ACQUISITION

ijeoma.ezeonwuka@ncia.nato.int
Telephone: +31 (0) 2 707 8104

NCIA/ACQ/2016/1248
10 June 2016

To: See Distribution List

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

Reference(s): AC/4-DS(2015)0023
Project Serial No.: 2014/0IS03096
Commitment Number: N/A

1. Forwarded herewith for your action and/or file is/are copy/copies of subject Invitation for Bid (IFB).

2. The effective date of this IFB is: 10 June 2016.

FOR THE GENERAL MANAGER:

Ijeoma Ezeonwuka
Contracting Officer

Attachment: As stated

NATO Communications and Information Agency
Agence OTAN d'information et de communication
Avenue du Bourget 140
1110 Brussels, Belgium
www.ncia.nato.int

Distribution List
IFB-CO-14171-PMIC

All Nominated Prospective Bidders (sent separately in electronic version)

NATO Delegations (Attn: Infrastructure Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

Embassies in Brussels (Attn: Commercial Attaché):

Albania	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1

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

Distribution for information

NATO HQ

NATO Office of Resources
Management and Implementation Branch – Attn: Deputy Branch Chief 1

Director, NATO HQ C3 Staff
Attn: Executive Co-ordinator 1

SACTREPEUR
Attn: Infrastructure Assistant 1

SACEUREP
Attn: Infrastructure Assistant 1

Strategic Commands

HQ SACT	Attn: R&D Contracting Office	1
HQ SACT	CAPDEV C2DS C2	1
ACO	Attn: Mr Steve Wallis, Ms Kirsten Lund	1

NCI Agency – Internal Distribution

ACQ Director of Acquisition – Mr P. Scaruppe	1
ACQ Deputy Director of Acquisition – Ms A. Szydelko	1
ACQ Contract Award Board Administrator - Ms M-L Le Bourlot	1

ACQ Chief of Contracts - Mr L.T. Herway	1
ACQ Principal Contracting Officer – Mr. W. Maley	1
DAS Director – Mr. G. Feat	1
Bi-SC AIS Programme Manager – Ms. S. Aker	1
PMIC Project Manager- Mr. H. Koksal	1
NSIP Liaison Office	1
Legal Office	1
Registry	1

NCI Agency – NATEXs

All NATEXs

ACQUISITION

ijeoma.ezeonwuka@ncia.nato.int
Telephone: +31 (0) 2 707 8104

NCIA/ACQ/16/1223
10 June 2016

To : All Nominated Prospective Bidders

Subject : **IFB-CO-14171-PMIC: INVITATION FOR BID TO PROVIDE AN INTEGRATED PROGRAMME MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)**

Reference(s) :
A. AC/4-D/2261 (1996 Edition)
B. AC/4-D(2008)0002-REV2 and AC/4-D(2009)0002
C. NSIP Project Serial 2014/0IS03096
D. AC/4(PP)D/27265-ADD5-REV1-FINAL
E. AC/4-DS(2015)0023
F. NCI Agency NOI NCIA/ACQ/2015/1827 dated 21 December 2015

Dear Sir/Madam,

1. Your firm is hereby invited to participate in an International Competitive Bid under the Best Value procedures set forth in Reference (Ref.) A and B for the provision of an integrated Programme Management and Integration Capability (PMIC) (Ref. C).

2. This scope of the project is to provide an integrated Programme Management and Integration Capability (PMIC), which will ensure a controlled evolution of the Bi-Strategic Automated Information Systems (Bi-SC AIS) and NATO General Communication Services (NGCS) as an increasingly effective contribution to future NATO Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) Capability. The full requirements are described in the Prospective Contract (Book II), part of this Invitation for Bid (IFB) package.

3. The NCI Agency intends placing one Contract to cover the entire scope of the project. No partial bidding will be allowed.

4. Bidders are advised that the estimated value of the resulting Base Contract **shall not exceed EUR 8,456,311**. Exceeding this ceiling price shall render the bid non-compliant.

5. Bidders must note the Exclusion Clause identified in Paragraph 1.4.6 of the Bidding Instructions (Book I) and Clause 25 of the Contract Special Provisions of the

NATO Communications and Information Agency
Agence OTAN d'information et de communication
Avenue du Bourget 140
1110 Brussels, Belgium
www.ncia.nato.int

Prospective Contract (Book II) regarding the participation in future Contracts for Bi-SC AIS and NGCS Programme related products and services.

6. Bidders shall certify in Annex B-15 of Bidding Instructions (Book I), their comprehension and intention to comply with the Exclusion Clause in Clause 25 of Book II: Prospective Contract and acknowledge that during the maximum period of performance established by the Contract plus three (3) years, they shall be excluded from award of all BI-SC AIS and NGCS work performed at the NCI Agency. Failure to complete this Annex shall result in the Bidder being considered non-compliant.

7. Contract award will be based on the proposal evaluated as the Best Value in accordance with the selection criteria set forth in the Bidding Instructions (Book I) which follow the procedures for International Competitive Bidding set forth in Ref. A and B.

8. The reference for the IFB is **IFB-CO-14171-PMIC**, and all correspondence concerning this IFB shall reference this number.

9. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS 12:00 HOURS (BRUSSELS LOCAL TIME) ON 02 SEPTEMBER 2016.**

10. This IFB consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedules (Part I), Terms and Conditions of the Contract (Part II & III) as well as the Statement of Work including its Annexes (Part IV). The Statement of Work sets forth detailed specifications governing the performance requirements of the Contract.

11. The overall security classification of the IFB is "NATO UNCLASSIFIED". This IFB remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.

12. Bidders have the right to request IFB clarifications as outlined in section 2.6 of the Bidding Instructions (Book I). All requests for clarification will be dealt with strictly in accordance with the procedures at Ref. A.

13. Recipients are requested to complete and return the enclosed "Acknowledgement of Receipt" at Attachment A of this letter within 14 days of the date of this letter, informing the NCI Agency of their intention to bid/not to bid. Firms are not bound by their initial decision, and if a firm decides to reverse its stated intention at a later date, it is requested to advise the NCI Agency by a separate letter.

14. Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.

15. All documents related to this IFB, including IFB amendments and clarifications, shall be placed exclusively on this web portal: https://ifb.ncia.nato.int/IFB-CO-14171-PMIC. All Nominated Prospective Bidders shall receive separate registration instructions for access to this web portal.

16. Per paragraph 1.6 of the Bidding Instructions (Book I), Prospective Bidders are invited to a Bidders Conference that will be held at the NCI Agency Premises in The Hague, Netherlands on 13 July 2016 from 0830 until 1500 (The Hague, Netherlands Time).

17. The NCI Agency point of contact for all information concerning this IFB is Ms. Ijeoma Ezeonwuka, Contracting Officer, who may be reached at Ijeoma.Ezeonwuka@ncia.nato.int.

FOR THE GENERAL MANAGER:

Peter Scaruppe
Director of Acquisition

Attachments:
A) Acknowledgement of Receipt of IFB-CO-14171-PMIC
B) Invitation for Bid IFB-CO-14171-PMIC

NCI AGENCY

ATTACHMENT A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID

IFB-CO-14171-PMIC

Please complete, sign and return by email (scanned to PDF) within 14 days to: Ijeoma.Ezeonwuka@ncia.nato.int

We hereby advise that we have received Invitation for Bid IFB-CO-14171-PMIC on_____, together with all enclosures listed in the Table of Contents.

PLEASE CHECK ONE:

☐ As of this date and without commitment on our part, we do intend to submit a bid.

☐ We do not intend to submit a bid.

☐ We are reviewing the requirements of the IFB and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

INVITATION FOR BID

IFB-CO-14171-PMIC

PROGRAMME MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)

Project Serial No.: 2014/0IS03096

BOOK I

BIDDING INSTRUCTIONS

TABLE OF CONTENTS

SECTION 1 INTRODUCTION 4
1.1. Purpose 4
1.2. Scope of Work 4
1.3. Overview of the Prospective Contract 5
1.4. Governing Rules, Eligibility, and Exclusion Provisions 6
1.5. Security 7
1.6. Bidders Conference 8

SECTION 2 GENERAL BIDDING INFORMATION 10
2.1. Definitions 10
2.2. Eligibility and Origin of Equipment and Services 11
2.3. Bid Delivery and Bid Closing 11
2.4. Requests for Extension of Bid Closing Date 13
2.5. Purchaser's Point of Contact 13
2.6. Request for IFB Clarifications 13
2.7. Requests for Waivers and Deviations 15
2.8. Amendment of the Invitation for Bid 15
2.9. Cancellation of Invitation for Bid 15
2.10. Modification and Withdrawal of Bids 16
2.11. Bid Validity 16
2.12. Bid Guarantee 17
2.13. Electronic Transmission of Information and Data 19
2.14. Supplemental Agreements and Export Controlled Information 19
2.15. Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser 19

SECTION 3 BID PREPARATION INSTRUCTIONS 21
3.1. General 21
3.2. Bid Package Content 22
3.3. Package Marking 23
3.4. Volume 1: Bid Administration Package 23
3.5. Volume 2: Price Quotation 24
3.6. Volume 3: Technical Proposal Package 27
3.7. Bidder's Check-List 37

SECTION 4 BID EVALUATION AND CONTRACT AWARD 39
4.1. General 39
4.2. Best Value Award Approach and Bid Evaluation Factors 40
4.3. Evaluation Procedure 41
4.4. Evaluation Step 1 - Administrative Compliance 42
4.5. Evaluation Step 2 - Technical Evaluation 43
4.6. Evaluation Step 3 - Price Evaluation 52
4.7. Evaluation Step 4 – Calculation of Best Value Scores 55

ANNEX A. Bidding Sheets 56
ANNEX B. Prescribed Administrative Forms and Certificates 65

ANNEX C. Bid Guarantee - Standby Letter of Credit **81**
ANNEX D. Clarification Request Form **84**
ANNEX E. CV/Resume Template **88**

SECTION 1 INTRODUCTION

1.1. Purpose

1.1.1. The purpose of this Invitation for Bid (IFB) is to award a Contract to provide Implementation Authority Programme and Integration Capability.

1.1.2. This project will harness the resources programmed under several projects in CP 9C0107 and CP 9C0150 to provide an integrated Programme Management and Integration Capability (PMIC), which will ensure a controlled evolution of the Bi-Strategic Automated Information Systems (Bi-SC AIS) and NATO General Communication Services (NGCS) as an increasingly effective contribution to future North Atlantic Treaty Organization (NATO) Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) Capability.

1.1.3. This Contract will provide a framework through which a Contractor team will provide services to support the management, governance, and control of the implementation of the Bi-SC AIS and NGCS programmes and its constituent projects.

1.1.4. The purpose of this Contract is also to improve the benefit realisation, quality, timeliness, cost-effectiveness, and interoperability of Bi-SC AIS, and NGCS services through performance of management and technical services encompassing all key cross-cutting programme management, programme support, integration and testing functions.

1.2. Scope of Work

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

Management Services	
1	Programme Management
2	Change Management
3	Communications Management
4	Risk Management
5	Schedule Management
6	Cost Management
7	Configuration Management
8	Quality Management

C4ISR Technical Services	
9	Systems Engineering
10	Integration Management
11	Software Engineering and Design
12	Operational User Experience (UX)
13	Requirements Management
14	Programme Assurance
15	Transition Management
16	Information Security Management

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

1.3. Overview of the Prospective Contract

1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the PMIC capability and associated services. The Contractor shall perform all activities required as per Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables as per Book II Part I (Schedule of Supplies and Services – SSS). The Contractor's work encompass the activities described in paragraph 1.2).

1.3.2. In accordance with the terms of the Contract, the Contractor shall be required to render performance for a Basic Contract and, subject to Purchaser's formal request, for Optional additional years of services as defined in the SOW and summarized below as follows:

1.3.2.1. The Basic Contract is to provide for a duration of 18 months to cover successful completion of performance associated with Ramp-Up Stage (6 Months) and 1st Execution Stage (12 Months) and for performance rendered on the basis of Task Orders as required in the Prospective Contract (Book II).

1.3.2.2. After the initial 18-month basic Contract term, two 12-months Options (for the Second and Third Execution Stages) is anticipated to be exercised if the Contractor's overall performance during the initial term of 18 months is considered satisfactory. These Options shall be evaluated. This means that they will be evaluated and scored as part of the source selection process following this IFB.

1.3.3. The Contract resulting from this IFB shall be awarded on a Firm Fixed Price basis. The Purchaser liabilities at the time of Contract signature shall be limited to the effort relevant to the Basic Contract as defined in the Statement of Work. Performance associated with Evaluated Options shall be subject to formal Purchaser request, in accordance with Clause 10 (Options) of the Contract Special Provisions, and shall not constitute an obligation on the part of the Purchaser at the time of Contract signature.

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

1.4. Governing Rules, Eligibility, and Exclusion Provisions

1.4.1. This solicitation is an International IFB and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4 D/2261 (1996 Edition).

1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see paragraph 2.1.1.5) for which a Declaration of Eligibility has been issued by their respective government authorities.

1.4.3. **Best Value Evaluation Method**

1.4.3.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D (2008)0002-Rev 1 dated 27 April 2009 and AC/4-D (2008)0002-Rev 2 dated 15 July 2015.

1.4.3.2. The bid evaluation criteria and the detailed evaluation procedures are described in Section 4.

1.4.4. This IFB will not be subject to a public bid opening.

1.4.5. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.4.6. **Exclusion Clause**

1.4.6.1. Prospective Bidders must note the Contracting limitations established in Clause 25 of the Contract Special Provisions of the Prospective Contract (Book II) regarding the participation in future Contracts for Bi-SC AIS and NGCS Programme related products and services.

1.4.6.2. The Bidder shall certify in Annex B-15, its comprehension and intention to comply with the exclusion clause in Clause 25 of Book II: Prospective Contract and acknowledge that during the maximum period of performance established by this Contract plus three (3) years, they shall be excluded from award of all BI-SC AIS and NGCS work performed at the NCI Agency. Failure to complete this Annex shall result in the Bidder being considered non-compliant.

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

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

1.5. Security

1.5.1. This IFB has been classified as NATO UNCLASSIFIED.

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

1.5.3. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.

1.5.4. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided "as is, without any warranty" as to quality or accuracy.

1.6. Bidders Conference

1.6.1. Prospective Bidders are invited to a Bidders Conference that will be held at the NCI Agency Premises in The Hague, Netherlands on 13 July 2016 from 0830 until 1500 (The Hague, Netherlands Time).

1.6.2. The purpose of the Bidders Conference is to brief the Prospective Bidders on the IFB. The Bidder's Conference is planned to include a briefing on the bidding process; the bidding sheets; the Prospective Contract; and the technical and project management aspects of the project.

1.6.3. The participation to the Conference is limited to a maximum of two (2) persons simultaneously per Bidder and per agenda item. No exception to this number of attendees will be made by NCI Agency because of space restrictions.

1.6.4. **Proposed Conference Programme:**

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

1.6.5. Those companies that wish to participate in the Bidders Conference shall indicate their intention to attend not later than 7 days prior to the date of the Conference to the Point of Contact stated in paragraph 2.5.1. Security clearances are not required to attend the Bidders Conference. The interested firms shall email the Purchaser POC the following relevant data for each of the two company members (maximum per agenda item) attending:

1.6.5.1. The name of company
1.6.5.2. Name of attendee(s) and Email Address(es)
1.6.5.3. Passport number/ID
1.6.5.4. Place and date of birth
1.6.5.5. Agenda item attending

1.6.6. All attendee nominations shall be addressed to the IFB POC specified in paragraph 2.5.1.

1.6.7. The potential Bidders may submit questions in writing not later than 7 days prior to the date of the Conference to the POC, at the email address mentioned under paragraph 2.5.1. The Purchaser will endeavour to respond to the previously submitted questions at the Bidders Conference. If any additional questions are asked by the potential Bidders at the Bidders Conference, the Purchaser may attempt to answer them at that time, but any answer that may appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the IFB only when a written amendment to the IFB is issued in writing by the Purchaser.

1.6.8. Answers to all questions will be issued in writing to all Bidders as soon as practicable after the Conference, whether or not the Bidders attended the Conference. The formal written answers will be the official response of the Agency, even if the written answer differs from the verbal response provided at the Conference.

1.6.9. Notwithstanding the written answers provided by the NCI Agency after the Bidders' Conference, the terms, conditions and language of the IFB remains unaltered unless a formal IFB amendment is issued by the NCI Agency and is identified as such.

END OF SECTION 1

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

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

2.1.1.1. **"Bidder"**: a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.1.1.2. **"Compliance"**: strict conformity to the requirements and standards specified in this IFB and its attachments.

2.1.1.3. **"Contractor"**: the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the Prospective Contract.

2.1.1.4. **"Firm of a Participating Country"**: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

2.1.1.5. **"Participating Country"**: any of the NATO nations contributing to the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

2.1.1.6. **"Purchaser"**: The Purchaser is defined as the current NCI Agency or its legal successor.

2.1.1.7. **"Quotation"** or **"Bid"**: a binding offer to perform the work specified in the attached Prospective Contract (Book II).

2.1.1.8. **"IFB"**: Invitation for Bid

2.2. Eligibility and Origin of Equipment and Services

2.2.1. As stated in paragraph 1.4.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.

2.2.2. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

2.2.5. Unless otherwise authorised by the terms of the Prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. Bid Delivery and Bid Closing

2.3.1. All bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 on/or before 12:00 hours (Brussels Local Time) on 02 September 2016, at which time and date bidding shall be closed.

2.3.2. Bids shall be delivered to the following address:

2.3.2.1. **By Post:**
NATO/ NCI Agency
Acquisition Directorate
Attn: Ms. Ijeoma Ezeonwuka (x8104)
Avenue du Bourget 140, Bâtiment Z
B-1110 Brussels, Belgium

2.3.2.2. **Hand Carried Service or Courier:**
NATO/ NCI Agency
Acquisition Directorate

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

2.3.3. Bids submitted by electronic means (i.e. email) are not permitted and will not be considered. Bidders shall note that electronic (CD ROM) copies of their bid are required to be submitted with their "hard copy" in accordance with the submission prescriptions as further detailed in Section 3 of this Book I.

2.3.4. Bidders are advised that security or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items. It is the responsibility of the Bidder to ensure that delivery of the bid is performed during duty hours and days (0830 to 1700 Monday through Thursday and 0830 to 1600 on Friday).

2.3.5. **Late Bids**

2.3.5.1. Bids which are delivered to the Purchaser after the specified time and date set forth in paragraph 2.3.1 are "Late Bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.

2.3.5.2. **Consideration of Late Bid**: The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified bid closing time. Considering the number and quality of express delivery services, courier services and special services provided by the national postal systems, a late bid shall only be considered for award under the following circumstances:

2.3.5.2.1. A Contract has not already been awarded pursuant to the IFB, and

2.3.5.2.2. The bid was sent to the address specified in the IFB by ordinary, registered or certified mail not later than ten (10) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or

2.3.5.2.3. The bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NCI Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

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

2.4. Requests for Extension of Bid Closing Date

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

2.5. Purchaser's Point of Contact

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

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

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

2.6. Request for IFB Clarifications

2.6.1. Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to seek clarification of any matters of an administrative or contractual, price, or technical in nature pertaining to this IFB.

2.6.2. All questions and requests for clarification shall be submitted via email (no phone calls please) to the point of contact identified in paragraph 2.5.1 using the Clarification Request Form provided at Annex D of this Book 1.

2.6.3. Such questions and requests for clarification shall be submitted **not later than twenty eight (28) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraph 2.6.4 below.

2.6.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established bid closing date.

2.6.5. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification.

2.6.6. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.6.5 above.

2.6.7. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidders identity.

2.6.8. Bidders are advised that subsequent questions and requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be considered by the Purchaser as grounds for a determination of non-compliance.

2.6.9. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.

2.6.10. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the mean of the issuance of a formal IFB amendment in accordance with paragraph 2.8.

2.6.11. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

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

2.7. Requests for Waivers and Deviations

2.7.1. Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB and attached Prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6.

2.7.2. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a bid as submitted may be regarded by the Purchaser as a qualification or condition of the bid and may be grounds for a determination of non-compliance.

2.8. Amendment of the Invitation for Bid

2.8.1. The Purchaser may revise, amend or correct the terms, conditions and specifications and provisions of the IFB at any time prior to the date set for the bid closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt which the Bidder shall complete and enclose as part of its submitted bid. This process may be part of the clarification procedures set forth in paragraph 2.6 or may be an independent action on the part of the Purchaser.

2.8.2. All revisions or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its bid by completing the "Acknowledgement of Receipt of IFB Amendments" at Annex B-2 of this Book I. Failure to acknowledge receipt of all amendments may be grounds to determine the bid to be non-compliant.

2.8.3. The Purchaser will consider the potential impact of amendments on the ability of Prospective Bidders to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

2.9. Cancellation of Invitation for Bid

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

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

2.10. Modification and Withdrawal of Bids

2.10.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for bid closing. Such modifications shall be considered as an integral part of the submitted bid.

2.10.2. Modifications to bids which arrive after the bid closing date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in paragraph 2.3.5 concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.10.3. A Bidder may withdraw its bid at any time prior to bid opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.10.4. Except as provided in paragraph 2.11.4.2, a Bidder may withdraw its bid after bid opening only by forfeiture of the Bid Guarantee.

2.11. Bid Validity

2.11.1. Bidders shall be bound by the term of their bids for a period of twelve (12) months starting from the bid closing date specified in paragraph 2.3.1.

2.11.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.11.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

2.11.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

2.11.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or

2.11.4.2. refuse this extension of time and withdraw the bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.

2.11.5. Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.12. Bid Guarantee

2.12.1. The Bidder shall furnish with its bid, a guarantee in an amount equal to **Three Hundred Thousand Euros (€300,000)** with a validity equal to that of the bid as expressed in paragraph 2.11.1. The Bid Guarantee shall be substantially similar to Annex C as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.

2.12.2. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.12.3. A format substantially similar to the one set in Annex C of this Book I shall be used by the issuing financial institution to create a Standby Letter of Credit acceptable to the Purchaser.

2.12.4. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If this method is selected, Bidders are informed that the Purchaser will cash the cheque on the bid closing date.

2.12.5. If the bid closing date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and

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

2.12.6. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the bid closing date may be cause for the bid to be determined non-compliant.

2.12.7. In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.

2.12.8. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:

2.12.8.1. The Bidder has submitted a bid and, after bid closing date (including extensions thereto) and prior to the selection the compliant bid determined to represent the best value, withdraws the bid, or states that it does not consider the bid valid or agree to be bound by the bid, or

2.12.8.2. The Bidder has submitted a compliant bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the IFB.

2.12.8.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time.

2.12.8.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract at the date of Contract signature.

2.12.9. Bid Guarantees will be returned to Bidders as follows:

2.12.9.1. to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

2.12.9.2. to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;

2.12.9.3. to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.

2.12.9.4. pursuant to paragraph 2.11.4.2.

2.13. Electronic Transmission of Information and Data

2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the Prospective Bidders as soon as practicable.

2.13.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail or portal communication (https://ifb.ncia.nato.int/IFB-CO-14171-PMIC) to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14. Supplemental Agreements and Export Controlled Information

2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.

2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Prospective Contract, to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

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

2.15.1. Bidders are instructed to review Clause 22 of the Contract Special Provisions and Clause 30 of the Contract General Provisions set forth Parts II and III of Book II herein. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.

2.15.2. Bidders are required to disclose, in accordance with Annexes B-9, B-10, and B-11 of this Book I the IP proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights (IPR) or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.

2.15.3. The identification of Bidders' Background and/or Third Party IP shall be limited to those IPs associated with products and/or documentation which is

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

2.15.4. Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.

2.15.5. Bidders are reminded that restrictions on use or dissemination of IP conflicting with the Book II terms and conditions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of non-compliant bid.

END OF SECTION 2

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

3.1.1. Bidders shall prepare and submit their bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.

3.1.2. Bidders **shall not simply restate the IFB requirements**. A bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the Prospective Contract.

3.1.3. Bidders are informed that the quality, thoroughness and clarity of the bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final Best Value score.

3.1.4. Partial bids and bids containing conditional statements will be declared non-compliant.

3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.

3.1.6. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).

3.1.7. All documentation submitted as part of the bid shall be "NATO UNCLASSIFIED".

3.1.8. **Language Of Bid**

3.1.8.1. All notices and communications regarding this IFB shall be written and conducted in English.

3.1.8.2. All bids shall be submitted in English.

3.2. Bid Package Content

3.2.1. The complete bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these bidding instructions.

3.2.2. **Volume 1**- **Bid Administration Package**: containing one (1) hard copy and one (1) soft copy of the documents specified in paragraph 3.4.

3.2.3. **Volume 2**- **Price Quotation**: containing one (1) hard copy and two (2) soft copies (CD ROMs or DVDs) of information specified in paragraph 3.5.1. The soft copy shall be in MS Excel format which can be manipulated i.e. not an image and be the full and complete Price Quotation including the Contract Line Item Number (CLIN) Price breakdown sheets.

3.2.4. **Volume 3**- **Technical Proposal Package**: Technical Proposal Package composed of the further six (6) parts as specified below. Each of the Parts listed below shall be self-contained in a clearly marked separate binder or file for ease of segregation and handling.

3.2.4.1. **Part 1: Bidder Qualifications**, as described in 3.6.4, in four (4) hard copies and two (2) electronic copies.

3.2.4.2. **Part 2: Draft Project Management Plan**, as described in 3.6.5, in four (4) hard copies and two (2) electronic copies.

3.2.4.3. **Part 3: Draft Ramp-Up Stage Plan**, as described in 3.6.6, in four (4) hard copies and two (2) electronic copies.

3.2.4.4. **Part 4: Draft First Execution Stage Plan**, as described in 3.6.7, in four (4) hard copies and two (2) electronic copies.

3.2.4.5. **Part 5: Draft Programme Risk Management Plan**, as described in 3.6.8, in four (4) hard copies and two (2) electronic copies.

3.2.4.6. **Part 6: Draft Programme Support Plan**, as described in 3.6.9, in four (4) hard copies and two (2) electronic copies.

3.2.5. Bidding instructions describing the expected contents of each of the six (6) parts constituting the Technical Proposal Package are in paragraph 3.6 of this document. Advice to Bidders on how the Purchaser plans to conduct the technical evaluation of Parts 1 through 5 is contained in paragraph 4.5 of this document

3.3. Package Marking

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

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

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

3.3.2.1. Name and address of the Bidder.

3.3.2.2. The words "SEALED BID" followed by the reference "IFB-CO-14171-PMIC"; and

3.3.2.3. The appropriate package marking (i.e. Volume 1: Bid Administration Package (Copy#); Volume 2: Price Quotation (Copy#); and Volume 3: Technical Proposal Package (Copy#)).

3.4. Volume 1: Bid Administration Package

3.4.1. The Bid Administration Package must include the original of the Bid Guarantee required by paragraph 2.12 of the Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the bid validity date due to extensions in the bid closing date.

3.4.2. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The Certificates are as follows:

3.4.2.1. Annex B (Certificate of Legal Name of Bidder)

3.4.2.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)

3.4.2.3. Annex B-3 (Certificate of Independent Determination)

3.4.2.4. Annex B-4 (Certificate of Bid Validity)

3.4.2.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties, and Charges)

3.4.2.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions)

3.4.2.7. Annex B-7 (Disclosure of requirements for NCI Agency Execution of Supplemental Agreements) as applicable.

3.4.2.8. Annex B-8 (List of Prospective Subcontractors)

3.4.2.9. Annex B-9 (Bidder Background IPR)

3.4.2.10. Annex B-11 (List of Third Party IPR).

3.4.2.11. Annex B-10 (List of Subcontractor IPR)

3.4.2.12. Annex B-12 (Certificate of Origin of Equipment, Services, and Intellectual Property)

3.4.2.13. Annex B-13 (List of Proposed Key Personnel)

3.4.2.14. Annex B-14 (Certificate of Price Ceiling)

3.4.2.15. Annex B-15 (Comprehension and Intention to Comply with Exclusion Clause and Conflict of Interest)

3.4.2.16. Annex C Bid Guarantee-Standby Letter of Credit

3.4.3. **No information disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription may result in the bid being declared non-compliant.**

3.5. Volume 2: Price Quotation

3.5.1. **Package Contents**

3.5.1.1. This envelope must contain the following documentation and media in the quantities provided in paragraph 3.2.3:

3.5.1.2. Annex A-1 "Bidding Sheets"

3.5.1.3. 2_IFB-CO-14171-PMIC Book I Annex A Bidding Sheets.xlsx issued as part of this IFB

3.5.2. **General Rules**

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

3.5.3. **Pricing Prescriptions**

3.5.3.1. Annex A-2 (Instructions for Bidding Sheets Preparation) to the present Book I illustrates the price bid requirements associated with the completion of the Bidding Sheets. All prescriptions illustrated therein are to be regarded as mandatory. Failure to abide to these prescriptions may lead to the bid being declared non-compliant.

3.5.3.2. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referenced in paragraph 3.5.1.3, in accordance with the instructions specified in Book I Annex A-2. Such documentation constitutes an integral part of this IFB and prescriptions contained therein shall be referred to for the purpose of the evaluation set forth in paragraph 4.6.

3.5.3.3. The structure of the Bidding Sheets shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW.

3.5.3.4. When completing the Bidding Sheets the Bidder shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

3.5.3.5. Bidders shall **furnish Firm Fixed Prices** for: the Ramp-up stage of 6 months plus the 1st execution stage of 12 months as well as options for a 2nd and 3rd optional execution stages of 12 months each in accordance

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

3.5.3.6. The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

3.5.3.7. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.

3.5.3.8. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. In the case of inconsistencies between the electronic version of the Bidding Sheets and the paper "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.

3.5.3.9. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

3.5.3.9.1. the currency is of a "participating country" in the project, **and**

3.5.3.9.2. the Bidder can demonstrate, either through sub-Contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

3.5.3.10. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.

3.5.3.11. Bidders shall therefore **exclude** from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.

3.5.3.12. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-2, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS ® 2010.

3.5.3.13. All prices bid shall be clearly traceable in the detailed Bidding Sheets.

3.5.3.14. Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the Bidding Sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant.

3.5.3.15. The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.6. Volume 3: Technical Proposal Package

3.6.1. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met.

3.6.2. The following documents shall be part of the Technical Proposal Package:

3.6.2.1. **Table of Contents:** which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Engineering Proposal.

3.6.2.2. **Executive summary:** Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary. This summary shall not exceed 2 pages.

3.6.2.3. **Bidder Qualifications**

3.6.2.4. **Draft Project Management Plan**

3.6.2.5. **Draft Ramp-Up Stage Plan**

3.6.2.6. **Draft First Stage Execution Plan**

3.6.2.7. **Draft Programme Risk Management Plan**

3.6.2.8. **Draft Programme Support Plan**

3.6.3. "Times New Roman" fonts in size 12 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

3.6.4. **Bidder Qualifications**

3.6.4.1. **General.** Where the Bidder refers to experience in providing support to a customer, the Bidder shall identify the customer and provide the name, address, telephone number, and electronic mail address of a contact in that organization who can confirm the statements made in the bid. Examples mentioned without accompanying contact information will be ignored.

3.6.4.2. The Bidder shall describe the corporate structure of the Prime Contractor and the administration of the prospective Project within the overall corporate structure. This section should indicate the chain of authority within the Prime Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder shall also describe the role, contributions, and corporate capabilities of its proposed sub-Contractors.

3.6.4.3. The Bidder shall describe its experience and capabilities in managing and providing support to information systems programmes, and explain how these apply to the services required in this Contract. The Bidder shall identify its experience and qualifications in applying a recognized standard for programme management, preferably Managing Successful Programmes (MSP) or equivalent, and describe how and to what extent it supported programme governance, planning, and benefits managements. The Bidder shall provide a set of lessons learned from this experience and explain how these lessons might be applied to improve the implementation of the Bi-SC AIS and NGCS programme.

3.6.4.4. The Bidder shall describe its experience and capabilities in managing information systems projects and application and infrastructure services, and explain how these apply to the services required in this Contract. The Bidder shall identify its experience in applying a recognized standard for project management and describe how it supported the planning, execution, and monitoring and control of projects. The Bidder shall identify the approximate number of its staff holding current professional project, preferably PRINCE 2, and programme management certifications, preferably MSP, and indicate what portion of these are proposed to support this Contract.

3.6.4.5. The Bidder shall describe its experience in carrying out overall C4ISR systems and services engineering and integration responsibilities for a major programme, and explain how these apply to the services required in this Contract. The Bidder shall describe its experience and qualifications in planning and implementing system of systems architectures for C4ISR capabilities. The Bidder shall describe its corporate engineering standards and processes, if these exist, and explain if and how these could be applied to support this Contract. The Bidder shall provide a set of lessons learned from this experience and explain how these lessons might be applied to improve the implementation of the Bi-SC AIS and NGCS programme.

3.6.4.6. The Bidder shall describe its experience and capabilities in developing and managing C4ISR systems and services, specifically experience in (NATO and/or national) military domain and engineering tasks, such as:

3.6.4.6.1. C4ISR systems architecture and services descriptions, and its maintenance and use during life cycle,

3.6.4.6.2. C4ISR software architecture based on modern IT technologies,

3.6.4.6.3. C4ISR interoperability and integration architecture based on NATO, national and commercial standards,

3.6.4.6.4. C4ISR architecture assessment and evaluation reports,

3.6.4.6.5. System level requirements management including non-functional requirements,

3.6.4.6.6. Engineering documentations related with services, system and software development activities which are used as guidance/instructions by more than one implementation project,

3.6.4.6.7. Operational user involvement activity reports which detail how stakeholder requirements were collected and how corresponding business models were developed, and how user acceptance criteria are captured,

3.6.4.6.8. Transition to Software development factory management using modern tools and environments, e.g., DevOps or Continuous Integration,

3.6.4.6.9. System release management using modern tools and environments, e.g., DevOps, or Continuous Integration

3.6.4.6.10. Guidance documents to develop Proof of Concept (P.o.C.) software for analyzing technical issues and proposing a way ahead,

3.6.4.6.11. Process documentation and/or instructions for developing, assessing and maintaining modern user interfaces compliant with User Experience (UX) and user-centric design principles,

3.6.4.6.12. Documentation and reports related with usability and operational acceptance (usability testing, user acceptance test),

3.6.4.6.13. Documentation and reports for assessment of system and software quality (static code testing for quality and security vulnerabilities),

3.6.4.6.14. Use of TOGAF or U.S. Department of Defence Architecture Framework (DODAF) or the Zachman framework,

3.6.4.6.15. Implementing service oriented architecture (SOA) and its management and such SOA elements as a services catalogue,

3.6.4.6.16. Process documentation and/or instructions for administration and maintenance of Commercial-Off-The-Shelf (COTS) software and hardware for programme management, system and software engineering, and integration and testing.

3.6.4.7. The Bidder shall describe the relationship between the military domain & engineering activities with programme governance, planning, quality assurance, and configuration and change management processes.

3.6.4.8. The Bidder shall describe its experience and capabilities in test management and designing, implementing, and managing C4ISR systems validation testbed. It shall provide a high-level architectural view of at least one integration testbed and describe the role it played in organizing and performing local and distributed tests. It shall provide a sample test plan and an execution report which describe validation efforts required for standard-based software services and non-functional system requirements.

3.6.4.9. The Bidder shall describe its experience and capabilities in providing programme assurance support to information systems projects and programmes. The Bidder shall describe how it would apply these to the programme assurance services required in this Contract.

3.6.4.10. The Bidder shall describe its experience and capabilities in applying a recognized capability maturity model, such as the CMMI Institute's Capability Maturity Model Integration (CMMI) for Development. The Bidder shall identify the approximate number of its staff holding current CMM assessor certifications and indicate how many of these staff it proposes to include in its service delivery team. The Bidder shall identify at least one of its staff skilled to apply a method (such as, SEI's Architecture Tradeoff Analysis Method, ATAM) for evaluating C4ISR software architectures relative to quality attribute goals.

3.6.4.11. The Bidder shall describe its experience and capabilities in applying NATO C4ISR knowledge and experience to work with operational user community to understand user needs and to model operational artefacts (architectures, user stories, work flows, etc.).

3.6.4.12. The Bidder shall describe its experience and capabilities in applying a structured User Experience (UX) process to C4ISR systems.

3.6.4.13. The Bidder shall identify its corporate capabilities to supplement the services of its proposed on-site staff and explain how these would be applied to support this Contract.

3.6.4.14. The Bidder shall identify and provide resumes or Curricula Vitae (CV) for staff it proposes for on-site support, including the following Key Personnel as well as staff assuming work package or task leader role:

3.6.4.14.1. Project Manager (PM)

3.6.4.14.2. Deputy PM

3.6.4.15. Each CV shall identify the individual's relevant academic education, professional or technical training, job experience, corresponding programme services (Book II – Part IV SOW – Section 4) and labour category (Book II – Part IV SOW – Section 7) for this Contract. The Bidder shall provide a copy of any professional or technical certifications mentioned in this set of CVs.

3.6.5. **Draft Project Management Plan**

3.6.5.1. The Bidder shall provide a draft Project Management Plan (PMP) as outlined in the SOW, including all aspects of the project implementation, including the Contractor's project management structure and project control processes, personnel assignments, and external relationships necessary to provide the capability as required by this Contract. The initial Project Management Plan shall be a top-level document outlining the management approach and the monitoring and control mechanisms by which the Bidder proposes to manage the project across all Contract stages and provide the required services for programme management and technical support.

3.6.5.2. The Bidder shall describe the corporate resources which are available to support the Project which are resident in the organisation of the Prime Contractor but not directly under the authority of the Project Manager. The Bidder shall describe the process by which the Project Manager may have access to these "in-house" corporate resources, the level of authority required in the Corporation hierarchy to secure the needed resources, and how their engagement will be managed.

3.6.5.3. The Project Management Plan shall identify any COTS or custom-developed information tools it proposes to use in delivering services and describe its expertise in applying them to similar situations. Where use of an existing Purchaser tool is proposed by the Bidder or directed by the SOW, the Bidder shall describes its expertise in using and managing the tool. The plan shall identify the service area(s) supported by each tool.

3.6.5.4. The Bidder shall provide an annex of the initial PMP which includes a proposed Project Work Breakdown Structure (PWBS) as outlined in the SOW, including a definition of the major work packages and the relationship between the work packages and the end product, being the services for programme management and programme technical services. The provided PWBS shall decompose the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.

3.6.5.5. As an annex to the draft Project Management Plan, the Bidder shall provide unpriced Basis of Estimate (BOE) sheets for all proposed CLINs. The BOE sheet shall be based on the Bidder's Bidding Sheets, but shall not include unit labour rate prices. The purpose of the BOE sheets is to enable the Purchaser to accurately assess—outside the price evaluation process—the level of effort and labour mix proposed for each CLIN. The BOE sheets shall identify the Project Work Breakdown Structure elements corresponding to the CLINs and enable the Purchaser to clearly identify and assess the work element and level of effort proposed.

3.6.5.6. The Bidder shall provide an annex of the PMP which includes an initial Project Master Schedule (PMS) as outlined in the SOW.

3.6.6. **Draft Ramp-Up Stage Plan**

3.6.6.1. The Bidder shall provide a draft Stage Plan, as described by the SOW, for the Ramp-up stage that describes how it proposes to establish the capabilities, deliver the services, and meet the performance goals as required by the SOW.

3.6.6.2. In the Ramp-Up Stage Plan, the Bidder shall:

3.6.6.2.1. Explain how it proposes to assess, maintain and establish the process asset library, including an explanation of how the library will be implemented using the Purchaser-furnished information tools and of how the library will be organized to aid navigation and discovery by a variety of users (programme management staff; project team members; other Purchaser staff).

3.6.6.2.2. Provide an example of a Programme Brief, as described in the SOW, based on the information included in this IFB and the Bidder's own understanding of the Bi-SC AIS and NGCS programme.

3.6.6.2.3. Provide an example of a Dependency Structure Matrix (DSM), based on a notional set of 20 information systems projects, and explain how the Bidder proposes to use this tool to manage project interdependencies. In addition to the projects, the DSM shall include examples of overarching aspects, such as operating systems and office automation suites, which will also present dependency management issues.

3.6.6.2.4. Provide an example of a Project Model as described in the SOW and explain how the Bidder proposes to apply this to the governance of Bi-SC AIS and NGCS projects.

3.6.6.2.5. Provide a draft of each template, form, or document required or one copy of a comparable item produced for another customer or project.

3.6.6.2.6. For at least 3 of the processes required to be established and documented, provide an example of how it would propose to define and document the process.

3.6.6.2.7. Describe its approach to integrated change management across all the required service areas and the forms, documents, or tools it would employ to establish and maintain this service.

3.6.6.2.8. Provide a model of its proposed issue management and change control processes.

3.6.6.2.9. Provide a sample of a Programme Issue Log.

3.6.6.2.10. Describe, in a draft Programme Communications Plan, its approach to communications management, including the management of programme portals, support for programme and project reporting, and meeting support.

3.6.6.2.11. Describe its proposed design of the NCIA NR Intranet programme portal, addressing all the capabilities required by the SOW.

3.6.6.2.12. Describe its approach to programme schedule management and schedule control between projects and the programme.

3.6.6.2.13. Provide, in Microsoft Project 2010 format or Focal Point view, a notional programme master schedule, including milestones for 20 notional projects with interdependencies traceable to the draft DSM and 5 external events.

3.6.6.2.14. Describe its approach to cost management and cost reporting.

3.6.6.2.15. Describe its approach to configuration management (CM), including CM information management, baseline maintenance, configuration control and integration approach of the in place Agency processes.

3.6.6.2.16. Describe its approach to quality management, including quality standards, quality reviews, and quality control of Purchaser and Contractor deliverables and integration approach of the in place Agency processes.

3.6.6.2.17. Provide an example of a notional programme quality log.

3.6.6.2.18. Describe its security management approach, including programme support and support across project stages.

3.6.6.2.19. Explain its C4ISR systems integration approach, including the need for engineering standards, support for the migration of the Bi-SC AIS and NGCS to a service oriented architecture, technical coordination with other programmes, technology road mapping, and change management.

3.6.6.2.20. Describe its proposed design for the programme engineering repository and identify the requirements for Purchaser-furnished hardware, software, and connectivity to support its implementation.

3.6.6.2.21. Explain its approach to C4ISR technical services (Systems Engineering, Integration Management, Software Engineering and Design, Operational User Experience, Requirements Management, Programme Assurance, Transition Management and Information Security Management) how it proposes to relate C4ISR technical services to programme management services.

3.6.6.2.22. Identify the tools it proposes to employ in C4ISR technical services and explain how these will support the requirements of the SOW.

3.6.6.2.23. Describe how the Bidder proposes to capture legacy Purchaser C4ISR data into the programme engineering repository.

3.6.6.2.24. Describe how the Bidder proposes to do following activities for C4ISR projects under the Bi-SC AIS and NGCS Programme:

3.6.6.2.24.1 Capturing and maintenance of systems, software, interoperability and integration architectures, including reusable component architecture,

3.6.6.2.24.2 Assessing, evaluating and documenting C4ISR systems and software architectures,

3.6.6.2.24.3 System release management using modern tools and environments,

3.6.6.2.24.4 Management of common set of requirements for quality attributes, standard services and reusable components,

3.6.6.2.24.5 Operational user involvement to collect stakeholder requirements and to develop business models,

3.6.6.2.24.6 Transition to management of software development factory using modern tools and environments, e.g., DevOps or Continuous Integration,

3.6.6.2.24.7

3.6.6.2.24.8 Development of Proof of Concept (P.o.C.) software for analysing issues and proposing a way ahead for resolution of the issue,

3.6.6.2.24.9 Establishment of User Experience (UX) and user-centric design process,

3.6.6.2.24.10 Developing UX related documentation (e.g., Human Machine Interface (HMI) style guides) and reusable software (e.g., a software library for user interface elements).

3.6.6.2.25. Describe how the Bidder proposes to integrate the programme engineering work with programme management activities by means of roadmaps and other tools.

3.6.6.2.26. Explain its approach to requirements management, including how programme and project requirements baselines will be developed and managed.

3.6.6.2.27. Explain its approach to test management support to the programme and its projects taking into consideration of the in place NCI Agency Directives.

3.6.6.2.28. Explain how it proposes to assess programme testing requirements, develop a Programme Test Plan, and use this as a baseline from which it will develop the design of the integration testbed.

3.6.6.2.29. Explain its approach to programme assurance services, including programme support and support to individual projects.

3.6.6.2.30. Explain its approach to transition management, including the use of common service provisioning models, standards, and processes

3.6.7. **Draft First Execution Stage Plan**

3.6.7.1. The Bidder shall provide a draft Stage Plan, as described by the SOW, for the first Execution stage that describes how it proposes to establish the capabilities, deliver the services, and meet the performance goals as required by the SOW.

3.6.7.2. In the draft First Execution Stage Plan, the Bidder shall:

3.6.7.2.1. Explain its approach to achieve the maturity level goals identified in Annex A to the SOW.

3.6.7.2.2. Describe its proposed approach to introducing benefits management into the programme and project governance framework.

3.6.7.2.3. Provide a notional example of a strategic objectives chain as described in the SOW.

3.6.7.2.4. Explain how it proposes to introduce Earned Value Analysis and Management into the programme.

3.6.7.2.5. Describe how it proposes to conduct configuration status audits.

3.6.7.2.6. Describe how it proposes to achieve Level 1 ("Performed") for the Base Practice Areas defined in ISO/IEC 21827.

3.6.7.2.7. Describe its approach to creating, using, and managing service mock-ups.

3.6.7.2.8. Describe its approach to the detailed design, installation, test, activation, and initial operation and maintenance of the integration testbed.

3.6.8. **Draft Programme Risk Management Plan**

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

3.6.9. **Draft Programme Support Plan**

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

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

3.7. Bidder's Check-List

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

Volume 1: Bid Administration Package

	Item	Format
1	Annex B1: Certificate of Legal Name of Bidder	1 hard copy original each 1 soft copy each
2	Annex B-2: Acknowledgment of Receipt of IFB Amendments	
3	Annex B-3: Certificate of Independent Determination	
4	Annex B-4: Certificate of Bid Validity	
5	Annex B-5: Certificate of Exclusion of Taxes, Duties, and Charges	
6	Annex B-6: Comprehension and Acceptance of Contract Special and General Provisions	
7	Annex B-7: Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements	
9	Annex B-8: List of Prospective Sub-Contractors	
10	Annex B-9: Bidder Background IPR	
11	Annex B-10: List of Sub-Contractor IPR	
12	Annex B-11: List of Third Party IPR	
13	Annex B-12: Certificate of Origin of Equipment, Services, and Intellectual Property	
14	Annex B-13: List of Proposed Key Personnel	
15	Annex B-14: Certificate of Price Ceiling	
16	Annex B-15: Comprehension and Intention to Comply with Exclusion Clause and Conflict of Interest	
17	Annex C: Bid Guarantee-Standby Letter of Credit	

Volume 2: Price Quotation

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

Volume 3: Technical Proposal Package

	Item	Format
1	Executive Summary (2 page limit)	
2	Table of Contents	4 hard copies each

3	Bidder Qualifications	2 soft copies each
4	Draft Project Management Plan	
5	Draft Ramp-Up Stage Plan	
6	Draft First Stage Execution Plan	
7	Draft Programme Risk Management Plan	
8	Draft Programme Support Plan	

END OF SECTION 3

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.

4.1.2. All bids will be evaluated solely using the formulae, evaluation criteria and factors contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.

4.1.3. The evaluation of bids and the determination as to the Best Value (BV) Score will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the bid.

4.1.4. The Bidder shall furnish with its bid all information requested by the Purchaser in Section 3: Bid Preparation Instructions of this Book I. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as its approach and methodologies.

4.1.5. During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.

4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed subcontractors.

4.1.7. The evaluation will be conducted in accordance with the Best Value Procedures set forth in AC/4-D (2008)0002-Rev 1 dated 27 April 2009 and AC/4-D (2008)0002-Rev 2 dated 15 July 2015 The bid evaluation

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

4.2. Best Value Award Approach and Bid Evaluation Factors

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

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

PS = 100*(1-(Price of the Bid/(2 x Average Price of all Bids)

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

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

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

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

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

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

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

FS = PS*z% + TS*(1-z%) ≤ 100

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

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

4.2.7. Evaluation Criteria

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

4.2.7.2. The cumulative technical score of the bid will be determined by evaluating and scoring the different areas of submission (Engineering, Management, and Supportability) in accordance with paragraph 4.5.

4.2.7.3. The Purchaser's priorities in the evaluation of the Technical Proposal are described in the paragraph 4.5.

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

4.2.7.4.1. Engineering: 25%

4.2.7.4.2. Management: 20%

4.2.7.4.3. Supportability: 15%

4.2.8. The scores obtained from the Evaluation Criteria shall be aggregated through the formula specified in paragraph 4.2.5 in order to obtain the overall score of each bid.

4.2.9. A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the Purchaser staff beyond the originator and the Chairman of the Contracts Award Board, who are not evaluators within the framework of this IFB or in any manner or form are made privy of evaluation information throughout the course of the evaluation process. The weighting scheme remains sealed until Step 4 of the evaluation process, described in paragraph 4.7.

4.3. Evaluation Procedure

4.3.1. The evaluation will be done in a 4-step process, as described below:

4.3.1.1. **Step 1**: **Administrative Compliance**

4.3.1.1.1. Bids received will be reviewed for compliance with the mandatory Administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory requirements may be determined to be non-compliant and not further considered for award.

4.3.1.2. **Step 2**: **Technical Evaluation**

4.3.1.2.1. All bids having successfully passed Step 1 will have their Technical Package evaluated for responsiveness against predetermined top-level criteria and identified sub-criteria (see paragraph 4.5), and scored accordingly. This evaluation will result in "raw" or unweighted technical scores against the criteria.

4.3.1.2.2. The pre-determined weighting factors will be applied to the scores for the top-level factors.

4.3.1.2.3. Bidders are advised that any bid whose Technical Proposal receives a composite score of less than 20% of the maximum score possible in any of the sub-criteria listed in paragraph 4.5 may be determined by the Purchaser to be non-compliant and not further considered for award.

4.3.1.3. **Step 3**: **Price Evaluation**

4.3.1.3.1. The Price Quotations of all bids remaining after Step 2 will be opened, evaluated and scored in accordance with paragraph 4.6.

4.3.1.4. **Step 4**: **Determination of Best Value Bid**

4.3.1.4.1. Upon completion of the Price Evaluation, the Best Value bid will be determined in accordance with paragraph 4.7.

4.4. Evaluation Step 1 - Administrative Compliance

4.4.1. Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

4.4.1.1. The bid was received by the bid closing date and time.

4.4.1.2. The bid is packaged and marked properly.

4.4.1.3. The Bid Administration Package contains the documentation listed in paragraph 3.4 and complies with the formal requirements established in paragraph 3.1.

4.4.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the SOW.

4.4.2. The Bidder certifies through signature of Annex B-14 Certificate of Price Ceiling that the total price offered in the bid for CLINs 1 and 2, or its conversion to EURO utilising for the purpose of price comparison the average of the official buying and selling rate(s) of the European Central Bank at close of business on the last working day preceding the signature of the subject certificate, does not exceed the price ceiling as described in paragraph 3.5.2.1

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

4.4.2.1. When the reference rate used by the Purchaser for Price evaluation purposes as described in paragraph 4.6.3.1 has been subject to a fluctuation compared to the exchange rate indicated in the Certificate of Price Ceiling in Annex B-14 and,

4.4.2.2. It has an impact on the converted offered price compared to the Price Ceiling.

4.4.3. Subject to the stipulation of paragraph 4.4.1.1 through 4.4.1.4, bids failing to conform to the above requirements may be declared non-compliant and may not undergo through further evaluation. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.

4.4.4. Notwithstanding paragraph 4.4.3, if it is later discovered in the evaluation of the Technical Proposal or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

4.5. Evaluation Step 2 - Technical Evaluation

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

4.5.2. Technical Factor 1 – Engineering

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

4.5.2.1.1. The evaluation in the Engineering area will be based on the assessment of the following factor:

4.5.2.1.1.1. **Programme Technical and Integration Support Approach.** This factor assesses the engineering aspects of the Draft Project Management Plan and the Draft Ramp-Up and First Execution Stage

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

4.5.2.1.1.1.1. Propose a systems technical and integration approach that is publicly available system engineering practices and standards, such as ISO/IEC 15288.

4.5.2.1.1.1.2. Roadmap, concepts used and their experience, challenges faced and how they were overcome.

4.5.2.1.1.1.3. Provide a proposed design for the programme engineering repository that would support the expected uses of the repository by both internal and external programme stakeholders.

4.5.2.1.1.1.4. Provide, in its draft first Execution Stage plan, an effective approach to creating, using, and managing service mock-ups.

4.5.2.1.1.1.5. Describe an approach that reflects a mature level of architecture management capability.

4.5.2.1.1.1.6. Integrate architecture development and management with programme governance, systems integration, and requirements management in such a way that there is a low risk of architecture becoming an isolated, "ivory tower" specialty and a high probability of it becoming a significant programme enabler.

4.5.2.1.1.1.7. Cite examples of practical experience in using architecture management to support the implementation of service oriented architecture, including reuse of services, including the 'as is' start state, the 'to be' end-state, as it was modelled at the outset of the programme, the strategic plan for transitioning from the as-is to the 'to-be' and a description of how the transition actually took place – how changes were accommodated and how the vision was eventually achieved to the client's satisfaction.

4.5.2.1.1.1.8. Reflect a mature level of requirements management capability and addresses the use of the DOORS requirements management tool.

4.5.2.1.1.1.9. Provide a practical approach to coordinating programme and project requirements management.

4.5.2.1.1.1.10. Cite examples of its experience in eliciting, analysing, and managing business process and technical requirements and demonstrates a clear view of the need to integrate requirements management with enterprise architecture and systems integration processes.

4.5.2.1.1.1.11. Provide a comprehensive explanation of its proposed test management approach that covers all aspects required by the SOW.

4.5.2.1.1.1.12. Propose an effective approach to planning and designing and maintaining the integration testbed based on identified programme testing requirements.

4.5.2.1.1.1.13. Provide, in its draft first Execution Stage plan, a sound plan for the detailed design, operation and maintenance of the integration testbed.

4.5.2.1.1.1.14. Propose an approach to managing and delivering programme assurance services that demonstrates substantial experience in these functions and the capability to provide support across all types of programme assurance activities from within its organizational resources.

4.5.2.1.1.1.15. Demonstrate substantial experience in the transition of new C4ISR services into operations.

4.5.2.1.1.1.16. Provide evidence of its corporate expertise in the theory and practical application of Information Technology Infrastructure Library (ITIL) or a similar service management framework.

4.5.2.1.1.1.17. Offer a sound approach to coordinating programme configuration management and release planning processes.

4.5.3. Technical Factor 2 - Management

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

4.5.3.1.1. The evaluation in the Management area will be based on the assessment of the following factors which appear in descending order of importance:

4.5.3.1.1.1. Programme Management Support Approach

4.5.3.1.1.2. Draft Project Management Plan

4.5.3.1.1.3. Bidder Qualifications

4.5.3.1.2. Programme Management Support Approach.

4.5.3.1.2.1. This factor assesses the management aspects of the Draft Project Management Plan and the draft Ramp-Up and First Execution stage plans. For the bid to receive a high score for this factor, the Bidder shall:

4.5.3.1.2.1.1. Address all the Stage Plan elements required by the SOW.

4.5.3.1.2.1.2. Demonstrate, through its proposed approach, level of effort, and qualifications of its staff, a mature level of programme management capabilities and a thorough and realistic comprehension of the Contract's requirements.

4.5.3.1.2.1.3. Use process modelling standard such as Business Process Modelling Notation (BPMN) or Unified Modelling Language (UML) in its models of proposed processes.

4.5.3.1.2.1.4. Address all required elements of Programme Governance establishment for the Ramp-Up stage.

4.5.3.1.2.1.5. Provide an effective approach to establishment and maintenance of the process asset library.

4.5.3.1.2.1.6. Provide a sample Programme Brief that complies with the requirements of the SOW and reflects Contractor's understanding of the nature and scope of the Bi-SC AIS and NGCS programme.

4.5.3.1.2.1.7. Provide a sample Dependency Structure Matrix (DSM) that clearly demonstrates of the multiple aspects of project interdependencies and could provide significant added value to programme governance.

4.5.3.1.2.1.8. Provides an example of a Project Model that complies with the requirements of the SOW and is clearly applicable to the overall programme and project governance framework.

4.5.3.1.2.1.9. Provides, as part of its draft first Execution Stage plan, a complete approach to achieve the maturity level goals identified in Annex A to the SOW.

4.5.3.1.2.1.10. Proposes approach to introducing benefits management into the programme and project governance framework in its draft first Execution Stage plan.

4.5.3.1.2.1.11. Provides, in its draft first Execution Stage plan, a notional example of a strategic objectives chain that complies with the requirements of the SOW and can be incorporated as a useful tool in tracing project outputs to strategic goals and in communicating with stakeholders.

4.5.3.1.2.1.12. Propose a change management approach that is integrated and comprehensive, addressing all foreseeable types of change.

4.5.3.1.2.1.13. Provide samples of forms, documents, or tools it has developed or used on comparable efforts, and by these examples demonstrate a professional level of practice.

4.5.3.1.2.1.14. Propose a communications management approach that addresses all the requirements of the SOW and reflects a clear vision and strong practical familiarity with the role of effective information and knowledge management as an organizational enabler.

4.5.3.1.2.1.15. Provide a design for the NCI Agency NATO RESTRICTED Intranet programme portal that is complete, flexible, and easily navigable.

4.5.3.1.2.1.16. Provide a coherent approach to schedule management and schedule control.

4.5.3.1.2.1.17. Provide a notional programme master schedule that includes the required elements and reflects a high level of practice in the use of Microsoft Project 2010.

4.5.3.1.2.1.18. Provide a notional programme monitoring and control strategy.

4.5.3.1.2.1.19. Provide a proposed approach to cost management and reporting.

4.5.3.1.2.1.20. Propose a plan for introducing Earned Value Analysis and Management in its draft first Execution Stage plan.

4.5.3.1.2.1.21. Describe an approach to configuration management that enables effective programme and project control without manpower- or time-intensive processes.

4.5.3.1.2.1.22. Propose an approach to conducting configuration status audits in its draft first Execution Stage plan.

4.5.3.1.2.1.23. Demonstrate a high level of professional competence in quality management and propose a realistic approach to incorporating these practices into Bi-SC AIS and NGCS programme and project management.

4.5.3.1.2.1.24. Provide a notional programme quality log that could easily be implemented and maintained and delivers a clear valued added to programme management.

4.5.3.1.2.1.25. Provide an approach to security management that reflects familiarity with basic NATO security guidance and substantial expertise in information assurance and security engineering.

4.5.3.1.2.1.26. Propose an approach to achieving the ISO/IEC 21827 Level 1 of capability in its draft first Execution Stage plan.

4.5.3.1.2.1.27. Demonstrate expertise in planning, implementing, and sustaining a continuous capability improvement programme.

4.5.3.1.2.1.28. Propose an approach that is publicly available best practices, particularly CMMI, yet demonstrates understanding of the practical challenges involved in moving an organization from its current maturity to a higher level.

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

4.5.3.1.3. Draft Project Management Plan

4.5.3.1.3.1. This factor assesses the quality and suitability of the Bidder's Draft Project Management Plan. To receive a high score for this factor, the Bidder shall:

4.5.3.1.3.1.1. Address all the Project Management Plan elements required by the SOW.

4.5.3.1.3.1.2. Reflects a mastery of the basic components of project planning and a high level of professional practice.

4.5.3.1.3.1.3. Demonstrate an effective approach to obtaining, tasking, orienting, and controlling support from staff not working on-site on a full-time basis.

4.5.3.1.3.1.4. Provide a coherent approach to performance management reflecting a solid comprehension of the approach and experience with similar frameworks on other Contracts.

4.5.3.1.3.1.5. Identify the information tools it proposes to use in delivering services and demonstrates a mastery of their use and a clear vision for how they can help achieve the performance goals.

4.5.3.1.3.1.6. Propose to take maximum advantage of Purchaser-furnished information tools and describe a low-risk approach to adapt or integrate any new tools it proposes to introduce and if required, a strategy for the migration of programme data.

4.5.3.1.3.1.7. Provide a proposed PWBS that complies with the requirements of the SOW and provides clear traceability to the stage plans and BOE sheets.

4.5.3.1.3.1.8. Provide a set of BOE sheets as required.

4.5.3.1.3.1.9. Propose a realistic level of effort, mix of skills, and balance of on-site and off-site resources to achieve the performance goals of the Contract.

4.5.3.1.3.1.10. Provide a PMS that complies with the requirements of the SOW.

4.5.3.1.3.1.11. Demonstrate a practical approach to the sequencing and duration of the proposed efforts.

4.5.3.1.4. Bidder Qualifications

4.5.3.1.4.1. This factor assesses the expertise, capabilities, and relevant experience of the Bidder and its proposed subcontractors. To receive a high score for this factor, the Bidder shall:

4.5.3.1.4.1.1. Identify an organization with sufficient expertise, resources, and relevant experience to satisfy the requirements of this Contract.

4.5.3.1.4.1.2. Propose a prime/subcontractor arrangement that addresses all required services without adding risks due to the number of partners or complexity of Contractual relationships.

4.5.3.1.4.1.3. Demonstrate substantial expertise, experience, and capabilities in the management and support of C4ISR systems programmes.

4.5.3.1.4.1.4. Provide a convincing explanation of the applicability of these assets to the needs of this Contract.

4.5.3.1.4.1.5. Identify a high level of qualification and experience, within the team, in one or more recognized programme management standards and demonstrates a strong comprehension of how they would be applied.

4.5.3.1.4.1.6. Provide a set of lessons learned that reflects a strong grasp of the issues involved in programme management and a sound comprehension of their relevance to the Bi-SC AIS and NGCS programmes.

4.5.3.1.4.1.7. Demonstrate substantial expertise, experience, and capabilities in information systems project management.

4.5.3.1.4.1.8. Demonstrate with examples how it has used COTS tools to support programme and project management in successful engagements.

4.5.3.1.4.1.9. Identify a significant level of staff and organizational training and practical experience in the PRINCE2 project management methodology.

4.5.3.1.4.1.10. Demonstrate substantial expertise, experience, and capabilities in systems engineering, particularly for C4ISR services and command and control systems.

4.5.3.1.4.1.11. Identify mature capabilities and extensive practical experience in a full range of C4ISR technical services (systems engineering, integration management, software engineering and design, operational user experience, requirements management) processes and skills.

4.5.3.1.4.1.12. Describes numerous corporate engineering standards and processes, strongly based on identified international standards, relevant to this Contract.

4.5.3.1.4.1.13. Provides a set of lessons learned that are highly relevant to the needs of the Bi-SC AIS and NGCS programmes.

4.5.3.1.4.1.14. Demonstrate substantial expertise, experience, and capabilities in the development of C4ISR engineering. In particular, provide a clear and convincing explanation of how systems engineering, software engineering and design, operational user experience, requirements and integration related engineering products are used as an enabler to programme governance and management.

4.5.3.1.4.1.15. Demonstrate substantial expertise, experience, and capabilities in the test management and the design, implementation, and management of information systems testbeds.

4.5.3.1.4.1.16. Describe a C4ISR systems testbed designed, implemented, and/or managed that is equivalent in scope and complexity to the expected Bi-SC AIS and NGCS integration testbed.

4.5.3.1.4.1.17. Give at least one example of a case study where the testbed reduced development time, sped integration or otherwise led to schedule or cost savings or performance improvements.

4.5.3.1.4.1.18. Demonstrate substantial expertise, experience, and capabilities in providing verification and validation support to C4ISR services and systems projects.

4.5.3.1.4.1.19. Identify a high level of organizational and staff qualifications and practical experience in the implementation and management of a recognized capability maturity model.

4.5.3.1.4.1.20. Identify sufficient numbers of certified CMM assessors that the Bidder can be expected to carry out an effective capability improvement approach without being vulnerable to staff turnover or competition for resources.

4.5.3.1.4.1.21. Identify substantial organizational resources and capabilities that would be readily available to support this Contract.

4.5.3.1.4.1.22. The Bidder shall identify and provide resumes or Curricula Vitae (CV) for staff it proposes for on-site support, including the following Key Personnel, who must have MSP or equivalent certification and experience, as well as staff assuming work package or task leader role:

4.5.3.1.4.1.22.1. Project Manager (PM)

4.5.3.1.4.1.22.2. Deputy PM

4.5.3.1.4.1.23. Demonstrate that the members of its proposed service delivery team possess strong education, training, experience and qualifications directly relevant to the needs of this Contract.

4.5.3.1.4.1.24. Demonstrate that its proposed Project Manager and Deputy PM have mastered the relevant formal and practical skills required to lead the service delivery team and exhibit a positive, flexible, and success-oriented approach to working with the Purchaser.

4.5.4. Technical Factor 3 – Supportability

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

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

4.5.4.1.1.1. Bid Risk Mitigation

4.5.4.1.1.2. Draft Programme Risk Management Strategy

4.5.4.1.1.3. Draft Programme Support Plan

4.5.4.1.2. Bid Risk Mitigation

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

4.5.4.1.2.1.1. Identify and assess sufficient mitigation measures, including contingencies, for the most significant foreseeable risks.

4.5.4.1.2.1.2. Propose an approach likely to require a low level of Contractor intervention or Purchaser monitoring to overcome difficulties.

4.5.4.1.2.1.3. Demonstrate that the Bidder has a high probability of successfully completing the solicitation requirements based on the Bidder's performance record on similar Contract efforts and its corporate expertise and resources.

4.5.4.1.2.1.4. Demonstrate that the Bidder presents a low risk of achieving the required performance goals within the required timeframes of the Ramp-Up and first Execution stages.

4.5.4.1.2.1.5. Indicate that the Bidder presents a low risk of meeting the performance goals of the Ramp-Up and first Execution stages and to maintain a satisfactory level of performance in subsequent stages.

4.5.4.1.2.1.6. Propose labour rates, resources, and levels of effort sufficient to achieve the Contract's performance goals without unexpected increases in costs to the Purchaser.

4.5.4.1.2.1.7. Reflect a high probability that the Bidder will be able to employ and retain staff with the proposed skills and experience.

4.5.4.1.3. Draft Programme Risk Management Strategy

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

4.5.4.1.4. Draft Programme Support Plan

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

4.6. Evaluation Step 3 - Price Evaluation

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

4.6.1.1. The bid price complies with the requirement relevant to the Bid Ceiling Price set forth in paragraph 3.5.2.1.

4.6.1.2. The Price Quotation meets the pricing prescriptions as well as the requirements for preparation and submission of the Price Quotation set forth

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

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

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

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

4.6.3. Basis of Price Comparison

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

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

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

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

4.6.4. Bidding Sheets Accuracy – Order of Precedence

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

4.6.4.1.1. Electronic Submission Bidding Sheets:

4.6.4.1.1.1. Totals and Grand Total for CLINs 1 through 4 as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) page.

4.6.4.1.1.2. Calculated Totals and Grand Total for CLINs 1 through 4 deriving from the total indicated on each Work Package Bidding Sheet.

4.6.4.1.2. Hard Copy Submission Bidding Sheets:

4.6.4.1.2.1. Totals and Grand Total for CLINs 1 through 4 as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) page.

4.6.4.1.2.2. Calculated Totals and Grand Total for CLINs 1 through 4 deriving from the total indicated on each Work Package Bidding Sheet.

4.6.5. Price Balance and Realism

4.6.5.1. In the event that the successful Bidder has submitted a price quotation that is less than two thirds of the average of the remaining compliant bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure Contract award. As such, the Purchaser will request the firm to provide clarification of the bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both Purchaser and their national delegation on the basis of one of the following reasons:

4.6.5.1.1. An error was made in the preparation of the price quotation. The Bidder must document the nature of the error and show background documentation regarding the preparation of the price quotation that convincingly demonstrates that an error was made by the Bidder. In such a case the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition.

4.6.5.1.2. The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce cost to the Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage of and savings achieved by the advantage over the standard marked costs, practices and technology.

4.6.5.1.3. The Bidder understands that the submitted price quotations are unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such a reduction in revenue.

4.6.5.1.4. If a Bidder fails to submit a comprehensive and convincing explanation for one of the based above, the Purchaser shall declare the bid non-compliant and the

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

4.6.5.1.5. If the Purchaser accepts the Bidder's explanation of a mistake and allows the Bidder to accept the Contract at the bid price or if the explanation regarding competitive advantage is convincing, then the Bidder shall agree that the supporting pricing data submitted with this bid will be the basis to determine fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.

4.6.6. In the case of incrementally funded projects, the cost and pricing methodology used by the winning Bidder on the base Contract will be used as the basis for all follow-on Contracts or amendments to the base Contract where these are proposed for IC agreement without competition.

4.7. Evaluation Step 4 – Calculation of Best Value Scores

4.7.1. Upon conclusion and approval of the Price Evaluation results, the pre-determined third level weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management, and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each bid.

4.7.2. The highest scored bid will be recommended as the Successful Bid.

4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. The Purchaser will then resolve the statistical tie by awarding the Contract to the bid with the highest weighed technical score.

4.7.4. The Purchaser shall provide to each Bidder that requests a debriefing, a written summary of the technical evaluation of their bid, with a view to providing clarity.

END OF SECTION 4

ANNEX A. Bidding Sheets

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

Annex A-1. Bidding Sheets

IFB-CO-14171-PMIC

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

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

1.0 Introduction

1.1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

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

2.0 Bidding Sheets Structure

2.1. The Bidding Sheets, provided in native MS Excel® format are organized in accordance with the following structure:

2.1.1. Bidding Sheets Cover Page
2.1.2. Instructions
2.1.3. Section 1 – CLIN Summary and CLIN Price Breakdown Sheets
2.1.4. Section 2 – Schedule of Forward Labour Rates
2.1.5. Section 3 – COTS Software and Licenses

2.2. A description of each section is provided at paragraph 4.0 of the present Annex along with the relevant assumptions and instruction for correctly compiling a price quotation.

3.0 General Pricing Requirements

3.1. Unless explicitly indicated in paragraph 4.0 of the present Annex or mandated by the Purchaser through a clarification issued in accordance with the prescriptions of Book I Section 2 paragraph 2.6, the structure of the bidding sheets shall not be altered or otherwise modified in any of its parts. This prescription is to be regarded as applicable also, but not limited to, indicated quantities, item descriptions, references, Purchaser's inserted Not To Exceed (NTE) amounts (if applicable) or any other indication or instruction provided in the Bidding Sheets.

3.2. Bidders are advised that 'auto-calculation' have been inserted in the electronic copies of the Bidding Sheets. However, Bidders are responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the auto-calculation features configured in the spreadsheets.

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

3.4. Bidders shall indicate Firm Fixed Prices for all CLINs in the bidding sheets.

3.5. Offered prices shall not be made conditional in nature nor contain any expressed or implied limitations which conflicts or otherwise amends any of the prescriptions of the IFB.

3.6. All CLINs (1 through 4) in the Bidding Sheets shall be quoted.

3.7. Bidders shall fill only yellow marked cells in the Bidding Sheets.

3.8. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.

3.9. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

3.10. All metrics (e.g. cost associated with labour) will be assumed to be standard or normalised to a 7.6 hour/day, for a five day working week.

3.11. Any discounted or reduced prices offered by the Bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting CLIN Price Breakdown sheets and applied at the unit price level.

3.12. Should the bid be in other than EURO currency, the award of the Contract will be made in the currency of the bid.

3.13. The price quotation shall not include any other documentation except for the compiled bidding sheets in their required hard copy and electronic format.

3.14. All due dates as referred in the Bidding Sheets are to be considered as the basis of which the price quotation shall be compiled. To this extent, Bidders shall note that the relative durations of the tasks as indicated in the IFB are to be construed as relative to a hypothetical Effective Date of Contract (EDC) to occur not later than the end of the first quarter of 2017. Bidders shall take this indication in due account when factoring inflation and general increase of costs during the period of performance of the different CLINs for the purpose of their price quotation. As not the entirety of the award process is within the influence of the Purchaser, it is not possible at this stage to clearly indicate a precise time of Contract award and consequently a precise time for CLIN performance. For the purpose of the quotation Bidders shall assume the risk deriving from any reasonable delay in award with respect to inflation. Consequently, in quoting for the various Contract stages the Bidders may refer to this indicated time and consider the application of rates that are deemed appropriate in light of the programmed Contract schedule and the lengths of the various stages. The occurrence of any reasonable delay in award shall not however constitute ground for the Bidders to claim a revision of the prices offered before Contract award. Similarly the anticipation of the

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

3.15. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.

3.16. Bidders shall therefore **exclude** from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.

4.0 Bidding Sheets Compilation Instructions

4.1. Compilation Requirements

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

4.2. Bidding Sheets – Cover Page

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

4.3. Bidding Sheets – Section 1

4.3.1. Introduction

4.3.1.1. Section I, CLIN Summary, corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Contract Work Package (WP) is represented in Section I, CLIN Summary, by a detailed schedule listing all Contract Line Items (CLINs) included in the scope of each Work Package.

4.3.1.2. Section I further includes for each identified CLIN a "CLIN Price Breakdown" sheet which contains the relevant Basis of Estimate (BOE).

4.3.1.3. The purpose of the BOE sheets is to provide the Purchaser with additional information relevant to the level of effort and costs associated with each specific task. This information will be used by the Purchaser within the framework of the evaluation effort for the purposes specified in Book I Section 4.

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

4.3.2.1. Subject to the stipulations in paragraph 4.1 of this present Annex, the following requirements are applicable to the pricing of all CLINs.

4.3.2.1.1. Unless otherwise identified, all travel and per-diem costs associated with the performance of the Work Package tasks shall be included in Work Package CLINs prices.

4.3.2.1.2. All costs associated with the performance of the CLINs including but not limited to those associated to COTS, Third Party, or Background Intellectual Property Software (including license acquisition costs and recurrent fees) necessary to successfully perform the scope of the CLIN in accordance with the technical proposal shall be included in the bid prices quoted.

4.3.2.1.3. CLIN 1 pricing (Project Management) shall account to cover for all Work Packages execution up through the end of the Contract period for each respective Stage (i.e. Ramp Up Stage, 1st Execution Stage, 2nd Execution Stage, and 3rd Execution Stage).

4.4. Bidding Sheets – Completing the CLIN Summary Sheet

4.4.1. Bidders shall fill in the CLIN Summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown). The detailed bidding sheets are broken down into the categories listed in 4.5.

4.4.2. Bidders are expected to aggregate the prices in the CLIN Price Breakdown sheets that make up the line items in the CLIN Summary sheet.

4.4.3. Bidders shall make sure that the total price indicated in the CLIN Price Breakdown sheets matches the price stated in the CLIN Summary sheet for the same corresponding CLIN or sub-CLIN.

4.4.4. In the CLIN Summary Sheet Bidders shall enter the price of each CLIN for each line item.

4.5. Bidding Sheets – Completing the CLIN Price Breakdown Sheets

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

4.5.2. **Material**

4.5.2.1. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

4.5.2.2. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.

4.5.2.3. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

4.5.2.4. The bidder shall provide a level of detail down the unique sellable item level.

4.5.2.5. The bidder shall provide unit prices that shall be **exclusive** of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the **Material Overhead** section of the detailed bidding sheet to the total cost of material.

4.5.3. **Direct Labour**

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

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

4.5.4. **Subcontract Labour**

4.5.4.1. Bidders should the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed.

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

4.5.5. **Travel**

4.5.5.1. Bidders should show the number of trips being made, the number of people travelling, the number of days per trip, the cost of travelling (i.e. flight costs, etc.), and the daily per diem rate.

4.5.5.2. Comments, descriptions, references, and explanation of calculation method may be inserted under the 'Notes' column including the location & reference to SOW.

4.5.6. **Other Direct Costs**

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

4.5.6.2. Individual Consultant Services: Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.

4.5.6.3. Other Costs: List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

4.6. Bidding Sheets – Section 2

4.6.1. **Introduction**

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

4.6.2. **Pricing Requirements**

4.6.2.1. Subject to the stipulations in paragraph 4.1 of this present Annex, the following requirements are applicable for the purpose of the quotation:

4.6.2.1.1. All prices quoted shall be fully loaded (i.e. inclusive of all G&A, administrative costs and profit).

4.6.2.1.2. Prices provided shall be applicable to each year indicated in the bidding sheets.

4.6.2.1.3. Prices quoted shall include travel to join the required place of duty.

4.7. Bidding Sheets – Section 3

4.7.1. Introduction

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

5.0 SPECIAL INSTRUCTIONS

5.1. Bidders shall note the Not to Exceed (NTE) Man-Days for subCLINs 1.3, 1.4, 2.3, 2.4, 3.3 3.4, 4.3, and 4.4. The Purchaser has reserved a fixed man-days which is envisioned to be used during the period of the Contract for Task Orders.

5.2. Bidders are **NOT** to alter these numbers specified in the referenced CLINs but **ARE** to take it into consideration for the purpose of not exceeding the overall price limitation associated with the bid to be submitted

ANNEX B. Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

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

Full Name of Corporation: _____

Division (If Applicable): _____

Sub Division (If Applicable): _____

Official Mailing Address

E-Mail Address: _____

Point of Contact Regarding this bid:
Name: _____
Position: _____
Telephone: _____

Alternative Point of Contact:
Name: _____
Position: _____
Telephone: _____

_____ _____
Date Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

_____
Bid Reference

Annex B-2. Acknowledgement of Receipt of IFB Amendments

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

Amendment No.	Date of Issued	Date of receipt	Initials

_____
Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

a. We have read and understand all documentation issued as part of IFB-CO-14171-PMIC. Our bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the Prospective Contract.

b. Our bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;

c. The contents of our bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and

d. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

Annex B-4. Certificate of Bid Validity

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

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

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

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

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

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

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

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

These supplemental agreements are listed as follows:

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

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

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

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____ _____

Title Company

Annex B-8. List of Prospective Subcontractors

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

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

Annex B-9. Bidder Background IPR

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

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

Item	Description / IP Ownership	Indicate if COTS[1]

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

c. The Background IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

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

Annex B-10. List of Subcontractor IPR

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

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

Item	Description / IP Ownership	Indicate if COTS[1]

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

c. The Subcontractor IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

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

Annex B-11. List of Third Party IPR

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

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

Item	Description / IP Ownership	Indicate If COTS[1]

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

c. The Third Party IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions..

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

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

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

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

(a) None of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity; and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

Annex B-13. List of Proposed Key Personnel

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

*EDC : Effective Date of Contract

Annex B-14. Certificate of Price Ceiling

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

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

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

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

The Bidder hereby certifies comprehension and intention to comply with the Exclusion Clause in Clause 25 of Book II: Prospective Contract and acknowledge that during the maximum period of performance established by this Contract plus three (3) years, they shall be excluded from award of all BI-SC AIS and NGCS work performed at the NCI Agency. Additionally, the Bidder confirms it has reviewed Clause 26 of Book II: Prospective Contract and certifies that it does not have a conflict of interest in performing this Contract. Failure to complete this Annex shall result in the Bidder being considered non-compliant.

_____ _____

Date Signature of Authorised Representative

_____

Printed Name

_____

Title

_____

Company

_____

Bid Reference

ANNEX C. Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number : _____

Issue Date : _____

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

Expiry Date : _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of **€ 300,000.00 (Three Hundred Thousand Euro)**. We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-14171-PMIC dated _____.

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

   a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn the Bid, or stated that it does not consider the Bid valid or agree to be bound by the Bid, or

   b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or

   c) The NCI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or

   d) The NCI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the

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

5. We may terminate this letter of credit at any time upon sixty (60) calendar days' notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

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

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

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, "Drawn under {issuing bank} Letter of Credit No. {number}" and indicate the date hereof.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

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

ANNEX D. Clarification Request Form

INVITATION FOR BID
IFB-CO-14171-PMIC

Programme Management and Integration Capability (PMIC)

Company Name:

Submission Date:

Company Name:

Submission Date:

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

Company Name:

Submission Date:

PRICE			
Serial#	**IFB Ref.**	**Bidder's Question**	**NCI Agency's Response**
P.1			
P.2			
P.3			

Company Name:

Submission Date:

TECHNICAL			
Serial#	**IFB Ref.**	**Bidder's Question**	**NCI Agency's Response**
T.1			
T.2			
T.3			

ANNEX E. CV/Resume Template

Company name

Proposed Team:
Clearance Level:
Proposed Role:
Key Personnel: ☐

Employment History		
Company (most recent first)		
Summary of role		
Summary of relevance		
Company		
Summary of role		
Summary of relevance		
Company		
Summary of role		
Summary of relevance		
Summary of other experience		

Education, Qualifications and Professional Membership			
Year	Qualification	Institution	Grade/Level

Relevant Experience
Describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited[1]*)*
Role-Specific Skills and Experience *(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited*[1]*)*
Tools and Methodologies *(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited*[1]*)*
International Working Environments

Language Proficiency *(as defined in STANAG 6001)*				
	Listening	Speaking	Reading	Writing
English (working language)				
French				

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

END OF IFB

IFB-CO-14171-PMIC BIDDING SHEETS

Contract Bidding Documentation
ANNEX 1 to General Provisions - Bidding Sheets
IFB-CO-14171-PMIC

The tabs contained in this workbook are the Basis of Estimate (BOE) for the proposal.
Abbreviations:
CWE Collaborative Working Environment
NSP Not Separately Priced

Legend

	Headings / Background
	Bidder Input Cell
	To be Completed By NCIA Contracting
	Background / Information Only

Summary Bidders Input Cells	**Description**
UNIT PRICE	*Provide the unit price for the item in your selected currency*
TOTAL PRICE	*Provide the total price of all items in your selected currency*

CLIN Bidding Sheets Instructions

INTRODUCTION

All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids (in the absence of a pre-approved National Format). All data completed in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render your bid as non compliant thus removing yourself from the bidding process.

Input cells are colour coded **YELLOW**. Modify other cells as required and in accordance with the instructions below.

Please use the **CLIN PRICING** sheets to provide the required pricing details **FOR EACH CLIN.** However replicate sheets as required. Please see Bidding Instructions for further details.

FORM INPUTS

PRICING SUMMARY ASSUMPTIONS

Currency:	*Select currency of input values from drop down list.*
Calendar Year:	*Select Year 1 of the spread profile from the drop down list.*
Quantity	*Enter quantities of proposed item(s) in the time profiling inputs to the right.*
Unit Cost	*Enter the unit cost of the proposed item(s) for each year.*
Total Estimated Cost	*This is a calculated value (Quantity x Unit Price) and should not be altered.*

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

BOOK II-PART I-SCHEDULE OF SUPPLIES AND SERVICES (SSS)

IFB-CO-14171-PMIC

BASIC CONTRACT (RAMP-UP STAGE (6 months) + 1st EXECUTION STAGE (12 months))

RAMP-UP STAGE (6 months)

CLIN	DESCRIPTION	SOW REFERENCE	WP REFERENCE	REQUIRED COMPLETION DATE	DELIVERY METHOD	DELIVERY DESTINATION	UNIT	QTY	UNIT PRICE	PRICE (Currency)	Comments
1.1	Work Package 1: Project Management (Ramp-Up Stage)										
1.1	Project Management (Ramp-Up Stage)										
1.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
1.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.1.7	Project Kick-off Meeting	3.15.2	3.19.4.2.1	EDC + 2w	N/A	NCIA, The Hague	Each	1	€ -	€ -	
1.1.8	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
1.1.9	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
1.1.10	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.11	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
1.1.12	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 1.1	€ -	
1.2	Work Package 2: PMIC Programme/Project Support (Ramp-Up Stage)										
1.2.	PMIC Programme/Project Support (Ramp-Up Stage)										
1.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.5	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.6	Project Models	4.2.10.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.7	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.8	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.9	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.10	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.11	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.12	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.13	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.14	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.15	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.16	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.17	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.18	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.19	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.20	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.21	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.22	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.23	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.24	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.25	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.26	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.27	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.28	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.29	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.30	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 1.2	€ -	
1.3	Work Package 3: Testbed Support (Ramp-Up Stage: Task Order (Level of Effort or Completion)-Not to Exceed 550 man-days)										
1.3	Testbed Support (Ramp-Up Stage)										
1.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 1.3	€ -	
1.4	Work Package 4: Project Assurance Support (Ramp-Up Stage: Task Order (Level of Effort or Completion)-Not to Exceed 135 man-days)										
1.4	Project Assurance Support (Ramp-Up Stage)										
1.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 1.4	€ -	
									TOTAL PRICE FOR RAMP-UP STAGE	€ -	

1st EXECUTION STAGE (12 months)

2.1	Work Package 1: Project Management (1st Execution Stage)										
2.1	Project Management (1st Execution Stage)										
2.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
2.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.1.7	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
2.1.8	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	

2.1.9	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.10	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
2.1.11	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 2.1	€ -	

2.2	**Work Package 2: PMIC Programme/Project Support (1st Execution Stage)**										
2.2	**PMIC Programme/Project Support (1st Execution Stage)**										
2.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.5	Programme Blueprint	4.2.4.3.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.6	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.7	Programme Tranches	4.2.9.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.8	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.9	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.10	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.11	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.12	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.13	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.14	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.15	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.16	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.17	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.18	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.19	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.20	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.21	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.22	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.23	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.24	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.25	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.26	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.27	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.28	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.29	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.30	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.31	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
										TOTAL PRICE CLIN 2.2	€ -

2.3	**Work Package 3: Testbed Support (1st Execution Stage: Task Order (Level of Effort or Completion)-Not to Exceed 1100 man-days)**										
2.3	**Testbed Support (1st Execution Stage)**										
2.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
										TOTAL PRICE CLIN 2.3	€ -

2.4	**Work Package 4: Project Assurance Support (1st Execution Stage: Task Order (Level of Effort or Completion)-Not to Exceed 540 man-days)**										
2.4	**Project Assurance Support (1st Execution Stage)**										
2.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
										TOTAL PRICE CLIN 2.4	€ -

TOTAL PRICE FOR 1st EXECUTION STAGE	€ -
GRAND TOTAL PRICE FOR RAMP-UP STAGE + 1st EXECUTION STAGE	€ -

CONTRACT OPTION (2nd EXECUTION STAGE (12 months) + 3rd EXECUTION STAGE (12 months))

2nd EXECUTION STAGE (12 months)

3.1	**Work Package 1: Project Management (Option: 2nd Execution Stage)**										
3.1	**Project Management (Option: 2nd Execution Stage)**										
3.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
3.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.1.7	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
3.1.8	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
3.1.9	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.10	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
3.1.11	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
										TOTAL PRICE CLIN 3.1	€ -

3.2	**Work Package 2: PMIC Programme/Project Support (Option: 2nd Execution Stage)**										
3.2	**PMIC Programme/Project Support (Option: 2nd Execution Stage)**										
3.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	

3.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.5	Programme Blueprint	4.2.4.3.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.6	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.7	Programme Tranches	4.2.9.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.8	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.9	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.10	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.11	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.12	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.13	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.14	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.15	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.16	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.17	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.18	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.19	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.20	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.21	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.22	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.23	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.24	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.25	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.26	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.27	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.28	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.29	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.30	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.31	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 3.2	€ -	
3.3	**Work Package 3: Testbed Support (Option: 2nd Execution Stage: Task Order (Level of Effort or Completion)- Not to Exceed 1100 man-days)**										
3.3	**Testbed Support (Option: 2nd Execution Stage)**										
3.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 3.3	€ -	
3.4	**Work Package 4: Project Assurance Support (Option: 2nd Execution Stage:Task Order (Level of Effort or Completion)-Not to Exceed 540 man-days)**										
3.4	**Project Assurance Support (Option: 2nd Execution Stage)**										
3.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 3.4	€ -	
									TOTAL PRICE FOR 2nd EXECUTION STAGE (OPTION)	€ -	
	3rd EXECUTION STAGE (12 months)										
4.1	**Work Package 1: Project Management (Option: 3rd Execution Stage)**										
4.1	**Project Management (Option: 3rd Execution Stage)**										
4.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
4.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.1.7	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
4.1.8	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
4.1.9	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.10	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
4.1.11	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 4.1	€ -	
4.2	**Work Package 2: PMIC Programme/Project Support (Option: 3rd Execution Stage)**										
4.2	**PMIC Programme/Project Support (Option: 3rd Execution Stage)**										
4.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.5	Programme Blueprint	4.2.4.3.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.6	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.7	Programme Tranches	4.2.9.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.8	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.9	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.10	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.11	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.12	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	

4.2.13	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.14	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.15	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.16	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.17	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.18	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.19	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.20	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.21	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.22	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.23	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.24	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.25	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.26	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.27	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.28	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.29	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.30	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.31	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 4.2	€ -	

4.3	**Work Package 3: Testbed Support (Option: 3rd Execution Stage: Task Order (Level of Effort or Completion)- Not to Exceed 1100 man-days)**										
4.3	**Testbed Support (Option: 3rd Execution Stage)**										
4.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 4.3	€ -	

4.4	**Work Package 4: Project Assurance Support (Option: 3rd Execution Stage: Task Order (Level of Effort or Completion)-Not to Exceed 540 man-days)**										
4.4	**Project Assurance Support (Option: 3rd Execution Stage)**										
4.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 4.4	€ -	

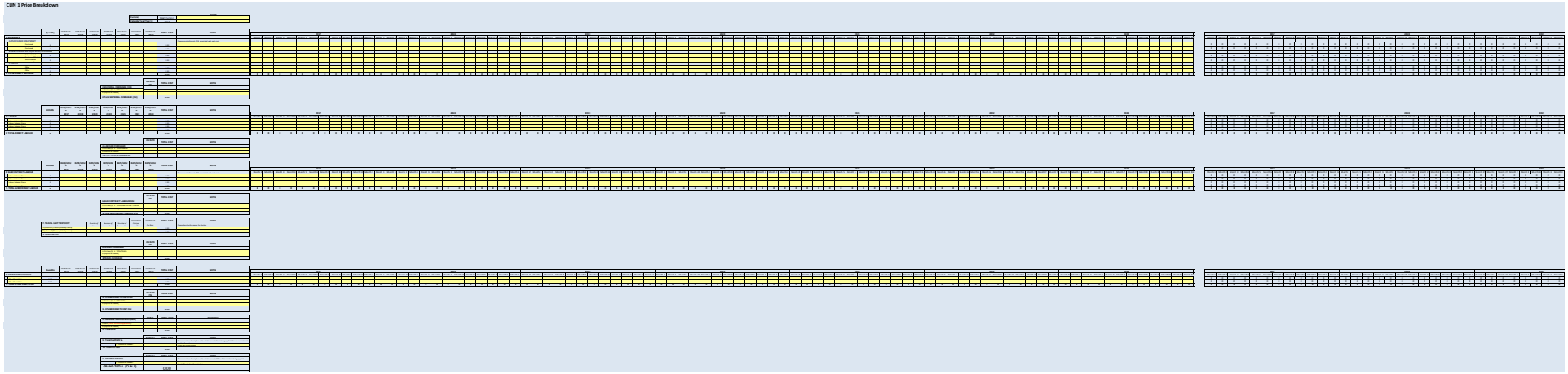
TOTAL PRICE FOR 3rd EXECUTION STAGE (OPTION)	€ -

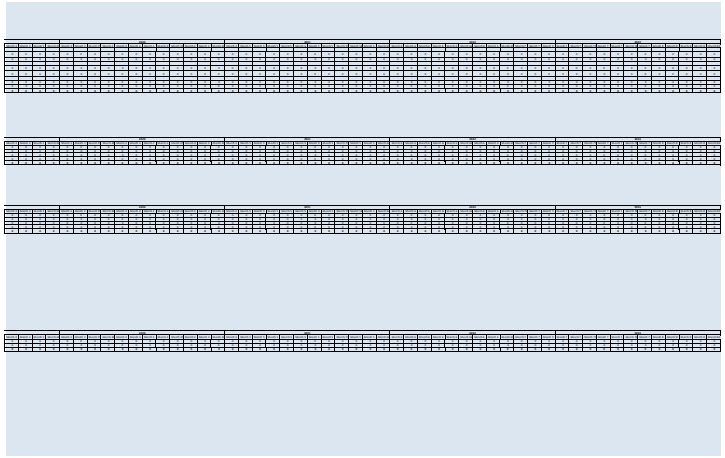
GRAND TOTAL PRICE FOR 2nd EXECUTION STAGE + 3rd EXECUTION STAGE	€ -

SUMMARY

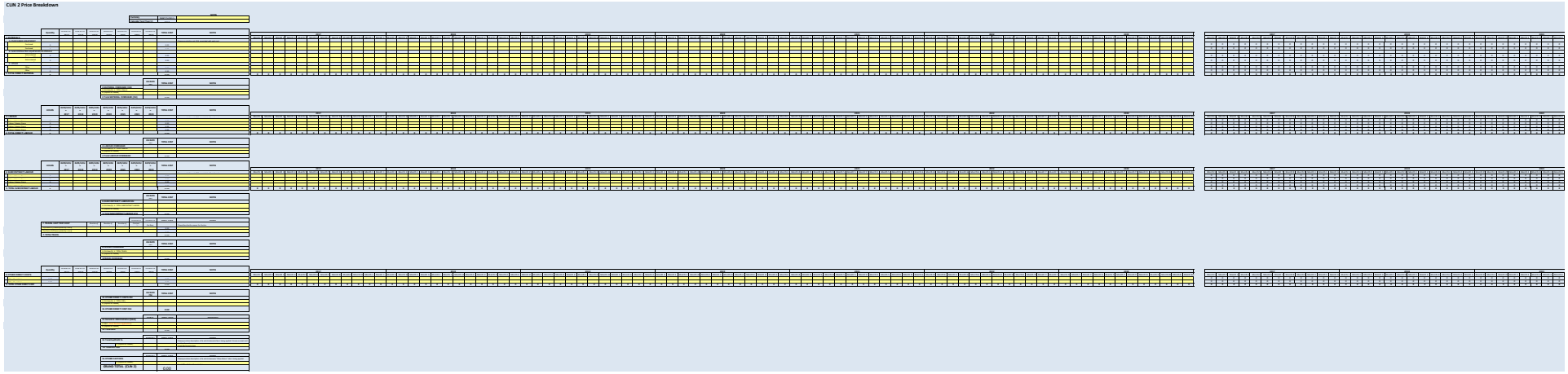
GRAND TOTAL (BASIC CONTRACT: RAMP UP STAGE + 1st EXECUTION STAGE)	€ -
GRAND TOTAL (OPTION 1: 2nd EXECUTION STAGE + OPTION 2: 3rd EXECUTION STAGE)	€ -
GRAND TOTAL (ENTIRE CONTRACT)	€ -

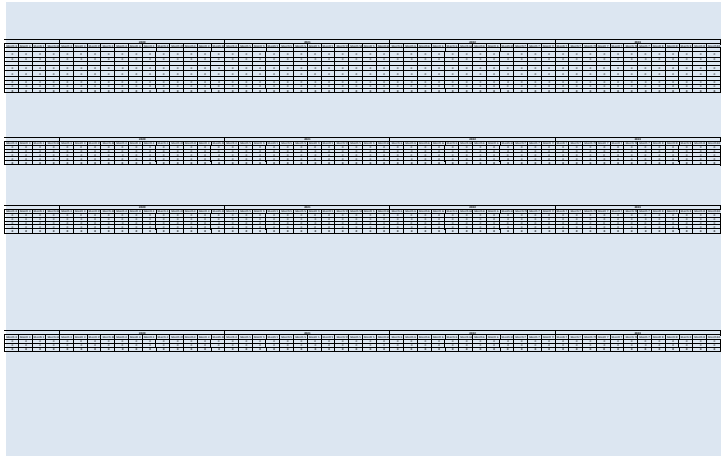
CLIN 1 Price Breakdown



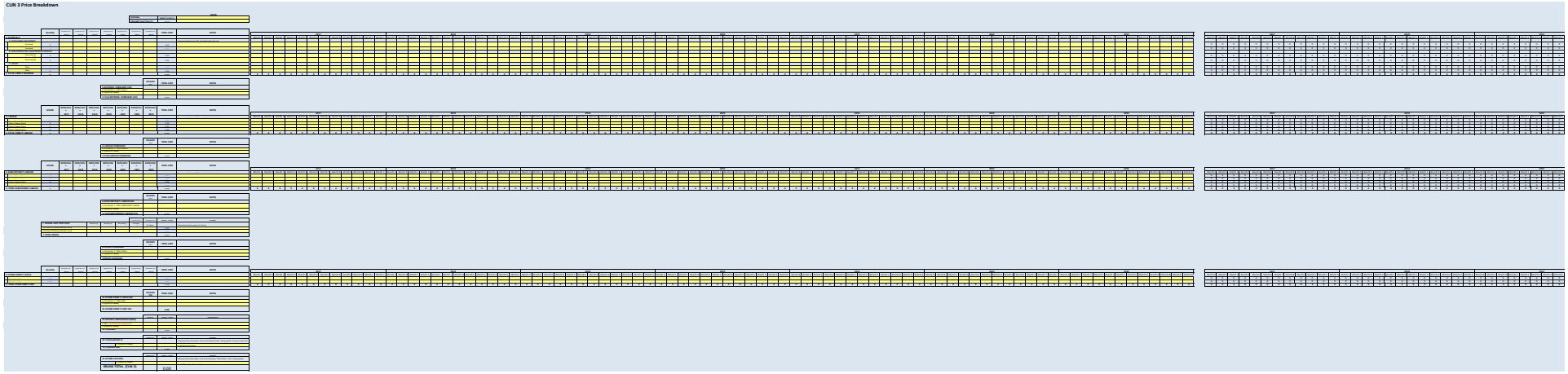


CUK 2 Price Breakdown

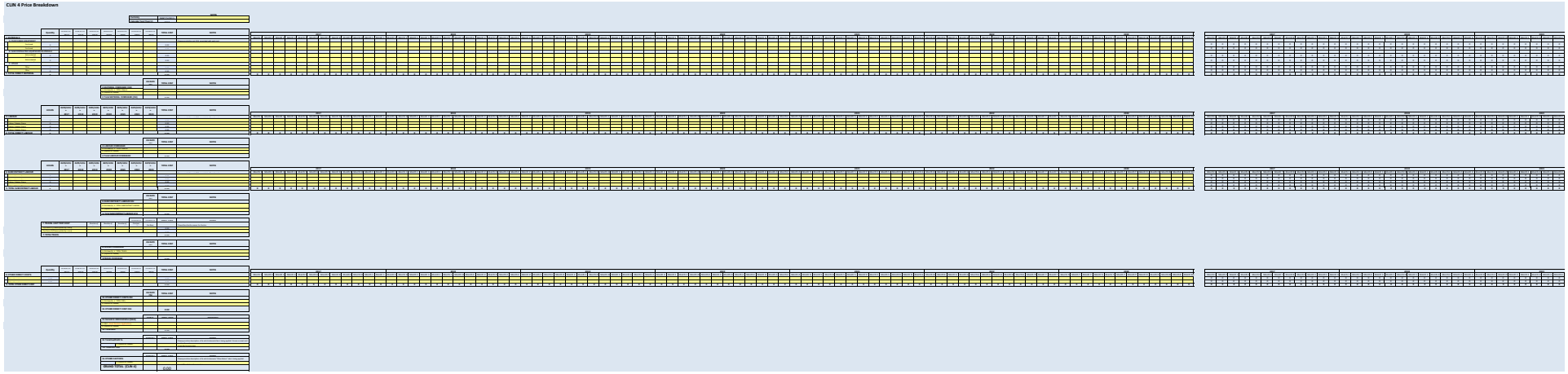


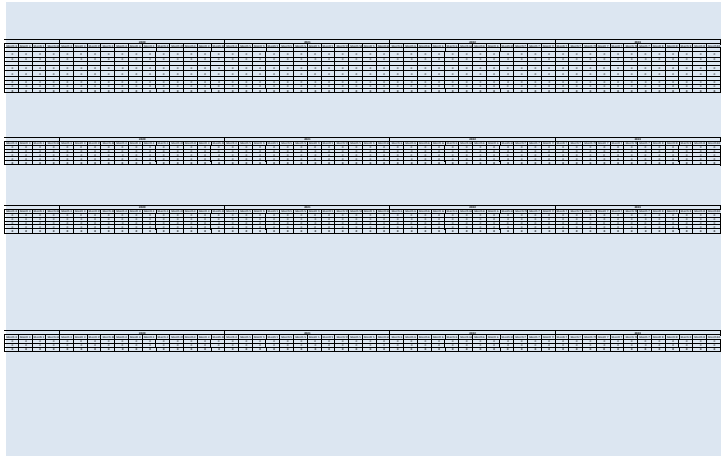


CLIN 3 Price Breakdown



CLIN 4 Price Breakdown





SCHEDULE OF FORWARD LABOUR RATES

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

Currency:

		Year 2017		Year 2018		Year 2019		Year 2020		Year 2021	
ITEM	Labour Category (See description in Section 7 of the SOW)	Contractor Facilities	NATO Europe	Contractor Facilities	NATO Europe	Contractor Facilities	NATO Europe	Contractor Facilities	NATO Europe	Contractor Facilities	NATO Europe
1.1	Project Manager										
1.2	Project Control Analyst										
1.3	Webmaster										
1.4	Contract Security Specialist										
1.5	C4ISR System Architect										
1.6	C4ISR Software Architect										
1.7	C4ISR Functional Architect										
1.8	Senior Systems Engineer										
1.9	Senior Software Engineer										
1.10	Senior Test Engineer										
1.11	Systems Integration Analyst										
1.12	Senior Buisness Anlayst										
1.13	Senior User Experience (UX) Designer										
1.14	Senior Communications Engineer										
1.15	Senior Engineer										
1.16	Senior Technician										
1.17	System Management Specialist										
1.18	Senior Network Engineer										
1.19	System Support Engineer										
1.20	Senior Information Security Architect										
1.21	Intermediate Engineer										
1.22	Intermediate Systems Engineer										
1.23	Intermediate Software Programmer										
1.24	Intermediate Test Engineer										
1.25	Intermediate Network Engineer										
1.26	Intermediate Communications Engineer										
1.27	Other (TBD by Bidder)										

SCHEDULE OF UNIT PRICES FOR COTS SOFTWARE

		Firm Fixed-Price Unit Prices for COTS Software and order quantities stated below Currency:														
		Year 2017			Year 2018			Year 2019			Year 2020			Year 2021		
item	Item Description	Less than 20	20 or more	60 or more	Less than 20	20 or more	60 or more	Less than 20	20 or more	60 or more	Less than 20	20 or more	60 or more	Less than 20	20 or more	60 or more
1.1	To be filled by Bidders based on the proposed COTS products															
1.2																
1.3																
1.4																
1.5																
1.6																
1.7																
1.8																
1.9																
1.10																
1.11																
1.12																
1.13																
1.14																
1.15																
1.16																
1.17																
1.18																
1.19																
1.20																
1.21																
1.22																
1.23																
1.24																
1.25																

NCI AGENCY INVENTORY OF SOFTWARE ASSETS		
SOFTWARE COSTS DATA:		
SECTION 1: PRODUCT DETAILS-Please enter details on product.		
PRODUCT NAME:		
VERSION:		
VENDOR:		
REFERENCE TO SOFTWARE BREAKDOWN STRUCTURE:		
DEPARTMENT/OWNER:		
LICENSE TYPE:		
EXPIRATION DATE:		
SECTION 2: BREAKDOWN OF SW LICENSE COSTS-Please enter the breakdown of SW costs per licenses.		
	COSTS	Check if the cost is recurrent in nature
COST OF SERVER LICENSE:	€ 0.00	
COST OF USER LICENSE:	€ 0.00	
ANNUAL SUPPORT (Maintenance) FEE:	€ 0.00	
ANNUAL UPGRADE (Maintenance) FEE:	€ 0.00	
NUMBER OF USERS:	0	
ANNUAL COST PER USER (ADDITIONAL):	€ 0.00	
DISCOUNT RATE:	0.0000%	
OTHER FEES/COSTS:	€ 0.00	
GENERAL DESCRIPTION:		
	COSTS	
TOTAL QUOTED COSTS:	**€ 0.00**	
SECTION 3: FINANCIAL PROFILE		
DISCOUNT PRICE BREAKS:	0.0000%	
Methodology:		
DISCOUNT PRICE BREAKS(Options):	0.0000%	
Methodology:		
SECTION 4: CURRENT ISSUES/GROUNDRULES & ASSUMPTIONS		

NCI AGENCY INVENTORY OF SOFTWARE ASSET

INFORMATION SHEET

Bidders must fill all cells in yellow. If a cell is not applicable to this specific product, Bidders must indicate the reasons.

SECTION 1: Product Details

a. Product Name: Please enter the name of your software product.
b. Version: Please enter the version current being released or offered.
c. Vendor: Please enter the name of vendor.
d. Reference to Software Breakdown Structure: Please reference the Bidding Sheets and Schedule of Supplies & Services, and enter CLIN #.
e. Department/Owner: (Internal Reference). Please ignore.
f. License Type: Please enter the type of license, assumed perpetual per user.

SECTION 2: Breakdown of SW License Costs

All Cost should be formulated with a “per user” methodology.

a. Cost of Server License: Please enter the cost of server license, if applicable.
b. Cost of User License: Please enter the base cost of the license per user.
c. Annual Support Fee: Noted as maintenance, this is the per user cost of technical support, if applicable.
d. Annual Upgrade Fee: Also noted as maintenance, updates and upgrades to software after initial procurement, if applicable.
e. Numbers of Users: (Internal Reference).
f. Annual Cost Per User: Please enter any additional costs per year, per license, per user.
g. Discount Rate: Please enter the discount rate, if applicable.
h. Other Fees/Costs: Please enter any other costs billed in the per user price.
i. General Description: Please provide a general description of the software being offered.
j. Total Quoted Costs: (Internal Reference). Please ignore.

SECTION 3: Financial Profile

a. Discount Price Breaks: Please enter the discount being offer in %.
b. Methodology: Please enter the methodology used to develop this discount rate.
c. Discount Price Breaks (Options): If applicable.
d. Methodology: If applicable.

SECTION 4: Current Issues/Groundrules & Assumptions

a. Please enter other issues surrounding the acquisition of the software being offered.

CO-14171-PMIC

PROGRAMME MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)

Project Serial No.: 2014/0IS03096

BOOK II

PROSPECTIVE CONTRACT COVER SHEET

Original No. ___of 2

NCI Agency Contract CO-14171-PMIC

between

NATO Communications and Information Organisation (NCI Agency)

- represented by the General Manager, NCI Agency -

Boulevard Leopold III
B-1110 Brussels
Belgium

and

[TBD]

Provide Programme Management and Integration Capability (PMIC)

Effective Date: [TBD]

Total Contract Value: [TBD]

SIGNATURE SHEET

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised officers on the date shown hereunder:

FOR **THE CONTRACTOR**:	FOR **THE PURCHASER**:
…….. **Signature**	…….. **Signature**
…….. **Printed Name**	…….. **Printed Name**
…….. **Title of Signer**	…….. **Title of Signer**
…….. **Date**	…….. **Date**

CO-14171-PMIC

PROGRAMME MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)

Project Serial No.: 2014/0IS03096

BOOK II

PROSPECTIVE CONTRACT

NATO UNCLASSIFIED

CO-14171-PMIC

PROGRAMME MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)

PART I - CONTRACT SCHEDULES OF SUPPLIES AND SERVICES

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

CO-14171-PMIC

PROGRAMME MANAGEMENT AND INTEGRATION CAPABILITY (PMIC)

PART II - CONTRACT SPECIAL PROVISIONS

TABLE OF CONTENTS

1. INTERPRETATION, DEFINITIONS, AND ACRONYMS 6
2. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY CONTRACT GENERAL PROVISIONS 6
3. SCOPE OF WORK 7
4. ORDER OF PRECEDENCE 8
5. CONTRACT TYPE 9
6. CONTRACT TERM 10
7. INVOICES AND PAYMENT TERMS 10
8. CONTRACTOR'S PERFORMANCE EVALUATION 12
9. PRICING OF CHANGES, AMENDMENTS AND CLAIMS 13
10. OPTIONS 14
11. TASK ORDERS 15
12. ACCEPTANCE PROCEDURES 16
13. CONTRACT ADMINISTRATION 16
14. TECHNICAL DIRECTION 17
15. LANGUAGE OF WORK 18
16. LIQUIDATED DAMAGES 18
17. RISK OF LOSS OR DAMAGE 19
18. COTS PRODUCTS REPLACEMENT 19
19. LOCAL STANDARDISATION 20
20. INDEPENDENT CONTRACTOR 20
21. KEY PERSONNEL 21
22. INTELLECTUAL PROPERTY 22
23. PERMISSIBLE SCOPE OF USE FOR SOFTWARE LISTED AS BACKGROUND IPR 22
24. CONFIDENTIALITY AND NON-DISCLOSURE 23
25. EXCLUSION CLAUSE 24
26. CONFLICT OF INTEREST 25
27. PURCHASER FURNISHED PROPERTY AND SERVICES 26
28. CARE AND DILIGENCE OF PROPERTY 26
29. WARRANTY PERIOD 26
30. WARRANTY FOR SERVICES 27
31. PERFORMANCE GUARANTEE 27

32. SECURITY 28

33. SUPPLEMENTAL AGREEMENTS 29

34. TOTAL SYSTEM PERFORMANCE RESPONSIBILITY AND COMPREHENSION 29

35. REACH CAPABILITY 30

36. THIRD PARTIES 30

37. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES 31

ANNEX A. KEY PERSONNEL 33

ANNEX B. NON DISCLOSURE DECLARATION 34

ANNEX C. CONTRACTOR BACKGROUND IPR 35

ANNEX D. SUBCONTRACTOR AND THIRD PARTY IPR 36

ANNEX E. STANDBY LETTER OF CREDIT TEMPLATE 37

ANNEX F.TASK ORDER FORM 40

ANNEX G. NCI AGENCY PER DIEM RATES AND KILOMETRIC ALLOWANCE 2016 41

ANNEX H. SERVICE LEVEL AGREEMENT (SLA) FOR THE PROVISION OF REACH CAPABILITY 43

1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

1.1. This Clause supplements Clause 2 (Definitions of Terms and Acronyms) of the NCI Agency Contract General Provisions.

1.2. As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:

1.2.1. **"Compliance"**: strict conformity to the requirements and standards of the Prospective Contract.

1.2.2. **"Contractor"**: the awardee which shall be responsible for the fulfilment of the requirements established in the Prospective Contract.

1.2.3. **"Days"**: calendar days;

1.2.4. **"Deliverables"**: the items, features or services to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Contract as listed in Part I (Contract Schedules) and as more particularly described in the Statement of Work (SOW), the System Requirements Specification (SRS), the Technical Solution or any other relevant Contract document;

1.2.5. **"NATO Participating Country"**: any of NATO nation that has undertaken to share the cost of the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES OF AMERICA.

1.2.6. **"Purchaser":** The Purchaser is defined as the current NCI Agency or its legal successor.

1.2.7. **"Work Packages"**: Divisions of the total Contract work effort into a grouping of tasks/products that the Contractor shall deliver and/or perform as a bundle under the terms of this Contract. A description of all Contract Work Packages is provided in Section 3 to Part IV, Statement of Work.

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

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

2.1.1. Clause 1 (Interpretation, Definitions and Acronyms) supplements Clause 2 (Definitions of Terms and Acronyms) of the NCI Agency Contract General Provisions.

2.1.2. Clause 4 (Order of Precedence) replaces Clause 1 (Order of Precedence) of the NCI Agency Contract General Provisions.

2.1.3. Clause 5 (Contract Type) replaces Clause 7 (Firm Fixed Price Contract) of the NCI Agency Contract General Provisions.

2.1.4. Clause 7 (Invoices and Payments) supplements Clause 25 (Invoices and Payment) of the NCI Agency Contract General Provisions.

2.1.5. Clause 9 (Pricing of Changes, Amendments and Claims) supplements Clause 19 (Pricing of Changes, Amendments and Claims) of the NCI Agency Contract General Provisions.

2.1.6. Clause 12 (Acceptance Procedures) modifies Clauses 21 (Inspection and Acceptance of Work) and 22 (Inspection and Acceptance of Documentation) of the NCI Agency Contract General Provisions.

2.1.7. Clause 16 (Liquidated Damages) replaces Clauses 38 (Liquidated Damages) of the NCI Agency Contract General Provisions.

2.1.8. Clause 17 (Risk of Loss or Damage) supplements Clause 24 (Ownership and Title) of the NCI Agency Contract General Provisions.

2.1.9. Clause 22 (Intellectual Property) supplements Clause 30 (Intellectual Property) of the NCI Agency Contract General Provisions.

2.1.10. Clause 27 (Purchaser Furnished Property and Services) supplements Clause 13 (Purchaser Furnished Property and Services) of the NCI Agency Contract General Provisions.

2.1.11. Clause 29 (Warranty Period) supplements Clause 27 (Warranty of Work (Exclusive of Software)) of the NCI Agency Contract General Provisions.

2.1.12. Clause 31 (Performance Guarantee) supplements Clause 8 (Performance Guarantee) of the NCI Agency Contract General Provisions.

2.1.13. Clause 32 (Security) supplements Clause 11 (Security) of the NCI Agency Contract General Provisions.

3. SCOPE OF WORK

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

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

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

3.2.1. Ramp-Up Stage

3.2.2. 1st Execution Stage

3.2.3. 2nd Execution Stage (Option)

3.2.4. 3rd Execution Stage (Option)

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

Management Services	
1	Programme Management
2	Change Management
3	Communications Management
4	Risk Management
5	Schedule Management
6	Cost Management
7	Configuration Management
8	Quality Management

C4ISR Technical Services	
9	Systems Engineering
10	Integration Management
11	Software Engineering and Design
12	Operational User Experience (UX)
13	Requirements Management
14	Programme Assurance
15	Transition Management
16	Information Security Management

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

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

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

4. ORDER OF PRECEDENCE

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

General Provisions.

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

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

5. CONTRACT TYPE

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

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

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

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

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

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

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

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

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

5.7. The Contract also contains purchase options. These options are not part of the fixed price of the Contract. One or more of the options may be exercised by the Purchaser at such time as the corresponding requirements and needs are fully developed under the Contract.

5.8. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Total Price.

6. CONTRACT TERM

6.1. This Contract will begin on the Effective Date specified in the Signature Page and, unless terminated at an earlier date in accordance with other terms and conditions of the Contract or extended by virtue of a formal Contract amendment, will terminate after a period of 18 months.

6.2. The 18 months cover successful completion of performance associated with Ramp-Up Stage (6 Months) and 1st Execution Stage (12 Months) or any performance rendered on the basis of Task Orders issued in accordance with Clause 11 whichever occurs the latest.

6.3. The Purchaser anticipated extending the initial 18-month Contract term through the exercise of up to two 12-months Options (for the Second and Third Execution Stages), if Contractor's overall performance during the initial term of 18 months is considered satisfactory.

6.4. Extension options shall be exercised through a formal Amendment to the Contract which shall be issued not later than 30 days before the end of the initial Contract term or extensions thereof.

7. INVOICES AND PAYMENT TERMS

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

7.2. Invoices

7.2.1. The Contractor shall submit invoices quarterly for 25 % of the total amount specified in the Schedule of Supplies and Services for each Execution Stage (i.e. 1st, 2nd (option, if exercised), and 3rd (option, if exercised)).

7.2.2. For the Ramp-Up Stage, the Contractor shall submit an initial invoice equal to 25% of the amount stipulated in the Contract Schedule of Supplies and Deliverables for Ramp-Up Stage, one calendar month after the beginning of

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

7.2.3. 35% of the total Ramp-Up Stage price as stipulated in the Contract Schedule of Supplies and Deliverables, three months after the beginning of performance.

7.2.4. 40% of the total Ramp-Up Stage price as stipulated in the Contract Schedule of Supplies and Deliverables, at the end of the Ramp-Up Stage.

7.2.5. The amount to be billed shall include any price reduction that may be determined according to the provisions of this Clause and the Price Reduction Section of the SOW Annex A.

7.2.6. Payment to the Contractor will be made within 60 days of receipt of properly supported and documented invoices and upon acceptance in writing by the Purchaser.

7.2.7. All invoices shall refer to CO-14171-PMIC Purchase Order Number [NCI Agency PO REF].

7.2.8. Invoices shall be properly supported with any necessary reports, certificates, statements, receipts, written evidence of acceptance by the Purchaser and any other required documentation in accordance with the terms of the Contract.

7.2.9. All invoices shall be sent electronically to: accountspayable@ncia.nato.int

7.2.9.1. No paper invoices will be accepted.

7.2.10. Payment shall be made in the currency specified in the Contract following Purchaser acceptance

7.3. Payment Terms

7.3.1. In consideration for the achievement of performance goals and standards specified in the Performance Goals Document (Annex A to the SOW) and for the Services and Deliverables to be performed under the basic scope of the Contract, the Contractor shall be paid the prices specified in Part I (Schedule of Supplies and Services).

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

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

7.3.3. Amounts relevant to Task Orders (i.e. CLINs 1.3, 1.4, 2.3, 2.4, 3.3, 3.4, 4.3, and 4.4) issued by the Purchaser in accordance with Clause 11 shall be invoiced at the end of successful performance and upon acceptance of all deliverables unless otherwise stipulated in the Task Order. The price indicated in the Schedule of Supplies and Services is a ceiling price for all possible Task Orders.

7.3.4. Where Options are exercised, payments shall be made in accordance with the stipulations of the relevant amendment providing for the exercise of such Options.

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

7.3.6. The Purchaser shall not be liable for any amount resulting from the performance of services or the delivery of equipment outside the scope of this Contract.

8. CONTRACTOR'S PERFORMANCE EVALUATION

8.1. Beginning 3 months after the effective date of this Contract, the Purchaser shall evaluate the Contractor's performance every 3 months to determine the Contractor's level of achievement of performance goals and any applicable adjustments to the progress payments. These periodic evaluations will also serve to document the overall assessment of Contractor's performance and therefore may influence the Purchaser's decision to exercise extension options. The evaluation factors and rating scales are specified in the Performance Goals document (Annex A to the SOW), as are the percentage of the reductions to the progress payments that may be applied.

8.2. The Contractor's performance will be measured against stated goals and evaluation criteria by internally designated Purchaser's personnel, who will report their findings to the Project Board. This Board makes the final decision on payment/price determination based upon the Contractor's performance during the evaluation period.

8.3. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations may be considered by the Purchaser in its evaluation.

8.4. In those instance in which the Contractor is assessed as achieving less than satisfactory progress during a quarter and a reduction is applied to the specified progress payment, at the next Quarterly Performance Review, if the Contractor is assessed as having continued to achieve less than satisfactory progress, a further

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

8.5. Conversely in those instances in which the Contractor is assessed as having corrected its performance deficiencies and brought its progress back in line with the Stage Performance Goals, no price reduction will be applied for the quarterly payment of concern and the withheld portion of the previous progress payment will also be paid.

8.6. However, any percentage of the price which is not earned at the end of a Stage due to the failure to achieve the performance goals established for that Stage shall not be reallocated to future Execution Stages and will be regarded as no longer due. In such a case, the Contract Stage prices will be unilaterally modified by the Purchaser at the end of the applicable Stage in order to reflect in the Contract the revised total price of the Stage resulting from the application of price reductions.

8.7. Changes may be made to the Performance Goals and linked Price Reductions as stipulated in the SOW Annex A at any time subject to mutual agreement of the parties.

9. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

9.1. This Clause supplements Clause 19 (Pricing of Changes, Amendments and Claims) of the NCI Agency Contract General Provisions.

9.2. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 (Changes) of the Contract General Provisions.

9.3. Changes, modifications, or follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 (Pricing of Changes, Amendments, and Claims) of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in Annex 1 to the Contract General Provisions.

9.4. Contractor's pricing proposals for Changes, Amendments and Claims shall be priced in accordance with the schedules of forward labour rates and forward prices of COTS components established in the Contract Schedule of Supplies and Services (Part I), or, if not defined in the latter, which were submitted in the Contractor's bid incorporated in the Contract by reference.

9.5. Contractor price quotations and technical proposals for potential Contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from Contractor submission to the Purchaser.

9.6. All cost and pricing information contained in the cost breakdown sheets submitted with the Bidding sheets as part of the Contractor's proposal, to include forward pricing, shall constitute the basis of reference for future negotiations related to any amendments to this Contract.

9.7. If new labour categories, not previously specified in are deemed necessary by the Purchaser during the course of this Contract; the prices for the new labour categories shall be within the range of 10% of rates listed for comparable labour services and skills in the Contract Schedules at Part I.

9.7.1. The Contractor shall be bound by the stated labour rates for the whole duration of this Contract.

10. OPTIONS

10.1. CLINs 3 and 4 (2nd and 3rd Execution Stages) under Part I Schedule of Supplies and Services of this Book are Options and are available for unilateral exercise by the Purchaser if the Contractor's overall performance during the initial term of 18 months (Basic Contract period: (i.e. Ramp Up and 1st Execution Stages)) is considered satisfactory.

10.1.1. For CLIN 3 (i.e. 2nd Execution Stage), this Option is available to be exercised unilaterally for a performance period of 12 months from the end of the Basic Contract period.

10.1.2. For CLIN 4 (i.e. 3rd Execution Stage), this Option is available to be exercised unilaterally for a performance period of 12 months from the end of the 2nd Execution Stage.

10.2. The Contractor understands that there is no obligation under this Contract for the Purchaser to exercise any of the Options and that the Purchaser bears no liability should it decide not to exercise them (either totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the Options of the current Contract through a new Contract with other conditions.

10.3. If an option is exercised, the Contractor will have a minimum period of forty-five (45) days between notification and the required Performance Start Date (PSD).

10.4. Any Contract option shall be exercised by written amendment to the Contract.

10.5. During the course of the Contract and in any case before the exercise of any Contract Option, the Purchaser and the Contractor shall mutually agree on the Performance Goals associated with the Contract Options (2nd and 3rd Execution Stages) as well as define in detail the scope of activities to be performed within the framework of the Contract price associated with the Options. Clause 7 referred Price Reduction guidance shall be established unilaterally by the Purchaser on the

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

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

11. TASK ORDERS

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

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

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

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

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

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

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

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

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

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

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

11.4.1. Task Order reference and effective date.

11.4.2. Schedule of services and deliverables specifying the performance period and the amount of authorised expenses.

11.4.3. Statement of Work.

11.5. The Contractor shall commence performance of the Task Order within a period of fifteen days (15) days after its effective date or the date of its issuance whichever is the latest.

11.6. Task Orders may only be issued within the duration of the Contract pursuant this Clause.

11.7. Task Orders (if issued) shall be via an Amendment to the Contract.

12. ACCEPTANCE PROCEDURES

12.1. This Clause modifies Clauses 21 and 22 of the NCI Agency Contract General Provisions.

12.2. Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that Contract Deliverables are complete or have been performed according to the requirements set in the Contract.

12.3. Acceptance procedures are described in Clauses 21 and 22 of the NCI Agency Contract General Provisions.

12.4. Where a delivered or performed Contract Line Item Number (CLIN) fails to meet all Contract requirements but such a failure is not material or fundamental, the Purchaser may, at its sole discretion, declare the Acceptance provisional (or Partial Acceptance). In this case of a Partial Acceptance, the Purchaser will make an assessment of the nature of the deficiencies and may pay the Contractor an amount commensurate with the Partially Accepted work. This amount may be between 50% and 90% of the total price of the CLIN. Full payment will not be made until all deficiencies have been cleared at which point in time the Acceptance shall become final.

13. CONTRACT ADMINISTRATION

13.1. The Purchaser is the NATO Communications and Information Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues.

13.2. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.

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

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

13.4.1.

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

13.4.2.

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

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

14. TECHNICAL DIRECTION

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

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

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

14.3. The Purchaser may designate other staff elements as technical focal points for the execution of specific tasks and who will provide the Contractor with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.

14.4. Notwithstanding the prescriptions of this Clause, neither the Purchaser's Project Manager, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting work that is inconsistent with the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

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

14.5.1. confirm the effort requested is within scope, or

14.5.2. confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or

14.5.3. rescind the instructions.

15. LANGUAGE OF WORK

15.1. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.

15.2. The working language of the Project Team is English and the associated technical documents are printed in English.

16. LIQUIDATED DAMAGES

16.1. This Clause replaces Clause 38 (Liquidated Damages) of the Contract General Provisions.

16.2. If the Contractor fails to meet the delivery/performance at the times specified in the Schedule of Supplies and Services (SSS) (Part I), or any agreed extension thereto, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser liquidated damages of ten hundreds of one per cent (0.1%) of the value of the associated payment milestone in the payment schedule set forth in Clause 7 of the Contract Special Provisions per day of delinquent delivery/performance.

16.3. Alternatively, the Purchaser may terminate this Contract in whole or in part, as provided in paragraph 39.1 of Clause 39 (Termination for Default) of the Contract

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

16.4. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in paragraph 39.6 of Clause 39 (Termination for Default) of the Contract General Provisions. In such event, subject to the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgement the findings of fact justify an extension.

16.5. Liquidated damages shall be payable to the Purchaser from first day of delinquency in achieving the specified milestone and shall accrue at the rate specified in paragraph 16.2 to a maximum of Fifteen Per Cent (15%) of the applicable payment for the milestone.

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

16.6.1. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.

16.6.2. By proceeding against any surety.

16.6.3. By reclaiming such damages through appropriate legal remedies.

17. RISK OF LOSS OR DAMAGE

17.1. This Clause supplements Clause 24 (Ownership and Title) of the Contract General Provisions.

17.2. Risk of loss or damage to Deliverables covered by this Contract shall remain with the Contractor until, and shall pass to the Purchaser upon Acceptance by the Purchaser or receipt of the supplies by the Purchaser at the destination specified in the Contract, whichever is the later.

17.3. Notwithstanding paragraph 17.2, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure and Acceptance, at which time 17.2 shall apply.

17.4. Notwithstanding paragraph 17.2 above the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of the Purchaser acting within the scope of their employment.

18. COTS PRODUCTS REPLACEMENT

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

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

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

19. LOCAL STANDARDISATION

19.1. For reasons of efficiency, some Purchaser sites have standardised some or their entire computer baseline on a specific suite of hardware from one or more particular vendors. As the process of site standardisation will continue as the prospective Contract is being executed, the Purchaser reserves the right to require the Contractor to substitute, for one or more system components, an equivalent item compatible with a site-specified standard.

19.2. Pricing proposed for the substituted equipment shall be fair and reasonable and consistent with the market prices reserved for large buyers and/or Governmental Institutions.

19.3. In the event that the Purchaser chooses to exercise this right, the required substitutions will be negotiated through a bilateral Contract amendment issued under the authority of this clause.

20. INDEPENDENT CONTRACTOR

20.1. The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all Host Nation Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel.

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

20.3. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities.

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

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

21. KEY PERSONNEL

21.1. The individuals listed in Annex A are considered to be key to the performance of this Contract and shall not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.

21.2. In such cases where the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor (e.g. resignation, sickness, incapacity, etc.), the Contractor must nominate a substitute(s) of equivalent or higher qualification and experience within 15 working days of the date at which the Contractor has knowledge of the loss of service of such key personnel. The replacement personnel shall be in place within 30 working days.

21.3. If the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in paragraph 21.2 above, the Purchaser may conclude that the loss of the Key Personnel endangers progress under the Contract to the extent that the Purchaser may resort to the Clause 39 (Termination for Default) of the Contract General Provisions for redress of the situation.

21.4. The Purchaser has the right to refuse any proposed substitution not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof. The Purchaser will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent.

21.5. The Purchaser reserves the right, even after acceptance of Contractor personnel on the basis of their Curriculum Vitae (CV)/Resume and/or interview, to require the Contractor immediately to cease to employ any Key Personnel under the present Contract if, in the sole opinion of the Purchaser, the individual is not meeting the required level of competence and/or its employment as Key Personnel is considered undesirable. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and the Contractor shall propose and make qualified substitute Key Personnel available within 15 working days after the written notification. The Purchaser's removal of Contractor Key Personnel shall in no way relieve the Contractor of its responsibility to achieve the Contractual and technical requirements of this Contract nor imply any responsibility of the Purchaser.

22. INTELLECTUAL PROPERTY

22.1. This Clause supplements Clause 30 (Intellectual Property) of the NCI Agency Contract General Provisions.

22.2. The Contractor intends to use the Background IPR stated in Annexes C and D hereto for the purpose of carrying out work pursuant to this Contract.

22.3. The Contractor warrants, undertakes, and represents that any derivative product created under this Contract from the stated Background IPR shall be considered as Foreground IPR and, therefore, shall be governed by the terms and conditions specified in Clause 30.3 (Foreground IPR) of the NCI Agency Contract General Provisions.

22.4. The Purchaser shall consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract and, particularly, Clauses 9 (Participating Countries) and 30 (Intellectual Property) of the Contract General Provisions. The Contractor shall disclose in advance the open source licence associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application.

22.5. Any use of Contractor Background IPR for the purpose of carrying out work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to the Purchaser a non-exclusive, royalty-free and irrevocable licence throughout NATO, NATO operations (including out of area operations) and its member nations to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR for any defence purpose.

22.6. In addition, the Purchaser shall have the right to further re-transfer this software to NATO companies eligible for NATO procurements, subject to an appropriate license agreement.

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

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

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

24. CONFIDENTIALITY AND NON-DISCLOSURE

24.1. For purposes of this clause, "Confidential Information" shall include all information pertaining to any part of this Contract or any program related to this Contract that is not marked “Non-Confidential”.

24.2. Confidential Information does not include information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Contractor; (b) discovered or created by the Contractor before disclosure by the Purchaser; (c) learned by the Contractor through legitimate means other than from the Purchaser or its representatives; or (d) is disclosed by the Contractor with the Purchaser's prior written approval.

24.3. Without prejudice to other obligations imposed by NATO Security regulations, the Contractor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Purchaser. The Contractor shall carefully restrict access to Confidential Information to employees, sub-Contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Contract. The Contractor shall not, without prior written approval of the Purchaser, use for the Contractor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Purchaser, any Confidential Information. The Contractor shall return to the Purchaser any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Purchaser requests it in writing.

24.4. The provisions of this clause and the associated Contractor’s duties shall survive the termination of this Contract and remain in effect until the Purchaser sends the Contractor written notice releasing the Contractor from the obligations imposed by this clause, or for a further period of three (3) years after Contract close-out, whichever occurs first, and without prejudice to other obligations imposed by applicable NATO Security regulations.

24.5. The Contractor shall include the substance of the language of this clause in any subcontract/Contract issued for the purpose of the fulfilment of the obligations Contracted under this Contract regardless of the legal nature of the entity subscribing such subcontract. Additionally, all Contractor personnel assigned under this Contract shall be required to sign the Non-Disclosure Certificate at Annex B.

24.6. The Contractor agrees that compliance with the obligations imposed by the terms of this clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the termination of the Contract for default.

25. EXCLUSION CLAUSE

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

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

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

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

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

25.4.1. Company's structure
25.4.2. Roles and responsibilities within structure
25.4.3. Business domain
25.4.4. Ownership and control
25.4.5. And any other proof that will fulfil the purpose of the exclusion clause

25.5. This exclusion clause shall remain valid for a period of three (3) years after Contract completion.

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

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

25.8. The Contractor agrees that compliance with this exclusion clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the Termination for Default of the Contract in accordance with Clause 39 of the NCI Agency Contract General Provisions.

26. CONFLICT OF INTEREST

26.1. A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.

26.2. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Contracting Officer. If, after award of this Contract or task order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Contracting Officer as set forth below.

26.3. If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or task order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

26.4. The Contractor's notice called for in paragraph 26.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Contracting Officer in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the Contract, should be also detailed.

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

26.6. If the Purchaser in its discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having

reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Contracting Officer has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the Contract.

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

27. PURCHASER FURNISHED PROPERTY AND SERVICES

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

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

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

28. CARE AND DILIGENCE OF PROPERTY

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

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

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

29. WARRANTY PERIOD

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

29.2. The Warranty Period for any deliverables and services performed under this Contract shall be the longer of: (a) the specific warranty periods established in the SOW for individual deliverables; or (c) 12 months. The Warranty Period in all cases must commence upon NCI Agency Acceptance.

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

29.3.1. Defects in the Deliverables;

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

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

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

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

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

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

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

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

30. WARRANTY FOR SERVICES

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

31. PERFORMANCE GUARANTEE

31.1. This Clause supplements Clause 8 (Performance Guarantee) of the NCI Agency Contract General Provisions.

31.2. The amount of the performance Guarantee is established in €300,000 or equivalent in the currency in which this Contract is expressed.

31.3. The Purchaser may allow reductions in the amount of the Performance Guarantee in accordance with the Purchaser's cost estimate of the work remaining to be completed under the Contract. In order to benefit from such reductions, the Contractor must provide the Purchaser with an updated copy of the Project Master Schedule for completion of the remaining work, and detailed cost breakdowns, prepared in accordance with the pricing principles and standards established in the Contract, which indicate the percentage of work completed for each Contract line item. These requests for reduction shall be submitted in writing to the NCI Agency Point of Contact established in paragraph 13.4.2.

31.4. The reductions specified in paragraph 7 shall be treated as a concession to the Contractor and, therefore, shall be supported by sufficient consideration. Further, the decision to accept or reject an application for reduction of Performance Guarantee shall be a unilateral decision made solely at the discretion of the Purchaser.

31.5. The validity of the Performance Guarantee shall be limited in time to the total Period of Performance of the Contract (i.e. Base Period plus any exercised options).

32. SECURITY

32.1. This Clause supplements Clause 11 (Security) of the NCI Agency Contract General Provisions.

32.2. Contractor's personnel working at the Purchaser's facilities shall possess a valid security clearance up to the level of "NATO SECRET" so as to be able to have unescorted access to classified security areas where work will be performed.

32.3. Without prejudice to other Purchaser's rights, failure to comply with the requirements stated in Clause 32.2 above shall constitute grounds for Contract termination under the clause 39 "Termination For Default" of the NCI Agency Contract General Provisions and entitle the Purchaser to collect liquidated damages in case of delay as specified in Clause 16 above and Clause 38 of the NCI Agency Contract General Provisions.

32.4. Notwithstanding paragraph 32.3 above, if the Contractor fails to comply with the requirement stated in paragraph 32.2 of this Clause, the Purchaser may opt for providing escorts to allow Contractor's personnel to perform work in a classified area without being in possession of the prerequisite security clearance. In such cases, the Contractor agrees that the Purchaser shall be entitled to collect an amount equivalent to € 800 per escort assigned to supervise Contractor's personnel and per day of escorting. This compensation shall be collected through

the same mechanisms established in Clause 23 above for the case of liquidated damages.

32.5. Contractor's staff members shall hold a valid passport and are required to maintain its validity for the duration of the contract.

32.6. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops) in NATO designated Security Areas. The Contractor shall be responsible for satisfying and obtaining from the appropriate NCI Agency Authorities the necessary clearance to introduce and utilize any such equipment into the facility.

33. SUPPLEMENTAL AGREEMENTS

33.1. The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by National Law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 39 (Termination For Default) of the NCI Agency Contract General Provisions.

33.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by National Law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

34. TOTAL SYSTEM PERFORMANCE RESPONSIBILITY AND COMPREHENSION

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

34.2. The Statement of Work (SOW) sets forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found

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

34.3. The Contractor hereby acknowledges that it has no right to assert against the Purchaser any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract that are based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

34.4. Notwithstanding the "Changes" Clause (Clause 16 of the NCI Agency Contract General Provisions) or any other Clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid SOW which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

35. REACH CAPABILITY

35.1. The purpose of this clause is to define the conditions under which specific Purchaser provided REACH capability could be made available to the Contractor during the performance of this Contract.

35.2. The provision of the REACH capability is not governed by the standard Clause 13 of the Contract General Provisions (Purchaser Furnished Property) but solely by the Service Level Agreement (SLA) in Annex H of the Contract Special Provisions.

35.3. Should the Purchaser choose not to make the REACH capability available to the Contractor, or should the Purchaser not be able to meet the Service Level Agreement (SLA) related to the provision of the REACH capability as laid down in Annex H of the Contract Special Provisions, the Contractor shall not be entitled to claim an excusable delay nor any compensation.

36. THIRD PARTIES

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

36.2. The Contractor shall have no rights to raise claims, ask for delays, or interrupt the performance of the Contract on the basis of, or in connection with, its

responsibilities to work/co-ordinate with third parties running work on or related to this Project.

36.3. The above described effort is already included in the Total Firm Fixed price of this Contract and the Contractor shall have no recourse for additional costs or delays in the performance of this Contract on the basis of the above described effort.

36.4. The Purchaser reserves the right to make technical documentation, even in draft version, delivered under this Project available to any third parties.

37. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES

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

37.1.1. Project Management Plan (PMP)

37.1.2. Ramp-Up Stage Plan

37.1.3. First Stage Execution Plan

37.1.4. Programme Risk Management Plan

37.1.5. Programme Support Plan

37.2. This documentation because of the nature of the performance under the Contract will be subject to changes and revisions. The frequency and dynamics of these changes and revisions would make it unfeasible to ratify a new version of the documentation via a formal Contract amendment at the time it is produced and approved by the Purchaser. Consequently during the course of formal reviews the Purchaser Contracting Authority will evaluate any changed documentation and subject to the terms of the Contract validate its adequacy and, at its sole discretion provide for its approval in writing indicating which updated documentation is approved.

37.3. Subject to the exception noted in paragraph 37.4 below, any formally Purchaser approved documentation shall be deemed as made part of the Contract and shall replace any existing previous version.

37.4. The Purchaser is under no obligation to approve any proposed revised document except as in accordance with the terms of the present Contract. Rejection of any proposed changes shall not discharge the Contractor, in whole or in part, of its responsibility for the performance under the Contract.

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

END OF CLAUSES

ANNEX A. KEY PERSONNEL

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

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

EDC: Effective Date of Contract

ANNEX B. NON DISCLOSURE DECLARATION

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

I UNDERSTAND:

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

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

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

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

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

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

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

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

_____ _____

Full name (in block capitals) Date

_____

Signature

ANNEX C. CONTRACTOR BACKGROUND IPR

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

Item	Description / IP Ownership	Indicate if COTS[1]

b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor's obligations under the Contract.

c. The Contractor Background IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

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

ANNEX D. SUBCONTRACTOR AND THIRD PARTY IPR

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

Item	Description / IP Ownership	Indicate if COTS[1]

b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor's obligations under the Contract.

c. The Subcontractor and Third Party Background IPR stated above complies with the terms specified in Clause 22 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCI Agency Contract General Provisions.

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

ANNEX E. STANDBY LETTER OF CREDIT TEMPLATE

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of **€ 300,000.00 (Three Hundred Thousand Euro)**. We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-14171-PMIC dated _____.

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

   a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn its Bid, or stated that it does not consider its Bid valid or agree to be bound by its Bid, or

   b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or

   c) The NCI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or

   d) The NCI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this letter of credit at any time upon sixty (60) calendar days' notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

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

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

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, "Drawn under {issuing bank} Letter of Credit No. {number}" and indicate the date hereof.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein

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

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

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

ANNEX F. TASK ORDER FORM

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

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

- Belgium: EUR 0.50
- The Netherlands: EUR 0.57

AIR TRAVEL:

PER DIEM RATES

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

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

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

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

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

1. Introduction

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

2. Parties

2.1. This Service Level Agreement is only valid between the parties listed hereafter.

2.1.1. Service Provider: NATO Communications and Information Agency (hereinafter referred to as "NCI Agency")

2.1.2. Service Sponsor: CUSTOMER PROJECT NAME (hereinafter referred to as "The Customer")

3. Service period

3.1. **Start Date:** DATE (Hereinafter the Start Date is referred to as "Service Start")

3.2. **End Date**: DATE (Hereinafter the End Date is referred to as "*Service End*")

3.3. This SLA shall cover the period between Start Date and End Date. (Hereinafter this period is referred to as "*Service Period*")

4. Signatures

For the Service Provider:	**For the Service Sponsor:**
……	……
Name:	Name:
Title: REACH Service Manager	Title:
Date:	Date:

5. References

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

6. Funding

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

7. Service Charges

7.1. Standard Charges

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

7.1.2. Total amount: [TBD]

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

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

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

7.3. Payment and Invoices

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

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

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

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

NCI Agency costs are not subject to VAT.

8. Roles

8.1. Customer, points of contact:

Organisation	Name, Position and Role	Address and Contact Information
POC		

8.2. REACH Users

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

8.3. NCI Agency:

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

9. General Overview

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

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

9.2.1. Provision of REACH capability for The Customer;

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

9.2.3. Responsibilities of NCI Agency and the Customer.

10. Provided Capability

10.1. References

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

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

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

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

10.1.1.4. Support through NCI Agency Service Desk.

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

10.1.1.5.1. Microsoft Windows 7;
10.1.1.5.2. Microsoft Office 2013 Professional;
10.1.1.5.3. Lync 2013;
10.1.1.5.4. McAfee Anti-Virus protection;
10.1.1.5.5. Adobe Reader XI;
10.1.1.5.6. Cisco AnyConnect VPN Client;
10.1.1.5.7. NCI Agency Reach Compliance Check application;

10.2. Scope

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

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

10.3. Aim

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

10.4. Limits

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

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

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

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

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

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

10.5. Assumptions

10.5.1. The following assumptions apply to this project:

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

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

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

10.5.1.4. Required changes to this project description and/or the provision of the REACH capability will be jointly assessed and the implementation agreed between the Parties. The implementation of changes may have an impact on the charges which will be handled through an update of this project description.

10.5.1.5. Management and scheduling of all *NCI Agency* activities related to the provision of the REACH capability will be conducted in accordance with the service description (ref. [1]).

11. Standards and Quality

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

12. Roles and Responsibilities

12.1. The roles and responsibilities for the provision of the REACH capability are defined in Reference A, but summarized also herein:

12.1.1. *The Customer* receives *The Requested Number* of REACH system terminals.

12.1.2. *NCI Agency* provides the REACH capability and related services.

12.2. NCI Agency's responsibilities

12.2.1. *NCI Agency*'s responsibilities are:

12.2.1.1. Provides the REACH capability including basic end-user training (1.5 hours duration) at the NCI Agency Service Delivery The Hague or Brussels site;

12.2.1.2. Grants temporary use of REACH hardware and the software licences for the Contracted period;

12.2.1.3. Meets response times associated with the priority assigned to incidents and change requests as stipulated in the Service Catalogue;

12.2.1.4. Notifies The Customer about all scheduled maintenance through email;

12.2.1.5. Communicates all issues with The Customer;

12.2.1.6. Implements the processes defined in this project description and in the NCI Agency BLST Service Catalogue to support the REACH capability;

12.2.1.7. Provides backup on portals and shred drives.

12.3. *The Customer* Team Responsibilities

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

12.3.1.1. Provides the internet access required for Remote Access via NCI Agency Service Delivery REACH;

12.3.1.2. Backup of files and data of the REACH on NR accredited media on an authorized Removable Storage Device provided by service provider;

12.3.1.3. Provides a NATO security clearance for up to and including NATO SECRET for the personnel using the REACH capability. It is the responsibility of the REACH capability user to ensure that the Service Provider has a valid and registered Security Clearance during the service period. If the user fails to provide a valid Security Clearance, the user account will automatically be disabled on the recorded expiration date on the registered Security Clearance;

12.3.1.4. Provides the contact details of the local Security Officer/Manager and the commitment to apply NATO rules as defined in CM(2002)49, NCI Agency AD3-2, and NCI Agency NR SECOPS for the investigation;

12.3.1.5. Signs and implements the NR SECOPS;

12.3.1.6. Returns the equipment at the end of the project at its expenses to NCI Agency Service Desk.

13. Hours of Coverage, Response Times & Escalation

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

14. Incidents

14.1. Any incidents (Problems/issues) need to be reported either by email to servicedesk@ncia.nato.int or by phone to +31703743320.

14.2. *Response to Incidents:*

14.2.1. *NCI Agency* will assess the incident, identify criticality and respond to the *The Customer* within one business day.

14.3. *Prioritization:*

14.3.1. Any prioritization with respect to time and effort for the incidents, which cannot be resolved immediately, will be discussed with *The Customer*.

14.4. *Resolution of disagreements:*

14.4.1. In case of disagreements, all disputes shall be resolved by consultation between the Parties and shall not be referred to any national or international tribunal or other third party for settlement.

15. Changes

15.1. For any changes of the REACH capability which will be required to be made during the use of the REACH capability, *NCI Agency* will inform *The Customer* one week prior to the event and inform about the required consequences.

15.2. Any changes concerning the elements provided by *The Customer* need to be communicated to the POC Service Owner as per 8.3 above one week prior to the event.

16. Maintenance

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

17. Reporting, Reviewing and Auditing

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

18. Associated Policies, Processes and Procedures

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

19. Duration, Termination

19.1. The REACH capability will be provided for *The Service Period*.

19.2. If the *NCI Agency* discontinues the REACH capability for any reason, it will notify such termination with three (3) months written notice.

19.3. *The Customer* may terminate this agreement with three (3) months written notice. Charges for early termination may apply.

19.4. For a one year subscription *The Customer* may terminate this agreement with no refund.

19.5. The hardware must be returned to the NCI Agency Service Desk. It is recommended to request a receipt from the NCI Agency Service Desk upon returning the hardware.

BOOK II-PART I-SCHEDULE OF SUPPLIES AND SERVICES (SSS)

CO-14171-PMIC

BASIC CONTRACT (RAMP-UP STAGE (6 months) + 1st EXECUTION STAGE (12 months))

RAMP-UP STAGE (6 months)

CLIN	DESCRIPTION	SOW REFERENCE	WP REFERENCE	REQUIRED COMPLETION DATE	DELIVERY METHOD	DELIVERY DESTINATION	UNIT	QTY	UNIT PRICE	PRICE (Currency)	Comments
1.1	**Work Package 1: Project Management (Ramp-Up Stage)**										
1.1	**Project Management (Ramp-Up Stage)**										
1.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
1.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.1.7	Project Kick-off Meeting	3.15.2	3.19.4.2.1	EDC + 2w	N/A	NCIA, The Hague	Each	1	€ -	€ -	
1.1.8	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
1.1.9	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
1.1.10	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.1.11	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
1.1.12	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 1.1	€ -	
1.2	**Work Package 2: PMIC Programme/Project Support (Ramp-Up Stage)**										
1.2.	**PMIC Programme/Project Support (Ramp-Up Stage)**										
1.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.5	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.6	Project Models	4.2.10.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.7	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.8	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.9	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.10	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.11	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.12	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.13	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.14	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.15	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.16	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.17	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
1.2.18	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.19	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.20	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.21	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.22	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.23	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.24	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.25	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.26	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.27	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.2.28	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.29	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.2.30	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 1.2	€ -	
1.3	**Work Package 3: Testbed Support (Ramp-Up Stage: Task Order (Level of Effort or Completion)-Not to Exceed 550 man-days)**										
1.3	**Testbed Support (Ramp-Up Stage)**										
1.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
1.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 1.3	€ -	
1.4	**Work Package 4: Project Assurance Support (Ramp-Up Stage: Task Order (Level of Effort or Completion)-Not to Exceed 135 man-days)**										
1.4	**Project Assurance Support (Ramp-Up Stage)**										
1.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
1.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 1.4	€ -	
									TOTAL PRICE FOR RAMP-UP STAGE	€ -	

1st EXECUTION STAGE (12 months)											
2.1	**Work Package 1: Project Management (1st Execution Stage)**										
2.1	**Project Management (1st Execution Stage)**										
2.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
2.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.1.7	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
2.1.8	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
2.1.9	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.1.10	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
2.1.11	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 2.1	€ -	
2.2	**Work Package 2: PMIC Programme/Project Support (1st Execution Stage)**										
2.2	**PMIC Programme/Project Support (1st Execution Stage)**										
2.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.5	Programme Blueprint	4.2.4.3.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.6	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.7	Programme Tranches	4.2.9.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.8	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.9	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.10	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.11	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.12	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.13	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.14	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.15	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.16	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.17	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.18	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
2.2.19	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.20	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.21	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.22	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.23	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.24	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.25	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.26	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.27	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.28	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.2.29	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.30	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.2.31	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 2.2	€ -	
2.3	**Work Package 3: Testbed Support (1st Execution Stage: Task Order (Level of Effort or Completion)-Not to Exceed 1100 man-days)**										
2.3	**Testbed Support (1st Execution Stage)**										
2.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
2.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 2.3	€ -	
2.4	**Work Package 4: Project Assurance Support (1st Execution Stage: Task Order (Level of Effort or Completion)-Not to Exceed 540 man-days)**										
2.4	**Project Assurance Support (1st Execution Stage)**										
2.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
2.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 2.4	€ -	
									TOTAL PRICE FOR 1st EXECUTION STAGE	€ -	
									GRAND TOTAL PRICE FOR RAMP-UP STAGE + 1st EXECUTION STAGE	€ -	

CONTRACT OPTION (2nd EXECUTION STAGE (12 months) + 3rd EXECUTION STAGE (12 months))											
2nd EXECUTION STAGE (12 months)											
3.1	Work Package 1: Project Management (Option: 2nd Execution Stage)										
3.1	Project Management (Option: 2nd Execution Stage)										
3.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
3.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.1.7	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
3.1.8	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
3.1.9	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.1.10	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
3.1.11	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 3.1	€ -	
3.2	Work Package 2: PMIC Programme/Project Support (Option: 2nd Execution Stage)										
3.2	PMIC Programme/Project Support (Option: 2nd Execution Stage)										
3.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.5	Programme Blueprint	4.2.4.3.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.6	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.7	Programme Tranches	4.2.9.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.8	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.9	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.10	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.11	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.12	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.13	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.14	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.15	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.16	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.17	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.18	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
3.2.19	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.20	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.21	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.22	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.23	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.24	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.25	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.26	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.27	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.28	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.2.29	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.30	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.2.31	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 3.2	€ -	
3.3	Work Package 3: Testbed Support (Option: 2nd Execution Stage: Task Order (Level of Effort or Completion)- Not to Exceed 1100 man-days)										
3.3	Testbed Support (Option: 2nd Execution Stage)										
3.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
3.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 3.3	€ -	
3.4	Work Package 4: Project Assurance Support (Option: 2nd Execution Stage:Task Order (Level of Effort or Completion)-Not to Exceed 540 man-days)										
3.4	Project Assurance Support (Option: 2nd Execution Stage)										
3.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
3.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 3.4	€ -	
									TOTAL PRICE FOR 2nd EXECUTION STAGE (OPTION)	€ -	

3rd EXECUTION STAGE (12 months)											
4.1	**Work Package 1: Project Management (Option: 3rd Execution Stage)**										
4.1	**Project Management (Option: 3rd Execution Stage)**										
4.1.1	Project Management Plan	3.6	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.2	Stage Plan	3.7	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.3	Project Workspace	3.10	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.1.4	Project Work Breakdown Structure	3.11	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.5	Project Master Schedule	3.12	3.19.4.2.1	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
4.1.6	Risk Log	3.13	3.19.4.2.1	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.1.7	Project Checkpoint Reviews	3.15.3	3.19.4.2.1	Monthly	N/A	NCIA, The Hague	Lot	6	€ -	€ -	
4.1.8	Other Meetings	3.15.4	3.19.4.2.1	As required	N/A	NCIA, Workspace	Each	1	€ -	€ -	
4.1.9	Meeting Minutes	3.15	3.19.4.2.1	Meeting + 3D	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.1.10	Project Highlight Reports	3.16	3.19.4.2.1	Monthly	Electronic	NCIA, Workspace	Each	6	€ -	€ -	
4.1.11	Draft Task Orders	3.22	3.19.4.2.1	As required	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
									TOTAL PRICE CLIN 4.1	€ -	
4.2	**Work Package 2: PMIC Programme/Project Support (Option: 3rd Execution Stage)**										
4.2	**PMIC Programme/Project Support (Option: 3rd Execution Stage)**										
4.2.1	Programme Brief	4.2.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.2	Bi-SC AIS Implementation Plan (BAIP)	4.2.4.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.3	Project Dossiers	4.2.4.3.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.4	Programme Product Breakdown Structure	4.2.4.3.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.5	Programme Blueprint	4.2.4.3.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.6	Dependency Structure Matrix	4.2.5.1.4	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.7	Programme Tranches	4.2.9.3.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.8	Project Brief	4.2.10.2.1.2.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.9	Programme Issue Log	4.3.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.10	Project Issue Log	4.3.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.11	Programme Communications Plan	4.4.2.2.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.12	Programme Highlight Report	4.4.2.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.13	Investment Committee Report	4.4.2.6.4	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.14	Programme Risk Management Strategy	4.5.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.15	Programme Risk Log	4.5.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.16	Project Risk Log	4.5.3.2.2.1	3.19.4.2.2	NLT 2w after requested	Online	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.17	Programme Master Schedule	4.6.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.18	Project Schedule	4.6.3.2.1.1	3.19.4.2.2	NLT 2w after requested	Electronic	NCIA, Workspace	Lot	1	€ -	€ -	
4.2.19	Programme Configuration Management Plan	4.8.2.2.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.20	Programme Configuration Management Repository	4.8.2.3.3.1.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.21	Programme Quality Log	4.9.4.1.4	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.22	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.23	Programme Open Technical Repository Design Review	4.12.2.1.6.3	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.24	Programme Service Catalogue	4.10.2.1.5.1	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.25	Programme Architecture Repository	4.12.2.1.6	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.26	Programme Requirements Baseline	4.14.2.1.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.27	Test Scenario	4.11.2.1.1.2	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.28	Service Provisioning Models	4.16.3.2.1.1	3.19.4.2.2	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.2.29	Process Documentation	4.13.3	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.30	Process Asset Library	4.4.2.5.2.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.2.31	Lessons Learned Log	4.2.11.10.2	3.19.4.2.2	Fill based on proposed PMS	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 4.2	€ -	
4.3	**Work Package 3: Testbed Support (Option: 3rd Execution Stage: Task Order (Level of Effort or Completion)- Not to Exceed 1100 man-days)**										
4.3	**Testbed Support (Option: 3rd Execution Stage)**										
4.3.1	Programme Test Requirements Baseline	4.11.4.3.2	3.19.4.2.3	EDC + 4w and as changes occur	Online	NCIA, Workspace	Each	1	€ -	€ -	
4.3.2	Programme Test Plan	4.11.4.4.1	3.19.4.2.3	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.3	System Security Requirements Specification	4.11.4.5.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.4	Security Accreditation Plan	4.11.4.5.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.5	Security Test and Evaluation Plan	4.11.4.5.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.6	Testbed High-Level Design	4.11.4.6.1	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.7	Testbed Detailed Design	4.11.4.6.2	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.8	Testbed Test Plan	4.11.4.6.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.3.9	Testbed Schedule	4.11.4.9.3	3.19.4.2.3	Fill based on proposed PMS	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 4.3	€ -	
4.4	**Work Package 4: Project Assurance Support (Option: 3rd Execution Stage: Task Order (Level of Effort or Completion)-Not to Exceed 540 man-days)**										
4.4	**Project Assurance Support (Option: 3rd Execution Stage)**										
4.4.1	Verification and Validation Plan	4.15.4.2.2	3.19.4.2.4	EDC + 4w and as changes occur	Electronic	NCIA, Workspace	Each	1	€ -	€ -	
4.4.2	Verification and Validation Report	4.15.4.3	3.19.4.2.4	Monthly, NLT 2w after requested	Online	NCIA, Workspace	Each	1	€ -	€ -	
									TOTAL PRICE CLIN 4.4	€ -	

TOTAL PRICE FOR 3rd EXECUTION STAGE (OPTION)	**€ -**
GRAND TOTAL PRICE FOR 2nd EXECUTION STAGE + 3rd EXECUTION STAGE	**€ -**

SUMMARY

GRAND TOTAL (BASIC CONTRACT: RAMP UP STAGE + 1st EXECUTION STAGE)	**€ -**
GRAND TOTAL (OPTION 1: 2nd EXECUTION STAGE + OPTION 2: 3rd EXECUTION STAGE)	**€ -**
GRAND TOTAL (ENTIRE CONTRACT)	**€ -**

NATO COMMUNICATIONS AND INFORMATION AGENCY

CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

Index of Clauses

1. ORDER OF PRECEDENCE 1
2. DEFINITIONS OF TERMS AND ACRONYMS 1
3. AUTHORITY 4
4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS 4
5. LANGUAGE 5
6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS 5
7. FIRM FIXED PRICE CONTRACT 5
8. PERFORMANCE GUARANTEE 5
9. PARTICIPATING COUNTRIES 9
10. SUB-CONTRACTS 9
11. SECURITY 10
12. RELEASE OF INFORMATION 12
13. PURCHASER FURNISHED PROPERTY 12
14. CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES 14
15. HEALTH, SAFETY AND ACCIDENT PREVENTION 14
16. CHANGES 15
17. STOP WORK ORDER 16
18. CLAIMS 17
19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS 19
20. NOTICE OF SHIPMENT AND DELIVERY 22
21. INSPECTION AND ACCEPTANCE OF WORK 23
22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION 26
23. USE AND POSSESSION PRIOR TO ACCEPTANCE 27
24. OWNERSHIP AND TITLE 27
25. INVOICES AND PAYMENT 27
26. TAXES AND DUTIES 29
27. WARRANTY OF WORK (Exclusive of Software) 30
28. RIGHT OF ACCESS, EXAMINATION OF RECORDS 34
29. PATENT AND COPYRIGHT INDEMNITY 34
30. INTELLECTUAL PROPERTY 35
31. SOFTWARE WARRANTY 38
32. NATO CODIFICATION 41
33. RELEASE FROM CLAIMS 42
34. ASSIGNMENT OF CONTRACT 43
35. TRANSFER AND SUB-LETTING 43
36. PURCHASER DELAY OF WORK 43
37. CONTRACTOR NOTICE OF DELAY 44
38. LIQUIDATED DAMAGES 44
39. TERMINATION FOR DEFAULT 45

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER 48
41. DISPUTES 53
42. ARBITRATION 54
43. SEVERABILITY 55
44. APPLICABLE LAW 55
ANNEX 1 TO GENERAL PROVISONS: PURCHASER'S PRICING PRINCIPLES A1-1

1. ORDER OF PRECEDENCE

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

1.1. The Signature Page;

1.2. The Contract Schedules, Part I;

1.3. The Contract Special Provisions, Part II;

1.4. The Contract General Provisions, Part III;

1.5. The Statement of Work, Part IV of the Contract;

1.6. The Annexes to the Statement of Work.

2. DEFINITIONS OF TERMS AND ACRONYMS

2.1 ***Assembly*** - An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.2 ***Acceptance -*** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements.

2.3 ***Claims -*** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.

2.4 ***Clause -*** A provision of the Special or General Provisions of this Contract.

2.5 ***Codification Authority -*** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.

2.6 ***Commercial Off-the-Shelf Items (COTS) -*** The term “Commercially Off-the-Shelf Item (COTS)” means any item that is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;

a) is sold in substantial quantities in the commercial marketplace; and

b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

2.7 ***Component -*** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

2.8 ***Contractor Background IPR -*** Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.

2.9 ***Correction -*** Elimination of a Defect.

2.10 ***Contract -*** The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).

2.11 ***Contracting Authority -*** The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.

2.12 ***Contractor -*** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.

2.13 ***Day -*** A calendar day

2.14 ***Defect -*** Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

2.15 ***Deliverable -*** Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.

2.16 ***Design Defect -*** Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.

2.17 ***Effective Date of Contract (or "EDC") -*** The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.

2.18 ***Failed Component -*** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.

2.19 ***Foreground IPR*** - Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.

2.20 ***IPR -*** Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered of not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

2.21 ***Manufacturing Defect -*** Defect attributable to improper manufacturing processes, testing or quality control procedures.

2.22 ***NATO -*** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.

2.23 ***NCI AGENCY -*** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.

2.24 ***NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-*** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.

2.25 ***NATO Purposes -*** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.

2.26 ***Part -*** An item of an assembly or sub-assembly, which is not normally further broken down.

2.27 ***Participating Country -*** A NATO member country that participates in financing the effort.

2.28 ***Parties -*** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.

2.29 ***Purchaser*** - The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.

2.30 ***Purchaser Background IPR -*** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.

2.31 ***Purchaser Furnished Property -*** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.

2.32 ***Software (Computer Software) -*** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.

2.33 ***Software Defect -*** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

2.34 ***Sub-Assembly -*** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.

2.35 ***Sub-contract -*** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, *e.g.*, contract, purchase order, etc.

2.36 ***Sub-contractor -*** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

2.37 ***Third Party IPR -*** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.

2.38 ***Work -*** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.

3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.

3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.

3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the

terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

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

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

6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.

6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.

8.2. The Performance Guarantee, the negotiability of which shall not elapse

before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.

8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.

8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.

8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.

8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.

8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.

8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.

8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____. We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR).

2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

4. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.

5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the

then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ ("Final Expiry Date") without amendment.

6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.

7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any

such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

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

9. PARTICIPATING COUNTRIES

9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.

9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Participating Country.

9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.

9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.

9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.

10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the

Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.

10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:

10.3.1 the Sub-contract was not part of the Contractor's original proposal;

and

10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or

10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.

10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.

10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.

10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

11.2 In particular the Contractor undertakes to:

11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;

11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring

that all NATO classified information involved in the Contract is properly safeguarded;

11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;

11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;

11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;

11.2.7 limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;

11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;

11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;

11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own

contract;

11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;

11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

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

13. PURCHASER FURNISHED PROPERTY

13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this\ Contract pursuant to Clause 16 (Changes).

13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.

13.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

13.6 The inventory shall note whether:

13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);

13.6.2 The property was otherwise destroyed;

13.6.3 The property remains in possession of the Contractor;

13.6.4 The property was previously returned

13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.

13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.

13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or

others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

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

14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.

14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.

14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

16. CHANGES

16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:

16.1.1 Specifications (including drawings and designs);

16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;

16.1.3 Marking and method of shipment and packing;

16.1.4 Place of delivery;

16.1.5 Amount, availability and condition of Purchaser Furnished Property.

16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.

16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.

16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.

16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such

change.

16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.

16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.

16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.

16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

17. STOP WORK ORDER

17.1 The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.

17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.

17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:

17.3.1 cancel the Stop Work Order; or

17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).

17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.

17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;

17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.

17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

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

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

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

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including

applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

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

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

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

18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.

18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified

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

18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority, the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.

18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.

19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:

19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or

19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.

19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:

19.4.1 cost or pricing data;

19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and

19.4.3 a Certificate of Current Cost or Pricing Data, when required.

19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:

19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;

19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;

19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;

19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.

19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").

19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.

19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

_____

Name of Company

_____

Signature

_____

Printed Name of Signatory

_____

Title of Signatory

_____

Date of Signature

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

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a “Preferred Customer” basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of “Delivery Duty Paid” (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.

20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.

20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.

20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.

20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:

20.5.1 Purchaser's Contract number;

20.5.2 Contract item number, designation and quantities;

20.5.3 destination;

20.5.4 number and description of the packages (gross and net weight);

20.5.5 description of the goods and their value (for custom purpose only, not commercial value)

20.5.6 consignor's name and address;

20.5.7 consignee's name and address;

20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);

20.5.9 name and address of freight forwarder.

20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.

20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.

21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or “state of the art” complying with relevant (National and International) standards.

21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications.

Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).

21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.

21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:

21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or

21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).

21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.

21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).

21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being

performed.

21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.

21.12 All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the Work.

21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.

21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.

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

21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:

21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);

21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;

21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.

21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective

shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.

22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.

22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.

22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.

22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.

22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:

22.6.1 the items have been accepted;

22.6.2 the acceptance of the items is deferred pending further revision;

or

22.6.3 The items are rejected and significantly fail to meet Contract requirements.

22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.

22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.

23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.

23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total

prices and currency(ies) as set out under the Schedule of Work.

25.2 Invoices in respect of any Work or services shall be prepared and submitted to the Purchaser and shall contain all of the elements listed below:

25.2.1 Contract number;

25.2.2 Purchaser's Purchase Order number;

25.2.3 accounting codes (as specified in this Contract);

25.2.4 item number (as defined in the Contract);

25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and

25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.

25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.

25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

OR

shall be addressed to Financial Management at the following electronic address:
"NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT (note there is an underscore between BEL and E-INVOICES)

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

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

25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.

25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.

25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. TAXES AND DUTIES

26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.

26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.

26.4 If, after complying with all national and local legal and administrative

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

26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.

26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.

26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

27.1.1 “Acceptance” shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. “Acceptance”

in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

27.1.2 "Correction" shall mean the elimination of a defect;

27.1.3 "Work" shall not include software.

27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.

27.3 Unless another period of time is indicated in the Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.

27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.

27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.

27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.

27.7 In such rare cases where the Failed Component is either too large to be easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in

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

27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.

27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.

27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.

27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

27.13 The Contractor shall promptly comply with any timely written direction from

the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.

27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:

27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;

27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or

27.14.3 prepare and furnish data and reports as required by Clause 27.10.

27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:

27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:

27.16.2 correct the Work;

27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

27.16.3.1 obtain applicable data and reports; and/or

27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.

27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

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

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

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

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

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

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

29. PATENT AND COPYRIGHT INDEMNITY

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

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

29.3 This indemnity shall not apply under the following circumstances:

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

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

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

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

30. INTELLECTUAL PROPERTY

30.1 Purchaser Background IPR

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

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

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

30.2 Contractor Background IPR

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

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

30.3 **Foreground IPR**

30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.

30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.

30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.

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

30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.

30.3.6 The Contractor shall:

30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and

30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

30.3.7 The Contractor undertakes:

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

30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to:

(i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

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

30.4 **Third Party IPR**

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

30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).

30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser’s use.

30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are

compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

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

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

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

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

31.2 Notification Requirement

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

31.2.2 The Purchaser shall notify the Contractor upon discovery that a

defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

31.4.1 The rights and remedies of the Purchaser under this Software Warranty:

31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and

31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;

31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:

31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;

31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the

event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

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

31.5 Limitations and Exclusions from Warranty Coverage

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

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

31.6 Markings

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

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

32. NATO CODIFICATION

32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.

32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.

32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.

32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.

32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

32.6 Except as hereinafter provided, the Contractor shall require the Sub-

contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.

32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s),

his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.

32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.

32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.

32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: "http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"

32.11 Markings

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

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

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

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

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

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:

36.2.1 to the extent that performance would have been delayed or

interrupted by any other cause, including the fault or negligence of the Contractor; or

36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.

36.3 No claim under this Clause shall be allowed:

36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

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

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one

tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.

38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:

39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;

39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;

39.1.3 fails to meet the technical requirements or the Specifications of the Contract;

39.1.4 fails to comply with Clause 11 (Security);

39.1.5 transfer this Contract without the Purchaser’s prior written consent; or,

39.1.6 breaches any provision of this Contract.

39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:

39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.

39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.

39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:

39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or

39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser’s rights to terminate the Contract for default.

39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.

39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in

such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

39.7.1 any completed Work with associated rights ;

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

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

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

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

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

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

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

39.14 The rights and remedies of the Purchaser provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.

40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:

40.3.1 stop the Work on the date and to the extent specified in the notice of termination;

40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;

40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;

40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and

40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;

40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:

40.3.7.1 shall not be required to extend credit to any Buyer; and

40.3.7.2 may acquire any such property under the

conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;

40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.

40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance

for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.

40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:

40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;

40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;

40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and

40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract

and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.

40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.

40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2 if an appeal has been taken, the amount finally determined on such appeal.

40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12 If the termination hereunder is partial, prior to the settlement of the terminated

portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

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

41. DISPUTES

41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the

attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.

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

42. ARBITRATION

42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

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

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

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

42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.

42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues,

facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.

42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.

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

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

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

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

ANNEX 1 TO GENERAL PROVISONS: PURCHASER'S PRICING PRINCIPLES

A. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.

2. As may be requested by the Purchaser, the Contractor shall provide documentation that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.

3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.

4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.

5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.

6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

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

ii. Indirect Costs

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

(b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.

(c) It is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;

(d) It is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.

(e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

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

(a) Advertising costs

(b) Costs of remuneration, having the nature of profit sharing.

(c) Costs of maintaining, repairing and housing idle and excess facilities.

(d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.

(e) Losses on other contracts or on expected follow-on contracts

(f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).

(g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

(h) Costs incurred to raise capital.

(i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.

(j) Taxes on profits.

(k) Contractual penalties incurred.

(l) Commissions and gratuities.

(m) Interest on borrowings.

3. Rates and Factors

(a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.

(b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.

(c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.

(d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. A rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.

(e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.

(f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

(a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.

(b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.

(c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

PART IV

STATEMENT OF WORK (SOW)

FOR

PROGRAMME MANAGEMENT AND INTEGRATION CONTRACTOR (PMIC)

DOCUMENT CONTROL PAGE

VERSION HISTORY

Version	Author	Date	Reason for Change	Superseded Document
0.1	NCIA	23/01/16	Initial Version	-
0.4	NCIA	12/02/16	Internal Team Review	0.1
0.7	NCIA	22/03/16	Internal Coordination	0.4
0.8	NCIA	11/04/16	Internal coordination comments rolled in	0.7

TABLE OF CONTENTS

SECTION 1: Introduction....1
SECTION 2: Applicable Documents....19
SECTION 3: Project Management....24
SECTION 4: Programme Services....38
SECTION 5: Performance Management....93
SECTION 6: Contract Documentation Requirements....97
SECTION 7: Labor Categories....102

LIST OF FIGURES

Figure 1: Programme Services..... 11
Figure 2: Bi-SC AIS and other NATO Programmes 12
Figure 3: Programme Governance Structure 14
Figure 4: Notional Project Plan for the PMIC Contract..... 36
Figure 5: Conceptual Model of the Issue Management Process 51

LIST OF TABLES

Table 1: Bi-SC AIS Scope and Major Capability Packages 3
Table 2. Programme Information Spaces and Stakeholder Access 54
Table 3. Purchaser-furnished Information Tools 55
Table 4. Contract Documentation Requirements List 101

SECTION 1: INTRODUCTION

1.1. Background

1.1.1. The Bi-Strategic Commands Automated Information Services (Bi-SC AIS) is the information system which supports the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) business process when used in a NATO Command in either a static or deployed situation. The Bi-SC AIS is logically one information network, but physically is divided into several networks operating at different security levels. The Bi-SC AIS Information System nodes are connected together by the NATO General Purpose Segment Communication System (NGCS). The Bi-SC AIS uses the NGCS as its backbone for connectivity among NATO Command Structure (NCS) Headquarters (HQ). The combination of the NGCS communcations networks and the Bi-SC AIS is protected via the NATO Cyber Incidence Response Capability (NCIRC).

1.1.2. The Bi-SC AIS is understood to cover: Core Infrastructure Services, Operational Functional Services for C2, Logistic Services, Intelligence Services, Manpower and Personnel Services, Information Assurance Services and future services that can be considered to be closely related to the Bi-SC AIS and NGCS [Ref. 2.3.1.8].

1.1.3. The Bi-SC AIS is further detailed by a number of Capability Packages (CPs) stating the Military Requirement for Core Services (CS), Functional Services (FS), service management and control (SMC), and security and describing the resources which are needed to implement and maintain them. Taken together these approved CPs describe and programme more than one hundred projects which are identified as necessary to the implementation of the Bi-SC AIS.

1.1.4. In addition, the current information technology (IT) infrastructure operated by the NCI Agency is based on the assets and facilities of its predecessor organizations and those assets that were previously owned by the NATO HQs and Agencies. The NCI Agency is now in the process of implementing a programme for transforming the existing infrastructure to an enterprise-wide, consolidated, standardized and centrally managed cloud-based solution under IT Modernization (ITM) funded from CP 9C0150 [Ref. 2.3.1.8] and Bi-SC AIS needs to deliver enterprise enabling capabilities.

1.1.5. Taking a component-based architectural approach to avoid the risks associated with so called "big bang" implementations, the Strategic Commands have allocated the overall operational requirements for the Bi-SC AIS into a relatively large number of projects. Each project delivers an essential set of capabilities – such as geographic information services (GIS) – but also depends upon the deliverables from other projects – such as user workstations, formal messaging,

or functional services – to provide the fielded operational capability. NCI Agency is further componentising the implementation by identifying capabilities that are stand-alone functionality, with clear interface descriptions and can be reused by many projects – such as a C4ISR Visualisation (C4ISR Viz) software component to interact with the GIS server - inline with the Software Intensive Projects Task Force (SIP TF) Final Report [Ref. 2.3.1.6]. These components specifications will need to be configuration managed and change controlled by the Bi-SC AIS Implementation Office. The actual component software will be configuration managed and change controlled by the NCI Agency.

1.1.6. NCI Agency and the NATO Commands have always recognized that the consequence of this component-based approach to programme implementation comes with a initial cost of additional management and coordination at the programme level (of the relationship between projects and components over time) and of additional technical design, integration and testing to ensure that the products from the various projects will work together in the context of the overall system which may be delivered in programme tranches. To simplify operation, allow flexibility and scalability, and reduce operating costs, the various networks and clouds follow a common technical architecture and are constructed to the maximum extent possible from identical hardware and software components.

1.1.7. In addition, NATO has authorized other investments, such as: the Ballistic Missile Defence (BMD), Air Command and Control System (ACCS), Deployable Communication and Information Systems (DCIS), Alliance Ground Surveillance (AGS) and Active Network Infrastructure (ANWI) programmes, each of which has functional and performance specifications that will impact on numerous elements of the Bi-SC AIS, and NGCS. The coherent implementation with these BMD, ACCS, DCIS, AGS and ANWI capabilities requires a level of management and technical integration beyond the scope of any single existing Bi-SC AIS, or NGCS project and must be handled at a programme, as well as at the Portfolio level, with inter-programme processes, including dependency management and change control.

1.1.8. For these reasons, the NCI Agency established the Programme Management and Integration Capability (PMIC) project in 2011 to deliver, alongside Agency resources, a single, coherent capability encompassing all key cross-cutting programme management and integration responsibilities. This capability currently resides within the NCI Agency Bi-SC AIS Implementation Office (IO) and deals with delivering coherent capabilities for all the programme aspects of Bi-SC AIS, and NGCS. It is the nations' desire that some PMIC resources (such as tools, processes, services, etc.), may in the future, also be used to support other NCI Agency programmes.

1.2. Purpose

1.2.1. The purpose of this Contract is to improve the benefit realisation, quality, timeliness, cost-effectiveness, and interoperability of Bi-SC AIS, and NGCS services through performance of management and technical services encompassing all key cross-cutting programme management, programme support, integration and testing functions.

1.2.2. This Statement of Work (SOW) provides a description of required project and programme management and integration services. It establishes the full scope of services to be provided and the quality standards for their performance. However, the specific scope for the Contractor's work is defined through Stage Performance Goals, given as an annex to this SOW.

1.2.3. As stated in CP 9C0150, the "Bi-Strategic Commands Automated Information System (Bi-SC AIS) is one of the selected critical long-term enabling capabilities that support current and future operations, and Core Information Services for Command and Control is an integral part of Bi-SC AIS."

1.2.4. Table 1 lists the authorised capability packages covered fully as part of Bi-SC AIS and NGCS scope, as well as those CPs that are partially covered (where one or more serials within the CP is Bi-SC AIS or NGCS related in terms of scope) (Ref. 2.2.1.4.6). Table 2 lists the CPs that are currently under development and the expected future scope of the Bi-SC AIS and NGCS programme. The contractor and its sub-contractors shall be excluded from the award of projects listed under Table 1 (here in paragraph 1.2.4) and may be excluded from the award of projects listed under Table 2 (paragraph 1.2.6) which shows future CPs under development which are likely to be fully or partially within scope of Bi-SC AIS and NGCS. The contractor must note the exclusion clause identified in Clause 25 of the Contract Special Provisions of the Prospective Contract (Book II) regarding the participation in future contracts for Bi-SC AIS and NGCS Programme related products and services.

Table 1: Authorised Bi-SC AIS and NGCS Scope

CP	CP Name	Serial	Project Name
0A0104	**Core Communication Network Services NATO wide**		
		0CM03025	Provide Packet Transport Component
		0CM03028	Provide Network Transmission Services & Bandwidth Management
		0CM03029	Provide Network and Service Management
		0CM03031	Provide Public Information Access
		5CM00580	Provide Data Transfer & Message Handling System
		5IS03024	Extend the ACE AIS Core Capability to the MIS
0A0110	**Functional Services for Intelligence Support**		

CP	CP Name	Serial	Project Name
		0IS03062	Provide additional SIGINT COINS systems for new NATO member nations and deployed HQs
		0IS03063	Develop Intelligence Functional Services - Spiral 1
		0IS03064	Develop Intelligence Functional Services - Spiral 2
		0IS03065	Develop Intelligence Functional Services - Spiral 3
		0IS03066	Develop Intelligence Functional Services - Spiral 4
0A0149	**NATO Deployable C2 Assets**		
		0CM03036	Provide Deployable C2 Target Architecture and Interface Control Document
		5IS03003	Provide an Initial Deployable CIS Capability
0A0155	**Electronic Information Security Services (INFOSEC)**		
		0CM03039	Provide NATO On-Line Cryptographic Equipment
		0IS03004	Provide NCIRC IDS, Final Operational Capability
		0IS03067	Provide NATO Electronic Key Management System (NEKMS)
		0IS03069	Provide NATO Secure Information Exchange Interfaces (NSII)
		0IS03070	INFOSEC Management (NIM)
		0IS03071	Provide NATO INFOSEC Support
		0IS03072	Provide NATO Public Key Infrastructure (NKPI)
0A0155A01	**Electronic Information Security Services (INFOSEC) - Cyber Defence**		
		0IS03001	Provide NCIRC FOC - Phase 2
		0IS03002	Provide NCIRC FOC - Cyber Defense Command and Control
		0IS03003	Provide NCIRC FOC - Cyber Defense Support
		0IS03005	Provide NCIRC FOC - Cyber Defence Coordination and Support Centre
		0IS03006	Provide Bi-SC INFOSEC Program Management Office
0A0201	**Alliance Ground Surveillance (AGS)**		
		0IS030191	Extend Geo Scope of Bi SC AIS
		0IS030193	AIS Integration
		0VA03021	Provide Consultancy Support for NATO CIS Capability Management
		0VA03022	Provide Target Architecture and Project Portfolio Mgmt Support
0A1303	**NATO-Wide Theatre Missile Defence (TMD)**		
		0IS03073	Provide TMD Capability 1 IOC within the Bi-SC AIS

CP	CP Name	Serial	Project Name
		0IS03074	Provide NATO Ballistic Missile Defence Functions in Bi-SC AIS
0A1303 Revision 1	**Provide Ballistic Missile Defence Capability**		
		0IS03073	Provide TMD Capability 1 IOC within the Bi-SC AIS
		0IS03074	Provide NATO Ballistic Missile Defence Functions in Bi-SC AIS
		0IS03089	Provide NATO Balistic Missile Defence Inc 2 Functions in Bi-SC AIS
5A0007	**Provide Information System (IS) in Support of the Ops Mission Area**		
		0IS03076	Provide Land C2 Information Services (LC2IS), Phase 2
		0IS03077	Provide Combined Joint Situational Awareness
		0IS03079	Provide FS for C2 of Special Operations
		0IS03080	Provide FS for Environmental Support to Operations
		0IS03082	Provide FS for C2 of Combined Joint Operations
		0IS03083	Provide FS for C2 of Electronic Warfare
		5HQ00590	Obtain and Integrate Joint OPS FASS - Phase 2
		5HQ00592	Obtain and Integrate Land OPS Sub-FASS - Phase 2
		5HQ00593	Obtain and Integrate Air OPS Sub-FASS - Phase 2
5A0050 / 9B0020	**Provide Bi-SC Static Automated Information System (AIS) Core Capability**		
		5IS03021	Establish Bi-SC AIS Target Architectural Baseline
		5IS03022	Extend the Geographical Scope of ACE ACCIS
		5IS03023	Provide Information Exchange Services to Corps, Maritime Force Commanders, Multi National Divisions/Brigades within SFOR/KFOR, MODs and other Commands and Agencies
		5IS03024	Extend the ACE AIS Core Capability to the MIS
		5IS03025	Implement Further Evolution of the Bi SC AIS Core Capability
		5IS03026	Achieve Bi-SC AIS Core Convergence
		5IS03027	Provide Life Cycle Support Capability
		5IS03028	Document Management, Workflow and Index Services.
		5IS03029	Geographic Services (GIS)
		5IS03030	Enterprise Directory Services
		5IS03031	Information Portal
		5IS03032	Functional Evolution
		5IS03033	Preparation for FAS Integration

CP	CP Name	Serial	Project Name
		5IS03034	Bi-SC AIS Data Management Services
		5IS03035	Security Services
		5IS03036	Hardware Upgrades
5A0053 / 9B0010	**Provide and Maintain Information System for Manpower & Personnel Management (Personnel FAS)**		
		5HQ03042	Provide APMS
5A0054 / 9B0011	**Provide Enhanced Dissemination of Shared Early Warning Information**		
		5HQ03037	Provide Software Module for ICC/NEC CCIS
		5HQ03039	Provide Enhanced Dissemination of Shared Early Warning Information
		5HQ03040	Implement/Modify Network
		5HQ03041	Provide Enhanced Dissemination of Shared Early Warning Information
9C0101	**CP 9C0101 Move NATO CIS School**		
		4CM01112	Relocate and install NCISS equipment
9C0103	**Functional Services for Logistics C2 (LOG FS)**		
		0IS03042	Consolidate existing systems to provide Initial Operating Capability (IOC)
		0IS03043	Develop Logistic Functional Services - Spiral 1
9C0103A01	**CP 9C0103 Add1 - LOG FS Evolution**		
		0IS03044	Develop Logistic Functional Services - Spiral 2
		0IS03046	Develop Logistic Functional Services - Spiral 3
9C0107	**Functional Services for Command and Control of Operations (OPS FS)**		
		0IS03075	Provide Air C2 Information Services (Air C2IS), Phase 2
		0IS03076	Provide Land C2 Information Services (LC2IS), Phase 2
		0IS03077	Provide Combined Joint Situational Awareness
		0IS03078	Provide Functional Services for Command and Control of CBRN Defence
		0IS03079	Provide FS for C2 of Special Operations
		0IS03080	Provide FS for Environmental Support to Operations
		0IS03081	Provide Functional Services for Command & Control of Maritime Operations
		0IS03082	Provide FS for C2 of Combined Joint Operations
		0IS03083	Provide FS for C2 of Electronic Warfare

CP	CP Name	Serial	Project Name
		0IS03084	Update OPS FS Baseline
		0IS03085	Provide Functional Services for Education Training Exercises and Evaluation
		0IS03086	Provide Functional Services for Operational Planning
		0IS03087	Provide OPS FS Programme Management Support
		0IS03088	Provide FS for Defence Planning
9C0150	**Core Information Processing Services**		
		0IS03090	Provide NATO Messaging Service
		0IS03091	Infrastructure as a Service and IT Consolidation
		0IS03092	Software Upgrade and Hardware refresh of Fielded Baseline
		0IS03093	Provide Unified Communication and Collaboration Services
		0IS03094	Provide Web Enabling Services
		0IS03095	Provide Information Administration Services
		0IS03098	Upgrade Geographical Information Services
		0IS03099	Upgrade Enterprise Directory Service
		0IS03100	Upgrade Information Portal Service
		0IS03101	Upgrade Bi-SC AIS Service Management and Control (SM&C) Capability
		0IS03102	Provide Information Exchange Services

1.2.5. The Bi-SC AIS and NGCS scope is continuous. Therefore, this exclusion list (i.e. Table 1) is subject to frequent updates (with newly approved Bi-SC AIS and NGCS CPs) via amendments to the Contract.

1.2.6. CP and CP addenda's generation are on-going activities. Therefore, as of the date of the IFB release, the CPs below in Table 2, are under development. When these CPs are approved; their exclusion status will be decided and updated to Table 1 above per paragraph 1.2.5 above.

Table 2: CPs Under Development

CP #	Title	Submission Date
9C0102	Provide Services for Service Management and Control	March 2016
9C0120	CIS Security – Cybersecurity Services	March 2016
5A0109 A04	ACCS foundation Operational Capability	1st Q 2016
9C0122	CIS Security – Crypto Transformation Services	June 2016
0A0104A02	Extend NATO Core Communication Network Services to Montenegro	June 2016
5A0063A02	Provide and Maintain Required NATINAMDS Capability to Montenegro	June 2016

9C0150A01	Provide Static Automated Information System Core Capability to Montenegro	June 2016
9C0123	Core Communication Network Services	December 2016
9C0107A01	TRITON Mine Warfare Capability	February 2017
0A0110R1	Functional Services for Intelligence Support	July 2017
9C0107A02	Component-Level Air C2	October 2017
5A0115	Command and Control of Nuclear Operations	December 2017

1.3. Programme Management, Implementation and Operation

1.3.1. Programme Management and Integration

1.3.1.1. NCI Agency is referred to as NATO's principal C3 Capability Development and IT Service Provider in Delivery of C3 Capabilities and the Provision of IT Services to provide standardized enterprise-wide capabilities and services to all NATO Enterprise entities, distinct only when explicitly justified and agreed.

1.3.1.2. Given the NATO Enterprise approach, it is expected that the distinct roles (Operational Authority - OA, Transformation Authority - TA, Implementation Authority – IA, and Service Provisioning Authority - SPA) will be revised in the future, but currently, NCI Agency is considered the Host Nation for Bi-SC AIS, and NGCS.

1.3.1.3. As referred to in Alliance C3 Strategy [Ref. 2.3.1.9] the following goals are proposed to guide the activity of the stakeholders in the NATO nations, and it is intended to execute the management and direction of the Bi-SC AIS and NGCS programmes in the view of these goals:

1.3.1.3.1. Applying NATO established procedures and standards and using NATO products whenever beneficial.

1.3.1.3.2. Promoting standards, keeping them stabilized as much as possible.

1.3.1.3.3. Acknowledging that an advisory framework for NATO-led operations turns into a mandatory framework to be adhered to by nations when joining the federated network implemented for such an operation.

1.3.1.3.4. Proactively exploiting the efficient use of common resources and opportunities.

1.3.1.3.5. Identifying and measuring quantifiable indicators of interoperability.

1.3.1.4. Additionally, the Software Intensive Projects Task Force (SIP TF) Final Report [Ref. 2.3.1.6] identified around 30 different but interdependent root causes of the issues with Bi-SC AIS projects which can be broadly categorised as relating to requirements, regulations and risk. The Bi-SC AIS Implementation Office (IO) acknowledges the root causes and is adapting the Programme activities using the following guiding principles identified in the report:

1.3.1.4.1. Deliver Early and Often

1.3.1.4.2. Incremental and Iterative Development and Testing

1.3.1.4.3. Risk Management

1.3.1.4.4. Rationalized Requirements

1.3.1.4.5. Flexible/Tailored Processes

1.3.1.4.6. Knowledgeable and Experienced Software Project Workforce

1.3.1.5. Being the NCIA corporate knowledge of the Bi-SC AIS and NGCS programme implementation, the IO will use the PMIC to act as a hub for providing the specialized area of expertise on acquisition and management of SIPs. In this responsibility, the IO will implement the Componentisation of C4ISR Systems for better integration within the Bi-SC AIS and NGCS programmes. This will be done in cooperation with the military and financial stakeholders.

1.4. Programme Implementation Approach

1.4.1. The strategy for implemnting future capabilities aligns to the need for a flexible, modular approach for meeting future C4ISR requirements. It will allow definition of a single Bi-SC AIS architecture at the capability level, with an implementation that can vary according to business need in different command environments: Crisis Response Operations (CRO), NATO Response Force (NRF), Deployable Communication and Information Systems (DCIS), or Static Commands. It will function in and across multiple security classification domains: NU, NR, NS, MS, although not all information or functions will necessarily, of course, be available in all domains.

1.4.2. Bi-SC AIS and NGCS programmes are currently being realised by more than 150 projects, each fulfilling partial sets of the operational requirements. Projects, in the past 5 years, have been using shared resources and services provided by PMIC and therefore improved technical alignment and coherent design across

projects, as well as strict adherence to standards, was possible. This high level interaction spans the whole area of Bi-SC AIS C4ISR functions and information needs. The shared use of services implies the need for shared governance and change management, and causes mutual dependencies in planning, requirements (functional and non-functional), testing, and considerations for Operations and Maintenance (O&M) activities. The shared use of resources necessitates a coherent, concerted approach to integrated resource provision, capacity planning, authorization and authentication, and service management.

1.4.3. This essential implementation approach will continue and requires work to further mature, strengthen, and develop a number of aspects during the course of this project execution period, for example:

1.4.3.1. For the architecture at the capability level, the C3 Taxonomy (C3T) provides a mandatory basis. The C3T is evolving over time. The architecture at the capability level provides input to the definition of the Bi-SC AIS and NGCS programmes implementation roadmap and solution architectures for projects implementing individual or sets of services.

1.4.3.2. Programme level requirements will be matured and progress tracked;

1.4.3.3. The current per-project planning approach needs to become more concerted and consolidated; an integrated roadmap to componentization and SOA needs to be further developed and should be aligned with the overall programme implementation roadmap and programme release roadmap;

1.4.3.4. Programme and project governance processes geared for shared use of services and resources will continue;

1.4.3.5. Important parts of the enabling programme support infrastructure and resources will be maintained and enhanced;

1.4.3.6. Adherence to agreed standards that are documented in NATO Interoperability Standards and Profiles (NISP) [Ref..2.2.1.3.2], Service Interface Profiles (SIP) and others, will be enforced;

1.4.3.7. A holistic approach to testing and validation throughout the service lifecycle will be improved and programme outcomes and benefits will be planned and measured;

1.4.3.8. Coordination with other programmes on technical and planning matters will continue for harmonisation and change control.

1.4.4. NCI Agency's Bi-SC AIS Implementation Office (IO) runs the PMIC project contract.

1.4.5. IO is organised into two elements: programme execution and programme support office (PgSO), and is responsible for facilitating coherent, effective and integrated information services fulfilling the Minimum Military Requirements (MMR) in a timely and efficient manner. The following activities will be performed by the IO, with the support of PMIC:

1.4.5.1. Maintain, update, and extend the scope of the programme support infrastructure (processes, standards, tools, testbed, etc.) consistent with the Agency's overall support infrastructure and way ahead;

1.4.5.2. Support the planning of the programme and projects;

1.4.5.3. Support the monitoring and control of the programme and projects;

1.4.5.4. Communicate with programme stakeholders;

1.4.5.5. Ensure the programme and projects have the required technical and business integrity and quality and are fully aligned with the overall capability lifecycle and roadmaps;

1.4.5.6. Ensure that the programme delivers integrated capability that produces the desired outcomes and achieves the defined business benefits;

1.4.5.7. Provide a repository for the experience and knowledge gained, and provide programme management coaching and mentoring;

1.4.5.8. Enforce reuse wherever possible, and provide a library of processes and good examples; and

1.4.5.9. Conduct programme assurance and IV&V on projects.

1.4.6. The PMIC project contract will support 16 management and C4ISR technical services as shown in Figure 1.

Management Services	
1	Programme Management
2	Change Management
3	Communications Management
4	Risk Management
5	Schedule Management
6	Cost Management
7	Configuration Management
8	Quality Management

C4ISR Technical Services	
9	Systems Engineering
10	Integration Management
11	Software Engineering and Design
12	Operational User Experience (UX)
13	Requirements Management
14	Programme Assurance
15	Transition Management
16	Information Security Management

Figure 1: Programme Services

1.5. Interfaces with Existing Programmes and Processes

1.5.1. The Bi-SC AIS and NGCS implementation business process interfaces with the business processes of:

1.5.1.1. Bi-SC AIS Operational use as carried out by Allied Command Operations (ACO);

1.5.1.2. Bi-SC AIS and NGCS Maintenance and Support, including training, as carried out by NCI Agency; and

1.5.1.3. NATO Transformation and Capability Management as carried out by Allied Command Transformation (ACT).

1.5.2. The ACT Programmes of Work (POW) contain many elements pertaining to the Bi-SC AIS, and NGCS. The PMIC function will be required to elaborate and interface with these endeavours in areas of systems engineering, Operational User Experience (UX), requirements management, implementation roadmaps, solution architecture and integration.

1.5.3. As the primary set of command, control and management information services for the NATO Command Structure, the Bi-SC AIS, and NGCS has interfaces and interdependencies with every other CIS-intensive programme in NATO, as well as with national and multi-national programmes. The Bi-SC AIS and NGCS Implementation business process also interoperates with the business processes supporting other NATO programmes or capabilities such as ANWI, ACCS, DCIS, AGS, and BMD. Management structures have or are being established to direct the coordination of common issues between programmes. The PMIC function must support the identification, verification, and control of technical interfaces between the Bi-SC AIS and NGCS, and these other programmes and projects as shown in Figure 2.

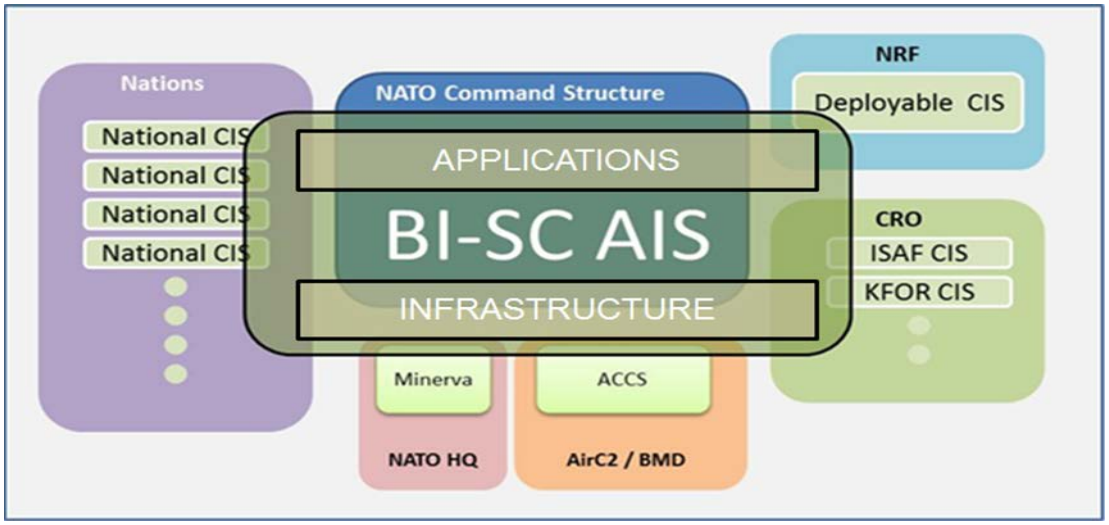


Figure 2: Bi-SC AIS, and NGCS, and other NATO Programmes

1.5.4. This means that the programme must support the specification, implementation, verification, and control of these interfaces and interdependencies. It is to be noted that this integration with other programmes requires not only a point to point approach, but also a strong coordination with the Air and the Missile Defence COI as it is demanded by the inter-programme scope.

1.5.5. PMIC currently manages interfaces and interdependencies (that are many and high in complexity) between these projects. In the coming years, interfaces and interdependencies will increase significantly. There will be multiple baselines for each project and this needs to be organised. The management and integration support of the PMIC will be essential for control and change.

1.6. NCI Agency governance functions for the Bi-SC AIS and NGCS Programmes

1.6.1. Within the NCI Agency, the Bi-SC AIS Implementation Office must work closely with the Directorates of Service Strategy, Applications Services, Infrastructure Services, and DSO, and in accordance with Agency Directives and NATO approved Policies and Directives.

1.6.2. As defined in the NATO CIS Directive in Support of Capability Management [Ref. 2.2.1.4.5], the primary responsibility of the Implementation Authority (IA) is to coordinate the procurement, delivery and implementation of C4ISR capabilities, systems and services. Specifically, the IA is assigned the following tasks:

1.6.2.1. Architecture development and system design
1.6.2.2. Implementation planning and execution
1.6.2.3. Acquisition management and coordination
1.6.2.4. Engagement in and coordination of life-cycle management during the whole life-cycle
1.6.2.5. System integration management

1.6.3. Additionally the NCI Agency is also the Service Provisioning Authority (SPA) for the Bi-SC AIS and NGCS programmes with the following responsibilities:
1.6.3.1. Accept C4ISR capabilities, systems and services to assume responsibility for service provision
1.6.3.2. Provide secure end-to-end information processing and exchange services
1.6.3.3. Detailed architectural planning and implementation of services
1.6.3.4. Service delivery management (including service continuity management and SLA)
1.6.3.5. Undertake Configuration Control of fielded systems (jointly with ACO)
1.6.3.6. Fault management
1.6.3.7. Security management

1.6.4. Given the complex set of stakeholders, policies, and resourcing arrangements within which the Bi-SC AIS and NGCS programmes must be implemented, their governance involves an equally complex set of committees, boards, working groups, panels and other bodies within NATO and national organizations. Several important stakeholders are listed below.

1.6.5. The NATO C3 Coordination Group (C3CG), with PMG and IPSGs provides overall governance and direction for Bi-SC AIS and NGCS programmes as well as others such as DCIS. The supporting management structure is given in the following figure:

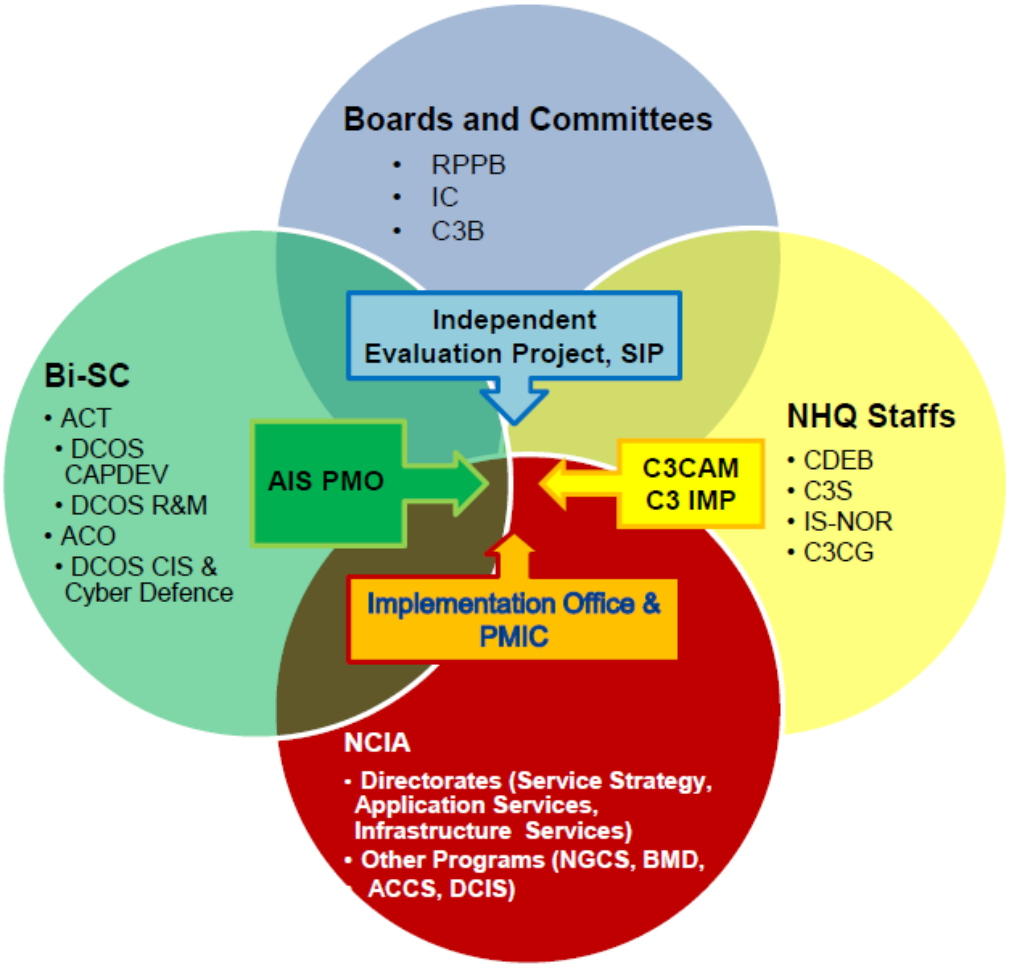


Figure 3: Programme Governance Structure

1.6.6. Additionally, the Bi-SC AIS Programme Management Office (AIS PMO) which is the Strategic Commands office acting as hub for Bi-SC AIS and NGCS stakeholders, and the Independent Evaluation and Performance Assessment Capability project (IPEAC) providing unbiased assessment for CP 9C0150, are other vehicles to build the lifecycle support of the complex programme elements.

1.7. Existing Capabilities

1.7.1. The PMIC was originally created through project 2001/5IS03027 in Capability Package 5A0050/9B0020 and has been operating since 2011 through 3 one year execution stages. The execution stages after 2013 were funded from Capability Package 9C0150.

1.7.2. Following contract award in 2011, a strong core programme and project management support function was built, supported by a integrated tool set, and has established a set of programme planning capabilities that monitor and forecast implementation activities, technological developments, capability delivery and changes in the NATO business.

1.7.3. In the second execution stage, the processes were put in place and the test and integration capability started to operate along with the complementary project independent verification and validation activities (PIV&V).

1.7.4. During the third execution stage, these capabilities were extended to improve the ability of the implementation office to manage the interdependencies among projects, the alignment of the programme with changes in the NATO Command Structure (NCS) and the establishment of the NCI Agency.

1.7.5. The fourth and fifth execution stages focused on the growth of the workload with an emphasis on increased efficiency of the Software Intensive Projects (SIP) through controlling costs and implementing proactive management. Additionally, a proactive approach to programme coherence is showing its effect in the start-up of the projects. Furthermore, PMIC's systems engineering, software engineering and technical design, operational user experience (UX), and interoperability related activities supported the Bi-SC AIS implementation.

1.7.6. The 6th execution stage (Jan 2016 – June 2017), which is the last execution stage before re-competition, is being executed as a stabilization and transition stage.

1.7.7. The current Bi-SC AIS Implementation Office (IO) consists of:

1.7.7.1. 3 NCI Agency staff, who are funded by internal engineering services (IES) budget line of the project, provide the corporate presence and execute management and governance responsibilities:

1.7.7.1.1. Programme Manager (PgmM) (also the Chief of the Implementation Office),

1.7.7.1.2. Programme Integration and Test Manager (I&TM), and

1.7.7.1.3. Programme Technical Design Authority (pTDA)[1].

1.7.7.2. 18 Full Time Equivalent (FTE) contractors, in two geographic locations,

1.7.7.3. A full set of integrated tools,

1.7.7.4. An integration testbed, and

1.7.7.5. 4 FTE Programme Independent Validation and Verification (PIV&V) contractors.

1.7.8. Additional funds are available for subject matter expertise (SME) and support required during project implementation by means of provision of unique Agency internal resources to those projects under Bi-SC AIS and NGCS programmes.

1.8. Transition to New PMIC Contractor

1.8.1. It would be unrealistic to expect that the new PMIC contractor could become fully operational and effective immediately upon award of the new contract. A transition period of 6 months is envisaged during which the contractor will establish and begin to operate the functions described in this SOW. During this period the key personnel of the previous PMIC contractor will support the transition and knowledge transfer.

1.8.2. All of the functions to be carried out by the PMIC interrelate, but from a transition standpoint, are clearly dependent upon others. The PMIC would need, for example, to establish a solid integration requirements baseline through its Systems Engineering, Integration Management, Configuration Management and Change Management functions before it could finalize its Integration Testing function.

1.8.3. A series of interim milestones, through which the full-scale execution would be tracked, would be agreed between the NCI Agency and the new PMIC contractor. A fully functional PMIC, as described in the SOW Annex A, will be required to be operating within six months after the effective date of contract.

1.8.4. The transition to the new PMIC contractor will be performed with up to a 6 months overlap between the previous and new PMIC contractors.

1.9. Constraints

1.9.1. The implementation of an effective approach to management and integration of the Bi-SC AIS and NGCS programmes (see Table 1) must be achieved within the following key constraints:

[1] The overall NCI Agency Technical Design Authority (TDA) is vested in Director Service Strategy (Dir SStrat) or Chief Technology Officer (CTO) and the programme design ensured by pTDA needs to be consistent with the overall design.

1.9.1.1. The scope of approved Capability Packages and authorized NSIP projects (Tables 1 and 2).

1.9.1.2. NATO Policies, Directives and procedures, specifically

1.9.1.2.1. NATO procurement procedures.

1.9.1.2.2. NATO configuration management and quality assurance policies and procedures.

1.9.1.2.3. NATO C3 Policies

1.9.1.3. Existing Bi-SC AIS management procedures.

1.9.1.4. NCI Agency strategies, directives, principles, processes (Process Definition and Execution Documents, Standard Operating Procedures and Work Instructions), Portfolios, tools / repositories and architectures.

1.9.2. The proposed approach must not assume or require that these constraints can or will be changed—at least, not without a solid business case that provides strong justification and motivation for undertaking the change.

1.9.3. Existing authorized NSIP projects delivering specific system capabilities have been scoped to include such integration and PIV&V support as required to achieve a viable operational capability, this support does not extend to any functions outside the projects themselves.

1.9.4. Although Bi-SC AIS and NGCS projects are organized into two overall programmes, these projects remain within procurement, physical, and financial limits established by the NATO Investment Committee's (IC) authorization. For the foreseeable future, the authority to reallocate financial resources or transfer scope from one project to another has not been delegated by the IC to the Bi-SC AIS Implementation Office (IO).

1.9.5. For this reason, the need to manage the Bi-SC AIS and NGCS programmes within the limits of the fixed scope and price of individual projects will remain a significant constraint on any programme management and integration activities. In this respect, the IO must function as a clearing house, exchanging information about change among projects without taking actual control of any of the projects' financial resources or scope.

1.10. Statement of Work organisation

1.10.1. This Statement of Work (SOW) defines the general requirements for services and supplies to be provided under this Contract.

1.10.2. Section 2 identifies the compliance and reference documents referred to in this SOW.

1.10.3. Section 3 defines the project management requirements of this contract.

1.10.4. Section 4 defines the requirements for the 16 service areas that span the range of services to be provided under this contract.

1.10.5. Section 5 defines the performance management process that will be used to direct and assess the Contractor's performance of these services.

1.10.6. Section 6 is the Contract Documentation Requirements List (CDRL).

1.10.7. Section 7 identifies the responsibilities and experience and education requirements for the labour categories to be used in performance of this contract.

1.10.8. Annex A defines the performance goals for each stage of this Contract.

SECTION 2: APPLICABLE DOCUMENTS

2.1. Introduction

2.1.1. This SOW invokes a variety of NATO Policies and Directives, Standard NATO Agreements (STANAG) and Allied Quality Assurance Publications (AQAP). While these are NATO reference documents, there are national and international standards that are considered to be equivalent and are cited as such within these documents.

2.1.2. Where a national or international standard exists that is not specifically referenced in the STANAGs or AQAPs, the Contractor may propose to utilise such a standard if it can demonstrate to the satisfaction of the Purchaser that such a standard is equivalent to the STANAG or AQAPs in question.

2.1.3. The Purchaser, however, reserves the right to deny such a request and demand performance in accordance with the standard cited in the SOW.

2.2. Compliance Documents

2.2.1. NATO

2.2.1.1. Allied Configuration Management Publications (ACMP)

2.2.1.1.1. ACMP-1, NATO Requirements for the Preparation of Configuration Management Plans.

2.2.1.1.2. ACMP-2, NATO Requirements for Configuration Identification.

2.2.1.2. Allied Quality Assurance Publications (AQAP)

2.2.1.2.1. AQAP 2105, Edition 2, NATO Requirements for Deliverable Quality Plans.

2.2.1.2.2. AQAP 2110, Edition 2, NATO Quality Assurance Requirements for Design, Development, and Production.

2.2.1.3. Standard NATO Guidance (STANAG)

2.2.1.3.1. STANAG 6001, Language Proficiency Levels.

2.2.1.3.2. ADatP-34 NSIP (NATO Interoperability Standards and Profiles) Version V8

2.2.1.4. Allied Administrative Publications (AAP)

2.2.1.4.1. AAP 20 – NATO Programme Management Framework

2.2.1.4.2. AAP 48 – NATO System Lifecycle Processes

2.2.1.5. Other NATO Documents

2.2.1.5.1. AC/35-D/2005-REV1, INFOSEC Management Directive for CIS.

2.2.1.5.2. AC/35-D/1014-REV2, Guidelines for the structure and content of Security Operating Procedures (SecOPs) for CIS.

2.2.1.5.3. AC/35-D/1015-REV2, Guidelines for the Development of Security Requirement Statements.

2.2.1.5.4. NATO Architecture Framework, version 3.0.

2.2.1.5.5. AC/322-D(2008)0031 REV1-AS1, NATO CIS Policy and Directive to Support Capability Management, 4 May 2009.

2.2.1.5.6. AC/4(PP)N(2014)0100 NCIA Programme Management and Integration Capability Exclusion Clause.

2.2.2. Non-NATO

2.2.2.1. International Organization for Standardization (ISO), International Electrotechnical Commission (IEC) and Institute of Electrical and Electronics Engineers (IEEE)

2.2.2.1.1. ISO/IEC/IEEE 15288:2015 Systems and Software Engineering – System life cycle processes.

2.2.2.1.2. ISO/IEC/IEEE 12207:2008 Systems and Software Engineering – Software life cycle processes.

2.2.2.1.3. ISO/IEC/IEEE 15289:2015, Systems and Software Engineering — Content of life cycle information items (documentation).

2.2.2.1.4. ISO/IEC 24748:2010, Systems and Software Engineering – Life cycle management

2.2.2.1.5. ISO/IEC 21827:2008, Information technology -- Systems Security Engineering -- Capability Maturity Model (SSE-CMM®).

2.2.2.1.6. ISO 9241 Ergonomics of human-system interaction -- Part 100:2010 Introduction to standards related to software ergonomics -- Part 129: Guidance on software individualization -- Part 143:2012 Forms -- Part 151:2008 Guidance on World Wide Web user interfaces -- Part 161:2016 Guidance on visual user-interface elements -- Part 210:2010 Human-centred design for interactive systems

2.2.2.1.7. ISO/IEC 25060:2010 Systems and software engineering -- Systems and software product Quality Requirements and Evaluation (SQuaRE) -- Common Industry Format (CIF) for usability: General framework for usability-related information

2.2.2.1.8. ISO/IEC 25064:2013 Systems and software engineering -- Software product Quality Requirements

and Evaluation (SQuaRE) -- Common Industry Format (CIF) for usability: User needs report

2.2.2.1.9. ISO Guide 73:2009 Risk management —Vocabulary — Guidelines for use in standards.

2.2.2.2. Project Management Institute (PMI)

2.2.2.2.1. Organizational Project Management Maturity Model (OPM3).

2.2.2.2.2. Standard for Program Management, Third Edition.

2.2.2.2.3. A Guide to the Project Management Body of Knowledge (PMBOK Guide), Fifth Edition.

2.2.2.2.4. Practice Standard for Work Breakdown Structures, Second Edition.

2.2.2.3. Carnegie Mellon University Capability Maturity Model Integration Institute

2.2.2.3.1. CMMI® for Acquisition (CMMI-ACQ), Version 1.3

2.2.2.3.2. CMMI® for Development (CMMI-DEV), Version 1.3

2.2.2.3.3. CMMI® for Services (CMMI-SVC), Version 1.3

2.2.2.3.4. Data Management Maturity℠ Model V1.0

2.2.2.4. Carnegie Mellon University Software Engineering Institute

2.2.2.4.1. Architecture Tradeoff Analysis Method (ATAM)

2.2.2.5. UK Office of Government Commerce

2.2.2.5.1. Managing Successful Programmes, 2011 Edition.

2.2.2.5.2. Managing Successful Projects with PRINCE2, 2009 Edition.

2.2.2.5.3. Portfolio, Programme & Project Management Maturity Model (P3M3), Version 2.1.

2.2.2.5.4. PRINCE2 Maturity Model (P2MM), Version 2.1.

2.2.2.5.5. Information Technology Infrastructure Library (ITIL), version 3.

2.2.2.5.5.1 ITIL Service Strategy.

2.2.2.5.5.2 ITIL Service Design.

2.2.2.5.5.3 ITIL Service Transition.

2.2.2.5.5.4 ITIL Service Operation.

2.2.2.5.5.5 ITIL Continual Service Improvement.

2.2.2.6. DSDM Consortium

2.2.2.6.1. Agile Programme Management (AgilePgM®)

2.2.2.6.2. Agile Project Management (AgilePM®) v2

2.2.2.7. Open Standards and Frameworks

2.2.2.7.1. The Open Group Architecture Framework TOGAF® 9.1 - Open Group's Enterprise Architecture standard.

2.2.2.8. Other

2.2.2.8.1. The Concise Oxford English Dictionary, 12th edition.

2.3. Other Reference Documents

2.3.1. NATO

2.3.1.1. AAP-48, NATO System Life Cycle Stages and Processes, 20 June 2006.

2.3.1.2. EAPC(AC/322-SC/5)WP(2008)0031, Draft NATO CIS Policy and Directive to Support Capability Management, 14 July 2008.

2.3.1.3. AC/322-D(2004)0040, NATO C3 System Interoperability Directive

2.3.1.4. AC/4(PP)N(2005)0135-ADD1, A Status Report on the Bi-SC AIS: A Supplementary Report on Schedule, Risk and Cost.

2.3.1.5. AC/322-D(2006)0052, NATO CIS Configuration Management Policy and Directive, 28 August 2006.

2.3.1.6. Investment Committee Software Intensive Projects – Final Report by the Task Force, AC/4-N(2014)0034, 31 October 2014.

2.3.1.7. Capability Package 9C0107 – Functional Services for Command & Control of Operations (OPS FS), 18 September 2008.

2.3.1.8. Bi-SC Capability Package (CP) 9C0150, "Core Information Services For Command And Control" 8 January 2014.

2.3.1.9. The Alliance C3 Strategy, C-M(2014)0016, 7 Mar 2014

2.3.1.10. .C3 Policy Glossary, C-M(2015)0041-REV1 (Annex 1)

2.3.1.11. NATO ICT Service Management Policy, C-M(2015)0041-REV1 (Annex 2)

2.3.1.12. C3 Capabilities and ICT Services Lifecycle Management Policy, C-M(2015)0041-REV1 (Annex 3)

2.3.1.13. Waveform Policy, C-M(2015)0041-REV1 (Annex 4)

2.3.1.14. Alliance C3 Interoperability Policy, C-M(2015)0041-REV1 (Annex 5)

2.3.1.15. Federation of Communications Services Policy, C-M(2015)0041-REV1 (Annex 6)

2.3.1.16. NATO Software Policy, C-M(2015)0041-REV1 (Annex 7)

2.3.1.17. Policy on the Efficient Implementation of C3 Capabilities and ICT Services Delivery, C-M(2015)0041-REV1 (Annex 8)

2.3.1.18. NATO EA Policy, C-M(2015)0041-REV1 (Annex 9)

2.3.1.19. NATO Cloud Computing Policy, C-M(2015)0041-REV1 (Annex 10)

2.3.2. Bi-SC AIS

2.3.2.1. Bi-SC AIS Implementation Plan version 8.0.

2.3.2.2. Bi-SC AIS Management Plan, September 2005

2.3.2.3. AC/4(PP)N(2005)0135, A Status Report on the Bi-SC AIS.

2.3.2.4. AC/322-D(2005)0037, Bi-SC AIS Reference Architecture, Version 2.0, 1 September 2005.

2.3.3. Non-NATO

2.3.3.1. Other

2.3.3.1.1. The Design Structure Matrix (DSM) Website, http://www.dsmweb.org/.

2.3.3.1.2. Forsberg, K., Mooz, H., and Cotterman, H., Visualizing Project Management, 3rd edition.

2.3.3.1.3. "International 2002-2003 Programme Management Survey," KPMG International, 2003.

2.3.3.1.4. Marsh, D. The Project and Programme Support Office Handbook: Foundation v. 1, 2000.

2.3.3.1.5. Sage, Andrew P. and Steven M. Biemer, "Processes for System Family Architecting, Design, and Integration," *IEEE Systems Journal*, Vol. 1, No. 1, September 2007.

2.3.3.1.6. Web Services Description Language version 2.0, http://www.w3.org/2002/ws/desc/.

2.3.3.1.7. Vee Model https://en.wikipedia.org/wiki/V-Model .

SECTION 3: PROJECT MANAGEMENT

3.1. Introduction

3.1.1. The PMIC is contracted as a project onto itself to provide resources and services for the Bi-SC AIS programme implementation office to support the programme management, technical design and integration. The project is included in CP 9C0150. This section outlines the Project Management requirements for this PMIC Contract execution. Section 4 describes the services that this project will provide to support the programme management, technical design and integration.

3.1.2. The goal of the Contractor's project management shall be, wherever possible, to eliminate problems and to ensure that those problems that do occur are identified early, assessed accurately, and resolved quickly in partnership with the Purchaser.

3.1.3. The Purchaser management team will be composed of three main roles

3.1.3.1. The Programme Manager who will also act as the Project Manager (PM) of this contract.

3.1.3.2. The Integration and Test Manager.

3.1.3.3. The programme Technical Design Authority.

3.2. Project Management Methodology

3.2.1. The Contractor shall apply the PRINCE2 project management methodology to the planning, delivery, and control of services under this Contract.

3.2.2. The Purchaser shall chair the Project Board and appoint the Senior User. The Contractor shall be represented as the Senior Supplier. The Project Board will meet at least quarterly as part of the performance management process. Ad hoc meetings to address exceptions or other situations may be required.

3.2.3. The Contractor shall plan and conduct work in stages as defined in this Contract. For each stage, the Contractor shall provide a stage plan that will be finalized and agreed with the Purchaser prior to the end of the current stage.

3.2.4. Stage start and close are subject to Project Board approval.

3.3. Project Management Team

3.3.1. The Contractor shall establish and maintain a project management team to plan, coordinate, and manage all efforts necessary to discharge all his responsibilities under this Contract.

3.3.2. The following positions shall be considered Key Personnel:

3.3.2.1. Project Manager

3.3.2.1.1. The Contractor shall designate a Project Manager (PM), who shall direct and coordinate all activities of the Contractor's team.

3.3.2.1.2. The PM will be located in The Hague.

3.3.2.1.3. The Project Manager shall be responsible for ensuring that all services provided under this Contract are

performed and managed in a coherent, consistent, and independently verifiable manner.

3.3.2.1.4. The Project Manager shall be the Contractor's primary contact for the Purchaser's Project Manager.

3.3.2.1.5. The Project Manager shall be prepared at all times to present and discuss the status of Contract activities.

3.3.2.1.6. The Project Manager shall assist the Purchaser's Project Manager in assessing cost, schedule, and performance trade-offs within the scope of this Contract.

3.3.2.2. Deputy Project Manager (Deputy PM);

3.3.2.2.1. The Contractor shall designate a Deputy Project Manager, who shall assist Contractor PM coordinating activities of the Contractor's team.

3.3.2.2.2. The Deputy PM will be based in The Hague.

3.3.2.2.3. The Deputy PM shall mainly focus on activities which fall under C4ISR technical services. The Deputy PM shall be ensuring that C4ISR technical services provided under this Contract are performed and managed in a coherent, consistent, and independently verifiable manner and following a common set of engineering methods and practices.

3.4. Team Integration

3.4.1. Regardless of composition and skills, the Contractor's staff shall operate as one team with the NCI Agency team.

3.4.2. The Contractor shall work under supervision of the Purchaser management team, establish clear reporting channels and keep team members aware of their commitments and informed of the project's progress.

3.4.3. The Contractor shall organize team meetings and encourage cooperation, brainstorming, and collaboration among its staff.

3.4.4. The Contractor shall use information and communication tools to facilitate information sharing and collaboration.

3.4.5. The Contractor shall establish and maintain communication and coordination between its staff members in Brussels, Mons and The Hague. However majority of the work will be performed in The Hague.

3.4.6. The Contractor is encouraged to have regular visits to the other Purchaser site by its on-site staff members to sustain this close coordination and collaboration.

3.5. Management of Contractor Staff

3.5.1. The Contractor shall provide staff with the necessary skills and experience to meet the performance requirements and objectives of this Contract.

3.5.2. The most required skills within the Contractor team shall be C4ISR and IT experience in NATO and/or national/international defence/military

environment. The Contractor shall ensure that the experience of team related with NATO C4ISR and IT knowledge is kept at the high level at all times during the Contract execution, even at personnel turnover.

3.5.3. The Contractor shall minimize personnel turnover, particularly for on-site positions, to sustain a positive learning curve. Any change suggestions (other than health reasons) shall be coordinated 40 working-days before by announcing the replacement.

3.5.4. The Contractor shall ensure that the staff has NATO SECRT security clearance for all staff members working on-site. The Contractor shall start renewal process of individual security clearances of its staff at least six months before the expiration date of the current security clearance.

3.5.5. The Contractor shall ensure its staff is oriented to the Purchaser's organization, processes, working arrangements, terminology, and culture prior to working under this Contract.

3.5.6. The Contractor shall ensure that staff assigned to work under this Contract on a temporary basis are oriented to the programme and project management framework and are able to use change management, communications, and information management capabilities.

3.5.7. The Contractor shall conduct all work on-site at the Purchaser's facilities in English and its staff shall have a very good knowledge of this language. The minimum required level of proficiency as defined in STANAG 6001 [Ref. 2.2.1.3.1] is A4-B3-C4-D3.

3.5.8. As specified further in SECTION 4: of this SOW, the Purchaser management team shall lead, direct, prioritise, manage and decide the tasks that the Contractor shall perform according to the services explained in SECTION 4: .

3.5.9. The Contractor team shall maintain records (time sheet) of availability and absences of team members working at all location of the Purchaser.

3.5.10. The Contractor team members shall request prior permission from the Purchaser Programme Manager about remote working, travelling, and leave including absence time from work.

3.6. Project Management Plan

3.6.1. The Contractor shall establish, provide and maintain a Project Management Plan (PMP) which shall describe how the Contractor will manage the delivery of services under this Contract.

3.6.2. The PMP shall cover all aspects of the project implementation, including the Contractor's project management structure and project control processes, personnel assignments, and external relationships necessary to provide the capability as required by this Contract.

3.6.3. The PMP shall be detailed to ensure that the Purchaser is able to assess the Contractor plans with insight into the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in this SOW.

3.6.4. The PMP shall identify all major Contractor operating units involved in the performance of the Contract and describe the portion of the overall effort or deliverable item for which each is responsible.

3.6.5. The PMP shall identify the subcontractors involved in the performance of the Contract and describe the portion of the overall effort for which each is responsible. The PMP shall explain how the Contractor will communicate with and coordinate the work of its subcontractors and how the subcontractors will be held accountable to the Contract standards of performance.

3.6.6. The PMP shall cover at least the following areas:

3.6.6.1. Project scope:

3.6.6.1.1. Major deliverables (products and work/services breakdown structure).

3.6.6.1.2. Assumptions.

3.6.6.1.3. Constraints.

3.6.6.2. Project organization:

3.6.6.2.1. Internal structure, including a project organizational diagram.

3.6.6.2.2. Roles and responsibilities of each organizational unit.

3.6.6.2.3. Personnel:

3.6.6.2.3.1 The roles, responsibilities, and qualification of all staff assigned full time to this Contract.

3.6.6.2.3.2 The qualifications and intended role of personnel proposed for work on a part-time or temporary basis.

3.6.6.2.4. Organizational boundaries between the project organization and the parent and subcontracted organizations.

3.6.6.3. Project management processes:

3.6.6.3.1. Project start-up, including staffing, basis of cost and schedule estimates, and project infrastructure.

3.6.6.3.2. Project control, including monitoring, reporting, and change management of work packages.

3.6.6.3.3. Issue management, including the identification, reporting, assessment, and logging of project issues.

3.6.6.3.4. Communications management, including reporting and the use of Purchaser information tools and spaces for project communications.

3.6.6.3.5. Configuration management of Contract deliverables, including configuration item identification, identification and control of change requests and deficiency reports, configuration status accounting, auditing, and coordination of Contractor and Purchaser configuration management and change control processes, for both documentation and material deliverables.

3.6.6.3.6. Risk management, including the Contractor's process for risk identification, assessment, mitigation, monitoring, and reporting.

3.6.6.3.7. Security management, including personnel and integration facility security and system security accreditation.

3.6.6.3.8. Purchaser involvement via Joint Reviews, (in)formal meetings, reporting, modification and change, implementation, verification, approval, acceptance and access to facilities.

3.6.6.3.9. Obtaining, tasking, orientation, and control of staff brought in for temporary assignments or to augment its on-site team.

3.6.6.4. Performance management, including performance monitoring, progress reviews, performance goal-setting, and performance planning in stage plans.

3.6.6.5. Capability improvement, including the general approach to the establishment of programme and project processes, process documentation, process implementation, and Purchaser staff training.

3.6.6.6. Quality management, including quality assurance of work processes, internal verification and validation, joint reviews, and audits.

3.6.6.6.1. The PMP section on quality management shall comply with the requirements of AQAP 2105 [Ref. 2.2.1.2.1].

3.6.6.6.2. The PMP shall define the major quality checkpoints that will be implemented while executing the project and the quality process to be used at each checkpoint.

3.6.6.7. Relationship of the PMP to subordinate plans, such as the stage plans.

3.6.7. The approval of the PMP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This approval in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract. The requirements of the Contract supersede any statement in the PMP in case of any conflict, ambiguity or omission.

3.6.8. The Contractor shall ensure that the PMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organisation and efforts, and maintain a current copy on the Project Workspace.

3.7. Stage Plans

3.7.1. The Contractor shall provide a Stage Plan, based on the product description in PRINCE2 [Ref. 2.2.2.5.2], for each stage. The Contractor shall provide the Transition Stage Plan not later than four weeks after Effective Date of Contract (EDC). For subsequent stages, the Contactor shall provide the Stage Plan not later than ten weeks before the start of the next stage. In each Stage Plan, the Contractor shall:

3.7.1.1. Identify the tasks it proposes to perform to establish and deliver the required services. For each task, the Contractor shall:

3.7.1.1.1. Identify the proposed level of effort, corresponding to the Project Work Breakdown Structure (PWBS) element.

3.7.1.1.2. Identify the task duration and dependencies.

3.7.1.2. Identify requirements for Purchaser-furnished information, facilities, or support.

3.7.1.3. Identify any associated risks included in its Risk Log.

3.7.1.4. Identify any stage-specific assumptions and constraints reflected in its plan.

3.7.1.5. Propose metrics by which its progress toward or achievement of the performance goals could be measured.

3.8. Purchaser Responsibilities

3.8.1. The Purchaser's Project Manager (PM) will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser after the EDC.

3.8.2. The Purchaser's Project Manager will be supported by specialists in certain areas who may, from time to time, be delegated to act on the Project Manager's behalf in their area of expertise.

3.8.3. Neither the Project Manager, the integrated project team, nor any other NATO personnel may make changes to the terms and conditions of the Contract but may only provide the Purchaser's interpretation of technical matters. All changes to the Contract will be made through the Purchaser's Contracting Office only.

3.8.4. The Purchaser will provide the Contractor with technical descriptions of existing NATO systems and ICT services as required for the purpose of determining specific interface requirements between the integration testbed and these systems and ICT services.

3.8.5. The Purchaser will make available to the Contractor the facilities necessary to test and demonstrate testbed compliance with required interfaces to existing NATO systems.

3.9. Purchaser Furnished Items

3.9.1. The Purchaser will provide Contractor personnel working at Purchaser locations under this Contract with:

3.9.1.1. A desk, cubicle, workstation, or workbench, as appropriate.

3.9.1.2. Standard office furniture.

3.9.1.3. Common expendable office supplies.

3.9.1.4. Access to local telephone service.

3.9.1.5. Access to utilities within the work area.

3.9.1.6. Access to the Purchaser's intranet, NATO SECRT network, and Internet sites and applications.

3.9.1.7. Access to Purchaser applications and databases, if authorized and appropriate.

3.9.1.8. Storage space for programme and project support data.

3.9.1.9. The Purchaser will provide the Contractor with a facility to house and maintain the Integration Testbed, along with:

3.9.1.9.1. Electrical power.

3.9.1.9.2. Connections to Purchaser networks.
3.9.1.9.3. Means to control physical access to the facility.
3.9.1.9.4. Monitoring of facility security.
3.9.1.9.5. 4 collaborative environments of 45+ seats to be used in various concurrent testing activities.

3.9.1.10. The current integration testbed hosts 1500+ virtual servers, which is based on 100+ physical servers, distributed on 3 networks (NATO SECRT, NATO UNCLASSIFIED and CFBLNet Mission SECRT).

3.9.1.11. The integration testbed has the current Bi-SC AIS reference and integration environments providing accessibility to 15+ implementation contractors connected to the integration testbed through site to site virtual Private Networks (VPN). In the near future, the testbed will also host tools for automated code review and compliance testing.

3.10. Project Workspace

3.10.1. The Contractor shall establish, on the Purchaser's NATO RESTRICTD programme portal, a project workspace in which Contract documentation shall be maintained. Some selected parts of the programme portal will also be communicated with programme stakeholders through the Purchaser's NATO Unclassified programme portal and the Purchaser's NATO SECRT programme portal.

3.10.2. The websites in three portals shall identify all relevant classified documents by title, unless a title is itself classified.

3.10.3. The NATO RESTRICTD programme portal website shall allow the Purchaser access to the project Issue Log, Risk Log, Quality Log, and Project Master Schedule, Programme Plan, Blueprint, Benefits Map, Technical Repository, and all contract deliverable documents.

3.11. Project Work Breakdown Structure (PWBS)

3.11.1. The Contractor shall establish and maintain a PWBS.

3.11.2. The PWBS shall define the major contract work packages and the relationship between the work packages.

3.11.3. The PWBS shall decompose the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.

3.11.4. The PWBS shall include a PWBS Dictionary that identifies for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support and its priority, which is determined with the purchaser.

3.11.5. The PWBS shall be used as the primary framework for contract planning and reporting to the Purchaser.

3.11.6. The Contractor shall not change the PWBS or PWBS Dictionary, without the approval of the Purchaser.

3.12. Project Master Schedule (PMS)

3.12.1. The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all contract events and milestones. The PMS shall correlate with the PWBS and also be traceable to performance and delivery requirements of this SOW.

3.12.2. The PMS shall depict the sequence, duration, and relationship among PWBS, stages, work packages, and service areas.

3.12.3. The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.

3.12.4. The PMS shall include the delivery dates for all management products, including at least the initial version and the final one.

3.12.5. The PMS shall include activity network, activity Gantt, milestone, and critical path views of the project schedule.

3.12.6. The PMS shall be provided in Microsoft Project 2010 format and made available on the Project Workspace.

3.13. Risk Management

3.13.1. The Contractor shall perform risk management throughout the period of performance of this Contract. As part of this, the Contractor shall establish and maintain a Project Risk Log for the project.

3.13.1.1. In the Project Risk Log, the Contractor shall identify any management, technical, schedule, and cost risks.

3.13.1.2. The Contractor shall rate each risk based on its probability of occurrence and its impact on cost, schedule, and quality.

3.13.1.3. The Contractor shall identify for each risk the measures being taken to mitigate any risk rated as high on any factor.

3.13.1.4. The Contractor shall make the Project Risk Log available on the Project Workspace. The Contractor shall include in the Project Highlight Report a chart that lists all active risks rated high on any factor and note any significant forecasted changes in these risks.

3.13.1.5. The Contractor shall update and brief the Project Risk Log at all Quarterly Performance Reviews.

3.14. Quality Management

3.14.1. The Contractor shall establish, execute, and maintain an effective quality management system throughout the Contract lifetime.

3.14.1.1. It shall be based on AQAP 2110 [Ref. 2.2.1.2.2].

3.14.1.2. The Contractor shall ensure that procedures are developed, implemented and maintained to adequately control the planning, design, development, production, testing, configuration management, and support of all services and deliverables.

3.14.2. The Contractor shall establish and maintain, as part of the Project Workspace, a Quality Log, as specified in PRINCE2 [Ref. 2.2.2.5.2], that lists all planned and performed quality checks on Contractor deliverables.

3.15. Meetings

3.15.1. General

3.15.1.1. Unless otherwise specified, all meetings will be conducted at a Purchaser facility.

3.15.1.2. At least one week before all meetings required under this Contract, the Contractor shall send an invitation, including:

3.15.1.2.1. Purpose.

3.15.1.2.2. Agenda.

3.15.1.2.3. List of participants.

3.15.1.2.4. Date, hour, place, duration.

3.15.1.3. The Contractor shall record meeting minutes and post them on the Project Workspace within one working day after the meeting.

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

3.15.2. Project Kick-off Meeting

3.15.2.1. The Contractor shall meet with the Purchaser's Project Manager and members of the Purchaser's Integrated Project Management Team at the Purchaser's facility in The Hague, Netherlands within one week after Contract Award to review the schedule of activities and to discuss any preparations or coordination required to support the Ramp-Up and Transition Stage.

3.15.3. Project Checkpoint Reviews (PCR)

3.15.3.1. The Contractor shall conduct Project Checkpoint Reviews (PCR) at least once a month throughout the Contract period of performance.

3.15.3.2. At each PCR, the Contractor shall provide the status of all on-going tasks, identify any changes to the PMS, PWBS, Issues, Quality, and Risk Logs.

3.15.3.3. The Contractor shall identify and discuss problems with the Purchaser promptly, however, and not delay this until the next PCR.

3.15.3.4. Unless otherwise agreed, PCRs shall be held at the Purchaser's facility in The Hague.

3.15.3.5. The Contractor shall organize the first PCR no later than one month after the Effective Date of Contract (EDC).

3.15.4. Stage Reviews

3.15.4.1. The Contractor shall provide the following, if applicable, at a review to be conducted within three weeks of the end of each stage:

3.15.4.1.1. Changes to the PWBS and Project Work Breakdown Structure Dictionary.

3.15.4.1.2. Changes to the PMS.

3.15.4.1.3. Cost considerations.

3.15.4.1.4. Risk assessment of proposed changes and an update of the Project Risk Log.

3.15.4.2. At least two weeks before each stage review, the Contractor shall send an invitation to the participants and an organisation paper, including as a minimum the followings:

3.15.4.2.1. Agenda.

3.15.4.2.2. List of participants.

3.15.4.2.3. Date, hour, location of the review.

3.16. Project Highlight Report (PHR)

3.16.1. The Contractor shall provide, no later than the third business day of each month, a Project Highlight Report. This report shall summarise activities, including:

3.16.1.1. Summary of contract activities during the preceding month, including the status of current and pending task orders.

3.16.1.2. Progress of work and schedule status, highlighting any changes since the preceding report.

3.16.1.3. Description of any identified problems, anomalies and high risk areas with proposed solutions and corrective actions.

3.16.1.4. Status of tools, portal and testbed and support services over the preceding month.

3.16.1.5. Test(s) conducted and results.

3.16.1.6. Changes in Contractor personnel.

3.16.1.7. List of new Contract changes, issues, and risks.

3.16.1.8. Plans for activities during the following reporting period.

3.16.2. An archive of Project Highlight Reports shall be maintained on the Project Workspace.

3.17. Personnel Security

3.17.1. The Contractor shall ensure that all Contractor and Sub-Contractor personnel that shall work on a NATO site or have access to NATO classified information and facilities shall have, at a minimum, a NATO SECRT clearance as required by NATO policy, valid for at least three months from the first date of work on the Contract.

3.17.2. The Contractor shall provide proof that each team member is in possession of a valid NATO SECRT security clearance prior to contract award.

3.17.3. The Contractor shall process all Contractor and Sub-Contractor personnel through NATO security at each site, adhering to their procedures for clearances, to obtain security badges for the duration of the on-site activities.

3.18. Interactions with Other Contractors

3.18.1. The nature of the services provided under this Contract will require interaction with contractors supporting other Purchaser activities.

3.18.2. The Contractor shall establish guidelines for controlling these interactions and train its staff on their application to ensure that:

3.18.2.1. No tasking or direction is given to other contractors.

3.18.2.2. No tasking or direction is taken from other contractors.

3.18.2.3. All interactions with other contractors are reported promptly and fully to the Purchaser's Project Manager and Contracting Officer.

3.18.3. Whenever practical, the Contractor shall inform the Purchaser's Project Manager in advance of such interactions taking place.

3.18.4. Whenever practical, the Contractor shall ensure that a Purchaser representative is present at any meetings with other contractors.

3.19. Staged Approach

3.19.1. In line with PRINCE2 project management principles, this Contract is structured into stages. The end of each stage is considered a management control point, with entry to the next stage dependent upon successful achievement of the current stage's performance goals.

3.19.2. This approach is intended to provide both the Purchaser and Contractor with the possibility to monitor and control work, learn lessons and have the flexibility to adapt performance goals and work plans based on the assessment of performance during the current stage. The Contractor will provide a Stage Plan outlining their approach to achieving the performance goals associated with that stage.

3.19.3. This SOW is intended to provide a framework by which work within individual stages can be planned and performed against stage performance goals specified in Annex A.

3.19.4. Notional Project Plan

3.19.4.1. The initial period of performance of this contract is intended to cover a six month stage to ramp up to a steady level of support with knowledge being transitioned from the current contractor to the incoming contractor, followed by one twelve-month execution stage and two contract options each consisting of 12 month stages.

3.19.4.1.1. Ramp-Up and Knowledge Transition Stage. During this initial period of six months beginning with the Effective Date of Contract, the Contractor will quickly establish their programme support team and work with the outgoing contractor to receive transitioned knowledge and programme resources (such as tools, testbed, etc.); activate their initial set of tools and transfer data from current set of tools (if there is a strong justification to switch tools), or take over management of the existing set of tools and repositories; takeover, maintain and report the baseline of project and programme cost/scope/schedule, status, and capability maturity; takeover programme technical engineering knowledge and repository and maintain/update architectures, requirements and dependencies; takeover testbed and test repositories; takeover PIV&V responsibilities, and achieve a set of service performance goals associated with this stage. Based on progress during this initial stage, the Purchaser and Contractor will have the opportunity to adjust performance goals and work

planning for the next stage and reflect these in agreed Stage Performance Goals and Stage Plan.

3.19.4.1.2. Execution Stages 1, 2, and 3. The end of the Ramp-Up Stage (6 months) will be followed by a series of three twelve-month Execution Stages. Execution Stages 2 and 3 will be included as contract options. As with the Ramp-Up Stage, the Purchaser and Contractor will have the opportunity to make adjustments in the goals and plan for the succeeding stage.

3.19.4.2. Work Packages. For control and monitoring of activities in line with the PRINCE2 project management methodology, the Purchaser treats activities under this Contract as a set of work packages. These work packages correspond to sets of tasks and deliverables that are closely related. Workpackages are visually presented in Figure 4.

3.19.4.2.1. Work Package 1. To ensure a coherent and continuous approach throughout this period, the Contractor's own project management activities will be treated as a separate work package.

3.19.4.2.2. Work Package 2. Support to Programme and Projects. This is the major focus of activities under this contract, aimed at reinforcing and improving the capabilities of the NCIA to manage the Bi-SC AIS and NGCS programmes.

3.19.4.2.3. Work Package 3. Testbed Support. Although it is the Purchaser's expectation that the integration testbed will become an integral element of the overall programme and project management framework, there are a discrete set of tasks associated with the continuous planning, design and evolution, operation, and maintenance of the testbed baseline.

3.19.4.2.4. Work Package 4. Project Assurance Support. This work package provides resources for the direct assurance support to individual projects, which will be specified and acquired under separate task orders but is coherent with the described programme assurance service and is described in the PIV&V service catalogue.

3.19.4.2.5. Work Package 5. Other Support. It is the Purchaser's expectation that there will be a demand by Bi-SC AIS and NGCS projects and stakeholders, and possibly other NCIA projects and programmes for direct support from the PMIC Contractor. This support is within the overall scope of this SOW but would be funded, specified, and acquired under separate task orders. An example may be the extension of the use of the PMIC tools to other projects and programmes

outside of the Bi-SC AIS and NGCS programmes which would necessitate extra tools support for customisation or maintenance, coaching or mentoring on specific programme management processes, such as benefits identification,etc.

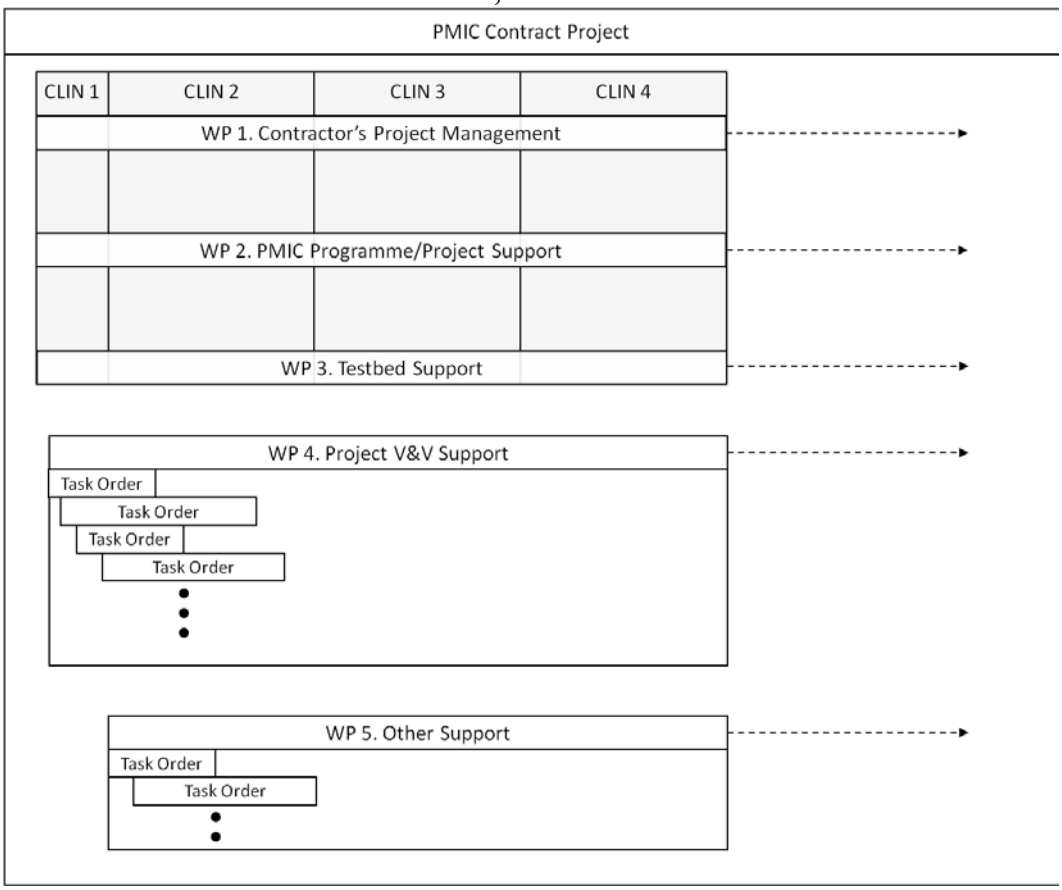


Figure 4: Notional Project Plan for the PMIC Contract

3.20. Capability Improvement

3.20.1. Through this Contract and its own efforts, the Purchaser expects to achieve increasing levels of capability and maturity in programme and project management. This expectation is the basis for the performance management approach for this Contract.

3.20.2. The Purchaser intends to use a number of published maturity models to develop and maintain the performance goals and assessment mechanisms. These models include:

3.20.2.1. Portfolio, Programme and Project Management Maturity Model (P3M3) [Ref. 2.2.2.5.3].

3.20.2.2. PRINCE2 Maturity Model [Ref. 2.2.2.5.4].

3.20.2.3. Organizational Project Management Maturity Model (OPM3) [Ref. 2.2.2.2.1].

3.20.2.4. CMMI for Development (CMMI-DEV) [Ref. 2.2.2.3.2].

3.20.2.5. CMMI for Acquisition (CMMI-ACQ) [Ref. 2.2.2.3.1].

3.20.2.6. CMMI for Services (CMMI-SVC) [Ref. 2.2.2.3.3].

3.20.2.7. Data Management Maturity Model [Ref. 2.2.2.3.4].
3.20.2.8. ISO/IEC 21827:2008, Information technology -- Systems Security Engineering -- Capability Maturity Model (SSE-CMM) [Ref. 2.2.2.1.5].
3.20.3. In addition to these models, some process improvements will reflect goals or objectives established in such Purchaser documents as the Bi-SC AIS Strategy.

3.21. Independent Verification and Validation (IV&V)

3.21.1. The Purchaser will engage an IV&V Contractor for this project funded through other capability packages externally. The main objective of the IV&V activity will be the evaluation of the performance of the Contractor and the verification of the work being performed under the related effort, in particular evaluation of contractor deliverables.
3.21.2. The IV&V Contractor shall also monitor, assess, and report on the Contractor in order to identify, as early as possible, perceived problem areas.
3.21.3. The Contractor shall transfer to the IV&V Contractor all information deemed necessary to perform the IV&V activities, on his own initiative or on request by the IV&V Contractor or the Purchaser.
3.21.4.

3.22. Other Project Management Work

3.22.1. Other work to be performed as specified under appropriate task orders under the Project Management Task Area includes:
3.22.1.1. Project and security risk analysis.
3.22.1.2. Presentations to Purchaser meetings or conferences.
3.22.1.3. Preparation of project information materials such as brochures, posters, or white papers.

3.23. Task Order Management

3.23.1. The Contractor shall prepare draft Task Orders as requested by the Purchaser.
3.23.2. The Contractor shall ensure that all confirmed Task Orders are reflected in the PWBS and PMS.

SECTION 4: PROGRAMME SERVICES

4.1. Introduction

4.1.1. The services to be provided under this Contract span the full range of management and C4ISR technical services (shown in Figure 1) required to manage and direct a NATO enterprise information services programmes such as the Bi-SC AIS and NGCS.

4.1.2. With the sole exception of the programme management function, each service area described here involves both support to programme management and support to project management. As the majority of the Bi-SC AIS and NGCS programmes' C4ISR capabilities are delivered through individual projects, effective programme management cannot be achieved without a similar level of effectiveness in managing projects. For this reason, requirements under each service area are divided between programme support and project support.

4.1.3. The following general requirements apply across all services. Regardless of the particular service being provided, the Contractor shall:

4.1.3.1. Gather, assess, and provide information to the Purchaser to enable programme decisions.

4.1.3.2. Provide complete and accurate presentations or reports.

4.1.3.3. Foster open communication and cooperation with all staff.

4.1.3.4. Provide timely, open and honest feedback on progress and obstacles in achieving performance goals.

4.1.3.5. Establish knowledge sharing and development by active use of persistent information tools such as the process asset library, programme portal.

4.1.3.6. Assess the impact and implications of events, decisions, and changes on the programme's plans, people, processes, and technology.

4.1.3.7. Lead innovation but ensure the use of change management processes.

4.2. Programme Management

4.2.1. Under the management of the NCI Agency Programme Manager, the Contractor shall establish and provide programme governance services. This service area has four principle objectives:

4.2.1.1. Manage both upwards and downwards. The programme needs clear direction from above and careful control and management downwards.

4.2.1.2. Maintain relevant senior level input and engagement.

4.2.1.3. Ensure the Bi-SC AIS Implementation Office (IO) can provide management, direction and support spanning all relevant business areas.

4.2.1.4. Deliver capabilities within an established, recognized life cycle.

4.2.2. Programme and Project Governance Framework

4.2.2.1. The Contractor shall document and maintain the Bi-SC AIS and NGCS programmes and project governance framework as part of the process asset library.

4.2.2.2. The Contractor shall maintain and further develop the framework within the structure of process groups and services shown in Figure 1.

4.2.2.3. The programme structure shall comply with the NCI Agency's programme governance structures.

4.2.3. Programme Definition

4.2.3.1. The Bi-SC AIS and NGCS programmes particularly were not created through a systematic process in line with any formal programme management methodology. However, establishment and maintenance of a solid programme definition is essential to enable effective governance. These programmes are broken down into smaller groups of projects, which may in turn be managed like smaller programmes (sub-programmes), within the overall programme. Therefore, the Contractor shall support the ongoing development, periodic review and updating of the following:

4.2.3.1.1. Programme Mandate. The overall Programme Mandate shall outline the overall programme's strategic objectives, context, boundaries, approaches for delivery and expected outcomes. The Programme Mandate shall be based solely on formal Alliance guidance. Programme Mandates for the composite groups of projects (sub-programmes) will also need to be written and maintained.

4.2.3.1.2. Programme Brief. The overall Programme Brief shall outline the vision for the programme, the anticipated benefits, integration approach, the top-level risks, the systemic factors that represent continuing issues, the rough order of magnitude costs, major milestones or tranches, roles and responsibilities of the major stakeholders, and basic processes for management. Programme Briefs for the composite groups of projects (sub-programmes) will also need to be written and maintained.

4.2.3.1.2.1 The Programme Brief shall also include the overarching business case for the programme, the overall costs, the planned delivery of benefits, and the risk profile.

4.2.3.1.2.2 The Programme Brief shall be used to assess the impact of strategic changes, revisions to programme boundaries or expected capabilities to be delivered, new issues and risks.

4.2.4. Programme Planning

4.2.4.1. The Contractor shall assess, establish and maintain a continuous programme planning process, integrating change, risk, and schedule management (including systems integration activities), develop and maintain programme architecture.

4.2.4.2. The programme planning process shall:

4.2.4.2.1. Enable control of and rapid assessment of programme progress, issues, risks, and changes.

4.2.4.2.2. Perform an inpact analysis of major programme requirements updated by CP addendas, Defence

Planning Process and Stakeholder Operational Requirements.

4.2.4.2.3. Provide clear visibility into the status of programme activities.

4.2.4.2.4. Enable production of programme planning documents and reports.

4.2.4.2.5. Support programme level coordination meetings organized by the Bi-SC AIS and NCGS management authorities (i.e. C3CG, IPSG).

4.2.4.2.6. Support tracing and assessment of programme benefits.

4.2.4.3. The Contractor shall support programme planning by maintaining and updating the following planning documents:

4.2.4.3.1. Bi-SC AIS and NGCS Implementation Plan (BAIP).

4.2.4.3.1.1 The BAIP provides a common implementation view, which groups projects of the Bi-SC AIS and NGCS, shows tranches for project groups, and serves as a management tool by explaining how projects are scoped, scheduled, and delivered. The BAIP equates to the Programme Plan as defined in Managing Successful Programmes (MSP) [Ref. 2.2.2.5.1]. The BAIP shall include:

4.2.4.3.1.1.1 A list of all active and planned projects, their target milestones, costs, and scope. These should be organized into groups of projects (sub-programmes) with tolerances for the group.

4.2.4.3.1.1.2 A status summary for all active projects (including the upcoming milestone activity list).

4.2.4.3.1.1.3 The current version of the programme dependency structure matrix or design structure matrix (DSM). For groups of projects (sub-programmes), dependency networks.

4.2.4.3.1.1.4 For groups of projects (sub-programmes), identification and explanation of tranches and their scope and linked releases (in a release roadmap).

4.2.4.3.1.1.5 For groups of projects (sub-programmes), transition impacts on operational and support stakeholders.

4.2.4.3.2. Project Dossiers. The Project Dossiers shall collect summary information of all identified projects, whether planned or active. For each project, the Contractor shall prepare a Project Dossier that includes:

4.2.4.3.2.1 A description of the project, including its outputs and milestones.

4.2.4.3.2.2 Identification of its major interdependencies (interface, time or scope) with other projects or external activities.

4.2.4.3.2.3 Its expected direct and derived benefits.

4.2.4.3.2.4 Its current tolerances.

4.2.4.3.3. Programme Product Breakdown Structure (PPBS): The PPBS shall be a top-to-bottom diagram showing breakdown of all products, organised in groups (sub-programmes) to be developed under the programme.

External products shall be included in the Product Breakdown Structure and clearly distinguished from the products developed by the programme.

4.2.4.3.4. Programme Blueprint. The Programme Blueprint shall be a stakeholder-focused document, outlining the current and future states of the Bi-SC AIS and NGCS in terms of operational services, operational modes, information exchanges, capability deployment, training, and support services.

4.2.5. Dependency Management

4.2.5.1. Identification and management of the dependencies among projects and on activities outside the programme is a key function of programme management. In support of dependency management, the Contractor shall:

4.2.5.1.1. Identify each critical dependency (interface, time or scope).

4.2.5.1.2. Establish need dates and plan dates for each critical dependency based on the project schedule.

4.2.5.1.3. Identify the commitments to address each critical dependency and document the commitments made by those responsible for providing the work product and those receiving the work product.

4.2.5.1.4. Prepare and maintain a Design Structure Matrix (DSM) [Ref. 2.3.3.1.1] identifying project interdependency, interdependencies with other programmes, and critical commitments. Also, complete dependency networks for the project groups (sub-programmes).

4.2.5.1.5. Track critical dependencies and commitments and recommend corrective actions, as appropriate.

4.2.6. Interface with Other Programmes

4.2.6.1. The Contractor shall consider the evolution of the current fielded baseline driven by O&M maintenance and shall support the management, monitoring, and control of interfaces between the Bi-SC AIS and NGCS, and other programmes, including:

4.2.6.1.1. Ballistic Missile Defence (BMD).

4.2.6.1.2. Air Ground Surveillance (AGS).

4.2.6.1.3. Deployable Communications and Information Systems (DCIS).

4.2.6.1.4. Air Command and Control System (ACCS).

4.2.6.2. The Contractor shall, consistent with the overall Agency framework, establish, document, and maintain processes to manage, monitor, and control programme elements of common interest between the Bi-SC AIS and NGCS, and one or more other programmes, including:

4.2.6.2.1. Programme planning.

4.2.6.2.2. Risk management.

4.2.6.2.3. Schedule management.

4.2.6.2.4. Systems engineering.
4.2.6.2.5. System integration.
4.2.6.2.6. Operational user experience (UX).
4.2.6.2.7. Requirements management.
4.2.6.2.8. Software engineering and design.
4.2.6.2.9. Configuration management.

4.2.6.3. The Contractor shall ensure that these processes are used to identify, assess, control, and monitor interfaces with other programmes.

4.2.7. Programme Monitoring and Control. In support of programme monitoring and control, the Contractor shall:

4.2.7.1. Assess, establish, maintain and document a continuing capability to monitor and control the programmes and their projects (which are grouped as sub-programmes).

4.2.7.2. Apply the programme and project governance framework to monitor and control the programmes and their projects through:

4.2.7.2.1. Change management processes.
4.2.7.2.2. Defined project tolerances.

4.2.7.3. Assess, establish, maintain and document a process for quarterly progress reviews of each group of projects within the programmes.

4.2.7.4. Organize and act as the secretariat for sub-programme reviews with directors (who have SRO roles) and Service Lines (which manage the project groups - as sub-programmes - and which provide the Business Change Authorities and operations service owners, as business as usual).

4.2.7.5. Recommend when Project Health Checks should be performed.

4.2.7.6. Review and provide an independent assessment of project exception reports.

4.2.7.7. Perform, record, and report on the results of Project Health Checks as directed by the Purchaser.

4.2.7.8. Monitor the effectiveness of project tolerances and identify improvements in their definition and application to improve management visibility or increase the efficiency of monitoring and control processes.

4.2.8. Control, Measurement and Analysis

4.2.8.1. The Contractor shall prepare and enable the NCIA to achieve the capability to quantitatively manage the Bi-SC AIS and NGCS programme by providing measurement and analysis support. The contractor shall prepare a Monitoring and control strategy that describes what should be controlled and monitored and what criteria should be measured and analysed. The Contractor shall:

4.2.8.1.1. Capture cost, schedule, and scope performance data from projects as the basis for quantitative analysis.
4.2.8.1.2. Propose and establish metrics (KPIs) for outputs, outcomes and benefits.
4.2.8.1.3. Support capacity and resource planning.
4.2.8.1.4. Develop metrics and collect performance data to support performance management and capability improvement planning.

4.2.9. Benefits Management

4.2.9.1. Benefits Management Strategy

4.2.9.1.1. The Contractor shall develop and maintain a benefits management strategy that describes how:

4.2.9.1.1.1 Benefits will be identified and measured.

4.2.9.1.1.2 Benefits will be traced to project outputs, capabilities and programme outcomes.

4.2.9.1.1.3 Realization of benefits will be reviewed, compared to strategic objectives and external dependencies and reported.

4.2.9.2. Benefits Identification.

4.2.9.2.1. The Contractor shall:

4.2.9.2.1.1 Derive, from strategic guidance and objectives, a set of core benefits to be obtained from the programme as a whole.

4.2.9.2.1.2 Identify direct benefits for projects or groups or projects (sub-programmes).

4.2.9.2.1.3 Describe how direct benefits can be observed and measured.

4.2.9.2.1.4 Identify the operational, support, or political owner of a benefit.

4.2.9.3. Benefits Traceability

4.2.9.3.1. The Contractor shall establish and maintain for designated projects a strategic objectives chain, which traces the project's outputs to the expected operational change, the outcome resulting from that change, the direct benefits, and end benefits, and the associated Alliance strategic objectives.

4.2.9.4. Benefits Review

4.2.9.4.1. The Contractor shall organize periodic benefits reviews involving programme stakeholders, in which programme and project benefits, progress toward their realization, and plans for future efforts will be reviewed and updated as necessary.

4.2.9.5. Benefits Reporting

4.2.9.5.1. The Contractor shall establish and maintain a process for reporting on progress towards benefits realization as inputs to quarterly and annual programme reports.

4.2.10. Project Direction

4.2.10.1. In general, projects under the Bi-SC AIS proqure new systems or updates to existing systems that will be used as service assets by the Agency to deliver services to it's customers.

4.2.10.1.1. Although each project has unique scope, the majority of Bi-SC AIS and NGCS projects can be covered by a few basic models based on the type of outcomes expected to be delivered and the activities required to produce them.

4.2.10.1.2. Based on experience within the Bi-SC AIS and NGCS programmes so far, the following project models can be identified:

4.2.10.1.2.1 Consultancy/Support project. This type of project delivers analysis, subject matter expertise, or other type of support on a completion or level of effort basis for a period of less than three years.

4.2.10.1.2.2 COTS Procurement. This type of project procures a fixed amount of COTS hardware and software and delivers and installs it at one or more sites.

4.2.10.1.2.3 System Integration. This type of project involves procurement and installation of a number of COTS components that must be integrated to deliver the required capability. A limited amount of development may be involved.

4.2.10.1.2.4 System Development. This type of project requires development of one or more components and integration with COTS components to deliver the required capability, but only a single production baseline is planned.

4.2.10.1.3. Project direction can be simplified by identifying the appropriate model for a project.

4.2.10.1.4. The Contractor shall assess, maintain, establish and document a set of project models as a means of establishing the necessary quality standards, tolerances, and monitoring and control levels. For system and spiral development, the Contractor may need to establish different models according to different chosen implementation approaches (e.g. waterfall or agile, etc.).

4.2.10.2. Project Direction by Stage

4.2.10.2.1. Project Start-Up.

4.2.10.2.1.1 Under the Bi-SC AIS and NGCS programme and project governance framework, the Implementation Office is responsible for the Project Start-Up stage. The key deliverable from Project Start-Up is the Project Brief, which gives the direction and scope of the project, and forms the 'contract' between the project team and the Implementation Office.

4.2.10.2.1.2 In support of Project Start-Up, the Contractor shall:

4.2.10.2.1.2.1 Prepare the Project Brief, which includes identification of the recommended project model, based on the Purchaser-furnished template.

4.2.10.2.1.2.2 Identify applicable lessons learned from the programme Lessons Learned Log.

4.2.10.2.1.2.3 Record the decision to accept, reject, or amend the Project Brief and ensure the direction to proceed with Project Initiation is communicated to the appropriate Portfolio/Sub-programme manager and Project Manager.

4.2.10.2.1.2.4 Assist the future project manager in defining the content for the Advanced Planning Funds (APF) request based on the applicable Project Model.

4.2.10.2.1.2.5 Record the start of Project Initiation in the programme master schedule and other planning tools.

4.2.10.2.1.2.6 Ensure the project team is aware of and understands the programme standards, monitoring and control, and reporting requirements that must be followed.

4.2.10.2.2. Project Initiation. In support of the Project Initiation stage, the Contractor shall:

4.2.10.2.2.1 Assist the future project manager in defining work packages and major deliverables based on the applicable Project Model.

4.2.10.2.2.2 Assist the future project manager in creating the Type B Cost Estimate (TBCE) and check the content at designated quality gates in line with the overall Agency Quality Management System (QMS).

4.2.10.2.3. Project Execution. In support of Project Execution stages, the Contractor shall:

4.2.10.2.3.1 Monitor project reports and logs to ensure that exception conditions are reported promptly when encountered.

4.2.10.2.3.2 Provide an independent assessment of whether the criteria for ending a project stage have been met.

4.2.10.2.3.3 Raise programme issues and risks when encountered.

4.2.10.2.4. Project Closure. In support of the Project Closure stage, the Contractor shall:

4.2.10.2.4.1 Ensure that the scope has been met (e.g. trace test results back to project and programme requirements), proper hand-over of all project deliverables and information has been performed and recorded.

4.2.10.2.4.2 Provide an independent assessment of whether the criteria for project closure have been met.

4.2.10.2.4.3 Prepare an assessment of the degree to which the project's expected benefits have been realized.

4.2.10.2.4.4 Organize and record the results of a formal Lessons Learned Review.

4.2.11. PMIC Capability Improvement

4.2.11.1. The Contractor shall assess, maintain, establish and document capability improvement services. This service area has three principle objectives:

4.2.11.1.1. Foster the continuous improvement of Bi-SC AIS and NGCS programme and project management and support capabilities.

4.2.11.1.2. Enable the Bi-SC AIS and NGCS programmes and support services to be perceived by their stakeholders as an enabler and source of added value.

4.2.11.1.3. Encourage the development of the Bi-SC AIS and NGCS programmes as a learning organization.

4.2.11.2. Process Definition

4.2.11.2.1. The Contractor shall assess, maintain, establish and document processes for management of the Bi-SC AIS and NGCS programmes and projects. Processes shall be based on published best practices, such as MOP, MSP,

PRINCE2 or CMMI, and developed within the programme and project management framework defined in this SOW.

4.2.11.3. Process Documentation

4.2.11.3.1. The Contractor shall assess, maintain, establish and document Bi-SC AIS and NGCS programme and project management processes. The Contractor shall:

4.2.11.3.1.1 Decompose each standard process into constituent process elements to the detail needed to understand and describe the process.

4.2.11.3.1.2 Specify the critical attributes of each process element. Examples of critical attributes include the following:

4.2.11.3.1.2.1 Process description.

4.2.11.3.1.2.2 Process owner.

4.2.11.3.1.2.3 Entry criteria.

4.2.11.3.1.2.4 Exit criteria.

4.2.11.3.1.2.5 Inputs.

4.2.11.3.1.2.6 Outputs.

4.2.11.3.1.2.7 Responsibilities.

4.2.11.3.1.2.8 Procedures.

4.2.11.3.1.2.9 Tools and Techniques.

4.2.11.3.1.2.10 Metrics.

4.2.11.3.1.2.11 Examples.

4.2.11.3.1.2.12 Guidance.

4.2.11.3.1.3 Specify relationships among process elements. The rules for describing relationships among process elements are referred to as the process architecture. The process architecture covers essential requirements and guidelines.

4.2.11.3.1.4 Ensure that the programme's set of standard processes adheres to applicable policies, standards and models.

4.2.11.3.1.5 Ensure that the programme's set of standard processes satisfies process needs and objectives of the programme and its projects.

4.2.11.3.1.6 Ensure that the processes that are included in the programme's set of standard processes are integrated and coherent, with no undocumented external or internal links or interfaces.

4.2.11.3.1.7 Document the programme's set of standard processes.

4.2.11.3.1.8 Conduct peer reviews on the programme's set of standard processes.

4.2.11.3.1.9 Revise the programme's set of standard processes as necessary.

4.2.11.4. Process Documentation Framework

4.2.11.4.1. A fundamental principle of performance improvement is that an organization cannot improve a process if there is no common understanding of the process. A basic set of documentation of the process is invaluable to establish that common understanding, which then leads to a basis of assessing both how it's being performed and how it can be improved.

4.2.11.4.2. For this reason, the Contractor shall document Bi-SC AIS and NGCS programme and project management processes following a framework that includes the essential components of process documentation:

4.2.11.4.2.1 Policy: The principles or regulations that require or guide the performance of the process.

4.2.11.4.2.2 Standard: The quality criteria for work products. The Contractor shall use recognized international or NATO standards for these criteria.

4.2.11.4.2.3 Process Description: A description of the activities performed to achieve a given purpose that specifies, in a complete, concise, and verifiable manner, the requirements, components, model, behaviour, and quality standards for a process, as well as identification of any supporting or supported processes.

4.2.11.4.2.4 Procedure: "How to" or step-by-step instructions for performing the process.

4.2.11.4.2.4.1 Procedures shall explain, in a step-by-step manner, how to perform one or more components of a process.

4.2.11.4.2.4.2 Procedure documents shall be sufficiently detailed to enable a reader to carry out the process(es) without referring to any other documents.

4.2.11.4.2.5 Template: A description or model of a document or artefact, along with annotations to assist others to produce new instances of the document.

4.2.11.4.2.6 Guideline: A set of recommendations, warnings, and tips to assist staff in performing a task or producing a document or artefact.

4.2.11.4.2.7 Example: A completed sample document or artefact adhering to best practices.

4.2.11.4.2.8 Checklist: A list of criteria that must be met by a document or task.

4.2.11.5. Process Implementation

4.2.11.5.1. For a process to be considered established, the Contractor shall have:

4.2.11.5.1.1 Described the process in the Process Asset Library using the process description standard.

4.2.11.5.1.2 Documented the procedure(s) to be followed in performing the process.

4.2.11.5.1.3 Provided a template of each deliverable produced in the process.

4.2.11.5.1.4 Provided guidelines that assist the staff performing the function to make informed choices about any discretionary aspects of the process.

4.2.11.5.1.5 Defined the initial and continuing training requirements for the process.

4.2.11.5.1.6 Prepared training materials.

4.2.11.5.1.7 Provided training to Purchaser staff on how to use the process.

4.2.11.5.1.8 Identified the performance measures that can be used to assess how effectively the process is being performed.

4.2.11.5.1.9 Provided evidence that the process is being practiced on a day-to-day basis.

4.2.11.6. Tailoring

4.2.11.6.1. The Contractor shall:

4.2.11.6.1.1 Specify selection criteria and procedures for tailoring the programme's set of standard processes.

4.2.11.6.1.2 Specify the standards used for documenting defined processes.

4.2.11.6.1.3 Document tailoring guidelines for the programme's set of standard processes.

4.2.11.6.1.4 Conduct peer reviews on the tailoring guidelines.

4.2.11.6.1.5 Revise tailoring guidelines as necessary.

4.2.11.7. Measurement Practices

4.2.11.7.1. The Contractor shall:

4.2.11.7.1.1 Establish and maintain the programme's measurement practice repository.

4.2.11.7.1.2 Determine the programme's needs for storing, retrieving, and analyzing measurements.

4.2.11.7.1.3 Define a common set of process and product measures for the programme's set of standard processes.

4.2.11.7.1.4 Design and implement the measurement repository.

4.2.11.7.1.5 Specify procedures for storing, updating, and retrieving measures.

4.2.11.7.1.6 Conduct peer reviews on definitions of the common set of measures and procedures for storing, updating, and retrieving measures.

4.2.11.7.1.7 Enter specified measures into the repository.

4.2.11.7.1.8 Make the contents of the measurement repository available for use by the programmes and projects, as appropriate.

4.2.11.7.1.9 Revise the measurement repository, the common set of measures, and procedures as the programme's needs change.

4.2.11.8. Process Asset Library

4.2.11.8.1. The Contractor shall:

4.2.11.8.1.1 Maintain the programme's process asset library.

4.2.11.8.1.2 Design and implement the programme's process asset library, including the library structure and support environment.

4.2.11.8.1.3 Specify criteria for including items in the library.

4.2.11.8.1.4 Items are selected based primarily on their relationship to the programme's set of standard processes.

4.2.11.8.1.5 Specify procedures for storing, updating, and retrieving items.

4.2.11.8.1.6 Enter selected items into the library and organize and tag them for easy reference and retrieval.

4.2.11.8.1.7 Make items available for use by projects.

4.2.11.8.1.8 Periodically review the use of each item and use results to maintain the library contents.

4.2.11.8.1.9 Revise the programme's process asset library as necessary.

4.2.11.9. Process Training

4.2.11.9.1. The Contractor shall:

4.2.11.9.1.1 Establish and maintain a training capability to address programme training needs.

4.2.11.9.1.2 Select appropriate approaches to satisfy programme training needs.

4.2.11.9.1.3 Determine whether to develop training materials internally or to acquire them externally.
4.2.11.9.1.4 Develop or obtain training materials.
4.2.11.9.1.5 Describe the training in the programme's training curriculum.
4.2.11.9.1.6 Revise training materials and supporting artifacts as necessary.
4.2.11.9.1.7 Schedule the training, including any resources, as necessary (e.g., facilities and instructors).
4.2.11.9.1.8 Conduct the training.
4.2.11.9.1.9 Provide a mechanism for assessing the effectiveness of each training course with respect to established programme, project, or individual learning (or performance) objectives.
4.2.11.9.1.10 Obtain student evaluations of how well training activities met their needs.

4.2.11.10. Capability Improvement Assessment

4.2.11.10.1. Project Health Checks

4.2.11.10.1.1 Project health checks shall be used to assess the extent to which:
4.2.11.10.1.1.1 Project staff understand and can apply processes and resources effectively.
4.2.11.10.1.1.2 Process elements are helping or hindering project team performance and realization of project benefits.
4.2.11.10.1.1.3 Changes in process elements may be required to improve project performance.
4.2.11.10.1.2 As directed by the Purchaser, the Contractor shall perform health checks of selected projects against the process elements for one or more service areas.
4.2.11.10.1.3 The Purchaser will also periodically conduct independent project health checks as an input to Quarterly Performance Reviews.

4.2.11.10.2. Lessons Learned

4.2.11.10.2.1 Lessons Learned Log
4.2.11.10.2.1.1 The Contractor shall establish and maintain a tool to allow any member of the programme staff to identify lessons learned and make recommendations for change.
4.2.11.10.2.1.2 The Contractor shall review the log on a regular basis and raise programme issues or make recommendations for changes to institutionalize these lessons.
4.2.11.10.2.2 Lessons Learned Reviews
4.2.11.10.2.2.1 The Contractor shall convene formal Lessons Learned Reviews for a project at a time directed by the Purchaser—usually, within one month of the end of the last Project Execution stage.
4.2.11.10.2.2.2 The Contractor shall organize and facilitate the Lessons Learned Review as an open and constructive experience, rather than a cataloguing of errors.
4.2.11.10.2.2.3 The Contractor shall run the Lessons Learned Review under the Chatham House Rule ensuring that participants are free to use the information received, but neither the identity nor the

affiliation of any participants shall be revealed in the meeting report.

4.2.11.10.2.2.4 The Contractor shall provide a report summarizing the discussion, findings, and recommendations from the review and identify elements of the programme's resources, process framework, or process improvement efforts that may need to be changed or redirected.

4.2.11.10.3. PMIC Capability Improvement Planning

4.2.11.10.3.1 Under the performance-based approach of this Contract, capability improvement is closely linked to performance management. It is the Purchaser's intent to set performance goals based on expectations of achievable capability improvements for each stage.

4.2.11.10.3.2 For this reason, the Contractor shall, as an input to the Next Stage Plan, provide a set of proposed performance goals that are traced to explicit capability improvements. Where practical, these improvements shall be based on published capability maturity standards, such as the CMMI for Acquisition [Ref. 2.2.2.3.1] or OPM3 [Ref. 2.2.2.2.1] or ITIL.

4.3. Change Management

4.3.1. Under the management of the NCI Agency Programme Manager, the Contractor shall establish and provide change management services on the programme level. This service area has two principle objectives:

4.3.1.1. Build a capability for the programme to efficiently deal with any change that arises by having processes, capabilities, and responsibilities in place to respond.

4.3.1.2. Accurately and comprehensively capture, assess, and assign responsibility for any changes to the programme and its projects.

4.3.2. Programme Support

4.3.2.1. The Contractor shall provide the following change management services to the programme:

4.3.2.1.1. Assess, maintain, establish and document issue management processes.

4.3.2.1.1.1 The Contractor shall base these processes on the PRINCE2 definition of an issue as:

4.3.2.1.1.1.1 A request to change some aspect of the project.

4.3.2.1.1.1.2 An off-specification claim.

4.3.2.1.1.1.3 A question or request for information.

4.3.2.1.1.1.4 An expression of concern by a stakeholder.

4.3.2.1.1.1.5 An external event necessitating some decision.

4.3.2.1.1.2 The issue management processes shall include the mechanism to develop an integrated assessment of an issue among the relevant subject matter experts, whether within the Programme Support Office (PgSO) or within the programme as a whole, and provide the Programme Manager with a realistic understanding of the impact of the issue and the recommended responses.

4.3.2.1.1.3 A conceptual model of this approach is illustrated in Figure 5.

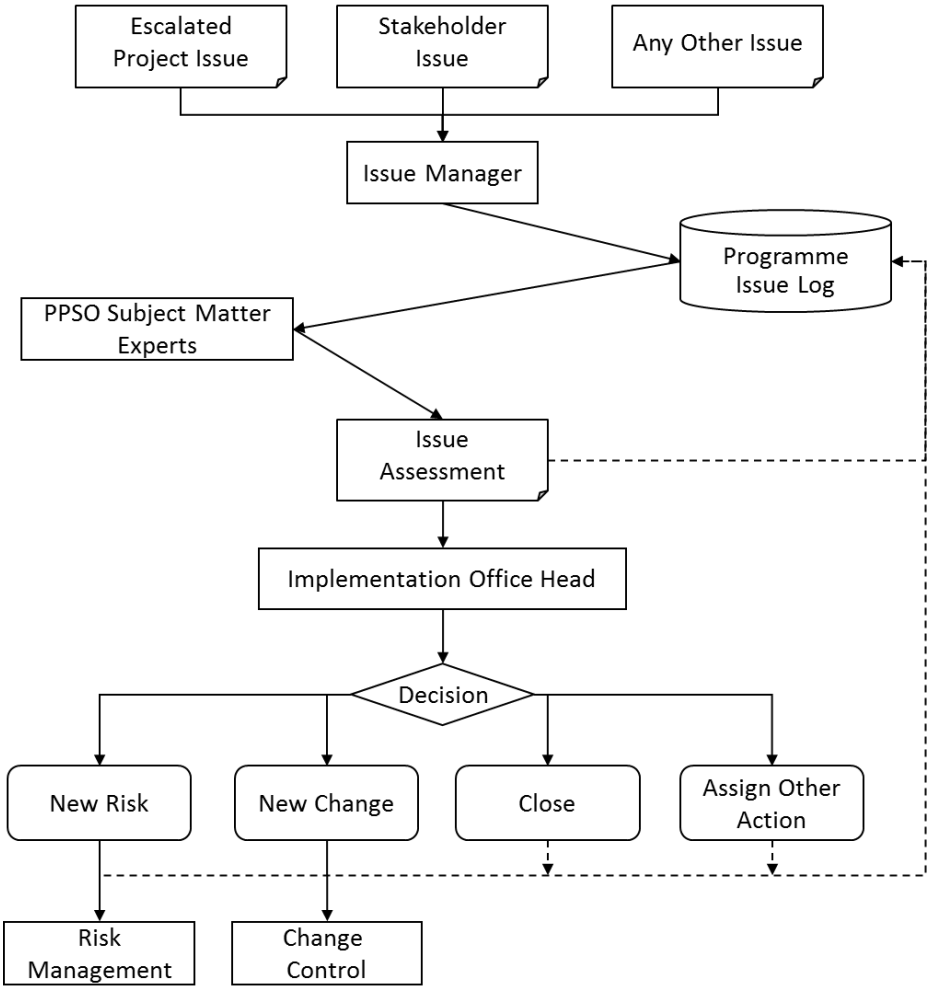


Figure 5: Conceptual Model of the Issue Management Process

4.3.2.1.1.4 The issue management process shall serve as the filter to the change control process.

4.3.2.1.2. Provide an online capability, using the existing tools on the Purchaser's internal network, allowing anyone involved in the programme to raise an issue or propose a change request.

4.3.2.1.3. Capture and log all programme issues in the programme Issue Log.

4.3.2.1.4. Coordinate staffing of the issue to all relevant subject matter experts and prepare a integrated assessment for the Programme Manager identifying the likely impacts on other programme activities and projects.

4.3.2.1.5. Organize and act as the secretariat for regular issue reviews and document the resulting decisions in the programme Issue Log.

4.3.2.1.6. Assess, establish, document, and maintain a change control process to manage the identification, assessment, authorisation, and transfer of change requests between the programme and its projects.

4.3.2.1.7. Raise change requests based on proposed changes that arise from the issue management process and assign to the affected projects or programme activities for action.

4.3.2.1.8. Train and advise programme and project staff on the application of the issue and change management processes.

4.3.3. Project Support

4.3.3.1. The Contractor shall provide the following change management services to projects:

4.3.3.1.1. Assess, establish and maintain project issue management and change control guidelines and templates.

4.3.3.2. Specific Requirements by Project Stage

4.3.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.3.3.2.1.1 Recommend a tolerance level for changes that can be managed at the project level.

4.3.3.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.3.3.2.2.1 Assess, establish the project Issue Log using the programme template.

4.3.3.2.2.2 Assist the PM in implementing the project change management process.

4.3.3.2.2.3 Advise the PM on ways to balance stakeholder's change appetite and the project's change capacity.

4.3.3.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.3.3.2.3.1 Identify the contract performance and deliverable requirements and standards for change management in project solicitations.

4.3.3.2.3.2 Review any change management-related contract deliverables and provide advice to the PM on their acceptance or correction.

4.3.3.2.4. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.3.3.2.4.1 Close the project Issue Log and transfer any active issues to the programme Issue Log.

4.3.3.2.4.2 Provide change management-related inputs to the formal Lessons Learned Review.

4.4. Communications Management

4.4.1. Under the management of the NCI Agency Programme Manager, the Contractor shall establish and provide communications management services. This service area has two principle objectives:

4.4.1.1. Fostering active communication, discussion, and documentation of activities within the Implementation Office and the project teams in the Bi-SC AIS And NGCS programmes.

4.4.1.2. Providing stakeholders with timely, accurate, and comprehensive information on the programme's status, plans, technical design, risks, issues, outcomes, and benefits.

4.4.2. Programme Support

4.4.2.1. The Contractor shall provide a general secretariat function to collect, share, and report information with all programme staff and stakeholders.

4.4.2.2. Communications Plan

4.4.2.2.1. The Contractor shall Assess, establish and maintain a Programme Communications Plan. This plan shall address how both internal and external communications will be managed and supported, and hence shall combine the content of the Information Management Plan and the Programme Communications Plan as specified in Managing Successful Programmes (MSP) [Ref. 2.2.2.5.1].

4.4.2.2.2. The Contractor shall identify in the Programme Communications Plan the primary information exchanges among the Implementation Office, portfolio and project managers, project teams, and other stakeholders.

4.4.2.2.2.1 For each exchange, the Contractor shall identify the associated documents or information products, such as a programme issue or a Project Highlight Report.

4.4.2.2.2.2 The Contractor shall characterize each exchange as:

4.4.2.2.2.2.1 Informing.

4.4.2.2.2.2.2 Escalating (raising for management attention and decision).

4.4.2.2.2.2.3 Reporting.

4.4.2.2.2.2.4 Directing.

4.4.2.2.3. The Contractor shall maintain a set of programme stakeholder profiles as part of the Programme Communications Plan.

4.4.2.3. Information Spaces

4.4.2.3.1. One of the significant challenges to maintaining an effective programme management capability for the Bi-SC AIS and NGCS is the fact that no single information space can ever meet the needs of all programme stakeholders.

4.4.2.3.2. As shown in Table 1, at least three different information spaces must be maintained due to differences in stakeholder access.

Information Space	Stakeholders			
	NCIA Staff	**NATO Staff**	**NATO Nations**	**Industry and Academia**
Intranet NR-PBN (NATO RESTRICTD)	Primary network	Very limited access	No access	No access
Intranet NS-ON (SECRT WAN)	Access with restrictions	Primary network	Very limited access	No access
Extranet (INTERNET)	Access with restrictions	Access with restrictions	Primary network	Primary network

Table 3. Programme Information Spaces and Stakeholder Access

4.4.2.3.3. The Purchaser operates the basic services and access mechanisms for all three information spaces.

4.4.2.4. Tools

4.4.2.4.1. The Contractor shall use the existing information tools provided on the three Purchaser-managed information spaces to manage and disseminate programme information in Table 3. identifies the current Purchaser-furnished information tools.

Information Tool Type	Information Space		
	Intranet NR-PBN (NATO RESTRICTD)	**Intranet NS-ON (SECRT WAN)**	**Extranet (INTERNET)**
Portal	Microsoft Office SharePoint Server (MOSS) 2013	MOSS 2013	MOSS 2013
Scheduling	Microsoft Enterprise Project Manager 2010	-	-
Requirements Management	DOORS	DOORS	DOORS
Portfolio Management, Issue Management Schedule Management	Focal Point	-	Focal Point
Architecture Management	Rational System Architect (RSA), Architecture of Integrated Systems (ARIS)		-
Process management	Architecture of Integrated Systems (ARIS)		
Office Automation	Microsoft Office 2013	Microsoft Office 2013	Microsoft Office 2013
Team and Task Management	Rational Team Concert (RTC)	-	Rational Team Concert (RTC)

Table 4. Purchaser-furnished Information Tools

4.4.2.4.2. The Contractor shall organize information managed in any information tool indexed and logically grouped for the ease of searching, locating and referencing.

4.4.2.4.3. The collection of programme information managed using these tools shall be considered the programme's knowledge base. The Contractor shall ensure that all its efforts are reflected in and contribute to the continued development of this knowledge base.

4.4.2.4.4. The contractor shall ensure that all information artefacts managed by the contractor are provided with the mandatory meta-data fields.

4.4.2.5. Programme Portal.

4.4.2.5.1. The Contractor shall administer programme portals for all three information spaces.

4.4.2.5.2. As part of the programme portals, the Contractor shall assess, establish, document and maintain the following capabilities:

4.4.2.5.2.1 Programme documentation library, holding master copies of all programme information.

4.4.2.5.2.2 Process asset library, which collects items maintained for use in programme and project management processes. This includes descriptions of processes and process elements, descriptions of project models, process tailoring guidelines, process-related documentation, documentation templates, deliverable standards, and examples of documents and deliverables. The Contractor shall consult with the Purchaser for the Agency internal standard templates during the documentation phase.

4.4.2.5.2.3 Contacts directory, providing contact information on programme stakeholders and participants.

4.4.2.5.2.4 Site pages, providing information on all sites supported by the programme, including maps, organizations and missions, relevant contacts, transportation, lodging, logistics, security, and other useful information to aid programme staff working with or visiting these sites.

4.4.2.5.2.5 Programme news, reporting major events and activities within the programme.

4.4.2.5.2.6 Programme dashboard, highlighting current status of portfolios and critical projects.

4.4.2.5.2.7 For the Internet and NATO SECRT portals, workspaces for managing project files and communications.

4.4.2.5.2.8 For the NCIA Intranet portal, links to existing project workspaces.

4.4.2.5.3. The Contractor shall ensure that applicable security and information management restrictions are observed when posting information to a programme portal.

4.4.2.6. Reporting

4.4.2.6.1. The Contractor shall Assess, establish, document, and maintain reporting processes for the programme and its projects. These processes shall support:

4.4.2.6.1.1 Highlight Reporting.

4.4.2.6.1.2 Infrastructure Committee, C3 CG and Bi-SC AIS PMO Reporting.

4.4.2.6.1.3 Input to Purchaser Reports and Briefings.

4.4.2.6.2. The Contractor shall maintain an archive of all reports and reporting inputs on the programme portals and distribute copies to designated recipients.

4.4.2.6.3. Highlight Reporting. The Contractor shall:

4.4.2.6.3.1 Assess, establish, document, and maintain a process for quarterly programme highlight reporting.

4.4.2.6.3.2 Collect inputs to and prepare a quarterly programme highlight report providing stakeholders with insight into the status, recent activities, and near-term forecast of the programme and its projects.

4.4.2.6.3.3 Assess, establish, document, and maintain a process for project highlight reporting.

4.4.2.6.3.4 Collect project highlight reports and incorporate key items into the quarterly programme highlight report.

4.4.2.6.4. Infrastructure Committee Reporting. The Contractor shall:

4.4.2.6.4.1 Assess, establish, document, and maintain a process for quarterly reporting on programme procurement, financial, and delivery status to the NATO Infrastructure Committee and its staff.

4.4.2.6.4.2 Collect inputs to and prepare this report for Purchaser approval.

4.4.2.6.5. Stakeholder Reporting. The Contractor shall:

4.4.2.6.5.1 Assess, establish, document, and maintain a process for periodic reporting on programme accomplishments, status, and plans to selected groups of programme stakeholders, such as Strategic Commands (including Bi-SC AIS PMO), the NATO C3 Board and C3 CG and substructures, and industry.

4.4.2.6.6. Inputs to Purchaser Reports and Briefs. The Contractor shall:

4.4.2.6.6.1 Collect and prepare inputs to Purchaser periodic reports such as the NCIA Annual Report and the Semi-Annual Financial Report, as well as ad-hoc requests for information and briefings.

4.4.2.7. Meeting Support

4.4.2.7.1. The Contractor shall organize and act as the secretariat for the Implementation Working Group and other regular review and consultation meetings led by the Implementation Office.

4.4.2.7.2. The Contractor shall support the other C3CG meetings (PMG, relevant IPSGs, C3IMP).

4.4.2.7.3. As part of this support, the Contractor shall:

4.4.2.7.3.1 Prepare and distribute meeting notices.

4.4.2.7.3.2 Register attendees and prepare attendance lists.

4.4.2.7.3.3 Collect, organize, and distribute presentation materials and other hand-outs.
4.4.2.7.3.4 Ensure the meeting facility is prepared to support the meeting and any presentations.
4.4.2.7.3.5 Prepare the meeting agenda.
4.4.2.7.3.6 Keep minutes of discussions and decisions taken during the meeting.
4.4.2.7.3.7 Prepare and provide presentations on the programme risk log, issues log, and master schedule.
4.4.2.7.3.8 Prepare formal minutes for Purchaser signature.
4.4.2.7.3.9 Distribute the formal minutes and other meeting materials to attendees.
4.4.2.7.3.10 Maintain a library of all meeting materials on the programme portals.
4.4.2.7.3.11 Maintain a calendar of meeting dates on the programme portals.

4.4.3. Project Support

4.4.3.1. The Contractor shall provide the following communications management services to projects:

4.4.3.1.1. By analysing the stakeholder requirements, develop Agency templates for project highlight and exception reports, Quad charts, project workspaces, and project communications plans.

4.4.3.1.2. Advise project teams on the use of communications management tools and processes.

4.4.3.2. Specific Requirements by Project Stage

4.4.3.2.1. Project Start-Up. As part of the Project Start-Up stage, the Contractor shall:

4.4.3.2.1.1 Ensure the project workspace is established and organized based on programme standards.
4.4.3.2.1.2 Ensure the initial project files are loaded into the project document library.
4.4.3.2.1.3 Ensure the project logs are established and populated with items identified as part of preparation of the Project Brief.
4.4.3.2.1.4 Provide the initial project stakeholder profiles based on the programme stakeholder profiles.

4.4.3.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.4.3.2.2.1 Advise the project team on the use of programme information tools and communication techniques to foster active interest and participation by all stakeholders.

4.4.3.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.4.3.2.3.1 Identify the performance requirements and standards for communications management within project contracts.

4.4.3.2.4. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.4.3.2.4.1 Ensure all project files and information are organized and archived for later access.

4.5. Risk Management

4.5.1. Under the management of the NCI Agency Programme Manager, inline with the established Agency processes; the Contractor shall analyse the stakeholder requirements, establish, maintain, document and provide risk management services for programme. This service area has two principle objectives:

4.5.1.1. Pro-actively identify risks, assess impacts, and implement responses to decrease the probability of negative events and increase the probability of positive outcomes.

4.5.1.2. Identify, characterize, and develop responses to systemic risks within NSIP processes and information services projects.

4.5.2. Programme Support

4.5.2.1. The Contractor shall provide the following risk management services to the programme:

4.5.2.1.1. Inline with the established Agency processes; analyse the stakeholder requirements, assess, establish, document, and maintain risk management processes and templates.

4.5.2.1.2. Assess, establish and maintain the Programme Risk Management Strategy, outlining the programme and project risk management processes and their interrelationship, identifying the systemic risks inherent to the NSIP process and information services projects and assessing stakeholder risk perception and acceptance, and identifying the standards for risk identification, risk assessment, risk reporting, and risk review.

4.5.2.1.3. Assess, establish and maintain the Programme Risk Log based on the Risk Register product description in Managing Successful Programmes (MSP) [Ref. 2.2.2.5.1].

4.5.2.1.4. Assess, establish a continuous capability to identify, estimate, evaluate, and prepare responses to programme risks.

4.5.2.1.5. Utilize qualitative and quantitative techniques to perform programme and project risk analyses.

4.5.2.1.6. Develop and maintain a standard set of risk response tools and techniques for use by the programme and projects.

4.5.2.1.7. Provide the Programme Board with formal risk assessments of new projects at Project Start-Up and other milestones as directed.

4.5.2.1.8. Provide impact assessment of new programme issues, risks, and changes.

4.5.2.1.9. Perform periodic programme risk assessments.

4.5.2.1.10. Perform periodic programme risk reviews.

4.5.3. Project Support

4.5.3.1. The Contractor shall provide the following risk management services to projects:

4.5.3.1.1. Train and advise project staff on the use of programme risk processes and tools.

4.5.3.1.2. Perform periodic project risk assessments.

4.5.3.1.3. Perform periodic project risk reviews.

4.5.3.2. Specific Requirements by Project Stage

4.5.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.5.3.2.1.1 Conduct an initial risk assessment and provide this as part of the Project Brief.

4.5.3.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.5.3.2.2.1 Assess, establish, document and maintain the project Risk Log using the programme template.

4.5.3.2.2.2 Organize a formal risk workshop with project staff and stakeholders to establish an agreed initial set of risks with corresponding assessments and proposed responses.

4.5.3.2.2.3 Prepare the Risk Management section of the project's Type B Cost Estimate (TBCE), including the summary Risk Table.

4.5.3.2.2.4 In the case of projects proposing the use of Best Value procedure, prepare the procurement risk assessment to support the use of the procedure.

4.5.3.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.5.3.2.3.1 Identify the contract performance and deliverable requirements and standards for project solicitations.

4.5.3.2.3.2 After source selection, review the selected contractor's proposal and provide an assessment of any risks that need to be added to or changed within the project risk log.

4.5.3.2.3.3 Review any risk-related contract deliverables and provide advice to the PM on their acceptance or correction.

4.5.3.2.4. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.5.3.2.4.1 Close the project Risk Log and transfer any active risks to the programme Risk Log.

4.5.3.2.4.2 Provide risk-related inputs to the formal Lessons Learned Review.

4.6. Schedule Management

4.6.1. Under the management of the NCI Agency Programme Manager, the Contractor shall assess, establish, document, maintain and provide schedule Management services. This service area has three principle objectives:

4.6.1.1. Provide clear visibility into programme and project schedules and progress.

4.6.1.2. Quickly and effectively identify and enable the Implementation Office to mitigate schedule dependencies among projects.

4.6.1.3. Keep overall programme implementation progress on track.

4.6.2. Programme Support

4.6.2.1. The Contractor shall provide the following schedule management services to the programme:

4.6.2.1.1. Assess, establish, document, and maintain programme and project schedule management processes.

4.6.2.1.2. Maintain a programme master schedule incorporating:

4.6.2.1.2.1 Programme-level milestones, such as tranches or targets.

4.6.2.1.2.2 Active projects and project milestones.

4.6.2.1.2.3 Future projects and estimated milestones.

4.6.2.1.2.4 Events affecting Bi-SC AIS sites, such as site surveys, site installations and transition from legacy to new capability.

4.6.2.1.2.5 Relevant stakeholder activities and events, such as exercises and experiments.

4.6.2.1.2.6 Relevant milestones from related programmes.

4.6.2.1.2.7 Time-based interdependencies between schedule elements.

4.6.2.1.3. Assess, establish, document, maintain a schedule change control process to capture, record, and assess the impact of changes in the programme master schedule.

4.6.2.1.4. Provide schedule inputs to programme reports and plans.

4.6.2.1.5. Prepare schedule products, including milestone charts, Gantt charts, network diagrams, tailored to suit reporting purposes, such as forecasts of programme and project activities for individual sites.

4.6.2.1.6. Provide schedule impact assessment of new programme issues, risks, and changes.

4.6.2.1.7. Estimate task durations and time reserves, using analogous or parametric techniques, to support project and programme schedule development.

4.6.2.1.8. Establish and maintain data on actual task durations to aid and inform duration estimation.

4.6.2.1.9. Analyze programme and project schedules to identify critical paths and critical chains.

4.6.2.1.10. Identify programme and project schedule trends in terms of milestone achievement, frequency and source of schedule changes, and earned value management.

4.6.2.1.11. Apply critical path and critical chain methods and techniques to identify and recommend changes in programme or project schedules that would improve the timeliness or quality of delivered capabilities.

4.6.3. Project Support.

4.6.3.1. The Contractor shall provide the following schedule management services to projects:

4.6.3.1.1. Train and advise project staff on the use of programme scheduling procedures, tools, and techniques.

4.6.3.1.2. Develop activity networks.

4.6.3.1.3. Estimate task duration.

4.6.3.1.4. Estimate recommended time reserves.

4.6.3.1.5. Provide schedule impact assessment of new project issues, risks, and changes.

4.6.3.1.6. Perform periodic reviews of project schedules.

4.6.3.2. Specific Requirements by Project Stage

4.6.3.2.1. Project Start-Up stage. As an input to the Project Brief, the Contractor shall:

4.6.3.2.1.1 Prepare a preliminary project schedule identifying the duration of the project stages and dates for its major milestone based on stakeholder inputs and task duration data.

4.6.3.2.1.2 Identify major schedule dependencies with other projects.

4.6.3.2.1.3 Identify and assess the risk of not meeting milestone expectations within resource limitations and based on existing duration data.

4.6.3.3. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.6.3.3.1. Assist the PM in developing the detailed project schedule, including:

4.6.3.3.1.1 Identifying the tasks and work packages within the project.

4.6.3.3.1.2 Developing the activity network.

4.6.3.3.1.3 Estimating durations, variances, and time reserves, and proposing appropriate schedule tolerances.

4.6.3.3.2. Assist the PM in establishing the project schedule change control process.

4.6.3.4. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.6.3.4.1. Identify the tasks, deliverables, and standards for schedule management within project contracts.

4.6.3.4.2. Assist the PM in analyzing and developing new schedule baselines to respond to possible or actual changes in scope.

4.6.3.5. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.6.3.5.1. Provide schedule management inputs to the Lessons Learned Review.

4.6.3.5.2. Capture the final actual project milestones in the programme master schedule.

4.7. Cost Management

4.7.1. Under the management of the NCI Agency Programme Manager, the Contractor shall assess, establish, document, maintain and provide cost management services. This service area has one principle objective:

4.7.1.1. Ensure programme staff and stakeholders maintain clear visibility into the financial status of all activities managed under the Implementation Office.

4.7.2. Programme Support

4.7.2.1. The Contractor shall provide the following cost management services to the programme:

4.7.2.1.1. Assess, establish, document, and maintain cost management processes.

4.7.2.1.2. Collect and compile data on the status of programme funds (authorised, committed, obligated, and expended) for input to programme reports and management reviews.

4.7.2.1.3. Collect performance data on active projects for use in improving the application of Earned Value Management within the programme.

4.7.2.1.4. Compile historical data on costs to improve the accuracy of programme and project cost estimates.

4.7.2.1.5. Recommend improvements in the Purchaser's cost estimation tools.

4.7.2.1.6. Prepare cost estimates for programme-level activities such as capability package development.

4.7.2.1.7. Provide cost impact assessment of new programme issues, risks, and changes.

4.7.2.1.8. Train programme and project staff on the use of cost management processes.

4.7.3. Project Support

4.7.3.1. The Contractor shall provide the following cost management services to projects:

4.7.3.1.1. Inline with the established Agency processes; develop guidelines for the application of Earned Value Management (EVM) within projects.

4.7.3.1.2. Advise PMs in the application of EVM to plans covering the project's management, engineering, and investment budgets.

4.7.3.1.3. Provide cost impact assessment of new project issues, risks, and changes.

4.7.3.2. Specific Requirements by Project Stage

4.7.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.7.3.2.1.1 Prepare an initial estimate of the project's cost and note any significant differences from prior estimates, such as in a Capability Package.

4.7.3.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.7.3.2.2.1 Prepare cost/benefit analyses of project implementation options.

4.7.3.2.2.2 Assist the PM in preparing the cost estimates for the TBCE.

4.7.3.2.2.3 Assist the PM in incorporating EVM techniques to the plan for management costs.

4.7.3.2.2.4 Assist the PM in the use of cost reporting tools.

4.7.3.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.7.3.2.3.1 Assist the PM in preparing cost estimates for major changes in project scope.

4.7.3.2.4. Project Closure. As part of the Project Closure stages, the Contractor shall:

4.7.3.2.4.1 Assist the PM in preparing the request for Joint Final Acceptance Inspection (JFAI).

4.7.3.2.4.2 Provide cost management inputs to the Lessons Learned Review.

4.8. Configuration Management

Under the management of the NCI Agency Programme Integration and Test Manager, the Contractor shall assess, establish, document, maintain and provide configuration management (CM) services. This service area has the following principle objectives:

4.8.1.1. Provide consistent and responsive CM across the Bi-SC AIS and NGCS programmes and projects.

4.8.1.2. Ensure the accuracy and integrity of managed programme and project baselines.

4.8.2. Programme Support

4.8.2.1. The Contractor shall provide the following CM services to the Programme:

4.8.2.1.1. Assess, establish, document, maintain CM processes and standards for the programme and its projects.

4.8.2.1.2. Develop and maintain a standard set of CM tools and techniques for use by the programme and projects.

4.8.2.1.3. Identify and describe the goals and objectives for programme and project CM.

4.8.2.1.4. Evaluate the cost of achieving CM goals and objectives for CM processes.

4.8.2.1.5. Develop quality metrics to evaluate and measure progress toward CM goals and objectives.

4.8.2.1.6. Define formal CM validation and verification criteria.

4.8.2.1.7. Define CM quality guidelines and controls to direct, monitor and support CM processes.

4.8.2.1.8. Report on progress as part of the programme performance monitoring and management processes.

4.8.2.1.9. Support collaboration with other stakeholders (in ACO and ACT) to standardize CM processes across the entire system life cycle and coordination of the Configuration

Management Services of the in-service capability (e.g. SMC CMDB).

4.8.2.2. CM Information Management

4.8.2.2.1. The Contractor shall:

4.8.2.2.1.1 Ensure the integrity, accessibility and confidentiality of programme CM information.

4.8.2.2.1.2 Establish and maintain the Programme CM Plan, referencing programme and project CM processes and identifying the CIs assigned to the programme and to projects.

4.8.2.2.2. Granularity level

4.8.2.2.2.1 The Contractor shall identify the most appropriate level of information granularity that is required to reduce the administration overload whilst ensuring that data is exchanged in a way to effectively foster the decision making process in collaboration with the Purchaser.

4.8.2.2.2.2 The Contractor shall demonstrate how the chosen level of CM information granularity will accomplish CM Goals and Objectives and how the CM process of Configuration Identification will implement such granularity level.

4.8.2.2.2.3 The Contractor shall diversify the CM information granularity according to the level of management (i.e., programme or project) and balance the need for documentation with the requirement for a clear and concise communication between processes and actors.

4.8.2.2.3. Configuration Item (CI) Definition

4.8.2.2.3.1 The Contractor shall define CI templates according to NATO CM requirements stated in ACMP-2 [Ref. 2.2.1.1.2]and specify:

4.8.2.2.3.1.1 Products that are delivered at Project and Programme Level.

4.8.2.2.3.1.2 Designated work products at Project and Programme Level.

4.8.2.2.3.1.3 Acquired products at Project and Programme Level.

4.8.2.2.3.1.4 Tools and other capital assets of the project's and programme's work environment.

4.8.2.2.3.1.5 Any other item used in creating and describing the above mentioned work products.

4.8.2.3. Define Configuration Baselines

4.8.2.3.1. The Contractor shall define a set of CM baselines that will be maintained by the programme.

4.8.2.3.2. As minimum categorisation, the Contractor shall maintain the following three baseline groups:

4.8.2.3.2.1 Non-Functional and functional requirements for the programme and its projects as reflected in Capability Packages, TBCEs, IC authorizations, and System Requirements Specifications.

4.8.2.3.2.2 Development, comprising the formal design specifications for the programme and its projects.

4.8.2.3.2.3 Production, comprising the elements of the programme and its projects that have been formally accepted or transitioned to operations.

4.8.2.3.3. Control Configuration Baselines

4.8.2.3.3.1 The Contractor shall:

4.8.2.3.3.1.1 Assess, establish, document, maintain a process for maintaining and controlling configuration baselines at the programme and project level.

4.8.2.3.3.1.2 Establish and maintain an online repository for configuration baseline data.

4.8.2.3.3.1.3 Produce configuration baseline data sets and reports as required to provide to projects, other programmes, and programme stakeholders.

4.8.3. Project Support

4.8.3.1. The Contractor shall provide the following configuration management services to projects:

4.8.3.1.1. Train and advise staff on the use of Project Configuration Management processes, policies, guidelines, and tools.

4.8.3.1.2. According to the Project Phase (i.e. Start-Up, Initiation, Execution, Closure) the Contractor shall identify which baseline categorisation and CI do apply for each Project.

4.8.3.1.3. Perform periodic project configuration audits.

4.8.3.1.4. Perform periodic project baseline reviews.

4.8.3.1.5. Establish project CM reporting and monitoring.

4.8.3.1.6. Establish interfaces to project contractor and NCIA configuration management and control processes.

4.8.3.2. Specific Requirements by Project stage:

4.8.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.8.3.2.1.1 Define the necessary Configuration Baselines and the recommended level of granularity of CM information to be managed at the project level.

4.8.3.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.8.3.2.2.1 Define and assist the PM to establish a Project Change Control Board (CCB) to assess the scope, priority and impact of changes to the Project's established Baselines.

4.8.3.2.2.2 Identify the types of changes that are subject to Change Control (e.g., Engineering Change Proposals, Request for Change, and Request for Waiver).

4.8.3.2.2.3 Implement a mechanism to record, track and document project changes.

4.8.3.2.2.4 Act as the secretariat for project Change Control Board meetings and ensure that changes are addressed in a timely manner.

4.8.3.2.2.5 For the Projects whose scope or constraints are such that the creation of a Project specific CCB is demonstrated as excessive, assist the PM in managing changes in an expeditious way and in the respect of the programme CM processes.

4.8.3.2.2.6 Monitor and report on the status of the changes to the Project's established baselines.

4.8.3.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.8.3.2.3.1 Identify the quality and performance standards for contract CM tasks and deliverables.

4.8.3.2.3.2 Review contractor CM performance and deliverables for compliance.

4.8.3.2.3.3 Conduct configuration audits of project contractors.

4.8.3.2.4. Project Closure

4.8.3.2.4.1 Ensure that no remaining pending changes to the project baselines remain open.

4.8.3.2.4.2 Ensure the project baselines are transferred to programme CM control.

4.8.3.2.4.3 Provide CM inputs to the Lessons Learned Review.

4.9. Quality Management

4.9.1. Under the management of the NCI Agency Technical Design Authority, the Contractor shall assess, establish, document, maintain and provide quality management (QM) services.

4.9.2. The PMIC QM services shall be consistent with NCI Agency Quality Management System (QMS) .

4.9.3. This service area has the following principal objectives:

4.9.3.1. Provide measurable evidence that accurate and reproducable results are delivered that meet customers quality expectations across the Bi-SC AIS Programme and its Projects.

4.9.3.2. Establish a countinuous process of quality improvement.

4.9.4. Programme Support

4.9.4.1. The Contractor shall provide the following QM services to the programme:

4.9.4.1.1. Assess, establish, document and maintain quality management processes, including:

4.9.4.1.1.1 QM goals and objectives for the programme and its projects.

4.9.4.1.1.2 Roles and responsibilities, procedures, and standards to be utilised for quality control and quality management on programme and project Level

4.9.4.1.1.3 A standard set of QM tools and techniques for use by the Programme and Projects.

4.9.4.1.1.4 Generic acceptance criteria for quality attributes.

4.9.4.1.1.5 Quality measurement guidelines.

4.9.4.1.2. Define quality attributes for configuration baselines that are controlled by the Programme.

4.9.4.1.3. Develop a model to evaluate the cost of achieving QM goals and objectives.

4.9.4.1.4. Establish and maintain the Programme Quality Log.

4.9.4.1.5. Utilize qualitative and quantitative techniques to perform programme and project quality reviews and audits.

4.9.4.1.6. Develop and maintain a standard set of quality assessment tools and techniques for use by the Programme and its Projects.

4.9.5. Project Support

4.9.5.1. The Contractor shall provide the following QM services to projects:

4.9.5.1.1. Train and advise project staff on the use of QM processes, procedures, policies, guidelines, and tools.

4.9.5.1.2. Apply the planned, systematic quality activities to ensure that the project employs all processes needed to meet requirements.

4.9.5.1.3. Monitor specific project results to determine whether they comply with relevant quality standards and identifying ways to eliminate the causes of unsatisfactory performance.

4.9.5.1.4. Provide feedback to project teams on the results of quality management activities

4.9.5.1.5. Ensure that noncompliance issues are raised to project issue management.

4.9.5.1.6. Perform milestone driven QM reviews as part of the Agency QMS.

4.9.5.1.7. Perform event driven QM audits.

4.9.5.1.8. Perform checkpoint quality reviews.

4.9.5.2. Specific Requirements by Project Stage

4.9.5.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.9.5.2.1.1 Recommend the applicable quality model and identify any tailoring to optimize the project's cost and schedule or the quality of its deliverables.

4.9.5.2.1.2 Propose project quality goals and objectives.

4.9.5.2.1.3 Propose an initial set of acceptance criteria.

4.9.5.2.1.4 Assess the initial project quality risks and issues.

4.9.5.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.9.5.2.2.1 Identify which standards, quality processes are relevant to the project so that project will satisfy its needs.

4.9.5.2.2.2 Assist the project team in establishing the project quality management capability.

4.9.5.2.2.3 Prepare the project quality plan on the basis of a programme standard template.

4.9.5.2.2.4 Organize and act as recorder for quality reviews.

4.9.5.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.9.5.2.3.1 Identify the quality and performance standards for contract QM tasks and deliverables.

4.9.5.2.3.2 Review contractor performance and deliverables for QM compliance.

4.9.5.2.3.3 Assess project contractor quality management systems for compliance.

4.9.5.2.4. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.9.5.2.4.1 Provide quality management inputs to the Lessons Learned Review.

4.10. C4ISR Systems Engineering

4.10.1. Under the management of the programme Technical Design Authority, the Contractor shall assess, establish, document, maintain and provide C4ISR systems engineering services. This service area has three principle objectives:

4.10.1.1. Ensure operational needs captured as implementation requirements for C4ISR capabilities.

4.10.1.2. Ensure C4ISR capabilities delivered through the Bi-SC AIS programme are specified, acquired, and verified in a consistent manner that enables interoperability and reduces life cycle costs.

4.10.1.3. Provide clear and consistent guidelines so that Bi-SC AIS contractors design, implement, test, and document the capabilities they produce in a consistent and good quality manner that also enables interoperability, reuse and reduces life cycle costs.

4.10.2. Programme Support

4.10.2.1. Under the management of the programme Technical Design Authority, the Contractor shall provide the following C4ISR systems engineering services to the programme:

4.10.2.1.1. Programme C4ISR Systems Engineering Guidance

4.10.2.1.1.1 Assess, establish, document and maintain programme engineering standards and guidelines to ensure a clear and traceable path through the stages and processes, and through application of a system development and engineering as specified in standards [Ref. 2.2.2.1.1, 2.2.2.1.2, 2.2.2.1.3, 2.2.2.1.4] and models [Ref. 2.3.3.1.7, 2.2.2.3.2].

4.10.2.1.2. Programme C4ISR Business Analysis

4.10.2.1.2.1 Assess, establish, document and maintain programme business modelling standards and guidelines to ensure a clear and traceable path from user needs to the implementation requirements.

4.10.2.1.2.2 Provide programme level NATO C4ISR expertise in order to understand user needs using operational/business language of the operational end user by establishing programme level operational/business models, architectures, user stories, work flows, etc. to capture what a user does or needs to do as part of his or her job function.

4.10.2.1.2.3 In order to support implementation of SIP TF recommendations [Ref. 2.3.1.6], develop and maintain Operational User Acceptance criteria at the beginning of each project implementation together with other stakeholders, such as Bi-SC AIS PMO [Ref. 1.6.6].

4.10.2.1.2.4 Support the Purchaser management team, specifically the Programme Manager, in Business Change Management and Benefits Management related activities.

4.10.2.1.3. C4ISR Componentisation

4.10.2.1.3.1 Develop and maintain a system of systems architecture based on reusable software components for the Bi-SC AIS programme.

4.10.2.1.3.2 Develop and maintain a component implementation roadmap; based on agreed scope and boundaries.

4.10.2.1.3.3 Perform engineering activities and develop proofs of concept to support C4ISR componentisation.

4.10.2.1.4. Programme Engineering Repository

4.10.2.1.4.1 Design, establish and maintain an online repository consistent with the Agency IKM framework. The repository shall contain approved programme technical data, such as programme level requirements specifications, technical constraints, interface control documents, UX process, HMI Style Guides, test plans and procedures.

4.10.2.1.4.2 Establish and maintain an access control mechanism to allow users authorized by the Purchaser to access the repository.

4.10.2.1.4.3 Establish and maintain a utilization auditing and reporting capability to track usage of the repository.

4.10.2.1.4.4 Establish and administer a registration process through which users can request access, providing an appropriate proof of eligibility.

4.10.2.1.4.5 Establish and maintain this repository on the NATO RESTRICTD network. The releasable portion of this repository will be made available on NATO UNCLASSIFIED network for stakeholders' access.

4.10.2.1.4.6 Establish and maintain a "reading room" capability in which commercial firms and others could view selected elements of the contents under appropriate physical and information security controls in the Purchaser's facilities, to support such activities as bid preparation.

4.10.2.1.5. Programme Service Design and Implementation Support

4.10.2.1.5.1 Establish and maintain a service catalogue (aligned with NATO C3 Taxonomy as much as possible) as a central source of information on the Bi-SC AIS services being planned, in development, delivered, and supported, ensuring that stakeholders and programme staff can understand the state and characteristics of these services.

4.10.2.1.5.2 Develop service mock-ups, electronic Interface Control Documents (ICDs) and virtual services for use in the integration testbed. A service mock-up is a very simple application that simulates the service states and information exchanges of Bi-SC AIS services that have not yet been fully implemented and accepted.

4.10.2.1.6. Programme Integration Assessment

4.10.2.1.6.1 Support the Purchaser Programme Manager through identification and assessment of the degree of interdependency among projects.

4.10.2.1.6.2 Provide recommendations on phasing, staging, and sequencing of projects based on interdependency assessments.

4.10.2.1.7. Technical Coordination with Other Programmes

4.10.2.1.7.1 Monitor interfaces and services jointly used or managed by other Purchaser programmes.

4.10.2.1.7.2 Raise issues when the impact of work within other programmes on Bi-SC AIS technical activities must be assessed.

4.10.2.1.7.3 Raise risks when work within other programmes may increase the possibility of failure in Bi-SC AIS activities.

4.10.2.1.8. Technology Roadmapping

4.10.2.1.8.1 Develop and maintain a technology roadmapping capability for the Bi-SC AIS programme consistent with the overall NCI Agency Application and Technology Portfolio management framework approach.

4.10.2.1.8.2 Define the scope and boundaries for the technology roadmap.

4.10.2.1.8.3 Organize and facilitate workshops involving programme stakeholders and key suppliers to identify roadmap issues and elements.

4.10.2.1.8.4 Identify:

4.10.2.1.8.4.1 The products and services that will be the focus of the roadmap.

4.10.2.1.8.4.2 The critical system requirements and their targets.

4.10.2.1.8.4.3 The major relevant technologies, such as operating systems.

4.10.2.1.8.4.4 The key technology drivers and their targets.

4.10.2.1.8.4.5 Alternative solutions.

4.10.2.1.8.4.6 Known milestones and estimated timeframes.

4.10.2.1.8.5 Create and maintain a programme technology roadmap.

4.10.2.1.8.6 For technologies that are being used in the programme but are facing challenges such as expiration or approaching end of life, develop migration strategies, create detailed instructions for migration and develop proof of concept mockups applying also C4ISR Software Engineering and Design services.

4.10.2.1.9. Support to Change Management

4.10.2.1.9.1 Provide systems integration impact assessment of new programme issues, risks, and changes.

4.10.3. Project Support

4.10.3.1. Under the management of the programme Technical Design Authority, the Contractor shall provide the following C4ISR Systems Engineering services to projects:

4.10.3.1.1. Review and assess the project System Development Plan (SDP) and other documents related with C4ISR Systems Engineering activities that project will execute to recommend improvements to the project team.

4.10.3.1.2. Identify and advise project teams on the use of NATO C4ISR Service Interface Profiles and other standards.

4.10.3.1.3. Monitor the use of NATO, Agency and programme level technical standards within projects and identify and recommend improvements.

4.10.3.2. Specific Requirements by Project Stage

4.10.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.10.3.2.1.1 Identify the initial set of required architecture artefacts, interfaces and services with which the project's expected capability will need to interact.

4.10.3.2.1.2 Provide an extract of the programme Dependency Structure Matrix that identifies the project's known interdependencies with other projects.

4.10.3.2.1.3 Identify any expected changes to the programme's standard technical processes.

4.10.3.2.2. Project Initiation.

4.10.3.2.2.1 Assist PM in the application of standard technical processes for requirements definition, development of the proposed approach, development of agreed set of architecture artefacts, and assessment of any significant technical issues and risks.

4.10.3.2.2.2 Identify and confirm the state of interfaces and services with which the project's expected capability will need to act.

4.10.3.2.2.3 Identify and assess the technical risks.

4.10.3.2.3. Project Execution stages. As part of the Project Execution stages, the Contractor shall:

4.10.3.2.3.1 Identify the performance and deliverable standards for contractor technical activities.

4.10.3.2.3.2 If requested by the Purchaser, specifically at the time of official milestones or checkpoints, support the projects by reviewing and providing assessment of project's C4ISR Systems Engineering deliverables to identify and recommend improvements.

4.10.3.2.3.2.1 Use industry best practices, tools, methodologies and techniques suitable for this engineering assessment.

4.10.3.2.3.3 Provide technical support to project meetings and deliverable reviews.

4.10.3.2.4. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.10.3.2.4.1 Provide C4ISR systems engineering inputs to the Lessons Learned Review.

4.10.3.2.4.2 Incorporate any useful project artifacts or deliverables into the programme knowledge base.

4.11. C4ISR Integration Management

4.11.1. Under the management of the NCI Agency Programme Integration and Test Manager, the Contractor shall establish and provide integration management services. This service area has two principle objectives:

4.11.1.1. Enable the programme to perform operationally realistic integration activities that reduce the risk of delays in service transition, and performance and interoperability problems in operation.

4.11.1.2. Ensure that integration activities throughout the programme—whether by the Purchaser, the Contractor, or other suppliers—are performed in a consistent manner to a common standard of quality.

4.11.2. C4ISR Integration Support

4.11.2.1. Programme Support

4.11.2.1.1. The Contractor shall provide the following integration management services to the programme:

4.11.2.1.1.1 Establish, document, and maintain a standard set of processes for the development, planning, preparation, conduct, and reporting of all levels of integration activities.

4.11.2.1.1.2 Establish, document, and maintain a standard set of integration test scenarios.

4.11.2.1.1.3 Establish, document, and maintain a standard set of integration test data.

4.11.2.1.1.4 Establish, document, and maintain guidelines for the design and implementation of service and interface simulators by projects.

4.11.2.1.1.5 Establish, document, and maintain integration test procedures for projects with programme level interdependencies identified in the Dependency Structure Matrix.

4.11.2.1.1.6 Establish, document, and maintain capabilities for automated and regression testing.

4.11.3. Project Support

4.11.3.1. The Contractor shall provide the following integration management services to projects:

4.11.3.1.1. Train and advise project teams on the use of programme integration management processes and capabilities.

4.11.3.1.2. Verify that test plans and procedures are consistently linked to project requirements.

4.11.3.2. Specific Requirements by Project Stage

4.11.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.11.3.2.1.1 Identify the major test support anticipated for the project. Tests will be based on requirements of the project scope.

4.11.3.2.2. As part of the Project Initiation stage, the Contractor shall:

4.11.3.2.2.1 Assist the PM in identifying and planning test activities.

4.11.3.2.2.2 Assist the PM in applying programme level integration test cases and scenarios and identifying project-specific ones.

4.11.3.2.3. As part of the Project Execution stages, the Contractor shall:

4.11.3.2.3.1 Identify the contractual performance and quality requirements for project-level testing.

4.11.3.2.3.2 Review and provide a compliance assessment of contractor test planning and reporting deliverables.

4.11.3.2.3.3 Plan, prepare, and operate the integration testbed in support of project-level testing.

4.11.3.2.3.4 Report on integration test results.

4.11.3.2.3.5 Ensure that test results are traced back to requirements to determine completion of scope.

4.11.3.2.4. As part of the Project Closure stage, the Contractor shall:

4.11.3.2.4.1 Assume configuration control of project test data.

4.11.3.2.4.2 Provide inputs to the formal Lessons Learned review.

4.11.4. Integration Environment Support

4.11.4.1. Introduction.

4.11.4.1.1. The purpose of the programme integration testbed is to provide a continuing capability to test programme products, components and interfaces and also with other programmes in a realistic and accurate simulation of the operational environment (and eventually in a Dev Ops situation).

4.11.4.1.2. The testbed shall:

4.11.4.1.2.1 Simulate external systems to provide flexibility in scheduling.

4.11.4.1.2.2 Be capable of connecting to external systems.

4.11.4.1.2.3 Be capable of being partitioned into segments to enable parallel testing.

4.11.4.1.2.4 Be capable of hosting different baselines on different segments.

4.11.4.1.2.5 Be capable of being reconfigured from one baseline to another with minimal downtime.

4.11.4.1.2.6 Support automated remote testing with services and interfaces by authorized parties.

4.11.4.1.2.7 Be capable of employing simulators of services and interfaces provided by the Contractor or other suppliers.

4.11.4.1.2.8 Allow simulators to be replaced with fully implemented applications without extensive reconfiguration.

4.11.4.1.2.9 Contain multiple segments to enable operationally realistic testing of distributed systems and services.

4.11.4.1.2.10 Support rapid reconfiguration to minimize downtime between tests.

4.11.4.2. Process. The Contractor shall:

4.11.4.2.1. Establish, document, and maintain testbed planning, design, implementation, management, and operation processes to support the incremental development of the integration testbed.

4.11.4.3. Analysis. The Contractor shall:

4.11.4.3.1. Review project plans and contracts and identify requirements for integration testing with elements of the Bi-SC AIS outside the project's scope.

4.11.4.3.2. Collect and organize these requirements into a test requirements baseline.

4.11.4.3.3. Analyze these requirements and allocate them to a set of services the integration testbed must provide and a timeline showing when these services must be available.

4.11.4.4. Planning. The Contractor shall:

4.11.4.4.1. Prepare and maintain a Programme Test Plan that outlines the requirements, services, schedule, and resources for incremental development and operation of the integration testbed.

4.11.4.5. Security. The Contractor shall:

4.11.4.5.1. Document the security requirements for the integration testbed in a System Security Requirements Specification.

4.11.4.5.2. Provide a Security Accreditation Plan for obtaining the approval of the responsible accreditation authority.

4.11.4.5.3. Provide a Security Test and Evaluation Plan that will allow an independent tester to confirm that the integration testbed satisfies its security requirements.

4.11.4.5.4. Establish and maintain a Security Operations Procedure that outlines the measures, roles, and responsibilities involved in maintaining the integration testbed at the appropriate level of security.

4.11.4.6. Design. The Contractor shall:

4.11.4.6.1. Prepare and maintain a high-level design, including agreed architectural views, for the integration testbed.

4.11.4.6.2. Prepare and maintain a detailed design, including specific configuration of equipment and services.

4.11.4.6.3. Prepare and maintain a plan outlining the tests to be performed to verify that the integration testbed complies with the baseline requirements and design.

4.11.4.6.4. Organize joint reviews, as defined in IEEE 12207 [Ref. 2.2.2.1.2], at which it shall present its high-level and detailed designs for Purchaser review and approval.

4.11.4.6.5. Identify Purchaser facilities modifications required to support implementation and operation of the integration testbed.

4.11.4.7. Procurement. The Contractor shall:

4.11.4.7.1. Prepare specifications for the COTS components required to equip the integration testbed.

4.11.4.7.2. Prepare compliance criteria that will be used to determine if proposed equipment meets the specifications.

4.11.4.7.3. Receive, inspect, and verify delivery of equipment.

4.11.4.7.4. Verify equipment delivery against supplier invoices.

4.11.4.8. Implementation. The Contractor shall:

4.11.4.8.1. Prepare the facility for equipment installation.

4.11.4.8.2. Install, configure, activate, and test the integration testbed components.

4.11.4.8.3. Connect the integration testbed with network services and demonstrate the ability to support access control and information exchange requirements.

4.11.4.8.4. Carry out the Security Test and Evaluation Plan to demonstrate compliance with security requirements.

4.11.4.8.5. Conduct System Acceptance Testing to demonstrate compliance with the testbed requirements and design.

4.11.4.9. Management and Operation. The Contractor shall:

4.11.4.9.1. Maintain configuration control of the integration testbed and all test configurations, scripts, data, logs, and tools.

4.11.4.9.2. Ensure that elements of the programme baseline, such as system security settings, are monitored and updated in the integration testbed configuration control system when updated.

4.11.4.9.3. Maintain a testbed schedule that allows projects and other activities requiring testbed support to request and commit to the dates and scope of testing events.

4.11.4.9.4. Maintain an online repository of test assets.

4.11.4.9.5. Maintain access controls to prevent unauthorized personnel from using the testbed.

4.11.4.9.6. Provide a weekly report of testbed activities.

4.11.4.10. Testing. The Contractor shall:

4.11.4.10.1. Prepare test plans and procedures for authorized tests involving the testbed.

4.11.4.10.2. Prepare test data.

4.11.4.10.3. Configure the testbed as required to support authorized tests.

4.11.4.10.4. Perform the authorized tests.

4.11.4.10.5. Record and track deficiencies identified through testing.

4.11.4.10.6. Record the results of tests and report these to the Purchaser and the supported activity.

4.11.4.11. Maintenance. The Contractor shall:

4.11.4.11.1. Administer and perform maintenance on testbed equipment to the line replaceable unit (LRU) level.

4.11.4.11.2. Request warranty support from equipment suppliers.

4.11.4.11.3. Log testbed performance problems to enable availability and reliability assessment and planning.

4.11.4.11.4. Install software patches, updates, and releases.

4.12. C4ISR Software Engineering and Design

4.12.1. Under the management of the programme Technical Design Authority, the Contractor shall establish and provide modern software engineering and design services. This service area has two principle objectives:

4.12.1.1. Provide the programme with a comprehensive and accurate set of software engineering and design data to support programme governance, architecture, requirements management, and systems integration.

4.12.1.2. Provide projects with agile procedures, tools, and guidance to enable consistent and effective use and generation of software engineering design and documentation.

4.12.2. Programme Support

4.12.2.1. Under the management of the programme Technical Design Authority, the Contractor shall provide the following software engineering and design services:

4.12.2.1.1. Establish, document, and maintain processes for creation, application, and management of programme and project design and architectures.

4.12.2.1.2. Establish, document, and maintain guidelines and tools to assist project teams to apply a proven software engineering approach to requirements elicitation, documentation, analysis, design, development and management.

4.12.2.1.3. Keep these processes, guidelines, and tools current with Purchaser policies and standards for modern software engineering methodologies.

4.12.2.1.4. Establish, document and maintain processes, tools and products for C4ISR software Development and Operations (DevOps) for programme activities in accordance with NCI Agency's Service Strategy guidance.

4.12.2.1.5. Perform software engineering activities to develop proof of concept level mock-ups for componentisation using agile software technologies and open standard based interfaces.

4.12.2.1.5.1 Whenever required, conduct research to develop recommendations to resolve project issues related with software engineering. Support project implementations by creating innovative concepts to increase efficiency, quality and performance of products.

4.12.2.1.6. Establish and maintain a programme software engineering and design repository which will contain views and other architectural data representing the programme's functional, development, and production baselines. The software engineering repository shall:

4.12.2.1.6.1 Support software engineering and design views compliant with NAF [Ref. 2.2.1.4.4] and TOGAF [Ref. 2.2.2.7.1].

4.12.2.1.6.2 Support the import, export, and exchange of architectural data with other repositories.

4.12.2.1.6.3 Collect, prepare, organize, and incorporate legacy Purchaser architectural data in the programme architecture repository incorporated in or federated with the Programme Engineering Repository.

4.12.2.1.6.4 Maintain configuration control of the data in this repository and integrate changes submitted from the project and programme levels.

4.12.2.1.6.5 Coordinate with other architecture repositories to import and export agreed data to/from the repository.

4.12.2.1.6.6 Identify significant gaps in the scope or contents of the repository and recommend actions to address them.

4.12.2.1.6.7 Prepare programme- and project-level architecture products to support analysis of alternate implementation approaches, programme issues and risks, and proposed changes.

4.12.2.1.6.8 Assist other NATO staff in the development and assessment of architectures.

4.12.2.1.6.9 Support architecture-driven planning, including:

4.12.2.1.6.9.1 Generating operational, system, and technical views.

4.12.2.1.6.9.2 Identifying interdependencies between projects, services, and external activities.

4.12.2.1.6.9.3 Identifying mission-critical services.

4.12.2.1.6.9.4 Assessing the impact of organizational, technological, and mission changes on the programme.

4.12.3. Project Support

4.12.3.1. Under the management of the programme Technical Design Authority, the Contractor shall provide the following C4ISR Software Engineering and Design services to projects:

4.12.3.1.1. Assist the project team in applying the programme standard procedures and tools to generate software design and architectures.

4.12.3.2. Specific Requirements by Project Stage

4.12.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.12.3.2.1.1 Identify an initial set of architectural artefacts that describe:

4.12.3.2.1.1.1 The top-level operational processes the project must support.

4.12.3.2.1.1.2 The known systems and services with which the project's intended products must interoperate.

4.12.3.2.1.1.3 The organizations and locations the project must support.

4.12.3.2.1.1.4 The operational modes the project must support.

4.12.3.2.2. Project Initiation. In support of the Project Initiation stage, the Contractor shall assist the project team to:

4.12.3.2.2.1 Develop the architectural data and views the project team should provide as part or in support of preparation of the TBCE.

4.12.3.2.2.2 Prepare architectural views, including logical views mapping user services to system services and implementation views mapping system services to components, based on analysis of project requirements.

4.12.3.2.2.3 Provide architectural data on operational processes, organizations, roles, and modes of operation to support generation of the project's operational views.

4.12.3.2.2.4 Provide architectural data on other programme services, components, or interfaces proposed for use.

4.12.3.2.2.5 Make the assessment of implementation options.

4.12.3.2.3. Project Execution. In support of the Project Execution stages, the Contractor shall:

4.12.3.2.3.1 Identify the performance and quality standards for contractor C4ISR Software Engineering and Design tasks and deliverables.

4.12.3.2.3.2 If requested by the Purchaser, specifically at the time of official milestones or checkpoints, support the projects by reviewing and providing assessment of project's C4ISR Software Engineering and Design deliverables to identify and recommend improvements.

4.12.3.2.3.2.1 Use industry best practices, tools, methodologies and techniques suitable for this engineering assessment.

4.12.3.2.3.2.2 Perform a risk-mitigation assessment in accordance with Architecture Tradeoff Analysis Method (ATAM) [Ref. 2.2.2.4.1] or a similar method to identify if a suitable architecture for the project by discovering trade-offs and sensitivity points. The result of assessment shall be used by the Purchaser Programme Manager to manage programme risks posed by the subject project.

4.12.3.2.4. Project Closure. In support of the Project Closure stage, the Contractor shall:

4.12.3.2.4.1 Incorporate the project's final baseline architecture data into the programme architecture repository.

4.12.3.2.4.2 Provide inputs from C4ISR software engineering and design to the formal Lessons Learned Review.

4.13. C4ISR Operational User Experience (UX)

4.13.1. Under the management of the programme Technical Design Authority, the Contractor shall establish and provide C4ISR Operational User Experience (UX) services. This service area has two main objectives:

4.13.1.1. Foster the C4ISR operational user perspective to Bi-SC AIS programme and project management capabilities.

4.13.1.2. Ensure that the Bi-SC AIS programme design and implementation is oriented to its operational stakeholders supporting NATO C4ISR, as opposed to a collection of products designed and implemented for engineers.

4.13.2. Process Definition

4.13.2.1. The Contractor shall define the C4ISR Operational User Involvement (UI) and User Experience (UX) processes for management of Bi-SC AIS programmes and projects. Processes shall be based on standards [Ref. 2.2.2.1.6, 2.2.2.1.7, and 2.2.2.1.8] and industry best practices, and developed within the programme and project management framework defined in this SOW.

4.13.3. Process Documentation

4.13.3.1. The Contractor shall document C4ISR Operational User Experience (UX) process for programme and project levels. The Contractor shall:

4.13.3.1.1. Decompose the process into constituent process elements to the detail needed to understand and describe the process.

4.13.3.1.2. Specify the critical attributes of each process element.

4.13.3.1.3. Specify relationships among process elements.

4.13.3.1.4. Ensure that the UX process adheres to applicable policies, standards and models as well as it is tailored for NATO C4ISR operations.

4.13.3.1.5. Ensure that the UX process satisfies process needs and objectives of the programme and its projects.

4.13.3.1.6. Ensure that the UX process is integrated and coherent with other programme processes (specifically, with Programme Management, Programme Assurance, Systems Engineering, Software Engineering and Design), with no undocumented external or internal links or interfaces.

4.13.3.1.7. Revise the UX process as necessary.

4.13.4. UX Process Implementation

4.13.4.1. The Contractor shall:

4.13.4.1.1. Document the guidance and instructions to be followed in performing the C4ISR Operations UX process.

4.13.4.1.2. Provide development, design, test and validation environment and tools to be used by programme and individual projects.

4.13.4.1.3. Provide a template of each deliverable produced in the UX process.

4.13.4.1.4. Develop, maintain and enhance Human Machine Interface (HMI) Style Guides that will be used by the projects to develop consistent and coherent HMIs throughout the programme. The Style Guides shall be addressing specific needs of:

4.13.4.1.4.1 Rich C4ISR Applications.

4.13.4.1.4.2 Mobile C4ISR Applications.

4.13.4.1.4.3 Web-page based C4ISR Applications.

4.13.4.1.5. Define the initial and continuing training requirements for the UX process.

4.13.4.1.6. Prepare training materials.

4.13.4.1.7. Provide training to Purchaser staff on how to use the UX process.

4.13.4.1.8. Participate in and contribute to operational user activities, user acceptance events, etc. that are organised by individual projects.

4.13.4.1.9. Use appropriate tools to develop mock-ups, prototypes, and proofs of concept as required.

4.13.4.1.10. Provide evidence that the UX process is being practiced on a day-to-day basis.

4.13.5. Measurement Practices

4.13.5.1. The Contractor shall:

4.13.5.1.1. Establish and maintain the programme's C4ISR Operational UX measurement practice repository.

4.13.5.1.2. Determine the programme's needs for storing, retrieving, and analyzing measurements.

4.13.5.1.3. Identify the performance measures and develop C4ISR UX checklists that can be used to assess how effectively the UX process is being performed by individual projects.

4.13.5.1.4. Design and perform software product UX quality assessment activities, such as Usability Tests or ad-hoc assessment to objectively measure the usability of the software under implementation. Provide periodic assessment reports (overall assessment, findings, and recommendations) to individual projects.

4.14. C4ISR Requirements Management

4.14.1. Under the management of the programme Technical Design Authority, the Contractor shall establish and provide C4ISR requirements management services. This service area has two principle objectives:

4.14.1.1. Improve the quality, consistency, and interoperability of programme services by improving the quality and consistency of programme and project requirements documentation.

4.14.1.2. Reduce the time and effort necessary to elicit and document project requirements.

4.14.2. Programme Support

4.14.2.1. Under the management of the programme Technical Design Authority, the Contractor shall provide the following requirements management services to the programme:

4.14.2.1.1. Establish, document, and maintain requirements management processes for use within the programme and its projects.

4.14.2.1.2. Capture from Supplemental Information Documents, Project Initiation Documents, project TBCEs, project specifications and System Requirement Specifications,

those project requirements which are deemed to impact on:

4.14.2.1.2.1 Future integration of the project into the Bi-SC AIS.

4.14.2.1.2.2 Ongoing development work in other current projects.

4.14.2.1.2.3 The interfacing of the Bi-SC AIS to external systems.

4.14.2.1.2.4 The identification of common software services which might be candidates for reusable components.

4.14.2.1.3. Document these requirements as a programme level requirements baseline managed under its CM function.

4.14.2.1.4. Link programme level requirements to integration test procedures.

4.14.2.1.5. Develop and maintain in a logical repository a standard set of non-functional requirements for the programme and maintain the currency of these requirements through periodic workshops.

4.14.2.1.6. Develop and maintain in a logical repository requirements documentation and management standards to ensure coherence, consistency, and integration of requirements from Project Initiation on.

4.14.2.2. Requirements Elicitation Techniques

4.14.2.2.1. The Contractor shall employ the following techniques to elicit programme and project requirements:

4.14.2.2.1.1 Questionnaires and interviews.

4.14.2.2.1.2 Business process analysis.

4.14.2.2.1.3 Operational scenarios obtained from end users.

4.14.2.2.1.4 Operational walkthroughs and end-user task analyses.

4.14.2.2.1.5 Prototypes and models.

4.14.2.2.1.6 Observation of existing products, environments, and workflow patterns.

4.14.2.2.1.7 Brainstorming.

4.14.2.2.1.8 Market surveys.

4.14.2.2.1.9 Extraction from sources such as business process documents, standards, or specifications.

4.14.2.2.1.10 Use cases and user stories.

4.14.2.2.1.11 Business case analyses.

4.14.2.2.1.12 Reverse engineering (for legacy products).

4.14.3. Project Support

4.14.3.1. Under the management of the programme Technical Design Authority, the Contractor shall provide the following C4ISR requirements management services to projects:

4.14.3.1.1. Elicit, analyze, and validate stakeholder needs, expectations, constraints, and interfaces to obtain customer requirements that constitute an understanding of what will satisfy stakeholders.

4.14.3.1.2. Develop the lifecycle requirements of the product (e.g., development, maintenance, transition to operations, evolution).

4.14.3.1.3. Analyze needs and requirements (for each product lifecycle phase), the operational environment, and factors that reflect overall customer and end-user needs and expectations for attributes such as safety, security, and affordability.

4.14.3.1.4. Establish and maintain a set of guidelines to support prioritization of customer requirements.

4.14.3.1.5. Define constraints for verification and validation.

4.14.3.1.6. Establish and maintain relationships among the requirements under consideration during change management and requirements allocation.

4.14.3.1.7. Establish contractual requirements consistent with customer requirements to a level of detail that is sufficient to be included in the solicitation package and supplier agreement.

4.14.3.1.8. Identify standard requirements to be included in project requirements documentation to ensure compatibility and integration with other services.

4.14.3.1.9. Apply requirements elicitation, documentation, and verification and validation methods.

4.14.3.1.10. Provide impact assessment of new project issues, risks, and changes.

4.14.3.2. Specific Requirements by Project Stage

4.14.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall assist the project team to:

4.14.3.2.1.1 Identify the major elements of the programme requirements baseline that must be incorporated into the project requirements baseline.

4.14.3.2.1.2 Recommend requirements elicitation, documentation, and verification and validation methods and tasks to be undertaken as part of the Project Initiation Stage.

4.14.3.2.1.3 Document the overall Business Case that will be used to focus and govern the project.

4.14.3.2.2. Project Initiation. As part of the Project Initiation Stage, the Contractor shall assist the project team to:

4.14.3.2.2.1 Organize, facilitate, and document the results of User Requirements Workshops in agreed requirements database, UML, and architectural deliverables.

4.14.3.2.2.2 Develop Use Case documentation to identify the required functions, supported processes, information exchanges, and operational modes of the service.

4.14.3.2.2.3 Establish the project requirements database based on programme standard structure; import applicable programme-level requirements.

4.14.3.2.2.4 Develop operational concepts and scenarios that include functionality, performance, maintenance, support, and disposal, as appropriate.

4.14.3.2.2.5 Define the environment in which the product will operate, including boundaries and constraints.

4.14.3.2.2.6 Review operational concepts and scenarios to refine and discover requirements.

4.14.3.2.2.7 Analyze stakeholder needs, expectations, constraints, and external interfaces to remove conflicts and to organize into related subjects.

4.14.3.2.2.8 Analyze requirements to determine whether they satisfy higher level requirements.

4.14.3.2.2.9 Analyze requirements to ensure that they are complete, feasible, realizable, testable and verifiable.

4.14.3.2.2.10 Analyze and propose the allocation of requirements to supplier deliverables.

4.14.3.2.2.11 Identify key requirements that have a strong influence on cost, schedule, functionality, risk, quality, or acceptance.

4.14.3.2.2.12 Identify technical performance measures to be tracked during the acquisition.

4.14.3.2.2.13 Explore the adequacy and completeness of requirements by developing product representations (e.g., prototypes, simulations, models, scenarios, and storyboards) and by obtaining feedback about them from relevant stakeholders.

4.14.3.2.2.14 Analyze the requirements to determine the risk that the resulting product will not perform appropriately in its intended-use environment.

4.14.3.2.3. Project Execution. As part of the Project Execution Stages, the Contractor shall assist the project team:

4.14.3.2.3.1 Assess product and product component solutions as they are developed by the supplier in the context of the validation environment to identify issues and expose unstated needs and customer requirements.

4.14.3.2.3.2 Develop functional and performance requirements necessary for the determination of alternative solutions and the development of the product by the supplier.

4.14.3.2.3.3 Develop interface requirements of the acquired product to other products in the intended environment.

4.14.3.2.3.4 Develop design constraints necessary for the determination of alternative solutions and the development of the product by the supplier.

4.14.3.2.3.5 Develop requirements for verification and validation of the product to be developed by the supplier.

4.14.3.2.3.6 Ensure that requirements are linked to corresponding test procedures.

4.14.3.2.4. Project Closure. As part of the Project Closure Stage, the Contractor shall assist the project team:

4.14.3.2.4.1 Ensure any unmet project requirements are transferred to the programme requirements baseline and flagged for deletion or assignment to a different project.

4.14.3.2.4.2 Provide C4ISR requirements management inputs to the Lessons Learned Review.

4.15. Programme Assurance

4.15.1. Under the management of the NCI Agency Programme Integration and Test Manager, the Contractor shall establish and provide assurance services to Bi-SC AIS and NGCS projects under execution. This service area has two principle objectives:

4.15.1.1. Ensure that the project deliverables to the programme meet their specified requirements—in other words, that services were built the right way.

4.15.1.2. Demonstrate that the project delivered capabilities, as part of the programme, fulfil their intended use—in other words, that the right services were built.

4.15.2. Project Assurance Management

4.15.2.1. It is the Purchaser's intent that this Contract provide all assurance services to perform verification and validation of Bi-SC AIS and NGCS projects in line with the NCI Agency IV&V Service Line Directive. The contractor resources involved in assurance will be independent and will not be involved in other programme or project work.

4.15.2.2. These services, which will be described in an PIV&V service catalogue, shall be planned, allocated, and performed on a project-by-project basis.

4.15.2.3. The support to each project shall be planned, allocated, and performed on a stage-by-stage basis and according to the assessed risks.

4.15.2.4. The overall planning and allocation of project assurance services shall be managed and controlled at the programme level but funding for this support is expected to be primarily provided through project funding.

4.15.3. Project Assurance Environment and Processes

4.15.3.1. The Contractor shall:

4.15.3.1.1. Identify test verification support equipment requirements for the Programme Integration Facility as changes to the testbed System Requirements Specification.

4.15.3.1.2. Establish and maintain, in the Integration Facility, the environment needed to support required integration.

4.15.3.1.3. Generate a set of comprehensive, integrated assurance procedures for project products and services listed in the IV&V service catalogue.

4.15.3.1.4. Derive measures of effectiveness (MOEs) and measures of performance (MOPs) based on project and programme requirements and support their application in project testing, audits and reviews.

4.15.3.1.5. Submit, based on the type of support to be provided, an assurance plan outlining how the required project verification and validation activities will be conducted and reported.

4.15.3.1.6. Submit, based on the type of support to be provided, a validation or verification report providing the results of the project assurance activities.

4.15.4. Specific Requirements by Project Stage

4.15.4.1. Project Start-Up. As an input to the Project Brief, the Contractor shall identify if assurance support will be required.

4.15.4.2. Project Initiation

4.15.4.2.1. As part of the Project Initiation stage, the Contractor shall propose assurance support to a project based on an analysis of its requirements, proposed implementation and procurement approach, schedule, and risks.

4.15.4.2.2. In its assurance plan, the Contractor shall:

4.15.4.2.2.1 Recommend, by stage, the assurance support tasks to be performed and the associated level of effort required.

4.15.4.2.2.2 Identify the project deliverables to be verified and propose the assurance methods to be used.

4.15.4.2.2.3 Identify assurance support tools, test equipment and software, simulations, prototypes, and facilities.

4.15.4.2.3. The Purchaser will approve or revise the allocation of assurance services to the project and will use this as part of the project TBCE for PIV&V support.

4.15.4.2.4. The approved assurance plan shall be the baseline against which future changes in scope shall be assessed.

4.15.4.3. Project Execution – Solicitation

4.15.4.3.1. The Contractor shall conduct an independent quality review of selected elements of project solicitations.

4.15.4.3.2. The Contractor shall identify and report errors, consistency problems, and other discrepancies.

4.15.4.3.3. The Contractor shall determine if:

4.15.4.3.3.1 The system requirements are consistent, feasible, and testable.

4.15.4.3.3.2 The system requirements have been appropriately allocated to hardware items, software items according to design criteria.

4.15.4.3.3.3 The software requirements are consistent, feasible, testable, and accurately reflect system requirements.

4.15.4.3.3.4 The software requirements related to safety, security and criticality are correct as shown by suitably rigorous methods.

4.15.4.3.4. The Contractor shall also provide any recommendations or suggested changes to the solicitation it thinks would improve its ability to perform verification and validation services.

4.15.4.3.5. The report shall be presented in the form of a matrix that lists each discrepancy or suggested change, the relevant document of reference, the rationale for the

change, and a rating of the criticality of the discrepancy (low, medium, or high).

4.15.4.3.6. The Contractor shall recommend a list of contract deliverables for Compliance Verification, based on his analysis of the contract.

4.15.4.4. Project Execution - Implementation

4.15.4.4.1. Compliance Verification

4.15.4.4.1.1 The Contractor shall conduct Compliance Verification inspections of selected project contractor deliverables, including:

4.15.4.4.1.1.1 Compliance with requirements for the specified documentation.

4.15.4.4.1.1.2 Traceability of the documentation regarding the requirements.

4.15.4.4.1.1.3 Integration of correction and comments coming from past reviews and inspections.

4.15.4.4.1.1.4 Coherency with other documentation deliverables.

4.15.4.4.2. Design Verification

4.15.4.4.2.1 The Contractor shall verify the design of the service considering the following criteria:

4.15.4.4.2.1.1 The design is correct and consistent with and traceable to requirements and test cases.

4.15.4.4.2.1.2 The design implements proper sequence of events, inputs, outputs interfaces, logic flow, allocation of timing and sizing budgets, and error definition, isolation, and recovery.

4.15.4.4.2.1.3 Selected design can be derived from requirements.

4.15.4.4.2.1.4 The design implements safety, security, and other critical requirements as shown by suitably rigorous methods.

4.15.4.4.3. Code Verification

4.15.4.4.3.1 The Contractor shall verify the code of delivered software considering the following criteria:

4.15.4.4.3.1.1 The code is traceable to design and requirements, testable, correct and compliant with requirements and applicable coding standards and practices.

4.15.4.4.3.1.2 The code implements proper event sequence, consistent interfaces, correct data and control flow, completeness, appropriate allocation timing and sizing budgets, and error definition, isolation and recovery.

4.15.4.4.3.1.3 Selected code can be derived from design or requirements.

4.15.4.4.3.1.4 The code implements safety, security, and other critical requirements correctly as shown by suitably rigorous methods.

4.15.4.4.4. Integration Verification

4.15.4.4.4.1 The Contractor shall verify the integration of project deliverables considering the following criteria:

4.15.4.4.4.1.1 The components and units of each item have been completely and correctly integrated into the item.

4.15.4.4.4.1.2 The hardware items, software items, and manual operations of the system have been completely and correctly integrated into the system.

4.15.4.4.4.1.3 The service interfaces with other applications have been implemented as required by the system requirements specification.

4.15.4.4.4.1.4 The integration tasks have been accomplished in accordance with the requirements of the project contract.

4.15.4.4.5. Documentation Verification

4.15.4.4.5.1 The Contractor shall verify the project documentation considering the following criteria:

4.15.4.4.5.1.1 The documentation is adequate, complete, and consistent.

4.15.4.4.5.1.2 Documentation preparation is timely.

4.15.4.4.5.1.3 Configuration management of documents follows qualified procedures and complies with the requirements imposed by the project contract.

4.15.4.4.6. Integration Support

4.15.4.4.6.1 The Contractor shall:

4.15.4.4.6.1.1 Determine whether the requirements and the final as built system or software product fulfils its specific intended use.

4.15.4.4.6.1.2 Prepare selected test requirement, test procedures, and test specifications for analyzing test results.

4.15.4.4.6.1.3 Ensure that these test requirement, test procedures, and test specifications reflect the particular requirements for the specific intended use.

4.15.4.4.6.1.4 Test with stress, boundary, and singular inputs.

4.15.4.4.6.1.5 Test the product for its ability to isolate and minimize the effect of errors.

4.15.4.4.6.1.6 Test that representative users can successfully perform their intended tasks using the product.

4.15.4.4.6.1.7 Test the product as appropriate in selected areas of the operational environment.

4.15.4.4.6.1.8 Validate that the product satisfies its intended use.

4.15.4.4.7. Operational Testing

4.15.4.4.7.1 The Contractor shall:

4.15.4.4.7.1.1 Support Operational Testing with the development of test scenarios, test procedures and reference data for the tests.

4.15.4.4.7.1.2 Conduct and monitor Operational Testing and provide test reports to the Purchaser, and an assessment of the test results traced back to the requirements and a determination if project scope has been met.

4.16. Transition Management

4.16.1. Under the management of the NCI Agency Programme Integration and Test Manager, the Contractor shall establish and provide transition management services. This service area has two principle objectives:

4.16.1.1. Ensure the smooth transition into operations of services implemented by the Bi-SC AIS programme.

4.16.1.2. Foster close partnership among NCIA and ACO to enable continuous improvement in the quality, efficiency, and cost-effectiveness of Bi-SC AIS services.

4.16.2. Programme Support

4.16.2.1. The Contractor shall provide the following transition management services to the programme:

4.16.2.1.1. Establish, document, and maintain transition management processes in accordance with NCI Agency Service Transition guidance for use within the programme and its projects.

4.16.2.1.2. Support the development, implementation, and use of common service provisioning models, standards, and processes within the NCIA.

4.16.2.1.3. Support the development, implementation, and use of Service Level Agreements.

4.16.2.1.4. Develop, document, and maintain guidelines for planning, design, verification, and transition of Bi-SC AIS services.

4.16.2.1.5. Develop and support the implementation and use of service measurement tools and techniques.

4.16.2.1.6. Develop and support the implementation and use of service management tools and techniques.

4.16.2.1.7. Develop and maintain guidelines for availability and capacity management and service continuity.

4.16.2.1.8. Develop and maintain guidelines for planning, contracting, and delivery of user and support staff training for services.

4.16.2.1.9. Establish, document, and maintain guidelines for site surveys, site installations, and site and system acceptance processes and contract deliverables.

4.16.2.1.10. Support knowledge transfer, decision support and re-use of programme and project management processes.

4.16.2.1.11. Develop and support the implementation and use of release management to combine the delivery of more than one project as an integrated baseline.

4.16.2.1.12. Identify, assess, and monitor the risks of failure and disruption across transition activities.

4.16.2.1.13. Identify opportunities for the improvement of service processes.

4.16.2.1.14. Ensure that lessons learned from service hand-over are incorporated into the programme process asset library.

4.16.3. Project Support

4.16.3.1. The Contractor shall provide the following transition management services to projects:

4.16.3.1.1. Train and advise project staff on the use of programme transition processes and tools.

4.16.3.1.2. Perform periodic assessments or reviews of project transition activities.

4.16.3.2. Specific Requirements by Project Stage

4.16.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.16.3.2.1.1 Identify the service provisioning model to be used in project planning and implementation as part of the Project Brief.

4.16.3.2.2. As part of the Project Initiation stage, the Contractor shall:

4.16.3.2.2.1 Advise the PM on the required service design and transition activities, resources, and deliverables.

4.16.3.2.2.2 Assist the PM in developing the target Service Level Agreement for the project.

4.16.3.2.2.3 Assist the PM in assessing the training requirements and planning the appropriate activities and resources for development and delivery of training.

4.16.3.2.2.4 Assist the PM in identifying and assessing requirements for data migration and database population.

4.16.3.2.2.5 Assist the PM in preparing the O&M cost and manpower estimate for inclusion in the TBCE.

4.16.3.2.3. As part of the Project Execution stages, the Contractor shall:

4.16.3.2.3.1 Identify the requirements and standards for contract activities and deliverables related to service transition and operation.

4.16.3.2.3.2 Assist the PM with planning, coordinating, and monitoring site survey, installation, and acceptance tasks.

4.16.3.2.3.3 Assist the PM with monitoring the effectiveness of training activities and deliverables.

4.16.3.2.4. As part of the Project Closure Stage, the Contractor shall:

4.16.3.2.4.1 Provide transition management inputs to the Lessons Learned Review.

4.17. Information Security Management

4.17.1. Under the management of the NCI Agency Programme Integration and Test Manager, the Contractor shall establish and provide information security management services. This service area has two principle objectives:

4.17.1.1. Ensure that security services and mechanisms are planned, designed, and implemented in a consistent and cost-effective manner across the Bi-SC AIS programme.

4.17.1.2. Ensure that services developed by projects comply with NATO security requirements and are accredited and activated in a timely manner.

4.17.2. Programme Support

4.17.2.1. The Contractor shall provide the following information security management services to the programme:

4.17.2.1.1. Establish, document, and maintain a set of processes and standards for programme and project information security management.

4.17.2.1.2. Provide information security impact assessment of new programme issues, risks, and changes.

4.17.3. Project Support.

4.17.3.1. The Contractor shall provide the following information security management services to projects:

4.17.3.1.1. Train and advise project teams on the use of programme information security procedures, tools, and techniques.

4.17.3.2. Specific Requirements by Project Stage

4.17.3.2.1. Project Start-Up. As an input to the Project Brief, the Contractor shall:

4.17.3.2.1.1 Identify the major information security management tasks and deliverables for the project.

4.17.3.2.2. Project Initiation. As part of the Project Initiation stage, the Contractor shall:

4.17.3.2.2.1 Identify applicable NATO information security policies, directives, and guidance documents.

4.17.3.2.2.2 Identify operational and system information security requirements in the TBCE.

4.17.3.2.2.3 Define the information security elements of the Implementation Proposal in the TBCE.

4.17.3.2.2.4 Ensure information security activities are included in the project schedule.

4.17.3.2.2.5 Define the required level and type of security resources.

4.17.3.2.2.6 Identify information security-related risks in the Risk Log.

4.17.3.2.2.7 Prepare the Security Accreditation Plan, which shall include:

4.17.3.2.2.7.1 Description of the services to be developed and delivered by the project.

4.17.3.2.2.7.2 Identification of the security accreditation authority and CIS operating authority.

4.17.3.2.2.7.3 Description of the target of accreditation.

4.17.3.2.2.7.4 Description of the process of accreditation.

4.17.3.2.2.7.5 Schedule of the major accreditation activities.

4.17.3.2.3. Project Execution. As part of the Project Execution stages, the Contractor shall:

4.17.3.2.3.1 Identify quality and performance requirements for contractor security management tasks and deliverables.

4.17.3.2.3.2 Define security test and evaluation requirements.

4.17.3.2.3.3 Ensure coordination with applicable security accreditation authorities.

4.17.3.2.3.4 Update the Security Accreditation Plan as needed to reflect changes in project scope or implementation.

4.17.3.2.3.5 Review contractor security management performance and deliverables for compliance.

4.17.3.2.4. Project Closure. As part of the Project Closure stage, the Contractor shall:

4.17.3.2.4.1 Provide information security management inputs to the Lessons Learned Review.

SECTION 5: PERFORMANCE MANAGEMENT

5.1. Introduction

5.1.1. The Contractor's performance under this Contract will be directed and assessed within a performance management framework. This framework consists of:

5.1.1.1. Services, which equate to the service areas described in Section 4;

5.1.1.2. Performance goals, which identify for each performance area the tasks and deliverables the Contractor is required to achieve during a Stage;

5.1.1.3. Performance assessment mechanisms, which the Purchaser shall use to measure the Contractor's performance against its goals; and

5.1.1.4. Performance reviews, which the Purchaser will use to monitor the Contractor's performance throughout a Stage.

5.1.1.5. Performance goal setting, in which the Purchaser and the Contractor will jointly draft performance goals for the next stage in light of current stage progress and constraints.

5.1.2. This performance management framework has three purposes.

5.1.2.1. The first is to provide the Purchaser and the Contractor with a clear and open process by which the progress payments for each payment period can be determined.

5.1.2.2. The second is to provide the Contractor with performance feedback on its contributions to achieving continuous improvements in the programme and project capabilities of the Bi-SC AIS and NGCS Programmes.

5.1.2.3. The third is to provide the Purchaser with an assessment mechanism by which it can determine if the Contractor's level of performance merits extension of the Contract period of performance for additional terms.

5.1.3. As described in section 4, the Purchaser expects that its programme and project management capabilities will be significantly improved through the combination of Purchaser and Contractor efforts. The performance management framework is intended to motivate consistent and extended work by the Contractor to achieve this objective.

5.2. Services

5.2.1. The services for which the Purchaser will set goals and assess the Contractor's performance equate to the services identified in SECTION 4: of this SOW:

5.2.1.1. Programme Management.

5.2.1.2. Change Management.

5.2.1.3. Communications Management.

5.2.1.4. Risk Management.

5.2.1.5. Schedule Management.

5.2.1.6. Cost Management.

5.2.1.7. Configuration Management.

5.2.1.8. Quality Management.

5.2.1.9. C4ISR Systems Engineering.

5.2.1.10. C4ISR Software Engineering and Design.

5.2.1.11. C4ISR Operational User Experience (UX).

5.2.1.12. C4ISR Requirements Management.
5.2.1.13. C4ISR Integration Management.
5.2.1.14. Programme Assurance.
5.2.1.15. Transition Management.
5.2.1.16. Information Security Management.

5.3. Performance Goals

5.3.1. The specific performance goals for each stage are described in Annex A to this SOW.

5.4. Performance Assessment

5.4.1. The Performance Assessment process will be overseen by the Purchaser's Project Board, with the support of the Purchaser's Project Manager and inputs from Performance Monitors.

5.4.2. Project Board. The Project Board shall be responsible for:

5.4.2.1. Evaluating the Contractor's overall performance for the determination of the additional term earned by the Contractor or, in case of Contractor's defective performance, for the determination of the price reduction that may be applicable based on the Contractor's failure to attain the goals specified in the Performance Goals.

5.4.2.2. Reviewing the Performance Monitors' evaluations, the Contractor's self-assessment, and other pertinent information to arrive at an overall evaluation of the Contractor's performance.

5.4.2.3. Preparing interim evaluation reports to provide formal feedback to the Contractor during the evaluation period.

5.4.2.4. Proposing changes to the Performance Assessment process and to the Performance Goals; and

5.4.2.5. Ensuring that payment to the Contractor accurately reflects the Contractor's performance;

5.4.3. Project Manager. The Project Manager shall act as the administrative record keeper of the evaluation process. The Project Manager is responsible for coordinating the administrative actions required by the Project Board and Performance Monitors. The Project Manager may act himself as a Performance Monitor. The Project Manager shall be responsible for:

5.4.3.1. Notifying Performance Monitors that their evaluations are due;

5.4.3.2. Receiving, processing, and distributing evaluation reports from all required sources and maintains official files;

5.4.3.3. Scheduling and assisting with internal evaluation milestones, such as briefings;

5.4.3.4. Accomplishing other actions required to ensure the smooth operation of the evaluation process, such as documenting the Project Board activities;

5.4.3.5. Retaining all Performance Monitors' evaluation reports, if they are not included in the official contract file; and

5.4.3.6. Retaining other pertinent data not contained in the official contract file.

5.4.4. Performance Monitors. Performance Monitors provide the evaluation of the Contractor's performance in specifically assigned areas of responsibility. The

Performance Monitors' written records should be maintained until Contract closeout. This monitoring is the foundation of the evaluation process. Performance Monitors shall:

5.4.4.1. Be familiar with the Contract requirements, applicable specifications, processes, standards, and the Performance Goals, especially the performance aspects of their assigned evaluation area(s).

5.4.4.2. Conduct all assessments according to contract requirements so that evaluations are fair and accurate.

5.4.4.3. Maintain written records of the Contractor's performance in their assigned evaluation area(s) that detail specific examples where:

5.4.4.3.1. Improvement is necessary or desired.

5.4.4.3.2. Improvement has occurred.

5.4.4.3.3. Performance is below, meets or exceeds contract requirements.

5.4.4.4. Prepare interim and end-of-period evaluations as directed that address the Contractor's weaknesses and strengths.

5.4.4.5. Be prepared to brief the Project Board on their specific evaluation area(s). Performance Monitors should provide justification for their ratings and document both strengths and weaknesses in their areas of responsibility.

5.4.4.6. Prepare a worksheet summarizing their assessment of Contractor performance against the Performance Goals.

5.4.5. Performance Measurement Techniques

5.4.5.1. Random sampling: Random sampling is a statistically based method that assumes receipt of acceptable performance if a given percentage or number of scheduled assessments is found to be acceptable. Random sampling will be used when the number of instances is large and a statistically valid sample can be obtained.

5.4.5.2. Periodic Sampling: Periodic sampling is planned at specific intervals or dates and used for tasks that occur infrequently.

5.4.5.3. Trend analysis: Trend analysis will be used to assess the contractor's ongoing performance over time.

5.4.5.4. Purchaser staff feedback: Purchaser staff feedback is first-hand information from the actual users of the services of this Contract. It will supplement other forms of evaluation and assessment, particularly for those areas that do not lend themselves to the quantitative assessment.

5.4.5.5. IV&V Contractor Audits: The IV&V Contractor will perform audits of the Contractor's activities and deliverables against the requirements of this SOW and the applicable standards.

5.5. Performance Reviews

5.5.1. Quarterly Performance Review

5.5.1.1. The Project Board will conduct a Quarterly Performance Review at which the Contractor's progress toward the stated performance goals for the current stage will be assessed.

5.5.1.2. The Purchaser, with support from its IV&V Contractor, will report on its assessment of the Contractor's progress against the stage performance goals, using evidence obtained through appropriate performance measurement techniques.

5.5.1.3. The Contractor will be invited to provide its own assessment of its progress. If the Contractor is able to provide convincing and objective evidence that its failure to meet or make satisfactory progress against the Performance Goals, the Project Board can waive the goal in question from consideration. In such a situation, the Contractor shall provide recommendations on steps that could be taken to resolve the impediments to performance.

5.5.1.4. If the Quarterly Performance Review indicates that progress is significantly less than planned, the Purchaser may choose to exercise its right to withhold a percentage of the progress payment for that quarter, according to this Contract's Special Terms and Conditions.

5.6. Performance Goal Setting

5.6.1. Next Stage Performance Goal Setting Workshop

5.6.1.1. Not later than two weeks before the third Quarterly Performance Review of the current stage, the Purchaser will hold a workshop at which the Purchaser and the Contractor will jointly draft or revise the performance goals for the next stage.

5.6.1.1.1. For the Ramp-Up Stage, this workshop will be held not later than two weeks after the first Quarterly Performance Review.

5.6.1.2. The findings of the first two Quarterly Performance Reviews for the current stage will provide key inputs to this workshop. Given that ultimate achievement of some performance goals will depend as much on the efforts of the Purchaser as those of the Contractor, the purpose of considering progress against current goals is to ensure that the goals proposed for the next stage are realistic and achievable.

5.6.2. Next Stage Performance Goal Planning

5.6.2.1. The Purchaser will then develop the formal performance goals for the next stage and provide these as a proposed amendment to Annex A of this Statement of Work.

5.6.2.2. The Contractor shall assess if any changes in its workforce or approach are required to achieve the proposed performance goals. It shall provide a draft next Stage Plan and Price Proposal reflecting its proposed workforce and approach.

5.6.2.3. The Purchaser will then review this proposal and address any outstanding concerns in negotiations. The resulting set of performance goals and additions to the Schedule of Supplies and Services will then be incorporated into the contract as an amendment.

SECTION 6: CONTRACT DOCUMENTATION REQUIREMENTS

6.1. Documentation.

6.1.1. General:

6.1.1.1. All documentation provided to the Purchaser shall be written in English with spelling and usage based on the Concise Oxford English Dictionary, 12th edition [Ref. 2.2.2.8.1].

6.1.1.2. The convention to be used for numbers appearing in textual documents is for a comma to be the thousands separator and a period to be the decimal separator (e.g. 1,365,276.24).

6.1.1.3. The convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year and not month-day-year.

6.1.1.4. Documentation shall not be marked with corporate logos or contain warnings limiting the rights to use or reproduction.

6.1.1.5. The security classification of the documentation shall follow agreed NATO security guidelines.

6.1.2. Reports

6.1.2.1. For all reports delivered under this Contract, the Contractor shall ensure the following standards are met.

6.1.2.1.1. The report shall be candid, forthright, and complete. Material that is unflattering to the Purchaser, but relevant to the purposes of process improvement, must be included.

6.1.2.1.2. The report shall contain only material that can be supported by evidence and confirmed by independent analysis.

6.1.2.1.3. The report shall provide evidence to support or justify the conclusions reached.

6.1.2.1.4. Everything in the report relates to facilitating process improvement or establishing performance measures and targets.

6.1.2.1.5. The report shall be concise. If necessary, supporting data shall be placed in appendices or referenced as backup material.

6.1.2.1.6. The report shall include an Executive Summary of not more than one page in length.

6.1.2.1.7. The report shall use charts, graphs, matrices, tables, and other illustrative techniques to present data in an easily-understood form. Each illustration should be accompanied with a narrative showing how the data displayed is relevant to the process improvement.

6.1.3. Unless otherwise directed by the Purchaser, the Contractor shall furnish requested documentation as follows:

6.1.3.1. All contractual documentation (e.g., change proposals, invoices, etc.) shall be delivered in paper.

6.1.3.2. All project management documentation (e.g., plans, schedules, reports, etc.) shall be delivered as electronic copies in MS Office format.

6.1.3.3. The rest of deliverables will be furnished as electronic copy of the agreed tools/media used.

6.1.3.4. Documentation shall be distributed as follows:

6.1.3.4.1. One copy to the Purchaser's Project Manager.

6.1.3.4.2. One copy to the IV&V Contractor, when requested by the Purchaser.

6.1.3.4.3. An electronic copy to the Project Workspace.

6.1.4. Each document shall contain the following information for identification

6.1.4.1. Version of the document.

6.1.4.2. Due date.

6.1.4.3. Delivery date.

6.1.4.4. CLIN number.

6.1.4.5. Status (e.g. accepted/approved/draft…).

6.1.5. The Contractor shall submit all documentation for Purchaser review as described below. At each review cycle, the Purchaser will state if the document is or is not likely to be accepted in its Final version.

6.1.5.1. The Contractor shall provide a first draft (version 0.1) of each deliverable for Purchaser review by the date specified in the Schedule of Supplies and Services or agreed between the Purchaser and Contractor.

6.1.5.1.1. The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within two weeks of receipt.

6.1.5.1.2. The first draft shall be substantially complete and correct, and the delivery dates specified in the Schedule of Supplies and Services assume this.

6.1.5.1.3. The Purchaser reserves the right to return without review a document that has significant deficiencies.

6.1.5.1.4. The Contractor shall not rely on the Purchaser review to fill in deficiencies or obtain missing Purchaser information.

6.1.5.2. The Contractor shall resubmit the document as a revised draft (version 0.2) incorporating the Purchaser's comments within two weeks after receipt.

6.1.5.2.1. The Purchaser shall provide comments, corrections, and suggested changes to the Contractor within two weeks of receipt.

6.1.5.3. The Contractor shall provide the Final (version 1.0) document within two weeks of receipt of the Purchaser's comments on the revised draft.

6.1.5.4. If the document is included as part of the Product Baseline, the Contractor shall remain responsible for updating the document to reflect changes in the system requirements, design, or support arrangements.

6.2. Contract Documentation Requirements List

6.2.1. The Contract Documentation Requirements List (CDRL) identifies the documents required to be delivered under this Contract and the applicable quality standards by which they will be reviewed for acceptance.

6.2.2. The CDRL for this Contract is provided in . For each item, the table identifies the:

6.2.2.1. Cross-reference to the SOW paragraph requiring the document.

6.2.2.2. Document title.

6.2.2.3. Document acceptance requirements, where:

6.2.2.3.1. "A" means the Purchaser must review and approve the initial submission and subsequent changes.

6.2.2.3.2. "I" means the item is provided to the Purchaser for information purposes only and the Purchaser will only request changes if it finds errors or omissions.

6.2.2.4. Applicable quality standard against which the document will be reviewed for acceptance.

Title	A/I	Quality Standard
Project Management Plan	A	SOW
Stage Plan	A	Managing Successful Projects with PRINCE2, 2009 Edition.
Project Work Breakdown Structure	A	Organizational Project Management Maturity Model (OPM3). Standard for Program Management, Third Edition. A Guide to the Project Management Body of Knowledge (PMBOK Guide), Fifth Edition. Practice Standard for Work Breakdown Structures, Second Edition.
Project Master Schedule	A	SOW
Programme Monitoring and Control Strategy	A	Managing Successful Programmes, 2011 Edition.
Project Risk Log	I	Managing Successful Projects with PRINCE2, 2009 Edition.
Quality Log	I	Managing Successful Projects with PRINCE2, 2009 Edition.
Project Highlight Report	I	Managing Successful Projects with PRINCE2, 2009 Edition.
Programme Mandate	A	Managing Successful Programmes, 2011 Edition.
Programme Brief	A	Managing Successful Programmes, 2011 Edition.
Bi-SC AIS Implementation Plan (BAIP)	A	BAIP version 8.0 shall be considered as the basis structure, and changes to it may be approved by the Purchaser in advance.
Project Dossiers	A	SOW

Title	A/I	Quality Standard
Programme Product Breakdown Structure	A	Managing Successful Projects with PRINCE2, 2009 Edition. Organizational Project Management Maturity Model (OPM3). Standard for Program Management, Third Edition. A Guide to the Project Management Body of Knowledge (PMBOK Guide), Fifth Edition. Practice Standard for Work Breakdown Structures, Second Edition.
Programme Blueprint	A	Managing Successful Projects with PRINCE2, 2009 Edition.
Dependency Structure Matrix	A	To be agreed between the Contractor and Purchaser.
Benefits Management Strategy	A	SOW
Strategic Objectives Chain	A	To be agreed between the Contractor and Purchaser.
Project Models	A	SOW
Project Brief	A	Managing Successful Projects with PRINCE2, 2009 Edition. supplemented by the specific service area requirements identified in this SOW.
Programme Issue Log	A	Managing Successful Programmes, 2011 Edition.
Project Issue Log	A	Managing Successful Projects with PRINCE2, 2009 Edition.
Programme Communications Plan	A	Managing Successful Programmes, 2011 Edition.
Programme Highlight Report	A	Managing Successful Projects with PRINCE2, 2009 Edition. with adaptations to meet programme requirements to be agreed between the Contractor and Purchaser.
Infrastructure Committee Report	A	To be agreed between the Contractor and Purchaser.
Stakeholder Report	A	To be agreed between the Contractor and Purchaser.
Programme Risk Management Strategy	A	Managing Successful Programmes, 2011 Edition.
Programme Risk Log	A	Managing Successful Programmes, 2011 Edition.
Project Risk Log	A	Managing Successful Projects with PRINCE2, 2009 Edition.
Programme Master Schedule	A	SOW
Project Schedule	A	Organizational Project Management Maturity Model (OPM3). Standard for Program Management, Third Edition. A Guide to the Project Management Body of Knowledge (PMBOK Guide), Fifth Edition.
Programme Configuration Management Plan	A	ACMP-1, NATO Requirements for the Preparation of Configuration Management Plans.
Programme Quality Log	A	Managing Successful Projects with PRINCE2, 2009 Edition. with adaptations to meet programme requirements to be agreed between the Contractor and Purchaser.

Title	A/I	Quality Standard
Security Accreditation Plan	A	SOW
Programme Engineering Repository Design	A	To be agreed between the Contractor and Purchaser.
Programme Service Catalogue	A	To be agreed between the Contractor and Purchaser.
Programme Technology Roadmap	A	To be agreed between the Contractor and Purchaser.
Test Scenario	A	To be agreed between the Contractor and Purchaser.
Programme Test Plan	A	IEEE/EIA 12207.1
System Security Requirements Specification	A	AC/35-D/1015-REV2, Guidelines for the Development of Security Requirement Statements.
Security Accreditation Plan	A	AC/35-D/2005-REV1, INFOSEC Management Directive for CIS.
Security Test and Evaluation Plan.	A	AC/35-D/2005-REV1, INFOSEC Management Directive for CIS.
Security Operations Procedure	A	AC/35-D/1014-REV2, Guidelines for the structure and content of Security Operating Procedures (SecOPs) for CIS.
Testbed High-Level Design	A	ISO/IEC 15289
Testbed Detailed Design	A	ISO/IEC 15289
Testbed Test Plan	A	IEEE/EIA 12207.1
Testbed Schedule	A	To be agreed between the Contractor and Purchaser.
Test Plan	S	IEEE/EIA 12207.1
Test Procedures	S	IEEE/EIA 12207.1
Test Report	A	IEEE/EIA 12207.1
Verification or Validation Plan	A	ISO/IEC 15289
Verification or Validation Report	A	ISO/IEC 15289
Process Documentation	A	SOW
Process Asset Library	A	To be agreed between the Contractor and Purchaser.
Lessons Learned Log	A	To be agreed between the Contractor and Purchaser.
PIV&V Service Catalogue	A	To be agreed between the Contractor and Purchaser.
Programme Support Plan	A	ITIL version 2011 with adaptations to meet programme requirements to be agreed between the Contractor and Purchaser.

Table 5. Contract Documentation Requirements List

SECTION 7: LABOR CATEGORIES

7.1. General

7.1.1. This section outlines minimum educational and experience qualifications for Contractor staff supporting this Contract.

7.1.2. It is the Purchaser's intent that this section can be replaced by an equivalent set of nationally-recognized labour standards proposed by the Contractor.

7.2. Management

7.2.1. Project Manager

7.2.1.1. Responsible for project management, performance and completion of tasks and delivery orders. Establishes and monitors project plans and schedules and has full authority to allocate resources to insure that the established and agreed upon plans and schedules are met. Manages costs, technical work, project risks, quality, and corporate performance. Manages the development of designs and prototypes, test and acceptance criteria, and implementation plans. Establishes and maintains contact with Purchaser, subcontractors, and project team members. Provides administrative oversight, handles contractual matters and serves as a liaison between the Purchaser and corporate management. Ensures that all activities conform to the terms and conditions of the contract and task order procedures.

7.2.1.2. Education: Masters degree in management, engineering, or business administration. Formal certification through Project Management Institute or equivalent source. Formal certification in Managing Successful Programmes (MSP).

7.2.1.3. Experience:

7.2.1.3.1. At least five years in C4ISR and IT based programme management following MSP or similar programme management methodology.

7.2.1.3.2. At least two years as the project manager for an effort of similar scope, preferably including the application of a formal project management methodology such as PRINCE2.

7.2.1.3.3. At least fifteen years in C4ISR information systems project management.

7.2.2. Project Control Analyst

7.2.2.1. Establishes and maintains project schedule and cost baseline and analyses risks and potential impacts. Prepares project highlight reports.

7.2.2.2. Education: Bachelors degree.

7.2.2.3. Experience: At least three years in project scheduling, project control, or project monitoring and reporting.

7.2.3. Webmaster

7.2.3.1. Provides website construction and administration, develops connections between databases and web based front ends. Generates technical reports and related documentation as required. Provides expertise in the development and maintenance of web sites. Provides training on the uploading of documents, creating pages, links and other web functions. Maintains access rights to pages on web. Maintains reports and statistics on utilisation of the Intranet.

7.2.3.2. Education: Associates degree or two years of technical training.

7.2.3.3. Experience: At least one year in website support and at least one year in website construction.

7.2.4. Contract Security Specialist

7.2.4.1. Provides support in areas directly pertinent to administration, supervision, and control of facility security in an industrial and/or government environment. Possesses a working knowledgeable of government and industrial security regulations.

7.2.4.2. Education: Bachelors degree.

7.2.4.3. Experience: At least three years in contract security administration.

7.3. Technical and Operational

7.3.1. C4ISR Systems Architect

7.3.1.1. Performs engineering tasks for large system of systems constructs. Capable of breaking down of the system into components, the component interactions and interfaces (including with the environment, especially the user), and the technologies and resources to be used in the design. Performed similar duties for NATO or national C4ISR systems before.

7.3.1.2. Education: Masters degree in engineering or computer science.

7.3.1.3. Experience: At least fifteen years in system design, and implementation of C4ISR and military IT systems.

7.3.2. C4ISR Software Architect

7.3.2.1. Performs engineering tasks for high-level design choices and dictates technical standards, including software coding standards, tools, and platforms for the programme. Performed similar duties for NATO or national C4ISR systems before.

7.3.2.2. Education: Masters degree in engineering or computer science.

7.3.2.3. Experience: At least fifteen years in software design, and implementation of C4ISR and military IT systems.

7.3.3. C4ISR Functional Architect

7.3.3.1. Expertise in NATO operational concepts and C4ISR systems. Perform programme activities to develop a blueprint of the programme that provides a common understanding of the NATO C4ISR and is used to align strategic objectives of the programme and project implementations.

7.3.3.2. Education: Military officer education supported with a masters degree in operational research, engineering or computer science.

7.3.3.3. Experience: At least fifteen years of operational experience. Active use of C4ISR systems during operations and exercises.

7.3.4. Senior Systems Engineer

7.3.4.1. Plans and co-ordinates project management and engineering. Provides comprehensive definition of all aspects of system development from analysis of mission needs to verification of system performance. Competent in technical disciplines as applied to government and commercial information and communications systems. Prepares trade-off studies and evaluations for vendor equipment. Recommends design changes/enhancements for improved system performance. Supervises the work of a design, integration, test, and implementation team.

7.3.4.2. Education: Bachelor degree in engineering or computer science.

7.3.4.3. Experience: At least ten years in the design, integration, or implementation of C4ISR and military IT systems.

7.3.5. Senior Software Engineer

7.3.5.1. Performs complex programme development using standard and specialised languages to create special purpose software, modify existing programs, and enhance system efficiency and integrity. Translates detailed designs into software, tests, debugs, and refines software packages. Manages software development teams in modular development of complex applications. Provides technical direction to assigned programmers.

7.3.5.2. Education: Bachelor degree in engineering or computer science.

7.3.5.3. Experience: At least ten years in the design, programming, and testing of C4ISR applications software.

7.3.6. Senior Test Engineer

7.3.6.1. Directs test planning, design and tools selection. Establishes guidelines for test procedures and reports. Co-ordinates with Purchaser on test support requirements and manages Contractor test resources.

7.3.6.2. Education: Bachelors degree in engineering.

7.3.6.3. Experience: At least ten years in the design and execution of C4ISR information systems tests.

7.3.7. Systems Integration Analyst

7.3.7.1. Develops and implements C4ISR solutions using the optimal technology, platform, and interfaces. Researches available tools and technologies to determine alternate technology solutions. Researches, implements, and supports multiple computing platforms, operating systems, processing environments, and telecommunications technologies. May conduct cost/benefit or feasibility analyses; perform capacity analyses and planning.

7.3.7.2. Education: Bachelors degree in engineering or computer science.

7.3.7.3. Experience: At least five years in the integration and implementation of C4ISR information systems.

7.3.8. Senior Business Analyst

7.3.8.1. Expertise in NATO operational concepts and C4ISR systems. Participate to programme activities to add the operational context. Analyzes programme and project business (i.e., NATO C4ISR) domains (as-is or planned) and documents its business or processes, assessing the business model or its integration with technology. Liases among C4ISR stakeholders. Recommends solutions considering the structure, policies, and operations of NATO and Bi-SC AIS programme.

7.3.8.2. Education: Bachelors degree in operational research, engineering or computer science.

7.3.8.3. Experience: At least ten years of business analysis experience in NATO or national C4ISR domain.

7.3.9. Senior User Experience (UX) Designer

7.3.9.1. Expertise in usability of C4ISR systems. Designs, develops and tests User Interface prototypes. Solid understanding of C4ISR user-base, generating 'personas' for the dominant character types within user-base, setting specific requirements for projects. Organises, facilitates and performs operational user workshops, usability tests, validation events. Certified in area of UX by an internationally recognised body.

7.3.9.2. Education: Bachelors degree in engineering or computer science.

7.3.9.3. Experience: At least ten years of UX experience.

7.3.10. Senior Communications Engineer

7.3.10.1. Performs communications system implementation planning, engineering design for integration with processing systems, specification development, standards, interface design, testing, and the conduct of transmission and traffic studies. Designs, develops, and tests complex communications interface programs, which may include voice, data, or image communication. Conducts feasibility studies. Prepares detailed specifications and flowcharts for implementing new internal programs or modification to vendor software. Possesses a thorough knowledge of communications protocols, hardware, and real-time system programming. Analyzes user requirements and recommends system solution.

7.3.10.2. Education: Masters degree in engineering.

7.3.10.3. Experience: At least ten years experience in the engineering of communications systems via all transmission media.

7.3.11. Senior Engineer

7.3.11.1. Performs complex engineering tasks and multiple tasks simultaneously. Assists with or plans major research and engineering tasks or programs of high complexity. Directs and co-ordinates all activities necessary to complete a major, complex engineering programme or multiple smaller tasks or programs. Performs advanced engineering research, hardware or software development.

7.3.11.2. Education: Masters degree in engineering.

7.3.11.3. Experience: At least ten years in engineering positions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use. Member of recognised professional body.

7.3.12. Senior Technician

7.3.12.1. Supervises technicians in the troubleshooting, repair, installation, training, integration, and upgrade of software, systems and equipment. Works closely with assigned engineers and systems personnel to support implementation and activation efforts.

7.3.12.2. Education: Associates degree.

7.3.12.3. Experience: At least ten years in the installation and maintenance of network and information systems.

7.3.13. System Management Specialist

7.3.13.1. Analyses, develops, and maintains operational system configuration parameters. Establishes and implements system policy, procedures and standards, and ensures their conformance with system requirements. Ensures that security procedures are established and implemented. Provides technical assistance to operational, logistics, and system engineering staff.

7.3.13.2. Education: Bachelors degree and completion of a formal system administration or network management certification course.

7.3.13.3. Experience: At least five years in the administration of distributed information systems.

7.3.14. Senior Network Engineer

7.3.14.1. Analyzes user needs to determine IA functional and cross- functional requirements. Performs functional allocation to identify required IA tasks and their interrelationships. Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing information assurance standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound and logical improvement opportunities consistent with corporate Information Assurance Management guiding principles, cost savings, and open system architecture objectives Education:

7.3.14.2. Bachelors degree in engineering and completion of a formal network certification programme.

7.3.14.3. Experience: At least ten years experience in the network systems. At least five years experience with TCP/IP wide area networks.

7.3.15. System Support Engineer

7.3.15.1. Designs and integrates system support applications and protocols to meet system requirements. Analyses architectural options for performance and manageability. Analyses and designs implementations to meet specialised message formats or interfaces.

7.3.15.2. Education: Bachelors degree in engineering.

7.3.15.3. Experience: At least ten years in the design, integration, and implementation of C4ISR information systems.

7.3.16. Senior Information Security Architect

7.3.16.1. Translates security requirements on a very complex level into specific designs leading to leading edge IT solution designs and integrated architecture. Takes responsibility for design and implementation activities across multiple platforms. Takes responsibility in selecting specific 3rd party products and related integration. Provides advice when challenges need to be addressed from a high level perspective (helicopter view) and complex problems need to be broken down in manageable subprojects.

7.3.16.2. Education: Bachelors degree.

7.3.16.3. Experience: At least ten years in information security.

7.3.17. Intermediate Engineer

7.3.17.1. Performs engineering tasks and additional duties as assigned. Assists higher level engineers with larger tasks. Manages or directs multiple engineering tasks, directing research and development activities as required. Performs advanced testing, analysis, evaluation and repair of engineering, network, telecommunications or other technical equipment and/or systems. Layouts, builds, calibrates, adjusts, installs and maintains equipment, components, devices or systems. Analyzes results and implements procedures for problems.

7.3.17.2. Education: Bachelors degree in engineering.

7.3.17.3. Experience: At least five years in engineering functions associated with the review, design, development, evaluation, planning and operation of electrical or electronic components, subsystems, or systems for government or commercial use.

7.3.18. Intermediate Systems Engineer

7.3.18.1. Performs system engineering assignments in support of the analysis of complex system design, formulating requirements, developing alternative approaches, conduct of studies, and application of standards. May function as a member of an engineering team assigned responsibilities for specific task areas.

7.3.18.2. Education: Bachelors degree in engineering or computer science.

7.3.18.3. Experience: At least five years in system design and integration.

7.3.19. Intermediate Software Programmer

7.3.19.1. Analyses systems requirements and design specifications to develop block diagrams and logic flow charts. Translates detailed designs into computer software for specific applications. Prepares documentation, including programme and user documentation.

7.3.19.2. Education: Bachelors degree in engineering or computer science.

7.3.19.3. Experience: At least three years in the design, programming, and testing of applications software.

7.3.20. Intermediate Test Engineer

7.3.20.1. Designs and documents unit and application test plans. Transforms test plans into test scripts and executes those scripts. Supervises individual tests and prepares test reports.

7.3.20.2. Education: Bachelors degree in engineering.

7.3.20.3. Experience: At least five years in the design and execution of information systems tests.

7.3.21. Intermediate Network Engineer

7.3.21.1. Applies complex networking concepts in the analysis, study, and design of data networks. Analyzes network characteristics and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Diagnoses and remediation of problems; plans installations, transitions, and cutovers of network components and capabilities.

7.3.21.2. Education: Bachelors degree in engineering.

7.3.21.3. Experience: At least five years experience in network systems. At least three years experience with TCP/IP wide area networks.

7.3.22. Intermediate Communications Engineer

7.3.22.1. Prepares communications systems designs and technical documentation, and other design criteria. Implements COTS and emerging communications systems and develops technical plans, documentation, and support. Prepares detailed specifications and flowcharts for implementing new internal programs or modification to vendor software. Possesses a basic knowledge of communications protocols, hardware, and real-time system programming.

7.3.22.2. Education: Bachelors degree in engineering.

7.3.22.3. Experience: At least five years experience in the engineering of communications systems via all transmission media.

PART IV, ANNEX A

PERFORMANCE GOALS

DOCUMENT CONTROL PAGE

VERSION HISTORY

Version	Author	Date	Reason for Change	Superseded Version
0.1	Koksal, H	11/01/16	Initial version	
0.7	Koksal, H	10/03/16	First Execution Stage drafted	0.6

Table of Contents

SECTION 1:RAMP-UP STAGE..... 1

2 FIRST EXECUTION STAGE 10

SECTION 1: RAMP-UP STAGE

1.1 Introduction

1.1.1 The overall goal for the Ramp-Up Stage is to take over the core of a programme and project management capability that can be expanded and improved through subsequent stages.

1.1.2 Clearly, the challenge of taking over and refining the programme and project management framework in the midst of running projects and legacy practices is significant. During this transition; both the previous Contractor and the new Contractor shall work in coordination.

1.1.3 This does not mean, though, that all work can stop while the Programme and Support Office (PgSO) function, its services, and the framework are being transitioned. Unnecessary interference with or delay of active programme services and projects shall be avoided. But this change presents an opportunity to introduce benefits through refinements of the existing structure and may, in some cases, justify making changes in the scope, approach, or management to align it with a new framework. For this reason, the Purchaser has defined a set of transition priorities for the Ramp-Up Stage.

1.2 Transition Priorities

1.2.1 The projects in the current framework are those delivering services of long-term importance to the Bi-SC AIS and NGCS programmes—the services that form the primary components of the enterprise architecture. These projects, roughly eighty in number, are, with a few exceptions, currently in Project Execution stages. Most have established contracts or solicitations underway, which will constrain the extent to which changes can be made to align with a new framework, if planned. Even with these constraints, however, a structure of tolerances can be established within which the project can be governed in a refined framework, if necessary.

1.2.2 The Contractor shall assume an average of 3 (three) staff days per project of project support to these projects during this stage in its Stage Plan for business as usual.

1.2.3 The previous Contractor shall have transition responsibilities during this period mainly addressing the current programme framework handover, handing over the programme repositories and processes, as well as business as usual activities and keeping the tools and integration facility up and running; supporting the planned integration activities.

1.2.4 The second priority is to control any new projects created during the Ramp-Up Stage within the framework, by undertaking Project Start-Up as a programme-driven effort. From the point the PgSO is handed over, every effort should be made to define, plan, execute, and control new projects in a consistent manner, in line with current processes and quality. It is expected that approximately eight new projects will be created during this stage.

1.2.5 The Contractor shall assume an average of 10 (ten) staff days per project of project support to these projects during this stage in its Stage Plan.

1.2.6 The lowest priority is to bring projects nearing the end of their execution stages and projects not delivering critical enterprise services under management.

1.2.7 The Contractor shall assume no more 20 (twenty) staff days total of project support to these lowest priority projects during this stage in its Stage Plan.

1.3 Performance Goals

Performance goals for New Contractor and associated MoSCoW ratings are shown in following table[1] . The set of performance goals which forms the basis for the assessment of potential price reduction (following chapter) includes 'M' but excludes 'S', 'C' and 'W' goals.

Performance Goals	MoSCoW Rating
1.3.1 Programme Management: The Contractor shall:	M
1.3.1.1.1 Perform the handover of the programme and project governance processes and establish the new baseline.	M
1.3.1.1.2 Review and refine the current versions of the Projects Dossier.	M

[1] Legend:
M – Must Have
S – Should Have: the result will be a 'best effort' within the available resources while respecting the priority of the M goals
C – Could Have: the result will be a 'best effort' within the available resources while respecting the priority of the M and S goals
W – Won't Have this time

1.3.1.1.3	Provide the refined version of the Programme Product Breakdown Structure.	S
1.3.1.1.4	Review and submit changes of processes to manage, monitor, and control elements of common interest with the following related programmes: AGS, BMD, ACCS, and DCIS.	M
1.3.1.1.5	Review and amend the process for monthly sub-programme progress reviews and conduct such reviews for each sub-programme.	
1.3.1.1.6	Review and amend the process for quarterly programme progress reviews and organize and conduct at least one such review.	M
1.3.1.1.7	Refine existing or prepare new strategic objective chains, benefit maps, blueprints and programme tranches for the sub-programmes.	S
1.3.1.1.8	Review and recommend a set of tolerances for the sub-programmes and projects.	M
1.3.1.1.9	Track critical dependencies and commitments and recommend corrective actions, as appropriate	M
1.3.1.1.10	Prepare Project Briefs for projects created during this stage.	S
1.3.2	Change Management: The Contractor shall:	M
1.3.2.1.1	Review and amend the programme and project issue management processes.	M
1.3.2.1.2	Maintain online issue management capability.	M
1.3.2.1.3	Maintain the programme Issue Log.	M
1.3.2.1.4	Organize weekly issue reviews.	M
1.3.2.1.5	Review and amend the programme and project change control processes.	M
1.3.2.1.6	Provide change management support to current	M

and new sub-programmes and projects.	
1.3.3 Communications Management: The Contractor shall:	M
1.3.3.1.1 Review and amend the Programme Communications Plan.	M
1.3.3.1.2 Assume management and administration responsibility for the programme portals on the NCIA Intranet and the Internet.	C
1.3.3.1.3 Maintain the portal capabilities defined in the SOW.	C
1.3.3.1.4 Populate the portals with information, reports, plans, and other products from all service areas.	M
1.3.3.1.5 Review and amend a process for programme and project highlight reporting.	M
1.3.3.1.6 Produce at least one quarterly Programme Highlight Report.	M
1.3.3.1.7 Provide communications management support to current projects portfolio.	S
1.3.4 Risk Management: The Contractor shall:	S
1.3.4.1.1 Review and amend the risk management processes.	S
1.3.4.1.2 Maintain the Programme Risk Log.	S
1.3.4.1.3 Maintain a continuous capability to identify, estimate, evaluate, and recommend responses to programme risks.	S
1.3.4.1.4 Perform at least three programme risk reviews.	S
1.3.4.1.5 Provide risk management support to current and new sub-programmes and projects.	C
1.3.5 Schedule Management: The Contractor shall:	M
1.3.5.1.1 Review and amend the schedule management processes.	M

1.3.5.1.2 Maintain a programme master schedule incorporating:	
1.3.5.1.2.1 Major milestones for all projects.	M
1.3.5.1.2.2 Relevant stakeholder events.	M
1.3.5.1.2.3 Major milestones for programmes with which the Bi-SC AIS and NGCS manages interfaces or shares services.	M
1.3.5.1.3 Review and amend the schedule change control process.	M
1.3.5.1.4 Prepare schedule products as inputs to the programme reports.	M
1.3.5.1.5 Provide schedule management support to current and new sub-programmes.	S
1.3.6 Cost Management: The Contractor shall:	W
1.3.6.1.1 Review and amend the cost management processes.	C
1.3.6.1.2 Collect and compile data on the status of programme funds for input to quarterly reports.	C
1.3.7 Configuration Management: The Contractor shall:	M
1.3.7.1.1 Review and amend the configuration management processes.	M
1.3.7.1.2 Review and amend the configuration management capability and capture the relevant functional baselines for all priority one projects.	M
1.3.7.1.3 Provide configuration management support to current and new sub-programmes and projects.	M
1.3.8 Quality Management: The Contractor shall:	S
1.3.8.1.1 Review and amend the quality management processes on Programme and Project Level.	S

1.3.8.1.2 Maintain the Programme Quality Log.	S
1.3.8.1.3 Provide quality management support to current and new sub-programmes and projects.	C
1.3.9 C4ISR Systems Engineering: The Contractor shall:	M
1.3.9.1.1 Review and amend system of systems architecture and the component implementation roadmap for the Bi-SC AIS and NGCS programmes.	M
1.3.9.1.2 For at least one programme level issue, develop an engineering strategy document to overcome the issue (e.g., to migrate/consolidate/enhance/refresh outdated/to-be-expired element(s) of the current design in such a way that a proposed new design element(s) would resolve the current issue in future implementation phase).	M
1.3.9.1.3 Review and amend the programme engineering guidance.	S
1.3.9.1.4 Review and amend the design of the Engineering Repository.	S
1.3.9.1.5 Maintain the Engineering Repository.	M
1.3.9.1.6 Provide systems integration support to current projects of the programme.	S
1.3.10 C4ISR Integration Management	M
1.3.10.1.1 Test Management Support	
1.3.10.1.1.1 The Contractor shall review the current set of test management processes and improve the testing processes	M
1.3.10.1.2 Project Test Management Support	
1.3.10.1.2.1 The Contractor shall provide project integration support to current sub-programmes and projects.	M

1.3.10.1.3 Testbed Support. The Contractor shall:	
1.3.10.1.3.1 Survey active and planned projects and organize and establish the initial version of the test requirements baseline.	M
1.3.10.1.3.2 Survey existing test data sets and identify deficiencies in terms of supporting programme test requirements.	S
1.3.10.1.3.3 Organize a requirements review to validate this baseline.	S
1.3.10.1.3.4 Review and amend the Programme Test Plan.	M
1.3.10.1.3.5 Review and update the System Security Requirements Specification and Security Accreditation Plan for the testbed.	M
1.3.10.1.3.6 Identify Purchaser facility modifications required to support operation of the testbed.	S
1.3.10.1.3.7 Provide the detailed design for the integration testbed.	M
1.3.10.1.3.8 Review the current capabilities and prepare specifications for the additional COTS components of the integration testbed.	M
1.3.10.1.3.9 Prepare compliance criteria that will be used to determine if proposed equipment meets the specifications.	M
1.3.10.1.3.10 Prepare the facility for additional equipment installation and improvements.	S
1.3.11 C4ISR Software Engineering and Design: The Contractor shall:	M
1.3.11.1.1 Establish C4ISR software Development and Operations (DevOps) environment for programme activities in accordance with Service Strategy (SStrat) guidance.	M

1.3.11.1.1 At least for one C4ISR software component in its analysis phase, develop a proof of concept level mock-up software using new software technologies and open standard based interfaces.	M
1.3.11.1.2 At least for one C4ISR project, perform a risk-mitigation assessment activity in accordance with Architecture Tradeoff Analysis Method (ATAM) or a similar method to identify if a suitable architecture for the project by discovering trade-offs and sensitivity points.	M
1.3.11.1.3 Review and amend the architecture management processes.	S
1.3.11.1.4 Review and amend the programme engineering repository.	C
1.3.11.1.5 Provide architecture management support to current and new sub-programmes and projects.	C
1.3.12 C4ISR Operational User Experience (UX): The Contractor shall:	M
1.3.12.1.1 Document C4ISR Operational User Experience (UX) process for programme and project levels	M
1.3.12.1.2 Develop a Human Machine Interface (HMI) Style Guide for Web-page based C4ISR Applications that will be used by the projects to develop consistent and coherent HMIs throughout the programme.	S
1.3.12.1.3 Establish UX environment using appropriate tools to develop mock-ups, prototypes, and proofs of concept as required	M
1.3.13 C4ISR Requirements Management: The Contractor shall:	M
1.3.13.1.1 Review and amend the requirements management processes.	M
1.3.13.1.2 Review and amend the programme level requirements baseline.	M

1.3.13.1.3 Review and amend the programme non-functional requirements.	M
1.3.13.1.4 Provide requirements management support to the current and new sub-programmes and projects.	M
1.3.14 Programme Assurance: The Contractor shall:	M
1.3.14.1.1 Review and amend the verification and validation processes.	M
1.3.14.1.2 Provide verification and validation support to current and new sub-programmes and projects.	S
1.3.14.1.3 Other Project Verification and Validation support will be defined and performed under separate Task Orders.	
1.3.15 Transition Management: The Contractor shall:	S
1.3.15.1.1 Review and amend the transition management processes.	S
1.3.15.1.2 Provide transition management support to current sub-programmes and projects.	S
1.3.16 Information Security Management: The Contractor shall:	W
1.3.16.1.1 Review and amend the initial security management processes.	C
1.3.16.1.2 Provide security management support to current sub-programmes and projects.	C

1.4 Price Reduction Guidelines

1.4.1 Price Reductions will not be applied during this stage.

SECTION 2: FIRST EXECUTION STAGE

1.5 Introduction

1.5.1 Table 1 identifies the specific process compliance requirements for Programme Governance and Change Management service areas.

Maturity Model / Service Area	CMMI for Acquisition	P3M3	P2MM
Programme Governance		•Programme definition •Project establishment •Programme planning & control	•Directing a Project •Initiating a Project •Controlling a Stage •Closing a Project
Change Management	Project Monitoring & Control		

Table 1. Process Maturity Compliance Requirements for First Execution Stage

1.5.2 In addition, by the end of this stage, the Contractor shall be operating the programme tools, repositories, and integration testbed at their full potential.

1.5.3 Project Support

1.5.4 The Contractor shall continue to treat as its first priority for project support those roughly thirty five projects delivering services of long-term importance to the Bi-SC AIS and NGCS programmes—the services that form the primary components of the enterprise architecture.

1.5.5 The Contractor shall assume an average of 7 (seven) staff days per project of project support to these projects during this stage in its Stage Plan.

1.5.6 The second priority for project support during this stage is new projects. Roughly 8 (eight) projects will be started during this stage.

1.5.7 The Contractor shall assume an average of 10 (ten) staff days per project of project support to these projects during this stage in its Stage Plan.

1.5.8 The lowest priority is the roughly 15 (fifteen) projects nearing completion.

1.5.9 The Contractor shall assume no more than 20 (twenty) staff days total of project support to these lowest priority projects during this stage in its Stage Plan.

1.6 Performance Goals

Performance goals for the Contractor and associated MoSCoW ratings are shown in following table[2]. The set of performance goals which forms the basis for the assessment of potential price reduction (following chapter) includes 'M' goals but excludes 'S', 'C' and 'W' goals.

Performance Goals	MoSCoW Rating
1.6.1 Programme Management: The Contractor shall:	M
1.6.1.1 Conduct the handover of the programme and project governance processes and establish the baseline.	M
1.6.1.2 Review and update the Projects Dossier.	M
1.6.1.3 Update the Programme Product Breakdown Structure.	S
1.6.1.4 Continuous improvement of processes to manage, monitor, and control elements of common interest with the following programmes: AGS, BMD, ACCS and DCIS.	M
1.6.1.5 Continuous improvement of the process for quarterly portfolio progress reviews and organize at least one such review for each portfolio.	M
1.6.1.6 Update and prepare new strategic objective chains and programme tranches for the projects portfolio.	S
1.6.1.7 Update a set of tolerances for the projects portfolio.	M
1.6.1.8 Prepare Project Briefs for projects created during this stage.	S
1.6.2 Change Management: The Contractor shall:	M

[2] Legend:
M – Must Have
S – Should Have: the result will be a 'best effort' within the available resources while respecting the priority of the M goals
C – Could Have: the result will be a 'best effort' within the available resources while respecting the priority of the M and S goals
W – Won't Have this time

1.6.2.1 Continuous improvement of the programme and project issue management processes.	M
1.6.2.2 Maintain online issue management capability.	M
1.6.2.3 Maintain the programme Issue Log.	M
1.6.2.4 Organize weekly issue reviews.	M
1.6.2.5 Continuous improvement of programme and project change control processes.	M
1.6.2.6 Provide change management support to current projects portfolio.	M
1.6.3 Communications Management: The Contractor shall:	M
1.6.3.1 Continuous improvement of the Programme Communications Plan.	M
1.6.3.2 Take responsibility for the programme portals on the NCIA Intranet and the Internet.	C
1.6.3.3 Maintain the portal capabilities defined in the SOW.	C
1.6.3.4 Populate the portals with information, reports, plans, and other products from all service areas.	M
1.6.3.5 Continuous improvement of the process for programme and project highlight reporting.	M
1.6.3.6 Produce at least one quarterly Programme Highlight Report.	M
1.6.3.7 Provide communications management support to current projects portfolio.	S
1.6.4 Risk Management: The Contractor shall:	S
1.6.4.1 Continuous improvement of the risk management processes.	S
1.6.4.2 Maintain the Programme Risk Log.	S

1.6.4.3 Maintain a continuous capability to identify, estimate, evaluate, and recommend responses to programme risks.	S
1.6.4.4 Perform at least one programme risk review.	S
1.6.4.5 Provide risk management support to current projects portfolio.	C
1.6.5 Schedule Management: The Contractor shall:	M
1.6.5.1 Continuous improvement of the schedule management processes.	M
1.6.5.2 Maintain a programme master schedule incorporating:	
1.6.5.2.1 Major milestones for all projects.	M
1.6.5.2.2 Relevant stakeholder events.	M
1.6.5.2.3 Major milestones for programmes with which the Bi-SC and NGCS manages interfaces or shares services.	M
1.6.5.3 Continuous improvement of the schedule change control process.	M
1.6.5.4 Prepare schedule products as inputs to the programme reports.	M
1.6.5.5 Provide schedule management support to current projects portfolio.	S
1.6.6 Cost Management: The Contractor shall:	W
1.6.6.1 Continuous improvement of the cost management processes.	C
1.6.6.2 Collect and compile data on the status of programme funds for input to quarterly reports and other briefings or reports.	C
1.6.7 Configuration Management: The Contractor shall:	M
1.6.7.1 Continuous improvement of the configuration	M

management processes.	
1.6.7.2 Continuous improvement of the configuration management capability and capture the relevant functional baselines for all priority one projects.	M
1.6.7.3 Provide configuration management support to current projects portfolio.	M
1.6.8 Quality Management: The Contractor shall:	S
1.6.8.1 Continuous improvement of the quality management processes on Programme and Project Level.	S
1.6.8.2 Maintain the Programme Quality Log.	S
1.6.8.3 Provide quality management support to current projects portfolio.	C
1.6.9 C4ISR Systems Engineering: The Contractor shall:	M
1.6.9.1 Enhance and maintain system of systems architecture and the component implementation roadmap for the Bi-SC AIS and NGCS programme.	M
1.6.9.2 For programme level issues, develop engineering strategy documents to overcome the issue (e.g., to migrate/consolidate/enhance/refresh outdated/to-be-expired element(s) of the current design in such a way that a proposed new design element(s) would resolve the current issue in future implementation phase).	M
1.6.9.3 Enhance the programme engineering guidance.	S
1.6.9.4 Enhance and maintain the Engineering Repository.	M
1.6.9.5 Provide systems integration support to current projects of the programme.	S
1.6.10 C4ISR Integration Management	M
1.6.10.1 Test Management Support	
1.6.10.1.1 The Contractor shall review and improve the current set of test management processes.	M

1.6.10.2 Project Test Management Support	
1.6.10.2.1 The Contractor shall provide test management support to current projects portfolio.	M
1.6.10.3 Testbed Support. The Contractor shall:	
1.6.10.3.1 Survey active and planned projects and organize and establish the initial version of the test requirements baseline.	M
1.6.10.3.2 Survey existing test data sets and identify deficiencies in terms of supporting programme test requirements.	S
1.6.10.3.3 Organize a requirements review to validate this baseline.	S
1.6.10.3.4 Continuous improvement of the Programme Test Plan.	M
1.6.10.3.5 Update the System Security Requirements Specification and Security Accreditation Plan for the testbed when required.	M
1.6.10.3.6 Identify Purchaser facility modifications required to support operation of the testbed.	S
1.6.10.3.7 Update the detailed design for the integration testbed when there are changes.	M
1.6.10.3.8 Continuous improvement of the current capabilities and preparation of specifications for the additional COTS components of the integration testbed.	M
1.6.10.3.9 Prepare compliance criteria that will be used to determine if proposed new equipment is in line with the specifications.	M
1.6.10.3.10 Prepare the facility for additional equipment installation.	S
1.6.11 C4ISR Software Engineering and Design: The Contractor	M

shall:	
1.6.11.1 Enhance and maintain C4ISR software Development and Operations (DevOps) environment for programme activities in accordance with SStrat guidance.	M
1.6.11.2 Develop and maintain proof of concept level mock-up software for C4ISR components.	M
1.6.11.3 Perform risk-mitigation assessment activities in accordance with Architecture Tradeoff Analysis Method (ATAM) or a similar method to identify if a suitable architecture for the project by discovering trade-offs and sensitivity points.	M
1.6.11.4 Perform the software architecture management process.	S
1.6.11.5 Provide architecture management support to current projects portfolio.	M
1.6.12 C4ISR Operational User Experience (UX): The Contractor shall:	M
1.6.12.1 Perform C4ISR Operational User Experience (UX) process for programme and project levels	M
1.6.12.2 Develop Human Machine Interface (HMI) Style Guides for Rich C4ISR Applications and Mobile Applications and maintain all HMI Style Guides that will be used by the projects to develop consistent and coherent HMIs throughout the programme.	M
1.6.12.3 Develop UX mock-ups, prototypes, and proofs of concept as required	M
1.6.13 C4ISR Requirements Management: The Contractor shall:	M
1.6.13.1 Perform the requirements management processes.	M
1.6.13.2 Enhance and maintain the programme level requirements baseline.	S
1.6.13.3 Enhance and maintain the programme non-functional requirements.	S

1.6.13.4 Provide requirements management support to the current projects portfolio.	M
1.6.14 Programme Assurance: The Contractor shall:	M
1.6.14.1 Continuous improvement of the verification and validation processes.	M
1.6.14.2 Provide verification and validation support to current projects portfolio.	S
1.6.14.3 Other Project Verification and Validation support will be defined and performed under separate Task Orders.	
1.6.15 Transition Management: The Contractor shall:	S
1.6.15.1 Continuous improvement of the transition management processes.	S
1.6.15.2 Provide transition management support to current projects portfolio.	S
1.6.16 Information Security Management: The Contractor shall:	W
1.6.16.1 Continuous improvement of the information security management processes.	C
1.6.16.2 Provide information security management support to current projects portfolio.	C

1.7 Price Reduction Guidelines

1.7.1 Table 2 below identifies the guidelines by which the Project Board will determine the recommended price reduction for this stage.

Level of Goal Achievement	Applicable Price Reduction	Description
FIRST EXECUTION STAGE		
Satisfactory	0 %	All deliverables associated with the Stage have been or are on track to be delivered and accepted. All Performance Goals have been or are assessed as likely to be met or exceeded. Some goals may not have been met but these goals are more than offset by the level of achievement of other goals. The Process Maturity targets for Programme Governance and Change Management have been or on track to be met.
Marginal	1 to 2.9 %	Less than 15 % of the goals specified in the Performance Goals document have not been met. Unmet goals are not offset by the level of achievement against the other goals. The Process Maturity targets for Programme Governance and Change Management have been or on track to be met.
Unsatisfactory	3 to 6 %	Less than 25 % of the goals specified in the Performance Goals document have not been met. Unmet goals are not offset by the level of achievement against the other goals. The Process Maturity targets for Programme Governance and Change Management have not been or are not forecasted to be met.

Table 2. Price Reduction Guidelines – First Execution Stage

If exercised, the performance goals for the 2nd and 3rd Execution Stages shall be similar to that of the 1st Execution Stage.