activities;
- To provide direction, guidance and support to other logistics staff as necessary to ensure effective Integrated Logistics Support (ILS) concept to the assigned portfolio of projects, systems and services, which is coordinated to maintain oversight of the assigned portfolio, engagement with Agency managers and team leaders, and effective management of subordinate ILS resources;
- Negotiating, undertaking and controlling the procurement and administration of approved ILS project requirements, including Contractor Logistics Support (CLS) or organic support as necessary and the co-ordination of such requirements with Host Nations, users, sub-committees, NATO Support and Procurement Agency (NSPA) and other NATO logistics organizations;
- To perform logistic studies including life-cycle support scoping and costing;
- To contribute to the analysis of supportability and RAMT effects (including operational effectiveness and overall life-cycle cost) of proposed technical solutions and change proposals;
- To ensure that test and acceptance plans for implementation projects do include appropriate measures for ensuring that supportability and RAMT requirements are met;
- Preparing ILS plans and assisting in accomplishing a successful handover of completed projects to the follow-on support organizations;
- Developing inputs for incorporation into agreements with NATO Nations where NATO Communications and Information System (CIS) responsibilities may be assumed by them;
- Provide ILS assistance in NATO Joint Final Acceptance Inspection (JFAI) activities to close project procurement activities;
- To be responsible for maintaining and developing further own ILS competencies.

Skills, Competencies, and Toolsets:

• A university degree in logistics management, or equivalent education from a recognised military academy or institute, preferably equivalent to a Master of

Book 2, Part 4 – Framework Contract Requirement Repository

Science (MSc) degree supplemented by relevant postgraduate qualifications or certification with 2 years post-relevant experience;

- Or a Bachelor of Science (BSc) degree in logistics subject with 4 years postrelated experience preferably in defence capability development area;
- Or exceptionally, the lack of a degree may be compensated by a lower academic qualification combined with the demonstration of logistics particularities to this post, in the specific logistics with 10 years post related experience;
- Proven working knowledge in a combination of appropriate experience in the majority of ILS related activities described below:
  - logistics support analysis;
  - reliability availability maintainability and testability engineering;
  - maintenance and supply support;
  - transportation and packaging, training management, including needs analysis, development and delivery;
  - system documentation including Interactive Electronic Technical Manual (IETM) sets;
  - knowledge of the NATO planning disciplines and acquisition processes and procedures.
- Prior experience of working in an international environment comprising both military and civilian elements;
- Knowledge of NATO responsibilities and organization, including ACO and ACT;
- Knowledge of NATO responsibilities and organization especially in regard to ILS for C4ISR and AMDC2 capabilities;
- Knowledge of the NATO Financial Regulations as they pertain to Property Accountability;
- NATO Secret Clearance.

# 1.6. MILITARY OPERATIONS RESEARCH/ANALYSIS

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: Yes

One of the most important functions of the Agency is to support military organizations in a wide range of activities from defence planning to analytical support to ongoing NATO missions, including in-theatre support, and support to exercises. Often times, the Agency requires additional military operational analysis expertise in order to meet commitments made to its customers.

In general, staff that are going to be evaluated for the following Initial Post below should have a NATO Secret clearance.

Book 2, Part 4 – Framework Contract Requirement Repository

Activities in Operational Analysis (OA) to be performed:

- Develop methods and conduct operational analyses for joint and combined planning, requirements and capabilities identification;
- Conduct operational analyses in support of concept development, and analysis and improvement of organisational effectiveness (structures and staff processes);
- Conduct joint mission task analysis;
- Support the development of military estimates (i.e. mission statement, Commander's Intent, situation analysis, Course of Action (COA) analysis and selection of best friendly COA);
- Support the development of planning scenarios;
- Develop analytical models to support the analysis of military capability requirements across the spectrum of military domains including:
  - Aerospace (including Missile Defence (MD));
  - Land;
  - Maritime;
  - Command and Control (C2);
  - Intelligence, Surveillance and Reconnaissance (ISR);
  - Cyber;
  - Enabling / Logistics;
  - Non-military capabilities (e.g. Stability and Reconstruction).
- Develop analytic models, simulations and decision aids for analysis, evaluation and experimentation;
- Provide front-line OA support to NATO Commanders;
- Prepare data collection plan, observe, collect and analyse data from military operations and/or exercises;
- Support statistical data analysis and survey design;
- Compile lessons learned from past and/or current military operations & exercises;
- Support the development of operational views in architectures (i.e. description
  of tasks and activities, organisational and operational elements and information
  flows required to conduct or support a military function).

Skills, Competencies and Toolsets:

- A university degree in science, or equivalent education from a recognised military academy or institute, preferably equivalent to a Master's degree;
- Practical and recent experience with the conduct of operational analysis studies;
- Experience in the analysis of military capabilities, including knowledge and recent expertise in one or more of the military components/domains (e.g. aerospace, land, maritime, enabling/joint, etc.);
- Knowledge of NATO responsibilities and organisation is desirable;
- NATO Secret Clearance.

# 1.7. PROFESSIONAL MANAGEMENT AND ADMINISTRATIVE SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: B4

Travel Required: Yes

Non-Standard Working Arrangements: No

The professional management and administrative support is part of the NCI Agency daily business across the organization, ensures the harmonised planning, implementation, deployment, evolution and support of the Agency's services to its customers. The management and administrative support, as part of the overall service provision provided to the Agency's customers, satisfy the business requirements including military operations taking into account the NATO political, economic and schedule requirements and using the most suitable industrial and technological solutions. The professional management and administrative support is an indispensable part of the daily business of the NCI Agency. The specific work includes detailed development and maintenance of planning documentation, formulation, justification and execution of budgetary documentation and information. It also includes support for the development and execution of high level of agreement amongst the Agency and its customers such as Memoranda of Understanding (MOU) and MOU related activity involved NATO Agencies and NATO Nations. The work requires close coordination within the NCI Agency, with other NATO bodies, National and Multinational organisations and authorities involved.

In general, staff that are going to be evaluating of the following Initial Post below should have a NATO Secret clearance or national equivalent.

- Contribute to strategy, and concept explorations and their development and coordination related to all aspects of planning, programming and execution of the Programme Master Plan;
- Carry out work in the following areas: programme development, planning & scheduling; tracking, tracing and documenting programme performance against programme goals; identifying, programme risks register, budgetary development; development of detailed programmatic information, developing reports and presentations to civilian and military authorities;
- Provide expertise of NATO's capability development plans, policy and operational domains and leverage this expertise in military requirements for implementation;
- Liaise with the Operational Community of Interest and co-ordinate activities of the programme and/or project Operational User Group;
- Contribute to develop, in close coordination with other NCI Agency elements, cost estimations and cost analyses;

#### Book 2, Part 4 – Framework Contract Requirement Repository

- Contribute to the development of Memoranda of Agreement (MOA), MOUs and to the management of contracts;
- Implement risk and issue management and develop risk mitigation action plans;
- Contribute to Configuration Management and Change Management activities;
- Contribute to quality management activities;
- Co-ordinate activities of related projects within the NCI Agency;
- Provide briefings and presentations;
- Assist in the planning, preparation and hosting formal and informal visits, meetings and conferences with representatives of military, civilian and industrial organisations;
- Trace and document overall systems configurations;
- Perform other duties as required.

Skills, Competencies, and Toolsets:

- Secondary (or higher) general education, and / or business administration and / or PM school with 5 years post-related experience;
- Vocational training at a higher administrative level in a relevant project management and / or business administration discipline, or equivalent combination of qualifications with 5 years post-related experience;
- Extensive experience of at least ten years in planning, programming and execution of defence acquisition programmes;
- Knowledge of commercial and international business practices;
- Project management experience including financial management, risk and issue management, quality management, scheduling and configuration/change, and transition management;
- Detailed knowledge of standard practices for developing and executing international Memorandum of Agreement / Understanding;
- Detailed knowledge of current NATO planning, programming and execution for system implementation;
- Proven ability to communicate effectively orally and in writing with good briefing skills.
- Experience in establishing and monitoring quality insurance plan and procedures;
- Experience in establishing and maintaining configuration control procedures;
- Experience in establishing and maintaining a risk management plan;
- Knowledge of financing mechanisms in international organisations;
- Knowledge of the organisation and responsibilities of NATO;
- Experience of working in NATO for a related to the topic;
- Experience with standard ADP project management methodology such as PRINCE2 and tools such as MS Project, MS Excel, MS SharePoint, etc.;
- Prior experience of working in an international business environment comprising both military and civilian elements;
- Knowledge of NATO budgetary and cost estimation documentation.
- Interaction with the NATO Committees, Working Groups, and their supporting staffs.
- Experience with NATO contracting and contract administration procedures.

IFB-CO-14633-AAS

Book 2, Part 4 – Framework Contract Requirement Repository

- Development of interagency and international MOAs/MOUs.
- Knowledge of NATO responsibilities and organization, including ACO and ACT.
- NATO Secret Clearance.

### 1.8. QUALITY ASSURANCE SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A2

**Travel Required: Yes** 

Non-Standard Working Arrangements: No

The Quality Assurance management ensures the harmonized planning, implementation, deployment evolution and support of the Agency's services in a way that satisfies the operational requirements and minimizes the military risk, taking into account the NATO political, economic and schedule requirements and using the most suitable industrial and technological solutions. The Quality Assurance management defines, establishes and maintains a mission assurance framework, in line with the Agency policy and directives, in order to provide quality and safety assurance – with a special focus on Air and Missile Defence Command and Control (AMDC2) domain-, information security services, configuration management, test, validation and verification of systems under procurement or support.

The Quality Assurance staff coordinates and supports related external and internal audits and leads related management reviews. The QA management provides Quality Assurance (QA) services to the Agency's project and non-project activities following guidelines provided by the Enterprise QM; this includes providing QA for internal development / maintenance and acquisition projects as well as the management of external quality assurance experts (e.g. STANAG 4107), as required. The QA management establishes and maintains a safety assurance framework for Agency's products/services, and performs safety audits, establishes/maintains safety assessments (safety cases) for products and services and assesses product/service changes for their impact on safety of the product/service. The QA staff establishes a framework to support continuous service improvement and where applicable liaises with Service Strategy to promote these improvements to a wider forum in the NCI Agency. The QA is involved to define and maintain the Agency's Business Continuity Plan.

- Assisting and supporting QA progress and relevant processes in the implementation and maintenance of the Quality Management System;
- Assisting in the planning of QA activities supporting projects planning and execution, providing engineering expertise in the area of product/process evaluation and improvement;

IFB-CO-14633-AAS

#### Book 2, Part 4 – Framework Contract Requirement Repository

- Defining quality requirements for new project and for the bidder technical evaluation in the context of different procurement method such as: International Competitive Bidding, Sole Source, and so on;
- Reviewing contractor/subcontractor QA plans and procedures;
- Monitoring contracts/subcontracts to ensure compliance with quality requirements;
- Providing engineering expertise in the area of quality assurance/quality control activities such as inspections, walkthroughs and audits during all the project planning and execution stages;
- Leading and executing inspections and audits at contractors and subcontractors facilities as required;
- Supporting the QA management in identifying project related risks to bring to the attention of senior management;
- Assisting provision to QA management in the delegation of contractors and subcontractors activities to Government Quality Assurance Authorities (GQA) i.a.w. STANAG 4107;
- Assuring to put in place relevant safety requirements especially in AMDC2 systems and subsystems;
- Managing QA monitoring of contractor and NATO test activities.

Skills, Competencies, and Toolsets:

- A university degree (MSc level) at a nationally recognised / certified university in a subject related to the position (e.g. Quality Engineering, Computer Science) with 2 years post-related experience preferable in defence capability development;
- Or a university degree (BSc level) at a nationally recognised/certified university in a subject related to the position (e.g. Quality Engineering, Computer Science) with 4 years post-related experience in quality management / assurance and quality control activities for large, software-intensive systems, preferably in the defence capability fields of C4ISR and AMDC2;
- Experience in leading internal or external audits in an IT business environment;
- Experience in briefing large (international) audiences on quality management / assurance and quality control related matters;
- Experience in risk management and the establishment and execution of related processes;
- Sound knowledge of, and experience in, NATO QA policy and related AQAP documents and other international organization standards, including inter alia: ISO-9000 series, ISO-9126, and ISO-12207;
- Certification in project/technical management processes in line with recognized standards (e.g. Prince 2, ITIL, etc.);
- Certification as auditor;
- Familiarity with the NATO procurement process;
- General knowledge on functional safety concepts eg. IEC 61508 and relevant system and SW IEC and IEEE safety standards along with specifications on area of AMDC2;
- Prior experience of working in an international environment comprising both military and civilian elements;

IFB-CO-14633-AAS Book 2, Part 4 – Framework Contract Requirement Repository

• NATO Secret Clearance.

# 1.9. SOFTWARE, IT, AND COMMUNICATIONS SUPPORT

Type: Level of Effort

Duty Location: Mons, Belgium

Equivalent NATO Grade: A2

Travel Required: No

Non-Standard Working Arrangements: No

Many key NCI Agency delivered systems are making use of Oracle Technology and/or Oracle Applications (Oracle-E-Business Suite). It is essential the Agency have access to surge manpower with technical and functional knowledge and expertise about/with different Oracle Technology products and Oracle E-Business Suite functional modules.

- Ability to handle issues of all E-Business Suite modules in area of responsibility including System Administrator from setup to functional reporting;
- Understanding internal controls, including but not limited to user access, responsibilities, security rules, report groups, profile options;
- Understanding flexfields configuration;
- Workflow monitoring and troubleshooting;
- Understanding standard open interfaces;
- Understanding Approval Management Engine configuration;
- Experience with writing detailed functional design documents based on new or changed business requirements;
- Experience with the review of business procedures and functional setup;
- Experience with making recommendations for changes, improvements etc. based on best business practices;
- Experience with preparing, running and documenting unit tests, system tests and user acceptance tests;
- Experience with creating training material and providing training. Basic understanding of Oracle User Productivity Kit (UPK) is desirable;
- Basic understanding of Oracle Project Accounting (Billing/Costing) and its integration with other Oracle E-Business Suite modules is desirable.
- Oracle E-Business Suite Purchasing and Advanced Procurement SME specific requirements:
  - Detailed knowledge of and experience with all Oracle E-Business Suite Release 12.1.3 or higher Financials, Purchasing, Advanced Procurement and Logistics applications focusing on Purchasing and Advanced Procurement, including but not limited to:

IFB-CO-14633-AAS

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- Purchasing, iSupplier Portal, Sourcing, iProcurement, Procurement Contracts, Services Procurement, System Administrator, Application Developer and Workflow Administrator
  - excellent understanding of Accounts Payable, Purchasing and Advanced
  - Procurement;
  - good understanding of Accounts Receivable, Cash Management and Fixed Assets;
- thorough understanding of Purchasing, Inventory and Accounts Payable process flows;
- thorough understanding of Encumbrance and Budget Accounting with Commitments, Pending Commitments and Reservations;
- thorough understanding of two, three and four way matching and tolerance settings;
- thorough understanding of two, three and four way matching and tolerance settings at sub-ledger level;
- understanding of Inventory Cost Accounting process;
- understanding month-end and year-end processes for Inventory, Purchasing and Accounts Payable;
- understanding all aspects of General Ledger reporting, including but not limited to identification of appropriate standard reports and the development of any additional reports required (Financial Statement Generator or Discoverer);
- knowledge of and experience with all different finance approval workflows (Accounts Payable, Purchasing, General Ledger);
- Thorough accounting knowledge, including but not limited to encumbrance accounting, accrual accounting and experience of Public Sector accounting processes;

Skills, Competencies, and Toolsets:

- A minimum of 4 years current, detailed and relevant knowledge of and experience with Oracle E-Business Suite Release 12.1.3 or higher;
- Basic understanding of the data model for Oracle E-Business Suite Release 12.1.3 or higher;
- Working knowledge of the Oracle Unified Method (OUM) and/or the Oracle Application Implementation Methodology (AIM) ;
- A minimum of 4 years current, detailed and relevant knowledge and experience;
- Basic SQL and SQL\*Plus knowledge;
- Familiarity with configuration management / versioning procedures and tools;
- Able to work under pressure, on own initiative and without constant supervision, to strict and tight deadlines;
- A good team player and a good communicator;
- Experience of working in a team that delivers a highly available service;
- Competent in documenting work done;
- English proficiency level: SLP 3333 according to STANAG 6001;

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- Relevant experience at a customer facing service desk and its associated tools and processes during a 24 months sustained period of performance;
- NATO Secret clearance.

# 2. <u>SECTION 2 – POST-AWARD REQUIREMENTS</u>

- 2.1. TBD
- 2.2. TBD