



NATO UNCLASSIFIED

Acquisition Directorate

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NCIA/ACQ/2020/6763
03 June 2020

To: See Distribution List

Subject: **Distribution of Invitation for Bid (IFB) and Final Bidders List**

IFB-CO-15575-BMD
System Engineering and Integration (SE&I)

References A- NOI IFB-CO-15575-BMD dated 16 March 2020

1. With Reference A, the NCI Agency notified its intention to release an IFB for the subject effort.
2. The Bidding Documents have been issued to nominated Bidders on 03 June 2020; the bid closing date is scheduled for 01 September 2020.
3. Attached herewith is the Final Bidders List for the IFB in subject. It includes the Firms nominated by their Embassies/Delegations of Origin pursuant to the notification at reference A.
4. NATO delegations are encouraged to review the list for accuracy and notify in case of omissions or queries.
5. The NCI Agency Point of Contact for this procurement is Mr. Martin Steenwege, who can be contacted under Tel. +32 2 707 8335 or e-mail: IFB-CO-15575-BMD@ncia.nato.int

FOR THE DIRECTOR OF ACQUISITION

Martin Steenwege
Senior Contracting Officer

Attachment(s):

Attachment: Final Bidders list IFB-CO-15575-BMD



NATO Communications
and Information Agency
Agence OTAN d'information
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Attachment
Final Bidders list IFB-CO-15575-BMD

Last update on 03 June 2020

Belgium		Lithuania	
ATOS		ELIS PRO	
BREVCO SERVICES			
COMPUTACENTER		Netherlands	
IBM BELGIUM		TNO Defence, Safety & Security	
LUCIAD/HEXAGON GEOSPATIAL			
RHEA SYSTEMS		Norway	
		Kongsberg Defence & Space AS	
Bulgaria		Poland	
LIREX BG LTD		PIT- RADWAR S.A.	
UNICOM 2000 TEH Ltd			
		Slovakia	
Canada		Aliter Technologies, a. s.	
MDA Systems Ltd.			
RIMPAC CONSULTANTS INC		Spain	
		EVERIS	
Czech Republic		GMV	
RETIA, a.s.			
		Turkey	
France		TUBİTAK BİLGEM TÜRKİYE BİLİMSEL VE TEKNOLOJİK ARAŞTIRMA KURUMU BAŞKANLIĞI	
NAVALGROUP		ANKAREF İNOVASYON VE TEKNOLOJİ ANONİM ŞİRKETİ	
THALES LAS France SAS		ASELSAN ELEKTRONİK SANAYİ VE TİCARET ANONİM ŞİRKETİ	
TRS AMDC2		STM SAVUNMA TEKNOLOJİLERİ MÜHENDİSLİK VE TİCARET ANONİM ŞİRKETİ	
		MİLISOFT YAZILIM TEKNOLOJİLERİ ANONİM ŞİRKETİ	
Germany		STM SAVUNMA TEKNOLOJİLERİ MÜHENDİSLİK VE TİCARET ANONİM ŞİRKETİ	
Atos Information Technology GmbH		TİGA BİLGİ TEKNOLOJİLERİ AŞ	
ESG Elektroniksystem-und Logistik GmbH		HAVELSAN HAVA ELEKTRONİK SANAYİ VE TİCARET ANONİM ŞİRKETİ	
Industrieanlagen-Betriebsgesellschaft mbH		United Kingdom	
MBDA Deutschland GmbH		MASS Consultants Ltd	
steep GmbH		NOVA AEROSPACE LTD	
		BMT DEFENCE AND SECURITY UK LIMITED	
Hungary		QinetiQ Ltd	
Getronics Magyarország Kft.			
		United States of America	
Italy		Ardent Technologies, Inc.	
ENGINEERING INGEGNERIA INFORMATICA S.p.A.		Leidos, Inc.	
GENERAL DYNAMICS MISSION SYSTEMS-IT AL Y S.r.l.		MCR Federal, LLC	
SIRTI S.p.A.			
VITROCISET S.p.A.			

**Distribution List for Official Invitation for Bids
IFB-CO-15575-BMD**

NATO Delegations (Attn: Investment Committee Adviser):

Albania	1
Belgium	1
Bulgaria	1
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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
Montenegro	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

Belgian Ministry of Economic Affairs 1

Embassies in Brussels (Attn: Commercial Attaché):

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Canada	1
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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
Montenegro	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1
All NATEXs	1
NATO HQ	
NATO Office of Resources, <i>Attn: Capability and Implementation Branch</i>	1
Director, NATO HQ C3 Staff, <i>Attn: Executive Coordinator</i>	1
SACTREPEUR, <i>Attn: Investment Assistant</i>	1
Strategic Commands	
HQ SACT, <i>Attn: R&D Contracting Office</i>	1
ACO Liaison Office	1
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ACQ Senior Contracting Officer (Mr Martin Steenwege)	1
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ACQ ILS Chief (Mr Richard Proietto)	1
ACQ CE&A (Mr. Rene Berghuijs)	1
Legal Office (Ms Simona Rocchi/Vincent Roobaert)	1
NLO (Mr Xavier Desfougeres)	1
AMDC2 Director (Mr Michael Stoltz)	1
BMD Deputy Director (Mr Maurizio Pennarola)	1
AMDC2 Branch Chief (Mr Laurent Smith)	1
AMDC2 EXO (Ms Hilary Whiteway)	1
AMDC2 PO (Mr Christophe Audin)	1
AMDC2 PO (Mr Paolo Ballerini)	1
AMDC2 PO (Mr Stef VanAsperen)	1
AMDC2 PO (Mr Joe Maggs)	1
Registry (for distribution)	1

All Nominated Bidders

INVITATION FOR BID

IFB-CO-15575-BMD

BALLISTIC MISSILE DEFENCE

SYSTEM ENGINEERING AND INTEGRATION & TEST

Project Serials No.:

2005/0VA03019

2005/0VA03020



BOOK I

INSTRUCTIONS TO BIDDERS



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SECTION 1. INTRODUCTION

1.1. Purpose

1.1.1. The purpose of this Invitation for Bid (IFB) is to provide System Engineering and Integration (SE&I) Support for the Agency's Ballistic Missile Defence (BMD) Programme.

1.1.2. The BMD Programme, set out in the Capability Package CP 0A1303REV1, encompasses eleven implementation projects. At the core of the Programme implementation are the following two projects related to the provision of the BMD capability where SE&I Contract support is expected: project 2005/OVA03019 (System Engineering support for BMD) for architecture design and implementation oversight and project 2005/OVA03020 (Integration & Test support for BMD) for the integration and testing of the BMD architecture.

1.2. Scope

1.2.1. The current authorisation and consequently any Contract resulting from this Invitation for Bid (IFB) shall address **solely** Projects 2005/OVA03019 and 2005/OVA03020.

1.2.2. Purpose of the projects: Comprehensive Systems Engineering as well as Integration, Verification and Test activities will be required to successfully achieve the BMD Capability. The two projects which provide the organisational capability to conduct programmatic activities will be executed during the entire timespan of the BMD Programme, i.e. from 2022 till 2029 (with a separate Transition-in period anticipated in 2021):

- 1) Systems Engineering (SE) Support for BMD. The purpose of this on-going project is to provide the capability for the management and the execution of Systems Engineering activities, to include the building and maintenance of the specifications for detailed functional requirements for BMC3I, the development of Transition and Target Architectures, establishment of test objectives, evaluation of test results, and technical oversight of system implementation projects.
- 2) Integration & Test Support for BMD. The purpose of this on-going project is to provide the capability for the management and execution of the integration of all BMD Architecture components (BMC3I, weapon and sensor systems) through testing and verification, and for the support to operational BMD training and exercises.

1.3. Overview of the Prospective Contract

- 1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the scope of all 2 Projects described above as a subject of the overall BMD capability. This will be achieved within the framework of the Contract resulting from this IFB by the means of performance of Contract requirements further defined in the Statement Of work (SOW).

1.4. Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1. This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.
- 1.4.2. Best Value Evaluation Method
- 1.4.2.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth AC/4-D/2261-ADD2 (1996 Edition), AC/4-D(2008)0002-REV1 dated 27 April 2009 and AC/4(2008)0002-REV2 dated 15 July 2015
- 1.4.2.2. The bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4 .
- 1.4.3. This Invitation for Bid will not be the subject of a public Bid opening.
- 1.4.4. 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".

1.5. Security

- 1.5.1. Security
- 1.5.1.1. This Invitation for Bid has been classified as NATO UNCLASSIFIED, except for part of the Bidders' Library that is marked NATO RESTRICTED.

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

1.6. Bidders' Library - Release of Reference Documentation and Materials

- 1.6.1. To support the establishment of the bid, the Bidders are hereby provided with a list of documents described in table below.
- 1.6.2. Upon request, a CD "Bidders Library" can be provided after returning the signed Certificate in Annex D IFB-CO-15575-BMD Non-Disclosure Undertaking document. This CD contains the portion of the documents marked "Yes" in column "E" of the table below, displayed with the references of column B.
- 1.6.3. The remaining documents are either available publicly or can be requested through the respective National Delegations, as marked in column "E".
- 1.6.4. The documents labelled "Yes" in column "D" are listed in the SOW.

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
1. Architecture Definition and Requirement Specification				
1.1. (NU) Architecture Vision	BMD-SE-PRG-ARCHVIS-3.0	NU	Yes	Yes
1.2. (NR) Architecture Definition Document	BMD-SE-PRG-ADD-002-4.1	NR	Yes	Yes
1.3. The Open Group Architectural Framework (TOGAF) Version 9.2, 2018	The Open Group Architectural Framework (TOGAF) Version 9.2, 2018	NU	Yes	Publicly available
1.4. (NU) Example ARS Template	BMD-SE-PRG-XXXXARS-305-0.1	NU		Yes
1.5. (NR) INTERFACE DESIGN DESCRIPTION (IDD)	BMD-SE-PRG-IDD-558-2.0	NR		Yes
1.6. (NR) Link-16 Reference	BMD-SE-PRG-L16REF-558-2.0	NR		Yes
1.7. (NR) NRT Reference	BMD-SE-PRG-NRTREF-558-2.0	NR		Yes
1.8. (NR) BMD NRT MIP	BMD-SE-BC-C2NRTMIP-004-3.0	NR		Yes
1.9. (NR) National RT ICD Example Template	BMD-SE-PRG-EXAMPLERTICD-0.1	NR		Yes
1.10. (NR) National NRT ICD Example Template	BMD-SE-PRG-EXAMPLNRTICD-0.1	NR		Yes
1.11. (NU) Integrating National Systems with NATO BMD Architecture	SOP 12.10.20	NU		Yes
2. ITB Development Documents				
2.1. ITB Test Acceptance Plan	(NU) BMD-IT-PRG-ITBB5TAP-004-1.0	NU		Yes
3. ITB Support Documentation				
3.1. ITB ILSP	BMD-PM-PRG-ILSP-004-2.0	NU	Yes	Yes
3.2. ITB Service Delivery Plan (SDP)	BMD-PM-PRG-SDP-A00	NU	Yes	Yes
3.3. ITB Hardware Suite	(NU) BMD-IT-BC-ITBHWS-122-4.0	NU	Yes	Yes
3.4. ITB Software & Licenses	BMD-IT-TA1-SLD-1.0	NU	Yes	Yes
3.5. ITB Federation Agreement	(NU) BMD-IT-PRG-ITBFEDAG-122-3.0	NU		Yes
3.6. ITB IDD	(NU) BMD-IT-PRG-ITBIDD-042-2.0	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
3.7. Security Test and Verification Plan (STVP) for BMD ITB	Security Test and Verification Plan (STVP) for BMD ITB	NR	Yes	Yes
3.8. (NU) CFBLNet Manual version 1.0, October 2018	(NU) CFBLNet Manual_v1.0	NU	Yes	Yes
3.9. (NR) "delta" System Specific Security Requirements Statement for NATO SECRET Ballistic Missile Defence Integration Test Bed Laboratory (SSRS) ver 0.8, 11 Oct 2019	(NR) delta SSRS_BMDITB	NR	Yes	Yes
4. ITB Tech References				
4.1. ITB Training Materials (Analyst Training)	(NU) BMD-IT-BC-ITBANLSTTRNG-108-2.0	NU	Yes	Yes
4.2. ITB Training Materials (Operator Training)	(NU) BMD-IT-BC-ITBOPRTRNG-108-2.0	NU	Yes	Yes
4.3. ITB-OFS Gameboard User Manual	(NU) ITB-GB-SUM	NU		Yes
4.4. ITB-OFS ID Installation Guide	ITB ID Installation Guide	NU		Yes
4.5. ITB-OFS MLC User Manual	(NU) Multilink-Controller User Manual	NU		Yes
4.6. ITB-OFS NAUTILUS User Manual	(NU) Nautilus User Manual	NU		Yes
4.7. OV1 - ITB System Overview	BMD-IT-PRG-DWGOV1-2.0	NU		Yes
4.8. OV2 - ITB High Level Logical View	BMD-IT-PRG-DWGOV2-2.0	NU		Yes
4.9. OV3 - ITB Fibre Connections	BMD-IT-PRG-DWGOV3-2.0	NU		Yes
4.10. OV4 - ITB Time Servers	BMD-IT-PRG-DWGOV4-2.0	NU		Yes
4.11. OV5 - ITB Data Transfer Overview	BMD-IT-PRG-DWGOV5-2.0	NU		Yes
4.12. ACCS Networks Switching	BMD-IT-PRG-DWGOV6-2.0	NU		Yes
4.13. HW1 - BMD Rack 1 Virtualization	(NU) BMD-IT-PRG-DWGOV6-003-3.0	NU		Yes
4.14. HW1.1 - HP C3000 Chassis	BMD-IT-PRG-DWGHW1.1-2.0	NU		Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
4.15. HW3 - BMD Rack 3 Network Storage	BMD-IT-PRG-DWGHW3-2.0	NU		Yes
4.16. HW4 - ACCS Rack	BMD-IT-PRG-DWGHW4-2.0	NU		Yes
4.17. HW5 - Communications Rack Data Centre	BMD-IT-PRG-DWGHW5-2.0	NU		Yes
4.18. HW6 - Communications Rack ITB Lab	BMD-IT-PRG-DWGHW6-003-4.0	NU		Yes
4.19. HW7 - ITB Lab Floor Layout	BMD-IT-PRG-DWGHW7-003-5.0	NU	Yes	Yes
4.20. HW8 - BMD DDS Rack	BMD-IT-PRG-DWGHW8-2.0	NU		Yes
4.21. HW9 - BMD ACCS Rack 2	BMD-IT-PRG-DWGHW9-2.0	NU		Yes
4.22. HW10-BMD Patch Rack at TNO	BMD-IT-PRG-DWGHW10-003-4.0	NU		Yes
4.23. CFG1 - Cisco Networking	BMD-IT-PRG-DWGCFG1-2.0	NU		Yes
4.24. CFG2 - Virtual Chassis Connections	BMD-IT-PRG-DWGCFG2-003-4.0	NU		Yes
4.25. CFG2A-Virtual Chassis Connections	BMD-IT-PRG-DWGCFG2A-003-4.0	NU		Yes
4.26. CFG3 - Virtual LANs	BMD-IT-PRG-DWGCFG3-701-3.0	NR		Yes
4.27. CFG4 - NetApp Configuration	BMD-IT-PRG-DWGCFG4-2.0	NU		Yes
4.28. CFG5 - ACCS Network	BMD-IT-PRG-DWGCFG5-2.0	NU		Yes
4.29. CFG7 - Video Distribution System	BMD-IT-PRG-DWGCFG7-003-4.0	NU		Yes
5. Project Specification Documentation and Examples of Test Plan and/or Test Procedure				
5.1. Example PSDs	Example PSDs	NU	Yes	Yes
5.2. Ensemble Test 5 Test Plan	BMD-IT-MA4-ET5TPL-1.0	NU	Yes	Yes
5.3. Ensemble Test 5 Test Procedure	BMD-IT-BC-ET5TPR-1.0	NU	Yes	Yes
5.4. Ensemble Test 6 Test Plan	BMD-IT-BC-ET6TPL-1.0	NU	Yes	Yes
5.5. Ensemble Test 6 Annex A - Test Cases	BMD-IT-BC-ET6TPL-1.0 Annex A	NU	Yes	Yes
5.6. Ensemble Test 6 NRT Test Procedures	BMD-IT-BC-ET6NRTP-1.0	NU	Yes	Yes
5.7. Ensemble Test 6 RT Test Procedures #1	BMD-IT-BC-ET6RTTP1-1.0	NU	Yes	Yes
5.8. Ensemble Test 6 RT Test Procedures #2	BMD-IT-BC-ET6RTTP2-1.0	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
5.9. Ensemble Test 6 RT Test Procedures #3	BMD-IT-BC-ET6RTTP3-1.0	NU	Yes	Yes
5.10. Ensemble Test Lite 2019 Test Plan Phase 1	BMD-IT-BC-ETLITE19P1TP-004-1.0	NR	Yes	Yes
5.11. Ensemble Operator Test 2020 Test Plan	BMD-IT-BC-EOT20TP-004-1.0	NU	Yes	Yes
5.12. (NR) Ensemble Operator Test 2020 Test Plan Annex A- EOT Architecture Exploration	BMD-IT-BC-EOT20TP-004-1.0	NR	Yes	Yes
5.13. (NR) Ensemble Operator Test 2020 Test Plan Annex B- EOT Technical Context	BMD-IT-BC-EOT20TP-004-1.0	NR	Yes	Yes
5.14. ITB Build 5 Test Acceptance Plan (TAP)	BMD-IT-PRG-ITBBUILD5TAP-004-1.0	NU	Yes	Yes
5.15. Integration Test Bed (ITB) Build 5 Technology Refresh Acceptance Test Report (ATR)	NA-BMD-ITB-DO-ATR-A00	NU	Yes	Yes
5.16. ACCS TMD1 FSA SIT Test Package	BMD-IT-BC-ACCSFSAITBSIT-007-2.0	NR	Yes	Yes
5.17. (NU) AirC2 IS BL4 FAT SIT UAT Project Specification	NCIA/BMD/IT/20152417	NU	Yes	Yes
5.18. (NU) CIT_SOW_Generic_Formidable_Shield	(NU) CIT_SOW_Generic_Formidable_Shield	NU	Yes	Yes
5.19. (NU) CIT_SOW_JPOW2021	(NU) CIT_SOW_JPOW2021	NU	Yes	Yes
5.20. Steadfast armour 17 (STAR 17) Exercise workbook	BMD-IT-BC-STAR17EXWB-2.0	NU	Yes	Yes
6. Programme Planning Documents				
6.1. Ballistic Missile Defence NATO Staff Requirement (BMD NSR)"	(NR) AC/259-D(2013)0016	NR	Yes	Please obtain through your National Delegation

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
6.2. (NR) BMD CAPABILITY PACKAGE 0A1303 Revision 1	AC/259-N(2013)0010	NR	Yes	Please obtain through your National Delegation
6.3. (NR) CP 0A1303-Rev 1 Joint Staff Screening Report	AC/335-D(2013)0008	NR	Yes	Please obtain through your National Delegation
6.4. (NR) BMD Capability Package Implementation Plan (PIP)	AC/4(PP)N(2013)0091 – BC-D(2013)0193	NR	Yes	Please obtain through your National Delegation
6.5. (NR) CNAD report on the BMD Programme Review	AC/259-D(2019)0002	NR	Yes	Please obtain through your National Delegation
6.6. (NR) BMD Programme Master Plan	BMD-PO-PRG-PMP-1.0	NR	Yes	Yes
6.7. Joint AirC2 Lifecycle Configuration Management Plan	LCMP - Core Version 2018.1	NU	Yes	Yes
6.8. AMDC2 Quality Management Manual	SOP 12.20.10	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
6.9. BMD Integratd Master Test Schedule (IMTS)	BMD-IT-PRG-IMTS-004-1.0	NR	Yes	Yes
6.10. (NU) BMD Tranche-Based Capability Delivery Methodology Guide	NCIA/AMDC2/2019/01195	NU	Yes	Yes
6.11. (NU) Management of Risks in AMDC2	SOP 12.20.30	NU	Yes	Yes
6.12. System Engineering Master Plan (SEMP)	BMD-PM-PRG-SEMP-3.0	NU	Yes	Yes
6.13. (NU) Verification Cross Reference Index (VCRI) and Matrix (VCRM) Point Paper	BMD-SE-PRG-VCRIVCRMPP-004-1.0	NU	Yes	Yes
6.14. Programme Master Test Plan (PMTP)	BMD-PM-PRG-PMTP-A00	NU	Yes	Yes
6.15. BMD Programme Verification Strategy (PVS)	BMD-IT-PRG-PVS-3.0	NU	Yes	Yes
6.16. BMD Baseline Capability (BC) Architecture Verification Master Test Plan	BMD-IT-BC-AVMTPL-9.0	NR	Yes	Yes
6.17. Ballistic Missile Defence (BMD) Initial Operational Capability (IOC) Integration Test Plan	BMD-IT-IOC-INTP-1.0	NU	Yes	Yes
7. Security & Safety Documents				
7.1. Security within the NATO	C-M(2002)49-COR12	NU	Yes	Please obtain through your National Delegation
7.2. Security Committee - Directive on Classified Project and Industrial Security	AC/35-D/2003-REV5	NU		Please obtain through your National Delegation

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
7.3. C3B Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products	AC/322-D(2017)0016 (INV)	NU		Please obtain through your National Delegation
7.4. Security Committee - Directive on the Security of Information	AC/35-D/2002-REV4	NU		Please obtain through your National Delegation
7.5. Security Committee - Directive on Personnel Security	AC/35-D/2000-REV7	NU		Please obtain through your National Delegation
7.6. C3B INFOSEC technical and implementation directive for the interconnection of CIS	AC/322-D/0030-REV5	NR		Please obtain through your National Delegation

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
7.7. C3B Supporting document on the interconnectio of NR CIS to the Internet	AC-322-D(2010)0058	NR		Please obtain through your National Delegation
7.8. C3B Technical and Implementation Directive on CIS Security	AC/322-D/0048-REV3	NU	Yes	Please obtain through your National Delegation
7.9. Security Classification Guidelines for ACCS Artefacts	NCIA/AMDC2/2018/00377	NU		Yes
7.10. ACO Security Directive	ACO DIRECTIVE 070-001	NU	Yes	Please obtain through your National Delegation
7.11. ACO CIS Security	ACO DIRECTIVE 070-005	NR		Please obtain through your National Delegation
7.12. NCI Agency Security (Industrial Security)	AGENCY DIRECTIVE 03.04	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
7.13. NCI Agency Security (Security Breaches, Compromises and Investigations)	AGENCY DIRECTIVE 03.05	NU	Yes	Yes
7.14. DRAFT - SecOPS for NCIA NATO NS The Hague Laboratory Environment (THLE)	NSTHLE_SecOPs	NU	Yes	Yes
7.15. DRAFT - SecOPS for NS BMD Integration Test Bed Laboratory	NSTHLE_SecOPs_BMDITB	NU	Yes	Yes
7.16. SecOPS for End-Users of NATO NR AIS	SecOPS_NR_AIS.2.0	NU	Yes	Yes
7.17. NATO BMD Security classification guide	BMD-PO-PRG-SCG-2.0	NU		Yes
8. Tools & Databases				
8.1. (NU) Engineering Tool Environment Description	BMD-SE-PRG-ENGTOOLENVDESC-122-1.0	NU	Yes	Yes
8.2. (NU) Demo Observation & Issue Database (OIDB) - (NU Client & Database and Installation Instructions)	(NU) Demo Observation & Issue Database (OIDB) - (NU Client & Database and Installation Instructions)	NU		Yes
8.3. Observation & Issue Database User Guide	BMD-IT-PRG-OIDBUG-1.0	NU	Yes	Yes
8.4. Observation & Issue Management Process Guide	(NU) BMD-IT-PRG-OIMGMTGP-108-2.0	NU	Yes	Yes
9. Allied Quality Assurance Publications (AQAPs)				
9.1. STANAG 4107 (Edition 11), Mutual Acceptance of Government Quality Assurance and Usage of The Allied Quality Assurance Publications (AQAP), 16 December 2019	STANAG 4107 (Edition 11), Mutual Acceptance of Government Quality Assurance and Usage of The Allied Quality Assurance Publications (AQAP), 16 December 2019	NU	Yes	Publicly available

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
9.2. AQAP-160 (Ed. 1) Allied Quality Assurance Publication, NATO Integrated Quality Requirements for Software Throughout the LifeCycle	AQAP-160 (Ed. 1) Allied Quality Assurance Publication, NATO Integrated Quality Requirements for Software Throughout the LifeCycle	NU	Yes	Publicly available
9.3. AQAP-169 (Ed. 1) NATO Guidance on the use of AQAP-160	AQAP-169 (Ed. 1) NATO Guidance on the use of AQAP-160	NU	Yes	Publicly available
9.4. AQAP-2000 (Ed. 3), NATO Policy on an Integrated Systems Approach to Quality Through the Life Cycle	AQAP-2000 (Ed. 3), NATO Policy on an Integrated Systems Approach to Quality Through the Life Cycle	NU	Yes	Publicly available
9.5. AQAP-2009 (Ed. 3) NATO Guidance on the Use of the AQAP 2000 Series	AQAP-2009 (Ed. 3) NATO Guidance on the Use of the AQAP 2000 Series	NU	Yes	Publicly available
9.6. AQAP-2050 (Ed. 1) NATO Project Assessment Model	AQAP-2050 (Ed. 1) NATO Project Assessment Model	NU	Yes	Publicly available
9.7. AQAP-2070 (Ed. B Ver.4), NATO Mutual Government Quality Assurance (GQA) Process	AQAP-2070 (Ed. B Ver.4), NATO Mutual Government Quality Assurance (GQA) Process	NU	Yes	Publicly available
9.8. AQAP-2105 (Ed. C Ver.1), NATO Requirements for Quality Plans	AQAP-2105 (Ed. C Ver.1), NATO Requirements for Quality Plans	NU	Yes	Publicly available
9.9. AQAP-2110 (Ed.D, Ver.1) NATO Quality Assurance Requirements for Design, Development and Production	AQAP-2110 (Ed.D, Ver.1) NATO Quality Assurance Requirements for Design, Development and Production	NU	Yes	Publicly available
9.10. AQAP-2120 (Ed. 3) NATO Quality Assurance Requirements for Production	AQAP-2120 (Ed. 3) NATO Quality Assurance Requirements for Production	NU	Yes	Publicly available

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
9.11. AQAP-2130 (Ed. 3) NATO Quality Assurance Requirements for Inspection and Test	AQAP-2130 (Ed. 3) NATO Quality Assurance Requirements for Inspection and Test	NU	Yes	Publicly available
9.12. AQAP-2131 (Ed. C, Ver. 1) NATO Quality Assurance Requirements for Final Inspection and Test	AQAP-2131 (Ed. C, Ver. 1) NATO Quality Assurance Requirements for Final Inspection and Test	NU	Yes	Publicly available
9.13. AQAP-2210 (Ed. A, Ver. 2), NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310	AQAP-2210 (Ed. A, Ver. 2), NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310	NU	Yes	Publicly available
9.14. (NU) STANAG 6001, Edition 5, NATO Language Proficiency Levels, 15 December 2014	(NU) STANAG 6001, Edition 5, NATO Language Proficiency Levels, 15 December 2014	NU	Yes	Publicly available

- 1.6.5. Bidders are cautioned that The Bidders Library **includes data/information that cannot be disclosed or re-transferred outside BMD prospective Bidders**, and cannot be duplicated, used, disclosed, or re-transferred – in whole or in part – for any purpose other than for internal bidding purposes of the BMD prospective Bidders, unless otherwise expressly authorized by NCI Agency. The Bidders Library contains NU and NR documents that may be useful to understand and meet the requirements developed in the Bidding documents.
- 1.6.6. This Bidders' Library will be made available to bidders on a CD-ROM who respond with positive intent to bid and confirmation of request for subject Library. Bidders shall note that **issuance of these documents and materials is subject to the signature by the Bidder of the Non-Disclosure Undertaking in Annex D**
- 1.7. **Bidders Conference**
- 1.7.1. Bidders shall note that NCI Agency envisages NO Bidders Conference for this IFB .

SECTION 2. GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1. In addition to the definitions and acronyms set in Clause 1 of Part II of the prospective Contract and the definitions and acronyms set in the Clause entitled "Definitions" of the NCIO General Contract Provisions (Part III), the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:
- 2.1.1.1. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.1.1.2. "Compliance": strict conformity to the requirements and standards specified in this IFB and its attachments.
- 2.1.1.3. "Contractor": the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the prospective Contract.
- 2.1.1.4. "Firm of a Participating Country": an eligible firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of, a Participating Country.
- 2.1.1.5. "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, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES

2.1.1.6. “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II)

2.1.1.7. “IFB”: Invitation for Bid

2.2. Eligibility and Origin of Equipment and Services

2.2.1. As stated in paragraph 1.4.1 above, only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than 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 email address given below in Paragraph 2.3.2 below before 14 hours (Brussels Time) on **Thursday 01 September 2020** at which time and date bidding shall be closed.

2.3.2. Bidders are requested to submit their quotation electronically to the following email address:

Email: IFB-CO-15575-BMD@ncia.nato.int

2.3.3. The Quotation shall consist of three (3) separate subject emails:

2.3.3.1. For the first e-mail the subject line shall read: “IFB-CO-15575-BMD – Official Bid for [company name] – Part 1 - Administrative Envelope”. The e-mail content shall be as described in Paragraph 3.2.1(a) below, with no password protection to the file and shall be not larger than 20MB total.

2.3.3.2. For the second e-mail the subject line shall read: “IFB-CO-15575-BMD –Official Bid for [company name] – Part 2 - Price Quotation”. The e-mail content shall be as described in Paragraph 3.2.1(b) below, with no password protection to the file, and shall be not larger than 20MB total.

- 2.3.3.3. For the third e-mail the subject line shall read: "IFB-CO-15575-BMD – Official Bid for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.2.1(c) below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.
- 2.3.4. Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.
- 2.3.5. It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid Closing time and date. If a Bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence
- (a) Of the content of the Bid as originally submitted; and
 - (b) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling

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 only via the point of contact indicated in paragraph 2.5.1 below. Any request for extension shall be submitted by the Bidder no later than fourteen (14) days prior to the established Bid Closing Date.

2.5. Purchaser's Point of Contact

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

Mr. Martin Steenwege, Senior Contracting Officer
Acquisition
Tel: +32.2.707.83.35

E-mail: IFB-CO-15575-BMD@ncia.nato.int

2.6. Request for IFB Clarifications

- 2.6.1. Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to query and seek clarification of any matters of a Contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2. All questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at Annex E of this Book I. Such questions shall be forwarded to the points of contacts specified in paragraph 2.5.1 above and shall be received not later than twenty eight (28) calendar days prior to the stated Bid Closing Date. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification except as noted in 2.6.3 below.
- 2.6.3. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.4. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mean used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.6.4.
- 2.6.6. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidders identity.
- 2.6.7. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation and may be considered by the Purchaser as grounds for a determination of non-compliance.
- 2.6.8. Except as provided above, all questions will be answered by the Purchaser and the questions and answers will be issued in writing to all prospective Bidders.

- 2.6.9. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Amendment to the language of the IFB included in the answers shall be incorporated in the Bidders offer.
- 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 below.
- 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).

2.7. Requests for Waivers and Deviations

- 2.7.1. Requests for alterations to, waivers or deviations from the terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8. Amendment of the Invitation for Bid

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment may be accompanied by an acknowledgement of receipt which the Bidder shall complete and forward to the Purchaser. Alternatively the Purchaser may provide for an automatic reception notification mechanism within its electronic transmission (i.e. email receipt) . This process of IFB amendment issuance may be part of the clarification procedures set forth in paragraph 2.6 above or be an independent action on the part of the Purchaser.
- 2.8.2. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

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

2.9. Modification and Withdrawal of Bids

- 2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.
- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid.
- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in 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.

- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
- 2.10.4.2. refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. Bid Guarantee

- 2.11.1. The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder to the email address specified in section 2.5. In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Bid Administration Volume.
- 2.11.2. The Bidder shall furnish with his Bid a Guarantee in an amount equal to One Million Euros (€1,000,000) with a validity equal to that of the bid as expressed in paragraph 2.10.1. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCIA at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.
- 2.11.3. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date.
- 2.11.4. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such

Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

- 2.11.5. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.6. In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.
- 2.11.7. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
 - 2.11.7.1. 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 his Bid, or states that he does not consider his bid valid or agree to be bound by his bid, or
 - 2.11.7.2. The Bidder has submitted a compliant bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.
 - 2.11.7.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security or export control requirements of the Contract at the date of Contract signature,
 - 2.11.7.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.8. Bid Guarantees will be returned to Bidders as follows:
 - 2.11.8.1. to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned upon request forty-five (45) days after a final determination of non-compliance);
 - 2.11.8.2. to all other unsuccessful Bidders upon request within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.8.3. to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.

- 2.11.8.4. pursuant to paragraph 2.10.4.2 above.
- 2.11.9. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium,
- 2.11.10. A format substantially similar to the one set in Book I Annex C shall be used by the issuing financial institution to create a Standby Letter of Credit acceptable to the Purchaser.
- 2.12. Cancellation of Invitation for Bid**
- 2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.
- 2.13. Electronic Transmission of Information and Data**
- 2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.13.2. Bidders are cautioned that except for those cases in which electronic transmission of documentation is not permissible (i.e. documents with security classification mandating specific transmission methods) the Purchaser will rely exclusively on electronic mail communication 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 these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO 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, including but not limited to those addressing authority to install use, modify, or provide to others to use or modify in accordance with the terms of the Contract any software, item, documentation and/or material regardless of the nature or content to be produced as a result of the performance under the prospective Contract.
- 2.14.4. Supplemental agreement submitted after Contract Award shall not be considered and may constitute grounds for termination of the Contract in accordance with Clause 39 of the Contract General Provisions.
- 2.14.5. In addition, performance of this Contract will require the successful Bidder and, if necessary, its subcontractors to take over from the incumbent all export controlled information, including but not limited to information governed by US (ITAR), French and Italian export control regulations, and take responsibility for further use in line with the requirements of the Contract.

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. Also, in accordance with the prescription of this Section, Bidders shall clearly illustrate the technology/functionalities, processes and procedures being proposed and their level of maturity in relation to the requirements to be satisfied as expressed in the Statement Of Work (SOW).
- 3.1.3. Bidders are informed that the quality, completeness, thoroughness and clarity of the bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as 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/or bids containing conditional statements will be declared non-compliant.
- 3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.6. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.7. The level of classification of any documentation submitted as part of the Bid shall not be higher than "NATO RESTRICTED". In case of NATO RESTRICTED documents the Bidder will take into account the appropriate security measures and packaging.

3.2. Bid Package Content

3.2.1. The complete bid submission shall consist of three volumes as shown in the following table.

Volume	Format and Quantity Details
I: Bid Administration	<u>1 .ZIP File Submitted by Email, which includes:</u> <ul style="list-style-type: none"> 1 Scanned PDF file, with physical (non-digital) signatures. <p>➤ All of the required contents are detailed in Section 3.4.</p>
II: Price	<u>1 .ZIP File Submitted by Email, which includes:</u> <ul style="list-style-type: none"> 1 Excel file, using the Bidding Sheets template provided. 1 electronically signed PDF conversion of the Excel file <p>➤ All of the required contents are detailed in Section 3.5</p>
III: Technical	<u>1 .ZIP File Submitted by Email, which includes:</u> Technical Proposal, composed of following parts: <ul style="list-style-type: none"> Table of Contents (1 PDF file) Executive Summary (1 PDF file) Section 1: Engineering (1 PDF file) Section 2: Management (1 PDF file) Section 3: Supportability (PDF file) Section 4: Transition-in Period <p>➤ If necessary, the technical volume may be separated into more than one email while maintaining the structure of bullets described above.</p> <p>➤ All of the required technical contents are detailed in Section 3.6. Bidders shall note that all technical documents should be allocated and duplicated as appropriate to each individual sections 1 to 4.</p>
Bid Guarantee	<u>1 PDF File, Submitted by Email directly to the Purchaser as detailed under 2.5 and 2.11 above.</u>

3.2.2. All emails submitted shall be less than 20MB and without password protection

3.3. Package Marking

3.3.1. The proposal shall be sent via three separate e-mails to the Bid Delivery email address specified in paragraph 2.5 above. The e-mails shall have the following subject lines:

- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume I
- Bid Administration,

- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume II – Price,
- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume III – Technical, (*if necessary: email 1 of 2 / email 2 of 2*)

3.3.2. The Bid Guarantee shall be sent by email to the email address specified in paragraph 2.5 above. This email should clearly reference the company name and IFB number.

3.3.3. The individual electronic files sent by email shall have the following names:

3.3.3.1. Volume I:

- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume I – Bid Administration

3.3.3.2. Volume II:

- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume II – Price

3.3.3.3. Volume III:

- IFB-CO-14887-BRE1TA Official Bid for *Company Name*, Volume III – Technical, Part 1 – Table of Contents
- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume III – Technical, Part 2 – Executive Summary
- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume III – Technical, *Part 3 – Section 1: Engineering*
- *IFB-CO-15575-BMD Official Bid for Company Name, Volume III – Technical, Part 4 – Section 2: Management*
- *IFB-CO-15575-BMD Official Bid for Company Name, Volume III – Technical, Part 5 – Section 3: Supportability*
- *IFB-CO-15575-BMD Official Bid for Company Name, Volume III – Technical, Part 6 – Transition-in Period.*

3.3.4. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

3.4. Volume 1 – Bid Administration Package

- 3.4.1. Contents: One ZIP file submitted by email, containing one PDF file comprised of all of the required documentation stated in paragraphs 3.4.4.1 through 3.4.4.17 below; and one copy of the Bid Guarantee submitted directly to the Purchaser Treasury office.
- 3.4.2. As explained in section 2.11, the Bid Guarantee shall be sent directly to the Purchaser Treasury. Additionally, a copy of the Bid Guarantee shall be included in this volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.4.3. 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.
- 3.4.4. No indication disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription may result in the bid being declared non-compliant. 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 text of the certificates must not be altered in any way. The Certificates are as follows:
- 3.4.4.1. Annex B-1 (Certificate of Legal Name of Bidder)
- 3.4.4.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)
- 3.4.4.3. Annex B-3 (Certificate of Independent Determination)
- 3.4.4.4. Annex B-4 (Certificate of Bid Validity)
- 3.4.4.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges)
- 3.4.4.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions)
- 3.4.4.7. Annex B-7 (Disclosure of Requirements for NCIA Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
- 3.4.4.8. Annex B-8 (Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent) with a copy of the relevant quality certification attached to it.
- 3.4.4.9. Annex B-9 (List of Prospective SubContractors)

- 3.4.4.10. Annex B-10 (Bidder Background IPR)
- 3.4.4.11. Annex B-11 (List of SubContractor IPR)
- 3.4.4.12. Annex B-12 (List of Third Party IPR) and associated copies of license agreements for each Third Party
- 3.4.4.13. Annex B-13 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.4.4.14. Annex B-14 (List of Proposed Key Personnel)
- 3.4.4.15. Annex B-15 (Price Ceiling)
- 3.4.4.16. Annex B-16 Supply Chain Security Self-Attestation Statement
- 3.4.4.17. Annex B-16.bis Vendor Specific Requirements for Supply Chain Security
- 3.4.4.18. Annex B-17 Disclosure of Involvement of Former NCI Agency Employment
- 3.4.4.19. Annex B-17.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures
- 3.4.4.20. An Organizational Conflict Of Interest Avoidance Plan, as described below.
 - 3.4.4.20.1. Following Contract award, the Bidders team may be required to access NATO sensitive documents and provides input to overall BMD related requirements. The Bidder shall maintain technical and programmatic objectivity in the implementation of this effort, especially as it relates to other acquisition opportunities.
 - 3.4.4.20.2. It is therefore required for Bidders to submit as part of the Administrative Package an OCI (Organizational Conflict of Interest) Avoidance Plan that demonstrates how the Bidder prevents a future OCI in a situation where one of the companies of the Bidders team decides to pursue a NCI Agency development contract which includes BMD scope and where he had access to nonpublic information as part of its performance of a contract, which may provide the Bidder (or an affiliate) with an unfair competitive advantage in current or future procurements. The purpose of this OCI Avoidance Plan is to avoid, neutralize, or mitigate potential OCI issues that could result from the actions of individuals working under this contract and it shall define the restrictions imposed upon personnel and industry in order to avoid an OCI which could otherwise exclude industry from competing on future NCI Agency opportunities.

- 3.4.4.20.3. The submitted OCI Avoidance Plan shall describe the responsibilities and procedures that will be used by Bidder to identify and avoid or mitigate potential OCIs that may arise as a result of Bidder employees, subcontractors, and/or consultants providing support under this Contract. It shall provide the overall framework and approach for addressing conflicts, disclosure requirements, and avoidance of specific conflicts of interest. The objectives of this Plan are to ensure that neither Bidder nor its Subcontractors working on this Contract confer any unfair competitive advantage to the Bidder or its subcontractors, respectively.
- 3.4.4.20.4. The Plan shall describe how team members, at Contract award, shall handle sensitive information, be firewalled (or through other avoidance techniques) from their home company and prohibited from working on proposals for which they accessed NATO competition sensitive data. Bidder teammates shall disclose relevant data in future procurement actions initiated by the NCI Agency/NATO to which the successful Bidder of this IFB or teammates takes part as a bidder. The Plan shall also include regular training/updates of the OCI Avoidance Plan to all Bidder staff on the project.
- 3.4.4.20.5. The requirements of this Plan shall apply to the Bidder, its employees, as well as its Subcontractors who perform work on site at NCI Agency The Hague and at any tier supporting the Contract at Bidder or Subcontractor location(s).
- 3.4.4.20.6. Each Company, as well as each individual employee of such Company performing work under the Contract, has responsibility for the protection of proprietary and competition sensitive information as defined in Clause 24 of the Prospective Contract Special Provisions.
- 3.4.4.20.7. All Subcontractors shall be bound to the requirements of the submitted Plan or the Bidder shall require a separate OCI Avoidance Plan from any of its Subcontractors. In any case, the Bidder is responsible and manages the OCI requirements of his Plan for all its Subcontractors.
- 3.4.4.20.8. The Bidder shall note that a Personal NDA is provided as an Attachment to the Prospective Contract Special Provisions and places nondisclosure obligations on the employee, subcontractor, or consultant, at the individual level, and serves as a formal legal acknowledgment of such obligations. Any Contractor or teammate personnel not supporting the Contract will be denied access to Information as defined in Clause 24.8.2 of the Prospective Contract Special Provisions, that is not publicly released by NATO. In addition, upon completion or termination/removal from the Contract each employee, subcontractor, and consultant will sign a debrief form (Attachment to the Prospective Contract Special Provisions) acknowledging that they understand their obligations concerning the protection of information and other obligations under this Plan.

3.5. Volume 2 - Price Quotation

3.5.1. Introduction

3.5.1.1. The authorized scope for this project and consequently that of any Contract resulting from this IFB is that encompassed by the requirements illustrated in Contract CLINs 1 through 16.

3.5.1.2. Optional CLINs are subject to express authorization to be provided by the relevant NATO authorities. Therefore at the time of the signature of any Contract resulting from this IFB, no obligation for the parties will arise with respect to the performance and/or payments associated with tasks and deliverables which are made part of CLINs 6 to 13 and CLIN 16. The obligation of the parties with respect to the scope of these CLINs are subject to the authorization by the relevant authorities and the unilateral express exercise of the Options by the Purchaser.

3.5.2. Bidders should note Clause 11 of the Prospective Contract Special Provisions where a potential Performance Incentive can be earned for a maximum of 5% the Total Contract price for the total Contract duration. This Performance Incentive is however subject to prior authorization of NATO authorities, expected by the end of 2020. If no approval is granted, this Clause will be removed before Contract Award.

3.5.3. Package Contents

3.5.4. Contents: One ZIP file submitted by email, containing the completed Bidding Sheets provided with this IFB under Book I - Annex A-1 "Bidding Sheets" and, in annex, the complete set of sheets contained in the electronic file "IFB-CO-15575-BMD - Bidding instructions – Bidding sheets.xls" submitted as part of this IFB.

3.5.4.1.1. The documentation stated in paragraph 3.5.3 above must be submitted in one (1) version in **Excel**, and one (1) **electronically signed PDF** conversion of the Excel file.

3.5.4.1.2. Pricing Prescriptions

3.5.4.2. Annex A-2 to the present Book I illustrate the price bid requirements associated with the compilation of the Bidding Sheets. All prescriptions illustrated therein are to be regarded as mandatory. Failure to abide to such prescriptions may lead to the bid being declared non-compliant.

- 3.5.4.3. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in paragraph 3.5.2.1.1 above, in strict compliance with the prescriptions of specified in Annex A-2 (Instructions for Bidding Sheets preparation). 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.

3.6. Volume 3 - Technical Proposal Package

3.6.1. Executive Summary

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

- 3.6.1.2. This summary shall provide a general description of the major points contained in each of the required sections of the technical proposal and shall demonstrate the depth of the Bidder's understanding of the project, implementation environment and the problems and risks of project implementation. The Bidder shall highlight the strengths which it and its team bring to the project in terms of minimising the problems and reducing the risks, and the key points of the technical approach and solution that he believes deserves recognition under a Best Value evaluation scheme. This summary shall not exceed 10 pages.

3.6.2. Table of Contents

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

3.6.2.2. Technical Proposal Cross Reference – Traceability Matrix

For the preparation of the Technical Proposal that describes how the respective requirements will be met, the Bidder shall include a completed Technical Proposal Cross Reference – Traceability Matrix. The Bidder shall hereby confirm that it accepts and will perform the requirements described in the Statement of Work by completing and submitting the Cross Reference – Traceability Matrix as detailed in Annex G. The Bidder shall complete Column four (4) – Bid Reference – of the Table, citing the appropriate section of the Technical Proposal that corresponds to each row of the Matrix.

The completed Matrix serves as an index for the Purchaser's Technical Evaluation and also as an aid-memoire to the Bidder to ensure that all the required information has been provided in the submitted Technical Proposal

- 3.6.2.3. The following documents shall be part of the Technical Proposal package:
- Proposed Update to the Programme Master Test Plan (PMTP)
 - Proposed Update to the ITB Service Delivery Plan (SDP)
 - Proposed Update to the Integrated Logistics Support Plan (ILS Plan)
 - Sample of Training Materials
 - Draft Observation and Issue Management Plan (OIMP)
 - Draft Contractor Project Management Plan (CPMP)
 - Draft Project Work Breakdown Structure (PWBS)
 - Draft Project Master Schedule (PMS)
 - Draft Configuration Management Plan (CMP)
 - Draft Quality Assurance Plan (QAP)
 - Transition-In Plan (TiP)
 - Bidder Qualifications
 - Individual Qualifications and Experience
 - Basis of Estimate (unpriced version of Bidding Sheets)
- 3.6.3. Proposed Update to the PMTP
- 3.6.3.1. The Bidder has been provided with the existing PMTP, to update and maintain as described in section 5.2 of the SOW.
- 3.6.3.2. The bidder shall provide a proposal for how the PMTP should be updated, to reflect the bidder's intended method of test planning, and to align with:
- the Programme Verification Strategy (Reference H of the SOW),
 - the Verification Cross Reference Index (VCRI) and Matrix (VCRM) Point Paper (Reference PP of the SOW),
 - and the BMD Tranche-Based Capability Delivery Methodology Guide (Reference I of the SOW);
- 3.6.3.3. The proposed updates may be provided in any appropriate format (commented changes on existing PMTP, dedicated file in Word, Excel, pdf etc.).
- 3.6.4. Proposed Update to the ITB SDP

- 3.6.4.1. The Bidder has been provided with the existing ITB Service Delivery Plan, to update and maintain as described in section 5.4.1.2 of the SOW.
- 3.6.4.2. The bidder shall provide a proposal for how the ITB SDP should be updated, specifically to align with the proposed updates to the PMTP.
- 3.6.4.3. The proposed updates may be provided in any appropriate format (commented changes on existing SDP, dedicated file in Word, Excel, pdf etc.).
- 3.6.5. Proposed Update to the ILS Plan
 - 3.6.5.1. The Bidder has been provided with the existing Integrated Logistics Support Plan, to update and maintain as described in section 5.4.2.1 of the SOW.
 - 3.6.5.2. The bidder shall provide a proposal for how the ILSP should be updated, specifically to align with the proposed updates to the ITB SDP.
 - 3.6.5.3. The proposed updates may be provided in any appropriate format (commented changes on existing ILSP, dedicated file in Word, Excel, pdf etc.).
- 3.6.6. Sample of Training Materials
 - 3.6.6.1. In order to demonstrate Bidder's capability to support ITB training as described under SOW section 5.4.3.6, the Bidder shall provide sample training materials from other courses it has developed.
 - 3.6.6.2. The Bidder shall identify at least two such courses it has developed and delivered within the last three years.
- 3.6.7. Draft OIMP
 - 3.6.7.1. The Bidder shall provide a draft OIMP in accordance with the requirements for the OIMP as described in section 5.5 of the SOW.
 - 3.6.7.2. The draft shall include a description of the overall understanding of the requirements, the anticipated methodology and relevant stakeholders, tool use and metrics applied to accomplishing and monitor the tasks.
 - 3.6.7.3. The draft shall also include in the form of annexes or referenced files proposed examples of the requested reports in section 5.5.1, 5.5.2 and 5.5.3 of the SOW. The examples shall clearly and accurately identify how the reports can be tailored to the needs of stakeholders and Tranche gates and what KPIs are recommended (these examples will not be part of the final OIMP to be maintained during contract execution).
- 3.6.8. Draft CPMP

- 3.6.8.1. The Bidder shall provide a draft CPMP in accordance with the requirements for the CPMP as described in section 3.6.3 of the SOW.
- 3.6.8.2. The draft CPMP contains project management planning information so as to constitute a consistent and complete document that effectively permits the Purchaser to be able to assess the Bidder plans. The draft CPMP provides the Purchaser with insight into the Bidder's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in the SOW.
- 3.6.8.3. The draft CPMP shall clearly and accurately identify project scope, including major products and deliverables, assumptions and constraints.
- 3.6.8.4. The draft CPMP shall identify the Contractor's organisation with regards to all major Contractor units and any Sub-Contractors involved in meeting the requirements of the Contract, and the portion of the overall effort or deliverable item for which they are responsible.
- 3.6.8.5. The draft CPMP shall identify the organisation for the proposed Project Team that describes all the required roles of the team and reflects clear lines of responsibility, authority, and reporting to conduct and support the management and administration of operations.
- 3.6.8.6. The draft CPMP shall describe the Project management methodology and processes, including the phases of the project and their staffing, the project control mechanisms, risk and issue management and information management.
- 3.6.8.7. The Draft CPMP shall describe the relationship between the CPMP and subordinate plans such as Configuration Management Plan (CMP), Service Delivery Plan (SDP), Integrated Logistic Support Plan (ILSP), Quality Assurance Plan (QAP), Programme Master Test Plan (PMTP) and System Engineering Master Plan (SEMP).
- 3.6.8.8. The draft CPMP identifies any national export control regulations applicable to the scope of work, and describes processes to identify and implement agreements to have in place to ensure compliance with these regulations. Moreover, the Bidder shall describe how the Bidder intends to take over the management of the export control information from the incumbent Contractor and other Contractors with whom the Bidder has to interact in view of meeting the requirements of the prospective Contract.
- 3.6.9. Draft PWBS
- 3.6.9.1. The Bidder shall provide a draft PWBS in accordance with the requirements for the PWBS as described in section 3.6.4 of the SOW.

- 3.6.9.2. The PWBS shall define the major work packages and the relationship between the work packages, the associated CLINs and subCLINs, and the end products. In particular, the work packages shall clearly describe and illustrate work items proposed to satisfy the requirements of delivering the BMD Capability through Tranches identified in the SOW until 2029.
- 3.6.9.3. The PWBS shall distinguish activities per the main sections (3 to 6) of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
- 3.6.10. Draft PMS
- 3.6.10.1. The Bidder shall provide a draft PMS in accordance with the requirements for the PMS as described in section 3.6.5 of the SOW.
- 3.6.10.2. The draft PMS shall identify the major events and milestones per the sections 3 to 6 of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
- 3.6.10.3. The PMS shall correlate with the PWBS and depict the sequence, duration, and relationship among WPs of the PWBS, including QA and CM events.
- 3.6.10.4. The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.
- 3.6.11. Draft CMP
- 3.6.11.1. The Bidder shall provide a draft CMP as described in section 3.6.8 of the SOW.
- 3.6.12. Draft QAP
- 3.6.12.1. The Bidder shall provide a draft Quality Assurance (QA) Plan, as defined in section 3.6.7.3 of the SOW, describing Bidder QA processes to ensure control of the quality of the deliverables and services.
- 3.6.12.2. Draft QAP shall include a contract specific description of the Contractor's structure and identify those responsible for ensuring that the required activities are carried out.
- 3.6.12.3. Draft QAP shall describe the quality activities related to:
- planning process for the SE&I Contract product/service realization,

- identification, management, traceability, review and validation of requirements,
- design and development of products (in accordance with BMD Engineering Lifecycle approach described in SOW section 1.3).
- gate (milestone) reviews,
- identification and control of non-conforming products,
- continual improvement and corrective actions,
- internal audits.

3.6.13. Transition-In Plan

3.6.13.1. The Bidder shall describe into a Transition-in Plan (TiP) the detailed activities to be managed during the transition-in period in accordance with section 6 of the SOW and illustrate how these activities contribute to and guarantee a proper knowledge transfer.

3.6.13.2. The TiP shall provide a detailed and realistic schedule that will be implemented at the beginning of the Contract.

3.6.14. Bidder Qualifications

3.6.14.1. Corporate Experience

3.6.14.1.1. The Bidder shall detail his experience in the execution of similar SOW activities with particular emphasis on recent experience in developing, integrating, verifying and transitioning systems and any subsequent in-service support, to meet military or government requirements.

3.6.14.1.2. The Bidder shall describe the Bidder's expertise and experience in the delivery of system support and maintenance of a level equivalent to that required for the sustainment of the ITB. This shall include experience in system support and maintenance (infrastructure and service support processes) and warranty support and repair-and-replacement service for information systems.

3.6.14.1.3. The Bidder shall describe the Bidder's expertise and experience in Ballistic Missile Defense area.

3.6.14.1.4. The Bidder shall provide a description of the performed work and responsibilities as well as:

- a list with the systems
- the purchaser(s) of these systems
- the user(s) of these systems

- 3.6.14.1.5. The Bidder shall provide the same information required above for all SubContractors. The Subcontractors must demonstrate the same level of experience applicable to each of the critical activities for which they are proposed to deliver.
- 3.6.14.2. Corporate Capabilities
 - 3.6.14.2.1. The Bidder shall describe the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure.
 - 3.6.14.2.2. The Bidder shall indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer.
 - 3.6.14.2.3. The Bidder shall describe the corporate resources which are available to support the Project which are resident in the organisation of the Contractor but not directly under the authority of the Project Manager.
 - 3.6.14.2.4. The Bidder shall describe the process by which the Project Manager may have access to these "in-house" corporate resources and what level of authority is required in the Corporation hierarchy to secure the needed resources.
 - 3.6.14.2.5. The Bidder shall describe how any export control limitation will be managed in this Contract including all subContractors.
- 3.6.15. Individual Qualifications and Experience
 - 3.6.15.1. The Bidder shall provide the composition of the teams for each of the main sections of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
 - 3.6.15.2. The Bidder shall provide the resumes of the individuals designated as Key Personnel in Annex B-14, and provide the details of each labour category involved in the execution of the work.
 - 3.6.15.3. The resumes shall meet or exceed the experience and educational criteria stated in the SOW and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Bidder shall use the form provided in Annex F, and shall note that names shall not be indicated on the form.
 - 3.6.15.4. Resumes are not required for non-key personnel, however the Bidder shall demonstrate the required qualifications and experience commensurate with the description provided in SOW section 8.4.

- 3.6.15.5. The Bidder shall provide a traceability matrix between the Individual qualifications and experience and the requirements expressed in the SOW.
- 3.6.16. Basis of Estimate (unpriced)
- 3.6.16.1. The Bidder shall provide a Basis of Estimate (BOE) for each of the separately priced CLINs identified under the CLIN Summary. The BOE submitted shall be an **unpriced** version of the bidding sheets, and shall be consistent with the resources identified under the PWBS and PMS. The BOE shall not include unit labour rates, price totals, nor shall the pricing of other activities and the materials required under each item be priced. The purpose of the BOE is to enable the Purchaser to accurately validate the Technical Proposal —outside the price evaluation process— in terms of the proposed level of effort, labour mix, materials and other direct cost items proposed for each CLIN.
- 3.6.17. The Technical Proposal package shall not exceed 500 pages excluding the following items:
- Executive summary
 - Table of contents
 - Draft Project Master Schedule (PMS)
 - Draft Project Work Breakdown Structure (PWBS)
 - Sample of Training Materials
 - Individual Qualifications and Experience
 - Basis of Estimate (unpriced)
- 3.6.18. “Arial” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

SECTION 4. BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this Invitation for Bid.
- 4.1.2. All bids will be evaluated solely using the formula, evaluation criteria and factors contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3. The evaluation of bids and the determination as to the Best Value Score will be based only on that information provided by the Bidder and contained in his Bid. The Purchaser shall not be responsible for locating or securing any information that is not clearly and unequivocally provided and identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in SECTION 3 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 his approach and methodologies.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide 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 his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the Bid regarding technical matters and shall not make any change to his price quotation at any time.
- 4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed Subcontractors.

- 4.1.7. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4-D/2261-ADD2 (1996 Edition), AC/4-D(2008)0002-REV1 and AC/4-D(2008)0002- REV2, "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology". The bid evaluation methodology to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the NATO Infrastructure Committee.

4.2. Best Value Award Approach and Bid Evaluation Factors

- 4.2.1. Subject to final authorization to be granted by the relevant NATO authorities, 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 pursuant with the requirements of this IFB and in accordance with the evaluation method specified in this SECTION 4 .

- 4.2.2. The overall Best Value (BV) score for each compliant Bidder will be derived using the calculated values for weighted Technical Quality Score (Tw) and weighted Price Score (Pw) as:

$$\text{Best Value Score} = \text{Tw} + \text{Pw}$$

- 4.2.3. The maximum possible Best Value Score is 100; the minimum possible is zero. The Bid with the highest Best Value Score will be recommended to be the Apparent Successful Bidder.

- 4.2.4. Evaluation Criteria.

- 4.2.4.1. The ratio of the importance of Technical Factors to Price for the evaluation of bids is 60% Technical and 40% Price.

- 4.2.4.2. Weighted Price Score (Pw)

- 4.2.4.2.1. The weighted Price Score (Pw) is evaluated by the following formula:

$$\text{Pw} = 100 \times [1 - (\text{Price of the Bid} / (2 \times \text{Average Price of all bids}))] \times 0.4$$

where 0.4 is the weighted Price factor (40%).

- 4.2.4.3. Weighted Technical Quality Score (Tw)

- 4.2.4.3.1. The weighted Technical Quality Score (Tw) of the bid will be determined by evaluating and scoring three different areas of submission: Engineering (%E = 25%), Supportability (%S = 25%) and Management (%M = 10%) in accordance with the prescriptions of the paragraphs below.

4.2.4.3.2. The weighted Technical Score is evaluated by the following formula:

$$Tw = 60 \times (0.415 \times E + 0.415 \times S + 0.17 \times M) = 25 \times E + 25 \times S + 10 \times M$$

4.2.4.3.3. Engineering (E) criteria

4.2.4.3.3.1 25% weight, based on the following sub-criteria which appear in descending order of importance:

4.2.4.3.3.2 Qualifications and experience of proposed personnel for the Engineering Lead, Senior System Architect and two Senior System Engineers referenced in SOW section 8.3.

4.2.4.3.3.3 Realistic Manpower and Effort Assessment for the activities related to Integration, Testing and Transition of NATO BMC3I Systems to Operation as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.

4.2.4.3.3.4 Understanding of Validation, Verification & Service Transition as provided by the Bidder in the draft PWBS, the draft PMS and the proposed update to the PMTP.

4.2.4.3.3.5 Understanding and application of toolset usage as provided by the Bidder in the draft OIMP, the draft PWBS, the draft PMS, and the proposed update to the PMTP.

4.2.4.3.4. Supportability (S) criteria

4.2.4.3.4.1 25% weight, based on the following sub-criteria which are listed in descending order of importance:

4.2.4.3.4.2 Demonstrated Ability to operate a Test Bed and integrate remote and local systems as provided by the Bidder in the proposed update to the ITB Service Delivery Plan (SDP) and the proposed update to the Integrated Logistics Support Plan (ILS Plan).

4.2.4.3.4.3 Qualifications and experience of proposed personnel for ITB Lab Manager and V&V Issue Manager as per SOW section 8.3.

4.2.4.3.4.4 Realistic Manpower and Effort Assessment for the operation and support of the ITB as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.

4.2.4.3.4.5 Suitability of the Issue & Observation Management approach as described by the Bidder in the draft OIMP.

4.2.4.3.4.6 Quality of the engineering approach of the proposed update to the Programme Master Test Plan as provided by the Bidder.

- 4.2.4.3.4.7 Quality of the approach related to the ITB lab maintenance as provided by the Bidder in the proposed update to the ITB Service Delivery Plan (SDP) and the proposed update to the Integrated Logistics Support Plan (ILS Plan).
- 4.2.4.3.4.8 Quality of the legibility and understandability of the example training materials as provided by the Bidder (noting that the examples provided may not necessarily be related to the ITB).
- 4.2.4.3.5. Management (M) criteria
 - 4.2.4.3.5.1 10% weight, based on the following sub-criteria which are listed in descending order of importance:
 - 4.2.4.3.5.2 Realistic Manpower and Effort Assessment related to the project management activities and the support to the BMD Programme Management activities (including Quality Assurance and Configuration Management) as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.
 - 4.2.4.3.5.3 Qualifications and experience of the proposed personnel for the Project Management Team (including Quality Assurance and Configuration Management).
 - 4.2.4.3.5.4 Suitability of the project planning as provided by the Bidder in the draft CPMP, the draft PMS and the draft WBS.
 - 4.2.4.3.5.5 Suitability of Configuration Management, Risk Management, Quality Assurance approaches as provided by the Bidder in the draft CPMP, the draft QAP and the draft CMP.
 - 4.2.4.3.5.6 Bidder Qualifications based on corporate experience (including BMD area) and corporate structure and demonstrated capabilities in effective Subcontractor management, including Export Control management, as provided by the Bidder in the draft CPMP.
- 4.2.5. The scores obtained on these criteria shall be aggregated through the formula specified in paragraph 4.2.2 in order to obtain the overall score of each bid.
- 4.2.6. 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.

- 4.2.7. Transition-in period evaluation
 - 4.2.7.1. The Transition-in Period will not be evaluated under Best Value but instead evaluated for compliancy only (fail or pass) and is thus not part of the Technical Quality Score.
 - 4.2.7.2. The suitability, completeness and realism of the Transition-in Plan (TiP), the draft PWBS, the draft PMS and the unpriced BOE will be evaluated to ensure the business continuity of the BMD Programme.
 - 4.2.7.3. As a compliancy check, the Contractor shall demonstrate its ability:
 - 4.2.7.3.1. To manage the project activities, including configuration management, quality management, lessons learned and export control regulations;
 - 4.2.7.3.2. To monitor transition period and conduct quality assurance & control activities to verify that they are executed in accordance with plans and processes;
 - 4.2.7.3.3. To support the BMD Programme in term of Risk Management, Configuration Management and Quality Management.
 - 4.2.7.3.4. To update Target and Transition Architectures with their corresponding architecture views, system and interface requirements¹ in accordance with the CM process using the available tools;
 - 4.2.7.3.5. To execute impact assessments of changes at Architecture, requirements or interface level and provide recommendations for implementation;
 - 4.2.7.3.6. To verify status of the architecture in the VCRI/VCRM;
 - 4.2.7.3.7. To use the ITB Open Framework Services;
 - 4.2.7.3.8. To set up distributed test architecture;
 - 4.2.7.3.9. To connect National Representations to the ITB;
 - 4.2.7.3.10. To develop test plans and test cases;
 - 4.2.7.3.11. To prepare and conduct verification test events;
 - 4.2.7.3.12. To conduct the existing Observation and Issue Management process;
 - 4.2.7.3.13. To use Data Warehouse and Observation and Issue Data Base.

¹ This is captured in the Architecture Definition Document (ADD), Architecture Requirement Specifications (ARS) per implementation project and the Interface Description Document (IDD) and the corresponding Interface Control Documents (ICD)”

4.3. Evaluation Procedure

4.3.1. The evaluation will be done in a 4 steps 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 shall 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 Proposal Packages evaluated for responsiveness against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.4 above), 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 under paragraph 4.2.4 may be determined by the Purchaser to be non-compliant and not further considered for award.

4.3.1.2.4. The Transition-in Period will not be evaluated under Best Value but instead evaluated for compliancy only (fail or pass). Bids not meeting all of the mandatory requirements shall be determined to be non-compliant and not further considered for award.

4.3.1.3. Step 3: Price Evaluation

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

4.3.1.4. Step 4: Determination of Best Value Bid

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

4.4. Evaluation Step 1 - Administrative Compliance

4.4.1. Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be

scored in accordance with Best Value procedures but is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

- 4.4.1.1. The Bid was received by the Bid Closing Date and Time,
- 4.4.1.2. The Bid is marked properly.
- 4.4.1.3. The Bid Administration Package shall include the Bid Guarantee required by paragraph 2.11 of the Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal.
- 4.4.1.4. The Bid Guarantee shall be sent by email to the email address specified in paragraph 2.5 above. This email should clearly reference the company name and IFB number.
- 4.4.1.5. The Bid Administration Package contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1 above.
- 4.4.1.6. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
- 4.4.1.7. **Receipt of an unreadable electronic bid.** If a bid received at the Purchaser's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Contracting Officer shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
 - 4.4.1.7.1. Of the content of the bid as originally submitted; and,
 - 4.4.1.7.2. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.4.1.8. The Bidder disclosed Background and Third Party Intellectual Property and the terms of release or usage of these do not conflict with the stipulations of Clauses 22 of the Prospective Contract Special Provisions and Clause 30 of the Prospective Contract General Provisions or any other term or condition of the Prospective Contract.

- 4.4.1.9. The Bidder certified through the Certificate of Price Ceiling in Annex B-15 that the total price offered in the price quotation for CLINs 1 to 15, or its conversion in 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 4.6.1.2, of 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 the price ceiling specified in paragraph 4.6.1.2. For quotation 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:
- 4.4.1.9.1. When the reference exchange rate used by the Purchaser for Price evaluation purposes as described in 4.6.3.1² has been subject to a fluctuation compared to the exchange rate indicated in the Certificate of Price Ceiling in Annex B-15 and
- 4.4.1.9.2. It has an impact on the converted offered price compared to the Price Ceiling.
- 4.4.1.10. Evaluation of Organizational Conflict of Interest (OCI) Avoidance Plan
- 4.4.1.10.1. Should the Purchaser deem that the Bidder's OCI Avoidance Plan adequately addresses the concerns relevant to this conflict of interest as described in , it will make such plan part of any awarded Contract and subject to the stipulation of Clause 24 of the prospective Contract Special Provisions. If not, this could lead to grounds for exclusion or non-compliance of the successful Bidder of this IFB or its subcontractor teammate's bids in current or future NATO procurement actions.
- 4.4.2. Subject to the stipulation of paragraph 4.4.1.1 thru 9, 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.
- 4.4.3. Notwithstanding paragraph 4.4.2, 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

² 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.

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 (except the Transition-in Period, see paragraph 4.5.5) will be evaluated against the criteria and subcriteria set forth in paragraph 4.2 above. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published here but are predetermined and included in the Technical Evaluation Weighting Scheme sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the Technical Proposal evaluation and rating.
- 4.5.2. Engineering
 - 4.5.2.1.1. Proposed Update to the PMTP
 - 4.5.2.1.2. The Purchaser will evaluate the quality and appropriateness of the proposed updates to the PMTP, in particular with regards to the proposed approach and tool use for Verification, Validation & Service Transition and alignment with PVS and tranche-related testing.
 - 4.5.2.1.3. The Purchaser will evaluate the ability to successfully plan and execute test events and analyse test results.
 - 4.5.2.1.4. The Purchaser will evaluate Bidder's understanding of the technical aspects of the integration and tests activities, and the flexibility and innovative aspects of its approach.
 - 4.5.2.1.5. Draft OIMP
 - 4.5.2.1.6. The Purchaser will evaluate the quality and appropriateness of the draft OIMP, in particular with regards to understanding and application of the OIDB.
 - 4.5.2.1.7. Draft PWBS
 - 4.5.2.1.8. The Purchaser will evaluate the completeness and the feasibility of the work packages of the draft PWBS with regards to the verification, validation and transition approach and OIDB related activities, the appropriateness of the work packages description and decomposition.
 - 4.5.2.1.9. Draft PMS
 - 4.5.2.1.10. The Purchaser will evaluate the completeness and the feasibility of the various the verification, validation and transition tasks, events and milestones, in particular with respect to the consistency of tasks duration and sequence.

- 4.5.2.1.11. The draft PMS shall indicate coherent and effective sequencing of tasks and milestones with the tranche delivery milestones.
- 4.5.2.1.12. Individual Qualifications and Experience
- 4.5.2.1.13. The Purchaser will evaluate the Individual Qualifications and Experience based on the expertise and competencies of the proposed personnel for the Engineering Lead, Senior System Architect and two Senior System Engineer positions referenced in SOW section 8.3.
- 4.5.2.1.14. BOE (unpriced)
- 4.5.2.1.15. The Purchaser will evaluate the realism and appropriateness of the BOE with regards to the scope identified under the SOW, in particular Validation, Verification & Service Transition and OIDB related activities. The BOE indicates appropriate and sufficient support for activities and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.
- 4.5.3. Supportability
 - 4.5.3.1.1. Proposed Update to the PMTP
 - 4.5.3.1.2. The Purchaser will consider the suitability of the methodology and processes for ITB lab test event support, the utility of the proposed support tools and their integration in the global SE approach.
 - 4.5.3.1.3. Draft OIMP
 - 4.5.3.1.4. The Purchaser will evaluate the quality and appropriateness of the draft OIMP, in particular with regards to understanding and application of the BMD Observation and Issue Management Process, the relevant stakeholders, traceability of issues to capability requirements and the quality of the proposed example of reports.
 - 4.5.3.1.5. Draft PWBS
 - 4.5.3.1.6. The Purchaser will evaluate the completeness and the feasibility of the work packages of the draft PWBS with regards to Test Bed operations and maintenance, integration of remote and local systems and Observation and Issue Management, the appropriateness of the associated work packages description and decomposition.
 - 4.5.3.1.7. Draft PMS
 - 4.5.3.1.8. The Purchaser will evaluate the completeness and the feasibility of the Test Bed operations and maintenance, integration of remote and local systems and Observation and Issue Management tasks, events and

milestones, in particular with respect to the consistency of tasks duration and sequence.

- 4.5.3.1.9. Proposed Update to the ITB Service Delivery Plan
- 4.5.3.1.10. The Purchaser will evaluate the effectiveness and completeness of the proposed updates to the ITB Service Delivery Plan.
- 4.5.3.1.11. The Purchaser will evaluate the adequacy of the Bidder's approach, method, and resources proposed to ensure continued availability of the ITB services in accordance with the requested service availability level.
- 4.5.3.1.12. Proposed Update to the Integrated Logistics Support Plan
- 4.5.3.1.13. The Purchaser will evaluate the effectiveness and completeness of the updates to the ILSP.
- 4.5.3.1.14. The Purchaser will evaluate the adequacy of the Bidder's support processes, tools and resources proposed to ensure continued availability of the ITB services. In particular, the proposed updates to the ILSP will be evaluated regarding the effectiveness and feasibility with respect to business continuity and disaster recovery.
- 4.5.3.1.15. Sample of Training Materials
 - 4.5.3.1.15.1 The Purchaser will evaluate the quality of the legibility and understandability of the example training materials (noting that the examples provided may not necessarily be related to the BMD Integrated Test Bed).
- 4.5.3.1.16. Individual Qualifications and Experience
- 4.5.3.1.17. The Purchaser will evaluate the Individual Qualifications and Experience based on the expertise and competencies of the proposed personnel for the ITB Lab Manager and V&V Issue Manager positions referenced in SOW section 8.3.
- 4.5.3.1.18. BOE (unpriced)
- 4.5.3.1.19. The Purchaser will evaluate the realism and appropriateness of the BOE with regards to the Test Bed operations and maintenance, integration of remote and local systems and Observation and Issue Management scope identified under the SOW. The BOE indicates appropriate and sufficient support for activities and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.
- 4.5.4. Management

4.5.4.1. Draft CPMP

4.5.4.1.1. The Purchaser will evaluate the quality, adequacy and effectiveness of the draft CPMP with respect to the Bidder's ability to plan and execute the entire project in conformance with the requirements as specified in the SOW.

4.5.4.1.2. The Purchaser will consider the suitability of the project management methodology and processes, in particular regarding Risk Management, Configuration Management and Quality Assurance approaches.

4.5.4.1.3. The Bidder shall demonstrate its ability in terms of subcontractor management, and its understanding of the export control regulations and management.

4.5.4.2. Draft PWBS

4.5.4.2.1. The Purchaser will evaluate the completeness and the feasibility of the work packages of the draft PWBS with regards to Management activities (including Quality Assurance and Configuration Management), the appropriateness of the associated work packages decomposition, and the level of understanding of the individual Management work packages description.

4.5.4.3. Draft PMS

4.5.4.3.1. The Purchaser will evaluate the completeness and the feasibility of the various Management (including Quality Assurance and Configuration Management) tasks, events and milestones, in particular with respect to the consistency of tasks duration and sequence.

4.5.4.3.2. The draft PMS shall indicate coherent and effective sequencing of Management tasks and milestones.

4.5.4.3.3. The draft PMS shall demonstrate that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete timely the development and implementation activities under this Contract.

4.5.4.4. Draft CMP

4.5.4.4.1. The Purchaser will evaluate the quality and adequacy of the draft CMP regarding overall Project Configuration Management aspect.

4.5.4.5. Draft QAP

- 4.5.4.5.1. The Purchaser will evaluate the quality and adequacy of the draft QA plan with respect to its ability to ensure Quality Assurance throughout the period of performance of the Contract.
- 4.5.4.5.2. The draft QAP shall be consistent and in line with other contractual plans (CPMP, CMP, PMTP, etc.) and documents (like PWBS) which are related to assurance of process and product conformance.
- 4.5.4.6. Individual Qualifications and Experience
 - 4.5.4.6.1. The Purchaser will evaluate the Individual Qualifications and Experience based on the completeness and appropriateness of the proposed team members with regards to the Management requirements expressed in the SOW section 8.2.
 - 4.5.4.6.2. The Contractor Management Team shall provide a breadth and depth of expertise in Project Management (PRINCE 2 or similar), Configuration Management and Quality Management.
- 4.5.4.7. BOE (unpriced)
 - 4.5.4.7.1. The Purchaser will evaluate the realism and appropriateness of the BOE with regards to the Management scope identified in section 3 of the SOW.
 - 4.5.4.7.2. The BOE shall indicate appropriate and sufficient support for Management activities, including Configuration Management, Quality Management and risk management.
 - 4.5.4.7.3. The BOE shall demonstrate that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.
- 4.5.4.8. Bidder Qualifications
 - 4.5.4.8.1. The Purchaser will evaluate the Bidder qualifications based on an assessment of corporate experience and the corporate structure and capabilities with regards to requirements described in the SOW.
 - 4.5.4.8.2. The Bid shall provide evidence of relevant and recent experience of the Bidder in the management and execution of similar procurement.
 - 4.5.4.8.3. The Bid shall provide evidence of relevant experience in BMD area.
 - 4.5.4.8.4. The Bid shall provide evidence of appropriate corporate capabilities of the Bidder, including:
 - 4.5.4.8.4.1 Adequate and appropriate corporate structure to administer the Project and corporate resources available to support the Project;

4.5.4.8.4.2 Adequate and appropriate corporate items/assets, services and expertise available to support the Project;

4.5.4.8.4.3 Relevant and successful experience and expertise in export control.

4.5.5. Transition-in Period Activities

The Transition-in Period will not be evaluated under Best Value but instead evaluated for compliancy only (fail or pass).

4.5.5.1. The Purchaser will evaluate the compliancy for quality, completeness and realism of the TiP with respect to the requirements described in section 6 of the SOW.

4.5.5.2. The Purchaser will evaluate the compliancy for completeness of the work packages and the level of understanding of the individual work packages description of the draft PWBS with regards to Transition-in activities.

4.5.5.3. The Purchaser will evaluate the compliancy for completeness and the realism of the PMS related to the various Transition-in tasks, events and milestones, in particular with respect to the consistency of tasks duration and sequence.

4.5.5.4. The Purchaser will evaluate the compliancy for realism and appropriateness of the unpriced BOE with regards to the Transition-in scope. The BOE shall indicate appropriate and sufficient support for Transition activities as described in section 6 of the SOW. The BOE shall demonstrate that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.

4.6. Evaluation Step 3 - Price Evaluation

4.6.1. The Bidder's Price Quotation will initially be 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 Annex A-2.

4.6.1.2. In particular, the Bidders shall note that the total cumulative amount of the below listed CLINs SHALL NOT exceed € 73,931,321.25:

CLINs 1 to 5, 14 and 15: Basic Contract
CLINs 6 to 13 : Contract Options

CLIN 16 constitutes unevaluated Contract Options and is therefore not part of the Bid Ceiling Price.

- 4.6.1.3. The Price Quotation meets the pricing prescriptions as well as the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A-2.
- 4.6.1.4. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- 4.6.1.5. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.6.5.
- 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. For quotation submitted in other than EURO currency, for the purposes of price comparison, the Purchaser will proceed as follows: The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date. Purchaser's inserted Not to Exceed (NTE) CLIN amounts (pre-set in Euros – See Annex A-2 paragraph 5.3.2) will be added to the converted Bid Price to obtain the Total Bid Price
- 4.6.3.2. The Bid Price to be inserted into the formula specified at paragraph 4.2.4.1 will be the Grand Total of the Schedule of Supplies and Services calculated as follows:
- Total cumulative amount derived from the sum of the Total Prices offered for CLINs 1 to 5, 14 and 15
 - Total cumulative amount derived from the sum of Prices offered for the Total Price of the predetermined optional CLINs 6 to 13
- 4.6.4. Bidding Sheets Accuracy – Order of Precedence
- 4.6.4.1. Bidders are responsible for the accuracy of the price quotation provided. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the clarification procedure described at paragraph 4.1.5, for the purpose of determining the bid price subject to evaluation as per paragraph 4.6.3.2 hence computable in the Best Value bid via the application of the formula at paragraph 4.2.4.1 the following descending order of precedence will be applied:

- 4.6.4.2. - Totals and Grand Total for CLINs 1 through 15 as shown in the Bidding Sheet CLINs Summary Page.
- Calculated Totals and Grand Total of CLINs 1 through 15 deriving from the total indicated on each CLIN Bidding Sheet.
- 4.6.5. Price Balance and Realism
- 4.6.5.1. In those cases in which the prices quoted in relation with this Invitation for Bid appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.
- 4.6.5.2. Indicators of an unrealistically low Bid may be the following, amongst others:
- 4.6.5.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.
- 4.6.5.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.6.5.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.5.2.4. Bid price is less than two-thirds of the average of the remaining compliant bids.
- 4.6.5.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following bases:
- 4.6.5.3.1. An error was made in the preparation of the price quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- 4.6.5.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly

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

- 4.6.5.3.3. The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement shall be signed and made by the head of the business unit submitting the Bid and will normally be confirmed at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.5.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.6.5.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.6.5.5. If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.6.5.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.6.5.3.3 above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.5.6. If the Bidder presents a convincing rationale pursuant to paragraph 4.6.5.3.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.
- 4.6.5.7. The Agency reserves the right to request Contractors, or the subcontractor to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as: 1) catalogue price lists and any applicable discounts, 2) copies of the subcontractor's orders from others for the same or similar items, including explanations for cost variations, 3) subcontractor's internal cost estimate, or documentation of whatever means the subcontractor used to arrive at the charge.

- 4.6.6. Once the offered prices have been calculated and checked, the formula set forth in paragraph 4.2.4.1 above will be applied to derive the Price Score of each bid.

4.7. Evaluation Step 4 – Calculation of Best Value Scores

- 4.7.1. Upon conclusion and approval of the Price Evaluation results, the pre-determined weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.2 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. In the unlikely event in which the calculation referred in paragraph 4.7.1 results in a statistical tie, the Purchaser will award the contract to the bid with the highest weighted technical score.

Annex A Bidding Sheets Package

Bidding Sheets

See separate file Book I Annexes

**Annex A-1. Instructions for the Preparation of Bidding
Sheets**

See separate file Book I Annexes

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

See separate file Book I Annexes

Annex B-2. Acknowledgement of Receipt of IFB Amendments

See separate file Book I Annexes

Annex B-3. Certificate of Independent Determination

See separate file Book I Annexes

Annex B-4. Certificate of Bid Validity

See separate file Book I Annexes

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

See separate file Book I Annexes

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

See separate file Book I Annexes

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

See separate file Book I Annexes

**Annex B-8. Certificate of Compliance AQAP or ISO
9001:2015 or Equivalent**

See separate file Book I Annexes

Annex B-9. List of Prospective SubContractors

See separate file Book I Annexes

Annex B-10. Bidder Background IPR

See separate file Book I Annexes

Annex B-11. List of SubContractor IPR

See separate file Book I Annexes

Annex B-12. List of Third Party IPR

See separate file Book I Annexes

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

See separate file Book I Annexes

Annex B-14. List of Proposed Key Personnel

See separate file Book I Annexes

Annex B-15. Price Ceiling

See separate file Book I Annexes

Annex B-16. Supply Chain Security Self-Attestation Statement

See separate file Book I Annexes

**Annex B-16.bis Vendor Specific Requirements for
Supply Chain Security**
See separate file Book I Annexes

**Annex B-17. Annex B-17 Disclosure of Involvement of
Former NCI Agency Employment**
See separate file Book I Annexes

Annex B-17.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

See separate file Book I Annexes

Annex C Bid Guarantee - Standby Letter of Credit
See separate file Book I Annexes

Annex D IFB-CO-15575-BMD Non-Disclosure Undertaking
See separate file Book I Annexes

Annex E Clarification Requests Form
See separate file Book I Annexes

Annex F IFB-CO-15575-BMD CV Template

See separate file Book I Annexes

Annex G Cross Reference - Traceability Matrix
See separate file Book I Annexes

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.</p> <p>All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.</p> <p>Bidders are REQUIRED to complete the following tabs:</p> <ul style="list-style-type: none"> - "Offer Summary", - "CLIN Summary", - "Labour", - "Material", - "ODC", - "Rates". <p>Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.</p> <p>The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.</p> <p>Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.</p> <p>Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretion, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for ALL values, formulas and calculations within the bidding sheets that are submitted to the Agency.</p> <p>Bids in MULTIPLE CURRENCIES should follow the following instructions:</p> <ul style="list-style-type: none"> - For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency. - For the "CLIN Summary" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid. - For the Detailed tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid. Bidders shall quote in other than their own national currency provided that proof can be provided to the extent that the Bidder is expected to incur in costs in those currencies (i.e. sub-contracts stipulated with firms from NATO countries other than the bidder's). In such cases Bidders may quote in multiple currencies as applicable. <p>Bidders are not to change the NTE prices for the Purchaser Directed Travel CLINS</p>

Bidding Sheets Instructions

DETAILED TABs	DESCRIPTION
MATERIAL LABOUR TRAVEL ODCs	<p>The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</p> <p>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.</p>
RATES	<p>As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may chose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid. All Bidders are expected to provide fully burdened froward pricing rates for all labour categories on and off site.</p>
COTS SW Data Sheet	<p>Bidders shall complete and submit a COTS Data Sheet per COTS Software product to be provided under the Contract. There must be as many Data Sheets as software products are listed in Section 5 of the Bidding Sheets.</p> <p>In order to fill these sheets, Bidders shall follow the instructions provided at the end of the COTS Data Sheet standard form provided in Section 7 of the Bidding Sheets ("COTS Data Sheet" tab).</p> <p>Bidder's attention is drawn to the fact that the Purchaser reserves the right to provide Commercial-Off-The-Shelf (COTS) hardware and software products as Purchaser Furnished Equipment, should it be possible for the Purchaser to get better prices through existing Enterprise Agreements or Basic Ordering Agreements. This right would be exercised by the Purchaser before contract award or during the course of the performance of the contract and after verification of prices through the stated arrangements.</p>

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		Euro (EUR)
Grand Total Firm fixed Price - Base Contract		€ 447.500
Grand Total Firm fixed Price - Base Contract + Evaluated Options		€ 807.500
Grand Total Firm fixed Price - Base Contract + Evaluated Options + Unevaluated Option		€ 807.500
CLIN 1	Management - 4 YEARS (Years 1 to 4)	
CLIN 2	Systems Engineering Augmentation- 4 YEARS (Years 1 to 4)	
CLIN 3	Integration, Tests and Transition- 4 YEARS (Years 1 to 4)	
CLIN 4	Test Events under TASK ORDERS - (Years 1 to 4) - NOT TO EXCEED	
CLIN 5	Purchaser directed Travel Costs - 4 YEARS (Not To Exceed)	€ 400.000
CLIN 14	Transition-In Period	€ 47.500
CLIN 15	Transition-out	
Total Firm Fixed Price Base Contract		€ 447.500
CLIN 6	Management - OPTION 1 - 2 YEARS (Years 5 to 6)	
CLIN 7	Integration, Tests and Transition- OPTION 1 - 2 YEARS (Years 5 to 6)	
CLIN 8	Test Events under TASK ORDERS - OPTION 1 - (Years 5 to 6) NOT TO EXCEED	
CLIN 9	Purchaser directed Travel Costs - OPTION 1 - 2 YEARS (Years 5 to 6) (Not To Exceed)	€ 180.000
CLIN 10	Management - OPTION 2 - 2 YEARS (Years 7 to 8)	
CLIN 11	Integration, Tests (I&T) and Transition- OPTION 2 - 2 YEARS (Years 7 to 8)	
CLIN 12	Test Events under TASK ORDERS - OPTION 2 - (Years 7 to 8) NOT TO EXCEED	
CLIN 13	Purchaser directed Travel Costs - 2 YEARS (Years 7 to 8) (Not To Exceed)	€ 180.000
Total Firm Fixed Price Evaluated Options		€ 360.000
CLIN 16	Optional Test Events	
Total Firm Fixed Price Unevaluated Option		-

For multiple currencies, duplicate the "Firm Fixed Price" column for each currency

Offer Summary Instructions:

Bidders are to populate all **yellow cells**. Firm fixed prices need to be provided for every CLIN, with no omissions.

Note that any formulas existing in the cells are provided only to assist the bidder, and ultimately all calculations are the bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The Total sum firm fixed price column in this "Offer Summary" sheet should equal the grand total from the "CLIN Summary" tab. These totals are also required to be traceable to the totals from the details tabs (Labour+Material+Travel+ODCs)= Grand Total= CLIN Summary Tab.

Example for multiple currencies:

CLIN		For multiple currencies, duplicate the "firm fixed price" colum for each currency		
Number	CLIN DESCRIPTION	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Currency		Euro (EUR)	US Dollar (USD)	UK Pound sterling (GBP)
CLIN 1	Insert Base Contract CLIN Description here			
CLIN 2	Insert Base Contract CLIN Description here			
CLIN 3	Insert Base Contract CLIN Description here			
CLIN 4	Insert Base Contract CLIN Description here			
CLIN 5	Insert Base Contract CLIN Description here			
CLIN 6	Insert Base Contract CLIN Description here			
CLIN 7	Insert Base Contract CLIN Description here			
CLIN 8	Insert Base Contract CLIN Description here			

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration									
CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
1	Management - 4 YEARS (Years 1 to 4)	See below	See below	See below	See below	See below	See below	See below	
1.1	Project Planning								
1.1.1	Contractor Project Management Plan (CPMP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3	Ea	1	NSP	NSP
1.1.2	Quality Assurance Plan (QAP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.6.4 3.6.7.3	Ea	1	NSP	NSP
1.1.3	Configuration Management Plan (CMP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.7.5 3.6.8.2	Ea	1	NSP	NSP
1.1.4	Project Work Breakdown Structure (PWBS)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.6.7 3.6.4	Ea	1	NSP	NSP
1.1.5	Project Master Schedule (PMS)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.5	Ea	1	NSP	NSP
1.2	Monitoring and Control								
1.2.1	Lesson Learned Log	Electronic	PSD (updated as required)	BMD Portal	3.6.7.5.2	Lot	1	NSP	NSP
1.2.2	Project Risk Log	Electronic	PSD (updated as required)	BMD Portal	3.6.6	Lot	1	NSP	NSP
1.2.3	Project Issue Log	Electronic	PSD (updated as required)	BMD Portal	3.6.6	Lot	1	NSP	NSP
1.2.4	Project Quality Log	Electronic	PSD (updated as required)	BMD Portal	3.6.7.1.4	Lot	1	NSP	NSP
1.2.5	Project Highlight Reports	Electronic	3rd business day of each month	BMD Portal	3.8	Lot	1	NSP	NSP
1.3	Project Meetings								
1.3.1	Project Management Review (PMR)	N/A	PSD + 2 weeks	NCI Agency	3.9.1 3.9.3	Lot	1	NSP	NSP
1.3.2	Project Management Review (PMR) Presentation	Electronic	2 working days before PMR	BMD Portal	3.9.1 3.9.3	Lot	1	NSP	NSP
1.3.3	Project Management Review (PMR) Minute	Electronic	3 working days after PMR	BMD Portal	3.9.1 3.9.3	Lot	1	NSP	NSP
1.3.4	Project Checkpoint Review (PCR)	N/A	Monthly	NCI Agency	3.9.1 3.9.4	Lot	1	NSP	NSP
1.3.5	Project Checkpoint Review (PCR) Presentation	Electronic	Monthly (2 working days before each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
1.3.6	Project Checkpoint Review (PCR) Minutes	Electronic	Monthly (3 working days after each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
1.3.7	Project Progress Reviews (PPR)	N/A	Quarterly	NCI Agency	3.9.1 3.9.5	Lot	1	NSP	NSP
1.3.8	Project Progress Reviews (PPR) Presentation	Electronic	Quarterly (2 working days before each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
1.3.9	Project Progress Reviews (PPR) Minutes	Electronic	Quarterly (3 working days after each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
1.3.10	Project Information Materials	Electronic	As required	BMD Portal	3.9.7	Lot	1	NSP	NSP
1.4	Programme Management support								
1.4.1	BMD Programme Support - Configuration Management - Year 1	N/A	PSD	NCI Agency	3.7.2	Ea	1	NSP	NSP
1.4.2	BMD Programme Support - Configuration Management - Year 2	N/A	PSD + 12Ms	NCI Agency	3.7.2	Ea	1	NSP	NSP
1.4.3	BMD Programme Support - Configuration Management - Year 3	N/A	PSD + 24Ms	NCI Agency	3.7.2	Ea	1	NSP	NSP
1.4.4	BMD Programme Support - Configuration Management - Year 4	N/A	PSD + 36Ms	NCI Agency	3.7.2	Ea	1	NSP	NSP

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration

CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
1.4.5	BMD Configuration Functional Configuration Audit (FCA) report	Electronic	As required (At least Annually)	BMD Portal	3.7.2.5.2	Lot	1	NSP	NSP
1.4.6	BMD Configuration Physical Configuration Audit (PCA) report	Electronic	As required (At least Annually)	BMD Portal	3.7.2.5.2	Lot	1	NSP	NSP
1.4.7	CM Training Delivery	Electronic	As required (At least Annually)	BMD Portal	3.7.2.1.5	Lot	1	NSP	NSP
1.4.8	BMD Programme Support - Quality Management - Year 1	N/A	PSD	NCI Agency	3.7.4	Ea	1	NSP	NSP
1.4.9	BMD Programme Support - Quality Management - Year 2	N/A	PSD + 12Ms	NCI Agency	3.7.4	Ea	1	NSP	NSP
1.4.10	BMD Programme Support - Quality Management - Year 3	N/A	PSD + 24Ms	NCI Agency	3.7.4	Ea	1	NSP	NSP
1.4.11	BMD Programme Support - Quality Management - Year 4	N/A	PSD + 36Ms	NCI Agency	3.7.4	Ea	1	NSP	NSP
1.4.12	BMD Programme Support - Risk Management - Year 1	N/A	PSD	NCI Agency	3.7.3	Ea	1	NSP	NSP
1.4.13	BMD Programme Support - Risk Management - Year 2	N/A	PSD + 12Ms	NCI Agency	3.7.3	Ea	1	NSP	NSP
1.4.14	BMD Programme Support - Risk Management - Year 3	N/A	PSD + 24Ms	NCI Agency	3.7.3	Ea	1	NSP	NSP
1.4.15	BMD Programme Support - Risk Management - Year 4	N/A	PSD + 36Ms	NCI Agency	3.7.3	Ea	1	NSP	NSP
2	Systems Engineering Augmentation- 4 YEARS (Years 1 to 4)	See below	See below	See below	See below	See below	See below	See below	
2.1	Systems Engineering support - 4 years - (Not To Exceed)								
2.1.1	Systems Engineering effort - Year 1	N/A	PSD	NCI Agency	4	Ea	1		
2.1.2	Systems Engineering effort - Year 2	N/A	PSD + 12Ms	NCI Agency	4	Ea	1		
2.1.3	Systems Engineering effort - Year 3	N/A	PSD + 24Ms	NCI Agency	4	Ea	1		
2.1.4	Systems Engineering effort - Year 4	N/A	PSD + 36Ms	NCI Agency	4	Ea	1		
3	Integration, Tests and Transition- 4 YEARS (Years 1 to 4)	See below	See below	See below	5	See below	See below	See below	
3.1	Management of the Integration, Test and Verification Programme								
3.1.1	Integrated Programme Master Test Plan (PMTP)	Electronic	PSD + 2 weeks (updated as required - at least Quarterly)	BMD Portal	5.2.2	Lot	1		
3.1.2	Verification Cross Reference Matrix (VCRM)	Electronic	As required (at least after every formal test event)	BMD Portal	5.2.4.1.2	Lot	1		
3.1.3	Project Tests Documentation Templates	Electronic	As required	BMD Portal	5.2.5	Lot	1		
3.1.4	Project Specification Documents	Electronic	PSD Review meeting + 1M	BMD Portal	5.2.6.4.3	Lot	1		
3.2	ITB Service								
3.2.1	ITB Service Delivery Plan	Electronic	PSD + 2 Weeks (updated as required - at least Annually)	BMD Portal	5.4.1.4	Lot	1		
3.3	ITB Maintenance, Logistics and Accreditation								
3.3.1	Integrated Logistics Support (ILS) Plan	Electronic	PSD + 2 Weeks (updated as required - at least Annually)	BMD Portal	5.4.2.2	Lot	1		
3.3.2	ITB Maintenance - Year 1	N/A	PSD	NCI Agency	5.4.2.2	Ea	1		
3.3.3	ITB Maintenance - Year 2	N/A	PSD + 12 Ms	NCI Agency	5.4.2.2	Ea	1		
3.3.4	ITB Maintenance - Year 3	N/A	PSD + 24 Ms	NCI Agency	5.4.2.2	Ea	1		
3.3.6	ITB Maintenance - Year 4	N/A	PSD + 36 Ms	NCI Agency	5.4.2.2	Ea	1		
3.3.7	ITB Back-up Test	N/A	PSD + 3Ms (updated as required - At least Annually)	NCI Agency	5.4.2.2.2.12	Lot	1		
3.3.8	Problem management - ITB Support Report	Electronic	PSD +1M (updated Monthly)	BMD Portal	5.4.2.2.11.9	Lot	1		
3.3.9	ITB Technical Documentation	Electronic	As required	BMD Portal	5.4.2.3	Lot	1		
3.3.10	ITB Security Maintenance - Year 1	N/A	PSD	NCI Agency	5.4.2.4	Ea	1		
3.3.11	ITB Security Maintenance - Year 2	N/A	PSD + 12 Ms	NCI Agency	5.4.2.4	Ea	1		
3.3.12	ITB Security Maintenance - Year 3	N/A	PSD + 24 Ms	NCI Agency	5.4.2.4	Ea	1		
3.3.13	ITB Security Maintenance - Year 4	N/A	PSD + 36 Ms	NCI Agency	5.4.2.4	Ea	1		
3.3.14	ITB System Specific Security Requirements Statement (SSRS)	Electronic	PSD +12M (updated Annually)	BMD Portal	5.4.2.4.2	Lot	1		
3.4	ITB Operations Support								
3.4.1	ITB Operations Support - Year 1	N/A	PSD	NCI Agency	5.4.3	Ea	1		

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3.4.2	ITB Operations Support - Year 2	N/A	PSD + 12 Ms	NCI Agency	5.4.3	Ea	1		
3.4.3	ITB Operations Support - Year 3	N/A	PSD + 24 Ms	NCI Agency	5.4.3	Ea	1		
3.4.4	ITB Operations Support - Year 4	N/A	PSD + 36 Ms	NCI Agency	5.4.3	Ea	1		
3.4.5	Hardware / Software Movement Log	Electronic	As required	BMD Portal	5.4.3.5	Ea	1		
3.4.6	ITB Training Materials	Electronic	1M prior Training session (updated as required)	BMD Portal	5.4.3.6.2	Lot	1		
3.4.8	ITB Full or Refresh Training Sessions	N/A	twice a year	NCI Agency	5.4.3.6.4	Ea	8		
3.5	V&V Event Issue Management								
3.5.1	Observation and Issue Management Plan	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	5.5.1.2	Lot	1		
3.5.2	Observation and Issue Management Process	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	5.5.1.2	Lot	1		
3.5.3	Observation and Issue Status Report (internal)	Electronic	PSD + 2 Weeks (updated Monthly)	BMD Portal	5.5.1.4	Lot	1		
3.5.4	Observation and Issue Status Report (External)	Electronic	PSD + 2 Weeks (updated Quarterly)	BMD Portal	5.5.2	Lot	1		
3.5.5	BMD OUG Issue Status Briefing	Electronic	1M prior each BMD OUG	BMD Portal	5.5.2	Lot	1		
3.5.6	Tranche Issue status Report	Electronic	One for each Outcome and Ability TNR and OPR per Tranche	BMD Portal	5.5.3	Lot	1		
4	Test Events under TASK ORDERS - (Years 1 to 4) - NOT TO EXCEED	See below	See below	See below	5	See below	Indicative Q	See below	
4.1	NATO BMC3I System Test (New Capability)	N/A	As required	NCI Agency	5.3.3	Ea	8		
4.2	NATO BMC3I System Test (Enhanced Capability/Maintenance Release)	N/A	As required	NCI Agency	5.3.3	Ea	20		
4.3	NATO-Nation Integration Test	N/A	As required	NCI Agency	5.3.3	Ea	4		
4.4	Ensemble Test type of event	N/A	As required	NCI Agency	5.3.3				
4.4.1	Ensemble Test - LITE	N/A	As required	NCI Agency	5.3.3	Ea	2		
4.4.2	Ensemble Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
4.4.3	Ensemble Test - MAX	N/A	As required	NCI Agency	5.3.3	Ea	1		
4.5	System-of-Systems Integration Test (SOSIT)	N/A	As required	NCI Agency	5.3.3	Ea	2		
4.6	Communication Test	N/A	As required	NCI Agency	5.3.3	Ea	12		
4.7	Ensemble Opertor Test	N/A	As required	NCI Agency	5.3.3	Ea	2		
4.8	Operational Validation Test	N/A	As required	NCI Agency	5.3.3	Ea	2		
4.9	Ad-Hoc Experiment	N/A	As required	NCI Agency	5.3.3	Ea	16		
5	Purchaser directed Travel Costs - 4 YEARS (Not To Exceed)	See below	See below	See below	N/A	See below	See below	See below	400.000.00
5.1	Travel Costs - 4 years	N/A	PSD	NCI Agency	N/A	Lot	1	NSP	NSP
PERFORMANCE START DATE (PSD): EDC + Transition-in Period + 4 Years									
6	Management - OPTION 1 - 2 YEARS (Years 5 to 6)	See below	See below	See below	3	See below	See below	See below	
6.1	Project Planning								
6.1.1	Contractor Project Management Plan (CPMP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3	Lot	1	NSP	NSP
6.1.2	Quality Assurance Plan (QAP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.6.4 3.6.7.3	Lot	1	NSP	NSP
6.1.3	Configuration Management Plan (CMP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.7.5 3.6.8.2	Lot	1	NSP	NSP
6.1.4	Project Work Breakdown Structure (PWBS)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.6.7 3.6.4	Lot	1	NSP	NSP

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration									
CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
6.1.5	Project Master Schedule (PMS)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.5	Lot	1	NSP	NSP
6.2	Monitoring and Control								
6.2.1	Lesson Learned Log	Electronic	PSD (updated as required)	BMD Portal	3.6.7.5.2	Lot	1	NSP	NSP
6.2.2	Project Risk Log	Electronic	PSD (updated as required)	BMD Portal	3.6.6	Lot	1	NSP	NSP
6.2.3	Project Issue Log	Electronic	PSD (updated as required)	BMD Portal	3.6.6	Lot	1	NSP	NSP
6.2.4	Project Quality Log	Electronic	PSD (updated as required)	BMD Portal	3.6.7.1.4	Lot	1	NSP	NSP
6.2.5	Project Highlight Reports	Electronic	3rd business day of each month	BMD Portal	3.8	Lot	1	NSP	NSP
6.3	Project Meetings								
6.3.1	Project Checkpoint Review (PCR)	N/A	Monthly	NCI Agency	3.9.1 3.9.4	Lot	1	NSP	NSP
6.3.2	Project Checkpoint Review (PCR) Presentation	Electronic	Monthly (2 working days before each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
6.3.3	Project Checkpoint Review (PCR) Minutes	Electronic	Monthly (3 working days after each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
6.3.4	Project Progress Reviews (PPR)	N/A	Quarterly	NCI Agency	3.9.1 3.9.5	Lot	1	NSP	NSP
6.3.5	Project Progress Reviews (PPR) Presentation	Electronic	Quarterly (2 working days before each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
6.3.6	Project Progress Reviews (PPR) Minutes	Electronic	Quarterly (3 working days after each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
6.3.7	Project Information Materials	Electronic	As required	BMD Portal	3.9.7	Lot	1	NSP	NSP
6.4	Programme Management support								
6.4.1	BMD Programme Support - Configuration Management - Year 5	N/A	PSD	NCI Agency	3.7.2	Ea	1	NSP	NSP
6.4.2	BMD Programme Support - Configuration Management - Year 6	N/A	PSD + 12Ms	NCI Agency	3.7.2	Ea	1	NSP	NSP
6.4.3	BMD Configuration Functional Configuration Audit (FCA) report	Electronic	As required (At least Annually)	BMD Portal	3.7.2.5.2	Lot	1	NSP	NSP
6.4.4	BMD Configuration Physical Configuration Audit (PCA) report	Electronic	As required (At least Annually)	BMD Portal	3.7.2.5.2	Lot	1	NSP	NSP
6.4.5	CM Training Delivery	Electronic	As required (At least Annually)	BMD Portal	3.7.2.1.5	Lot	1	NSP	NSP
6.4.6	BMD Programme Support - Quality Management - Year 5	N/A	PSD	NCI Agency	3.7.4	Ea	1	NSP	NSP
6.4.7	BMD Programme Support - Quality Management - Year 6	N/A	PSD + 12Ms	NCI Agency	3.7.4	Ea	1	NSP	NSP
6.4.8	BMD Programme Support - Risk Management - Year 5	N/A	PSD	NCI Agency	3.7.3	Ea	1	NSP	NSP
6.4.9	BMD Programme Support - Risk Management - Year 6	N/A	PSD + 12Ms	NCI Agency	3.7.3	Ea	1	NSP	NSP
7	Integration, Tests and Transition- OPTION 1 - 2 YEARS (Years 5 to 6)	See below	See below	See below	5	See below	See below	See below	
7.1	Management of the Integration, Test and Verification Programme								-
7.1.1	Integrated Programme Master Test Plan (PMTP)	Electronic	PSD + 2 weeks (updated as required - at least Quarterly)	BMD Portal	5.2.2	Lot	1		
7.1.2	Verification Cross Reference Matrix (VCRM)	Electronic	As required (at least after every formal test event)	BMD Portal	5.2.4.1.2	Lot	1		
7.1.3	Project Tests Documentation Templates	Electronic	As required	BMD Portal	5.2.5	Lot	1		
7.1.4	Project Specification Documents	Electronic	PSD Review meeting + 1M	BMD Portal	5.2.6.4.3	Lot	1		
7.2	ITB Service								

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration									
CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
7.2.1	ITB Service Delivery Plan	Electronic	PSD + 2 Weeks (updated as required - at least Annually)	BMD Portal	5.4.1.4	Lot	1		
7.3	ITB Maintenance, Logistics and Accreditation								
7.3.1	Integrated Logistics Support (ILS) Plan	Electronic	PSD + 2 Weeks (updated as required - at least Annually)	BMD Portal	5.4.2.2	Lot	1		
7.3.2	ITB Maintenance - Year 5	N/A	PSD	NCI Agency	5.4.2.2	Ea	1		
7.3.3	ITB Maintenance - Year 6	N/A	PSD + 12 Ms	NCI Agency	5.4.2.2	Ea	1		
7.3.4	ITB Back-up Test	N/A	PSD + 3Ms (updated as required - At least Annually)	NCI Agency	5.4.2.2.2.12	Lot	1		
7.3.5	Problem management - ITB Support Report	Electronic	PSD +1M (updated Monthly)	BMD Portal	5.4.2.2.11.9	Lot	1		
7.3.6	ITB Technical Documentation	Electronic	As required	BMD Portal	5.4.2.3	Lot	1		
7.3.7	ITB Security Maintenance - Year 5	N/A	PSD	NCI Agency	5.4.2.4	Ea	1		
7.3.8	ITB Security Maintenance - Year 6	N/A	PSD + 12 Ms	NCI Agency	5.4.2.4	Ea	1		
7.3.9	ITB System Specific Security Requirements Statement (SSRS)	Electronic	PSD +12M (updated Annually)	BMD Portal	5.4.2.4.2	Lot	1		
7.4	ITB Operations Support								
7.4.1	ITB Operations Support - Year 5	N/A	PSD	NCI Agency	5.4.3	Ea	1		
7.4.2	ITB Operations Support - Year 6	N/A	PSD + 12 Ms	NCI Agency	5.4.3	Ea	1		
7.4.3	Hardware / Software Movement Log	Electronic	As required	BMD Portal	5.4.3.5	Lot	1		
7.4.4	ITB Training Materials	Electronic	1M prior Training session (updated as required)	BMD Portal	5.4.3.6.2	Lot	1		
7.4.5	ITB Full or Refresh Training Sessions	N/A	twice a year	NCI Agency	5.4.3.6.4	Ea	4		
7.5	V&V Event Issue Management								
7.5.1	Observation and Issue Management Plan	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	5.5.1.2	Lot	1		
7.5.2	Observation and Issue Management Process	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	5.5.1.2	Lot	1		
7.5.3	Observation and Issue Status Report (internal)	Electronic	PSD + 2 Weeks (updated Monthly)	BMD Portal	5.5.1.4	Lot	1		
7.5.4	Observation and Issue Status Report (External)	Electronic	PSD + 2 Weeks (updated Quarterly)	BMD Portal	5.5.2	Lot	1		
7.5.5	BMD OUG Issue Status Briefing	Electronic	1M prior each BMD OUG	BMD Portal	5.5.2	Lot	1		
7.5.6	Tranche Issue status Report	Electronic	One for each Outcome and Ability TNR and OPR per Tranche	BMD Portal	5.5.3	Lot	1		
8	Test Events under TASK ORDERS - OPTION 1 -_(Years 5 to 6) NOT TO EXCEED	See below	See below	See below	5	See below	Indicative Q	See below	
8.1	NATO BMC3I System Test (New Capability)	N/A	As required	NCI Agency	5.3.3	Ea	8		
8.2	NATO BMC3I System Test (Enhanced Capability/Maintenance Release)	N/A	As required	NCI Agency	5.3.3	Ea	20		
8.3	NATO-Nation Integration Test	N/A	As required	NCI Agency	5.3.3	Ea	2		
8.4	Ensemble Test type of event	N/A	As required	NCI Agency	5.3.3				
8.4.1	Ensemble Test - LITE	N/A	As required	NCI Agency	5.3.3	Ea	0		
8.4.2	Ensemble Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
8.4.3	Ensemble Test - MAX	N/A	As required	NCI Agency	5.3.3	Ea	1		
8.5	System-of-Systems Integration Test (SOSIT)	N/A	As required	NCI Agency	5.3.3	Ea	1		
8.6	Communication Test	N/A	As required	NCI Agency	5.3.3	Ea	6		
8.7	Ensemble Opertor Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
8.8	Operational Validation Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
8.9	Ad-hoc Test	N/A	As required	NCI Agency	5.3.3	Ea	8		
9	Purchaser directed Travel Costs - OPTION 1 - 2 YEARS (Years 5 to 6) (Not To Exceed)	See below	See below	See below	N/A	See below	See below	See below	180.000.00

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration									
CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
9.1	Travel Costs - 2 years	N/A	EDC	NCI Agency	N/A	Lot	1	NSP	NSP
PERFORMANCE START DATE (PSD): EDC + Transition-in Period + 6 Years									
10	Management - OPTION 2 - 2 YEARS (Years 7 to 8)	See below	See below	See below	3	See below	See below	See below	
10.1	Project Planning								
10.1.1	Contractor Project Management Plan (CPMP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3	Lot	1	NSP	NSP
10.1.2	Quality Assurance Plan (QAP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.6.4 3.6.7.3	Lot	1	NSP	NSP
10.1.3	Configuration Management Plan (CMP)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.7.5 3.6.8.2	Lot	1	NSP	NSP
10.1.4	Project Work Breakdown Structure (PWBS)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.3.6.7 3.6.4	Lot	1	NSP	NSP
10.1.5	Project Master Schedule (PMS)	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	3.6.5	Lot	1	NSP	NSP
10.2	Monitoring and Control								
10.2.1	Lesson Learned Log	Electronic	PSD (updated as required)	BMD Portal	3.6.7.5.2	Lot	1	NSP	NSP
10.2.2	Project Risk Log	Electronic	PSD (updated as required)	BMD Portal	3.6.6	Lot	1	NSP	NSP
10.2.3	Project Issue Log	Electronic	PSD (updated as required)	BMD Portal	3.6.6	Lot	1	NSP	NSP
10.2.4	Project Quality Log	Electronic	PSD (updated as required)	BMD Portal	3.6.7.1.4	Lot	1	NSP	NSP
10.2.5	Project Highlight Reports	Electronic	3rd business day of each month	BMD Portal	3.8	Lot	1	NSP	NSP
10.3	Project Meetings								
10.3.1	Project Checkpoint Review (PCR)	N/A	Monthly	NCI Agency	3.9.1 3.9.4	Lot	1	NSP	NSP
10.3.2	Project Checkpoint Review (PCR) Presentation	Electronic	Monthly (2 working days before each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
10.3.3	Project Checkpoint Review (PCR) Minutes	Electronic	Monthly (3 working days after each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
10.3.4	Project Progress Reviews (PPR)	N/A	Quarterly	NCI Agency	3.9.1 3.9.5	Lot	1	NSP	NSP
10.3.5	Project Progress Reviews (PPR) Presentation	Electronic	Quarterly (2 working days before each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
10.3.6	Project Progress Reviews (PPR) Minutes	Electronic	Quarterly (3 working days after each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
10.3.7	Project Information Materials	Electronic	As required	BMD Portal	3.9.7	Lot	1	NSP	NSP
10.4	Programme Management support								
10.4.1	BMD Programme Support - Configuration Management - Year 7	N/A	PSD	NCI Agency	3.7.2	Ea	1	NSP	NSP
10.4.2	BMD Programme Support - Configuration Management - Year 8	N/A	PSD + 12Ms	NCI Agency	3.7.2	Ea	1	NSP	NSP
10.4.3	BMD Configuration Functional Configuration Audit (FCA) report	Electronic	As required (At least Annually)	BMD Portal	3.7.2.5.2	Lot	1	NSP	NSP
10.4.4	BMD Configuration Physical Configuration Audit (PCA) report	Electronic	As required (At least Annually)	BMD Portal	3.7.2.5.2	Lot	1	NSP	NSP
10.4.5	CM Training Delivery	Electronic	As required (At least Annually)	BMD Portal	3.7.2.1.5	Lot	1	NSP	NSP
10.4.6	BMD Programme Support - Quality Management - Year 7	N/A	PSD	NCI Agency	3.7.4	Ea	1	NSP	NSP
10.4.7	BMD Programme Support - Quality Management - Year 8	N/A	PSD + 12Ms	NCI Agency	3.7.4	Ea	1	NSP	NSP

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration

CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
10.4.8	BMD Programme Support - Risk Management - Year 7	N/A	PSD	NCI Agency	3.7.3	Ea	1	NSP	NSP
10.4.9	BMD Programme Support - Risk Management - Year 8	N/A	PSD + 12Ms	NCI Agency	3.7.3	Ea	1	NSP	NSP
11	Integration, Tests (I&T) and Transition- OPTION 2 - 2 YEARS (Years 7 to 8)	See below	See below	See below	5	See below	See below	See below	
11.1	Management of the Integration, Test and Verification Programme								-
11.1.1	Integrated Programme Master Test Plan (PMTP)	Electronic	PSD + 2 weeks (updated as required - at least Quarterly)	BMD Portal	5.2.2	Lot	1		
11.1.2	Verification Cross Reference Matrix (VCRM)	Electronic	As required (at least after every formal test event)	BMD Portal	5.2.4.1.2	Lot	1		
11.1.3	Project Tests Documentation Templates	Electronic	As required	BMD Portal	5.2.5	Lot	1		
11.1.4	Project Specification Documents	Electronic	PSD Review meeting + 1M	BMD Portal	5.2.6.4.3	Lot	1		
11.2	ITB Service								
11.2.1	ITB Service Delivery Plan	Electronic	PSD + 2 Weeks (updated as required - at least Annually)	BMD Portal	5.4.1.4	Lot	1		
11.3	ITB Maintenance, Logistics and Accreditation								
11.3.1	Integrated Logistics Support (ILS) Plan	Electronic	PSD + 2 Weeks (updated as required - at least Annually)	BMD Portal	5.4.2.2	Lot	1		
11.3.2	ITB Maintenance - Year 7	N/A	PSD	NCI Agency	5.4.2.2	Ea	1		
11.3.3	ITB Maintenance - Year 8	N/A	PSD + 12 Ms	NCI Agency	5.4.2.2	Ea	1		
11.3.4	ITB Back-up Test	N/A	PSD + 3Ms (updated as required - At least Annually)	NCI Agency	5.4.2.2.2.12	Lot	1		
11.3.5	Problem management - ITB Support Report	Electronic	PSD +1M (updated Monthly)	BMD Portal	5.4.2.2.11.9	Lot	1		
11.3.6	ITB Technical Documentation	Electronic	As required	BMD Portal	5.4.2.3	Lot	1		
11.3.7	ITB Security Maintenance - Year 7	N/A	PSD	NCI Agency	5.4.2.4	Ea	1		
11.3.8	ITB Security Maintenance - Year 8	N/A	PSD + 12 Ms	NCI Agency	5.4.2.4	Ea	1		
11.3.9	ITB System Specific Security Requirements Statement (SSRS)	Electronic	PSD +12M (updated Annually)	BMD Portal	5.4.2.4.2	Lot	1		
11.4	ITB Operations Support								
11.4.1	ITB Operations Support - Year 7	N/A	PSD	NCI Agency	5.4.3	Ea	1		
11.4.2	ITB Operations Support - Year 8	N/A	PSD + 12 Ms	NCI Agency	5.4.3	Ea	1		
11.4.3	Hardware / Software Movement Log	Electronic	As required	BMD Portal	5.4.3.5	Lot	1		
11.4.4	ITB Training Materials	Electronic	1M prior Training session (updated as required)	BMD Portal	5.4.3.6.2	Lot	1		
11.4.5	ITB Full or Refresh Training Sessions	N/A	twice a year	NCI Agency	5.4.3.6.4	Ea	4		
11.5	V&V Event Issue Management								
11.5.1	Observation and Issue Management Plan	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	5.5.1.2	Lot	1		
11.5.2	Observation and Issue Management Process	Electronic	PSD + 2 weeks (updated as required - at least Annually)	BMD Portal	5.5.1.2	Lot	1		
11.5.3	Observation and Issue Status Report (internal)	Electronic	PSD + 2 Weeks (updated Monthly)	BMD Portal	5.5.1.4	Lot	1		
11.5.4	Observation and Issue Status Report (External)	Electronic	PSD + 2 Weeks (updated Quarterly)	BMD Portal	5.5.2	Lot	1		
11.5.5	BMD OUG Issue Status Briefing	Electronic	1M prior each BMD OUG	BMD Portal	5.5.2	Lot	1		
11.5.6	Tranche Issue status Report	Electronic	One for each Outcome and Ability TNR and OPR per Tranche	BMD Portal	5.5.3	Lot	1		

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration									
CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
12	Test Events under TASK ORDERS - OPTION 2 - (Years 7 to 8) NOT TO EXCEED	See below	See below	See below	5	See below	Indicative Q	See below	
12.1	NATO BMC3I System Test (New Capability)	N/A	As required	NCI Agency	5.3.3	Ea	8		
12.2	NATO BMC3I System Test (Enhanced Capability/Maintenance Release)	N/A	As required	NCI Agency	5.3.3	Ea	20		
12.3	NATO-Nation Integration Test	N/A	As required	NCI Agency	5.3.3	Ea	2		
12.4	Ensemble Test type of event	N/A	As required	NCI Agency	5.3.3				
12.4.1	Ensemble Test - LITE	N/A	As required	NCI Agency	5.3.3	Ea	0		
12.4.2	Ensemble Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
12.4.3	Ensemble Test - MAX	N/A	As required	NCI Agency	5.3.3	Ea	1		
12.5	System-of-Systems Integration Test (SOSIT)	N/A	As required	NCI Agency	5.3.3	Ea	1		
12.6	Communication Test	N/A	As required	NCI Agency	5.3.3	Ea	6		
12.7	Ensemble Opertor Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
12.8	Operational Validation Test	N/A	As required	NCI Agency	5.3.3	Ea	1		
12.9	Ad-hoc Test	N/A	As required	NCI Agency	5.3.3	Ea	8		
13	Purchaser directed Travel Costs - 2 YEARS (Years 7 to 8) (Not To Exceed)	See below	See below	See below	N/A	See below	See below	See below	180.000.00
13.1	Travel Costs - 2 years	N/A	EDC	NCI Agency	N/A	Lot	1	NSP	NSP
PERFORMANCE START DATE (PSD): EDC									
14	Transition-In Period	See below	See below	See below	6	See below	See below	See below	47.500.00
14.1	Transition-in								
14.1.1	Transition-In Plan	Electronic	EDC+1M	BMD Portal	6.1	Ea	1	NSP	NSP
14.1.2	Transition-In Activities	N/A	EDC	NCI Agency	6.1	Lot	1	NSP	NSP
14.2	Project Planning								
14.2.1	Contractor Project Management Plan (CPMP) (Initial release)	Electronic	EDC+1M	BMD Portal	3.6.3	Ea	1	NSP	NSP
14.2.2	Quality Assurance Plan (QAP) (Initial release)	Electronic	EDC+1M	BMD Portal	3.6.3.6.4 3.6.7.3	Ea	1	NSP	NSP
14.2.3	Configuration Management Plan (CMP) (Initial release)	Electronic	EDC+1M	BMD Portal	3.6.3.7.5 3.6.8.2	Ea	1	NSP	NSP
14.2.4	Project Work Breakdown Structure (PWBS) (Initial release)	Electronic	EDC+1M	BMD Portal	3.6.3.6.7 3.6.4	Ea	1	NSP	NSP
14.2.5	Project Master Schedule (PMS) (Initial release)	Electronic	EDC+1M	BMD Portal	3.6.5	Ea	1	NSP	NSP
14.2.6	Observation and Issue Management Plan (Initial release)	Electronic	EDC+1M	BMD Portal	5.5.1.2	Ea	1	NSP	NSP
14.3	Monitoring and Control								
14.3.1	Lesson Learned Log	Electronic	EDC+1M	BMD Portal	3.6.7.5.2	Ea	1	NSP	NSP
14.3.2	Project Risk Log	Electronic	EDC+1M	BMD Portal	3.6.6	Ea	1	NSP	NSP
14.3.3	Project Issue Log	Electronic	EDC+1M	BMD Portal	3.6.6	Ea	1	NSP	NSP
14.3.4	Project Quality Log	Electronic	EDC+1M	BMD Portal	3.6.7.1.4	Ea	1	NSP	NSP
14.3.5	Project Highlight Reports	Electronic	3rd business day of each month	BMD Portal	3.8	Lot	1	NSP	NSP
14.4	Project Meetings								
14.4.1	Kick-Off (KO)	N/A	EDC+1M	NCI Agency	3.9.1 3.9.2	Ea	1	NSP	NSP
14.4.2	Kick-Off (KO) Presentation	Electronic	2 working days before KO	BMD Portal	3.9.1 3.9.2	Ea	1	NSP	NSP
14.4.3	Kick-Off (KO) Minutes	Electronic	3 working days after KO	BMD Portal	3.9.1 3.9.2	Ea	1	NSP	NSP
14.4.4	Project Checkpoint Review (PCR)	N/A	Monthly	NCI Agency	3.9.1 3.9.4	Lot	1	NSP	NSP
14.4.5	Project Checkpoint Review (PCR) Presentation	Electronic	Monthly (2 working days before each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
14.4.6	Project Checkpoint Review (PCR) Minutes	Electronic	Monthly (3 working days after each PCR)	BMD Portal	3.9.1 3.9.4	Lot	1	NSP	NSP
14.4.7	Project Progress Reviews (PPR)	N/A	Quarterly	NCI Agency	3.9.1 3.9.5	Lot	1	NSP	NSP

PERFORMANCE START DATE (PSD): planned tentatively for 1 Jan 2022 : EDC + Transition-in period Duration									
CLIN	DESCRIPTION	FORM	DELIVERY DATE	DESTINATION (Incoterm 2010 DDP at location specified below, unless otherwise stated herein or in Part II of the contract)	SOW REFERENCE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE (Indicate Currency Here)
14.4.8	Project Progress Reviews (PPR) Presentation	Electronic	Quarterly (2 working days before each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
14.4.9	Project Progress Reviews (PPR) Minutes	Electronic	Quarterly (3 working days after each PPR)	BMD Portal	3.9.1 3.9.5	Lot	1	NSP	NSP
14.4.10	Project Information Materials	Electronic	As required	BMD Portal	3.9.7	Lot	1	NSP	NSP
14.5	Programme Management support								
14.5.1	Support to BMD Programme Configuration Management	N/A	As required	NCI Agency	3.7.2	Lot	1	NSP	NSP
14.5.2	Support to BMD Programme Quality Management	N/A	As required	NCI Agency	3.7.4	Lot	1	NSP	NSP
14.5.3	Support to BMD Programme Risk Management	N/A	As required	NCI Agency	3.7.3	Lot	1	NSP	NSP
14.6	Purchaser directed Travel Costs - Transition-in Period (Not To Exceed)	See below	See below	See below	N/A	See below	See below	See below	47.500.00
14.6.1	Travel Costs	N/A	EDC	NCI Agency	N/A	Lot	1	NSP	NSP
PERFORMANCE START DATE (PSD): Start Transfer of Activities (and no later than 6 Ms before End of Contract)									
15	Transition-out	See below	See below	See below	See below	See below	See below	See below	
15.1	Transition-out Plan (ToP)	Electronic	EDC+24Ms (Updated Annually)	BMD Portal	6.2.7	Lot	1		
15.2	Transition-out Plan (ToP)	Electronic	6Ms prior PSD	BMD Portal	6.2.7	Ea	1		
15.3	Transition-Out Activities	N/A	PSD	NCI Agency	6.2	Lot	1		
PERFORMANCE START DATE (PSD): EDC + Transition-in period Duration									
16	Optional Test Events	See below	See below	See below	See below	See below	See below	See below	
16.1	Formidable Shield-Type Exercise								
16.1.1	Formidable Shield-Type Exercise in Tranche 2023	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.1.2	Formidable Shield-Type Exercise in Tranche 2025	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.1.3	Formidable Shield-Type Exercise in Tranche 2027	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.1.4	Formidable Shield-Type Exercise in Tranche 2029	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.2	JPOW-Type Exercise								
16.2.1	JPOW-Type Exercise in Tranche 2023	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.2.2	JPOW-Type Exercise in Tranche 2025	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.2.3	JPOW-Type Exercise in Tranche 2027	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		
16.2.4	JPOW-Type Exercise in Tranche 2029	N/A	1 every odd years	NCI Agency	5.3.3	Ea	1		

Enter profit percentage for labour in yellow cell below:

Profit =>	0%
---------------------	-----------

IMPORTANT: DELETE THIS EXAMPLE ROW (ROW 1) BEFORE SUBMITTING BID

Labour table instructions:
This detailed labour table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulae existing in the cells are provided only to help Bidder and ultimately all calculations are the Bidder's responsibility. As such, the contractor may avoid any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The total sum of the "Fully burdened cost" column should equal the grand total labour cost to include profit and be all indirect rates (GSA/Overhead/etc.) associated with labour. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

- A) in the base unit costs; or
- B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

Enter profit percentage for material in yellow cell below:

Profit =>		0%
-----------	--	----

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

Material tab instruction:

This detailed material tab is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column-specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Bidder and ultimately all calculations are the Bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The total sum of the "Fully burdened cost" column should equal the grand total Material cost to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with material. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

- A) in the base unit costs;
- or
- B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

[illegible]

Enter profit percentage for travel in yellow cell below:

0%

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

Travel table Instructions:

This detailed Travel table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Bidder and ultimately all calculations are the Bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The sum of the "Total cost" column on this tab should equal the grand total Travel cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with travel. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

A) in the base unit costs;
or
B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

Populate each line of the table that contains travel with the appropriate CLIN from the drop down menu. Note that all CLINS should be accounted for and if there is no travel associated please include a line for that CLIN and indicate "No travel associated" in column C.

CLIN	Origin/Destination	Year	Currency	Nr of trips	Nr of people	Nr of Days per trip	Cost per roundtrip transportation (Flight, train, etc.).	Per Diem	Extended cost	Profit	Total Cost
	Insert Origin/destination								-		0.00
	Insert Origin/destination								-		0.00
	Insert Origin/destination								-		0.00
	Insert Origin/destination								-		0.00
	Insert Origin/destination								-		0.00
	Insert Origin/destination								-		0.00
Total											0.00

Enter profit percentage for travel in yellow cell below:

Profit =>0%

[illegible]

Enter profit percentage for ODC in yellow cell below:

Profit =>	0%
---------------------	-----------

IMPORTANT: DELETE THIS EXAMPLE ROW (Row 3) BEFORE SUBMITTING BID

ODC table Instructions:

This detailed ODC table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries).

Bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns, or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

Note: Any formulas existing in the cells are provided only to help Bidder and ultimately all calculations are the Bidder's responsibility. As such, the contractor may alter any formulas necessary to provide an accurate, clear and traceable bid as required.

Important Note: The sum of the "Total cost" column on this tab should equal the grand total ODC cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with ODCs. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

- A) in the base unit costs;
- or
- B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

[illegible]

Enter the name of the Rate here (G&A, Overhead, etc.)	Enter a rate	Enter the rate percentage
	description for non-standard rate categories	
Rate Name	Rate description*	Percentage
[Insert Rate Name]		0%
[Insert Rate Name]		0%
[Insert Rate Name]		0%

***Note: rate description only needed if this is a rate not included in the list below:**

Overhead

Fringe

General & Administrative

Material Handling

Profit- Labour

Profit- Material

EXAMPLE ONLY:		
Name of Rate	Rate description	
Fringe		2%
Overhead		2%
G&A		2%
ABC rate (cost)	In the case of non-standard rates include a description	x%

Instructions:

Although the rates in this tab do not need to be linked to calculations for purposes of the bid, it is required that Bidders list any and all rates included in their bid to include (but not limited to):
Overhead, Labour Fringe, Material handling, General & Administrative, Profit, etc.

Fully Burdened Daily Rates are to include ODC

[illegible]

NCIA 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.		
	<u>COSTS</u>	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		

NCIA 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.

Annex A- 1. 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.

2.0 Bidding Sheets Structure

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

- Instructions
- Offer Summary
- CLIN Summary
- Labour
- Material
- ODC
- Rates
- SW Data Sheet

- 2.2 A description of each section is provided at paragraph **Error! Reference source not found.** along with the relevant assumptions and instruction for correctly compiling a price quotation.

- 2.3 Pricing requirements associated with these sections as expressed in the present Annexes are to be regarded as mandatory. All information provided in Bidding Sheets Sections 3 to 8 will NOT contribute to the calculation of the total price score of the bid, however it determines the adequate, traceable, and completeness of the bid price.

3.0 General Pricing Requirements

- 3.1 The Bidders must follow all instructions as stated in the “Instructions” tab, and instructions within the subsequent tabs, in the bidding sheets.
- 3.2 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 an hypothetical Performance Start Date (PSD) of the Basic Contract to occur not later than 30 June of 2022, excluding the Transition-in Period. 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 various stages lengths. 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.

4.0 Ceiling Price

Notwithstanding the prescriptions at paragraph **Error! Reference source not found.**, **the total cumulative amount of CLINs 1 to 15 SHALL NOT exceed € 73,931,321.25.**

5.0 Bidding Sheets Compilation Instructions

5.1 Pricing Requirements

Subject to the stipulations in paragraph **Error! Reference source not found.**, the following requirements are applicable to the pricing of all CLINs.

a. All CLINs (5, 9, 13 and 14.6) marked as Not To Exceed (NTE) and for which the Purchaser has elected to reserve a determined amount shall be left unchanged. All indicated NTE amounts are in EURO. **Bidders quoting in other than EURO currency shall exclude all NTE amounts from the overall price of the Work Package (i.e. modify relevant formula to exclude the CLINs in concern from the calculation) and insert a clearly visible note at the end of the relevant CLIN sheet to confirm that the NTE amount has been excluded from the calculation.** For the purpose of price comparison, the Purchaser will then convert the prices provided by the bidder in EURO in accordance with Book I paragraph 4.6.3 and add the pre-indicated NTE amounts in order to obtain the total price of the bid in EURO currency. **Particular caution shall be employed in the compilation of the offer by appropriately factoring the conversion of currency into EURO as compliance with the requirement relevant to the Bid Price Ceiling as indicated in paragraph **Error! Reference source not found.** of this Annex shall remain the responsibility of the bidder.**

b. CLIN 2 : For this CLIN the Bidder shall submit the total Price of all proposed System Engineering FTEs (taking into consideration as a minimum the FTE indicated in para 4.2 of the SOW), by multiplying the Labour rates of the proposed Labour categories, with the number of FTE and the number of mandays (220 working days per calendar year, 8 hours per day).

Please note, the FTE's proposed by the Bidder will exclusively work on a Level of Effort basis for CLIN 2 and are not allowed to work on other CLINs.

c. Besides Purchaser Directed travel, which are covered by CLINs 5, 9, 13 and 14.6, all travel and per-diem costs associated with the performance of CLIN tasks shall be included in CLINs prices.

d. All costs associated with the performance of the CLINs including but not limited to those associated to COTS ,Third Party or Background Intellectual Property Hardware and Software (including license acquisition costs and recurrent fees regardless of the nature for the entire cumulative duration of all contracting tasks included in the Bidding Sheets Section of the IFB) necessary to successfully perform the scope of the CLIN in accordance with the technical proposal shall be included in the bid prices quoted. In this light, bidders are required to quote by taking into consideration the following:

e. All COTS (including but not limited to Hardware) Background Intellectual Property and/or Third Party software licence costs (both acquisition costs and recurrent license costs) shall be included in the pricing proposal submitted to cover for the entire cumulative duration of all contracting tasks as depicted in the in the Bidding Sheets Section of the IFB. License costs (i.e. cost of license acquisition, recurrent maintenance or other recurrent license fees) shall also be indicated in Material sheet by CLIN of the bidding sheets.

5.2 Bidding Sheets – Section 8 (Price summary breakdown)

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, accurate, factual and include the required details and traceability to the Bid Price. 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 in Bidding Sheets for further details.

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:

TELEFAX No:

POINT OF CONTACT REGARDING THIS BID:

NAME:

POSITION:

TELEPHONE:

ALTERNATIVE POINT OF CONTACT:

NAME:

POSITION:

TELEPHONE:

.....

Date

.....

Signature of Authorised Representative

.....

Title

.....

Company

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

I confirm that the following amendments to Invitation for Bid n° IFB-CO-15575-BMD have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date Issued	of Date receipt	of Initials

.....
Date

.....
Signature of Authorised Representative

.....
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-15575-BMD. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Date :

Signature :

Name & Title :

Company :

Bid Reference :

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

.....
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

.....
Title

.....
Company

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

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

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

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

In addition, I confirm to take over from the incumbent all export controlled information, including but not limited to information governed by US (ITAR), French and Italian export control regulations, and take responsibility for further use in line with the requirements of the Contract.

These supplemental agreements are listed as follows and/or are relevant to the following items:

(insert list of supplemental agreements or specify "none") Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

Annex B- 8. Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent

I hereby certify that _____(name of Company) possesses and applies Quality Assurance Procedures/Plans that are equivalent to the AQAP 2110 or ISO 9001:2015 as evidenced through the attached documentation¹.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

¹ Bidders must attach copies of any relevant quality certification.

Annex B- 9. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ²	Primary Location Work	Items/Services of be Provided	to Estimated % of total Contract Value

Date :

Signature :

Name & Title :

Company :

Bid Reference :

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

Annex B- 10. 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 Contract¹.

ITEM	DESCRIPTION / IP OWNERSHIP	INDICATE IF COTS

- 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 Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCIO General Contract Provisions.

Date :

Signature :

Name & Title :

Bid Reference :

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

Annex B- 11. 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 Contract⁴.

ITEM	DESCRIPTION / IP OWNERSHIP	INDICATE IF COTS

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

Date :
 Signature :
 Name & Title :
 Bid Reference :

⁴ Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included)

Annex B- 12. List of Third Party IPR

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

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

ITEM	DESCRIPTION / IP OWNERSHIP	INDICATE IF COTS

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

Date :

Signature :

Name & Title :

Bid Reference :

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

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

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

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

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

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

Annex B- 14. List of Proposed Key Personnel

Position	SOW Reference	Labour Category	Name	Designation Period
Project Manager	8			EDC thru Contract expiration date
Quality Manager	8			EDC thru Contract expiration date
Configuration Manager	8			EDC thru Contract expiration date
Engineering Lead	8			EDC thru Contract expiration date
ITB Lab Manager	8			EDC thru Contract expiration date
V&V Issue Manager	8			EDC thru Contract expiration date
Senior System Architect	8			EDC thru Contract expiration date
Senior Systems Engineer - BMC3I requirements	8			EDC thru Contract expiration date
Senior Systems Engineer - BMC3I interface and communications	8			EDC thru Contract expiration date
<u>Other (td by Bidder):</u>				

Date :

Signature :

Name & Title :

Company :

Bid Reference :

Annex B- 15. Certificate of Price Ceiling

I hereby certify that the total price offered in the price quotation of this Bid in Section 1 to 3 of the Bidding Sheets for CLINs 1 to 15 do not exceed €73,931,321.25 as described in paragraph 4.6.1.2 of Book I.

For quotation submitted in other than EURO currency:

The Bidder shall establish this certificate within 5 days preceding the Bid Closing Date, and utilise 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 present certificate.

The bidder shall indicate in the table below the exchange rate(s) used for the establishment of the present certificate:

Currencies	EUR / Currency Exchange rates

Notes:

- (1) No price information of your Bid should be disclosed in neither the Bid Administration Package nor the Technical Proposal Package.
- (2) 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 the price ceiling specified in paragraph 4.6.1.2 of Book I.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

Annex B- 16. Supply Chain Security Self-Attestation Statement

[Name Contractor]

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems security enforcing products [...] has been assessed and assessed against the requirements attached hereto named 'Vendor Specific Requirements for Supply Chain Security' “

I endorse this supply chain security statement for the product [.....], which covers the following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-16bis - Vendor Specific Requirements for Supply Chain Security

1. Supply Chain Security Program Governance

- 1.1. The vendor of Security Enforcing product shall implement a governed supply chain security program.
- 1.2. This area of security governance describes the practices for a CIS product vendor's overall governance for Supply Chain security and compliance. The program shall cover the following issues:
 - 1.2.1. Governance model:
 - 1.2.1.1. Clearly defining Roles and responsibilities
 - 1.2.1.2. Taking into account key third party vendor and their Supply chain security conformance
 - 1.2.2. Security policies, standards and procedures:
 - 1.2.2.1. Include supply chain security issues in their quality baseline, especially dealing with delivery and manufacturing issues;
 - 1.2.2.2. Maintain a supplier management procedure in their quality baseline;
 - 1.2.2.3. Security incident response procedures
 - 1.2.2.4. Define supply chain security self-assessment and internal audit processes.
- 1.3. The vendor, to improve its practices, should:
 - 1.3.1. Develop and implement a Supply Chain security program including roles and responsibilities, with identifying clearly 3rd Party vendor.
 - 1.3.2. Conform with existing standard and practices like Assurance Life Cycle (ALC) assurance requirements of ISO/IEC 15408, Informational technology – Security techniques – Evaluation criteria for IT security
 - 1.3.3. Develop its policies to manage Supply Chain security risks in the following areas:
 - 1.3.3.1. Manufacturing and service operations
 - 1.3.3.2. Implementation control and validation processes
 - 1.3.3.3. Scrap management processes
 - 1.3.3.4. Cyber threat and vulnerability management
 - 1.3.3.5. Anomaly detection and investigation
 - 1.3.3.6. Counterfeit mitigation, integrity and trapping
 - 1.3.3.7. Compliance management to manufacturing specification note
 - 1.3.3.8. Conduct short-periodic assessments by independent third parties against supply chain security leading practices to identify potential gaps

2. Security in Manufacturing and Operations

- 2.1. The governed supply chain security program shall address security in manufacturing and operations.
- 2.2. The area of security in manufacturing and operations describes the practices to protect against Supply Chain security threats and risks in manufacturing operations. It shall address, at least, the following:

- 2.2.1. Security of production platform
- 2.2.2. Security in Inventory Management
- 2.2.3. Segregation of Duties
- 2.2.4. Tracking and Accountability
- 2.2.5. Scrap Management
- 2.2.6. Tampering and Malicious Modification
- 2.2.7. Counterfeit Mitigation

2.3. The CIS product vendor, to improve its practices, should:

- 2.3.1. Implement controls to manage access to material inventory within the production environment.
- 2.3.2. Maintain accounting of inventory throughout the production lifecycle.
- 2.3.3. Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
- 2.3.4. CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
- 2.3.5. Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
- 2.3.6. Scrap should be tracked and controlled until destroyed or deemed unusable.

3. Security in Logistics

3.1. The governed supply chain security program shall address security in logistics.

3.2. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the Supply Chain. It shall address, at least, the following:

- 3.2.1. Packaging Security
- 3.2.2. Transportation Security, including tampering detection
- 3.2.3. Secured Warehousing and Storage,

3.3. The CIS product vendor, to improve its practices, should:

- 3.3.1. Ensure anonymity of client by implementing technical mechanism that doesn't require to show human-readable or direct information about client (example given: bar- code...).
- 3.3.2. Implement a control policy for each equipment/component before their packaging.
- 3.3.3. Ensure robust tamper detection by advanced mechanism (seal, secure packaging...).
- 3.3.4. Implement anti-tamper mechanisms
- 3.3.5. Store proprietary material in an access controlled area.
- 3.3.6. Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

4. NATO Procurement and Sustainment Information Protection

- 4.1. The governed supply chain security program shall address NATO procurement and sustainment information protection.
- 4.2. This area addresses the protection of all NATO information handled during the operation of the CIS product and all the services linked to its usage. It covers Information related to the support service and the hotline involved in the maintenance of the product during the sustain phase; Information required by an ancillary service, like signature pushing, necessary for the correct operation of the product and any residual information in equipment handled all along the sustain and end-of-life phases and scrap management. The vendor shall address these issues by:
 - 4.2.1. Using of cryptographic mechanisms and products to protect sensitive information exchanged ;
 - 4.2.2. Setting up Information access controls
 - 4.2.3. Enforcing a network security policies regarding confidentiality consistent with the sensitivity data handled, which may include parameters for use of third party cloud service providers
- 4.3. The CIS product vendor, to improve its practices, should:
 - 4.3.1. Secure and control NATO and procurement and sustainment information in a manner such that:
 - 4.3.2. it limits the use for intended purpose;
 - 4.3.3. Limits the access to authorized personnel compliancy with need-to-know concept and cleared at the appropriate NATO level;
 - 4.3.4. Ensures segregation from that of other customers (e.g. separate information system customer directories).
 - 4.3.5. Ensure confidentiality of information during storage, scrapping and while in transit, using techniques as permitted by NATO directives.
 - 4.3.6. Implement all procedures and technical measures to prevent leakage of NATO procurement and sustainment information;
 - 4.3.7. Ensure anonymization or confidentiality of shipping and information gathered during the support and maintenance phases;
 - 4.3.8. Periodically have access control procedures, including visitor access, and all technics used to prevent leakage of information audited by independent control office.
 - 4.3.9. Ensure confidentiality of design and development information that could jeopardize product security.

5. Vendor Physical and Personnel Security

- 5.1. The governed supply chain security program shall address vendor physical and personnel security.
 - 5.1.1. This area of personnel security describes the practices to protect NATO's operational or business confidential information when employees and contractors have physical access to such information on Vendor premises. It shall address, at least, the following:
 - 5.1.1.1. Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level

- 5.1.1.2. Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level
- 5.1.2. The CIS product vendor, to improve its practices, should:
 - 5.1.2.1. Implement applicable physical access controls for entering as well as exiting facilities.
 - 5.1.2.2. Periodically have development and loading premises, including all remote network access point audited by independent control office
 - 5.1.2.3. Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.
 - 5.1.2.4. Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:
 - 5.1.2.4.1. Security and information protection practices against social engineering, phishing, malware etc.
 - 5.1.2.4.2. Information systems access
 - 5.1.2.4.3. Security incident detection and reporting
 - 5.1.2.4.4. Response to burglary, robbery and in-transit theft
 - 5.1.2.4.5. Visitor access and challenging un-identified persons or vehicles
 - 5.1.2.4.6. Management and disposal of scrap
 - 5.1.2.4.7. Detection of counterfeit items and malicious modification

6. Security in Service Management

6.1. The governed supply chain security program shall address security in service management.

- 6.1.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated - e.g. online services like signature server - and maintained – e.g. online update server - in an event of a service disruption. It shall address, at least, the following:
 - 6.1.1.1. Security in Business Continuity Planning issues;
 - 6.1.1.2. Business Continuity Plan Testing procedures;
 - 6.1.1.3. Activity Recovery Plan.
- 6.1.2. The CIS product vendor, to improve its practices, should:
 - 6.1.2.1. Implement security controls as part of business continuity efforts (e.g., processes, location) to ensure confidential information is protected during periods of disruption.
 - 6.1.2.2. Implement vulnerability survey, both from customers and open sources.
 - 6.1.2.3. Post-sale services and configuration support
 - 6.1.2.4. Test business continuity plans for security periodically and update them based on the results of the testing.

7. Security in Incident Management

7.1. The governed supply chain security program shall address security in incident management.

7.1.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:

7.1.1.1. Incident handling and response procedures

7.1.2. The CIS product Vendor should:

7.1.2.1. Establish capabilities to identify and respond to security incidents.

7.1.2.2. Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.

7.1.2.3. Review incident response plan periodically and update based on evolving security risks and threats.

7.1.2.4. Vulnerability review and impact analysis on CIS product facilities.

7.1.2.5. Implement analysis of 0-day incidents, including their impact on the supply chain.

8. 3rd Party Supplier Management

8.1. The governed supply chain security program shall address 3rd party supplier management.

8.1.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make Supply chain security statement of their underlying suppliers available to the contracting authorities.

8.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

Annex B- 17. Disclosure of Involvement of Former NCI Agency Employment

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

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

The Bidder hereby certifies that:

- ☐ Its personnel, at any tier, working as part of the company's team preparing the Bid have not held employment with NCI Agency within the last two years.
- ☐ It has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B-17 of this IFB):

Employee Name	Former NCI Agency Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-17.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

1. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
2. Former NCI Agency Personnel will not be accepted as consultants or commercial counterparts for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff members, agents or consultants of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
3. In addition to paragraph 2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency from engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the Agency Supervisory Board (ASB).
4. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities’ not-yet-authorized release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.

6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

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 € 1,000,000 (one Million Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-15575-BMD dated _____.

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

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

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the best value 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 N 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. IFB-CO-15575-BMD Non-Disclosure Undertaking

1. COMPANY SIGNING THE UNDERTAKING

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

2. BACKGROUND

In order to allow potential bidders to prepare a bid under IFB-CO-15575-BMD, Confidential Information, as defined below, will be released to potential Bidders that have duly executed this Undertaking.

3. CONFIDENTIAL INFORMATION

For the purposes of this Undertaking, Confidential Information shall include the following items, regardless of the classification marked on the documents :

- All Documentation and materials included in BMD IFB Bidders’ library
- All documentation and briefings supporting the BMD bidders conference

4. RIGHT OF USE

4.1 Company is authorised to use the Confidential Information for the sole purpose of preparing a bid for IFB-CO-15575-BMD and for a limited period not to exceed the completion of the bid evaluation period (as notified by the Purchaser) for IFB-CO-15575-BMD. This period shall be extended automatically if Company is determined to be the Successful Bidder until the effective date of Contract CO- IFB-CO-15575-BMD, which shall then govern the terms of use and disclosure of the Confidential Information.

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

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

4.4 On completion of the bidding process in relation to Invitation For Bid IFB-CO-15575-BMD and at the latest five (5) working days after notification that Company is not the successful Bidder, Company shall return to NCI Agency, or destroy, the Confidential Information and provide NCI Agency with a written statement that Company has returned the original Confidential Information and all copies or destroyed the original Confidential Information and all copies.

5. NON-DISCLOSURE

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

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

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

6. DISPUTE RESOLUTIONS

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

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

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

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

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

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

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

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

7. GENERAL PROVISIONS

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

On behalf of Company

Name:

Title:

Date:

Annex E. Clarification Requests Form

Company Name _____ Submission Date _____

INVITATION FOR BID IFB-CO-15575-BMD

CLARIFICATION REQUESTS FORM

ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTION	ANSWER	Status
A.1				
A.2				
A.3				

PRICE				
Serial NR	IFB REF	QUESTION	ANSWER	Status
P.1				
P.2				
P.3				

TECHNICAL				
Serial NR	IFB REF	QUESTION	ANSWER	Status
T.1				
T.2				
T.3				

Annex F. IFB-CO-15575-BMD CV Template

Company name

Proposed Role: [Click here to enter text](#)

Key Personnel: ☐

Proposed Team:

Clearance Level:

[Please select](#)

[Please select](#)

Employment History		
Company (most recent first)	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Company	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Company	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Summary of other experience		

Click here to enter text

Education, Qualifications and Professional Membership

Year	Qualification	Institution	Grade/Level

Relevant Experience

BMD Domain Experience *(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited¹)*

Summary of experience with NATO and National BMD systems and capability areas

Role-Specific Skills and Experience *(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited¹)*

Summary of skills and experience relevant to the proposed role

Tools and Methodologies *(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited¹)*

Summary of experience with relevant tools and methodologies

International Working Environments

Summary of experience working in NATO or similar international working environments

Language Proficiency *(as defined in STANAG 6001)*

	Listening	Speaking	Reading	Writing
English (working language)	Select Level	Select Level	Select Level	Select Level

- 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

Annex G. Cross Reference - Traceability Matrix

Company Name _____

INVITATION FOR BID

IFB-CO-15575-BMD

CROSS REFERENCE - TRACEABILITY MATRIX

Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
1. Engineering			
3.6 4.2.4.3.3 4.5.2	8.3	Qualifications and experience of proposed personnel for the Engineering Lead, Senior System Architect and two Senior System Engineers referenced in SOW section 8.3	
3.6 4.2.4.3.3 4.5.2	3.6.4 3.6.5	Realistic Manpower and Effort Assessment for the activities related to System Engineering augmentation and to Integration, Testing and Transition of NATO BMC3I Systems to Operation as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS	
3.6 4.2.4.3.3 4.5.2	5.2 3.6.4 3.6.5	Understanding of Validation, Verification & Service Transition as provided by the Bidder in the draft PWBS, the draft PMS and the proposed update to the PMTP	
3.6 4.2.4.3.3 4.5.2	5.2 5.5 3.6.4 3.6.5	Understanding and application of toolset usage as provided by the Bidder in the draft OIMP, the draft PWBS, the draft PMS, and the proposed update to the PMTP	

2. Supportability			
3.6 4.2.4.3.4 4.5.3	5.4.1.2 5.4.2.1	Demonstrated Ability to operate a Test Bed and integrate remote and local systems as provided by the Bidder in the proposed update to the ITB Service Delivery Plan (SDP) and the proposed update to the Integrated Logistics Support Plan (ILS Plan)	
3.6 4.2.4.3.4 4.5.3	8.3	Qualifications and experience of proposed personnel for ITB Lab Manager and V&V Issue Manager as per SOW section 8.3	
3.6 4.2.4.3.4 4.5.3	3.6.4 3.6.5	Realistic Manpower and Effort Assessment for the operation and support of the ITB as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS	
3.6 4.2.4.3.4 4.5.3	5.5	Suitability of the Issue & Observation Management approach as described by the Bidder in the draft OIMP	
3.6 4.2.4.3.4 4.5.3	5.2	Quality of the engineering approach of the proposed update to the Programme Master Test Plan ITB as provided by the Bidder	
3.6 4.2.4.3.4 4.5.3	5.4.1.2 5.4.2.1	Quality of the approach related to the ITB lab maintenance as provided by the Bidder in the proposed update to the ITB Service Delivery Plan (SDP) and the proposed update to the Integrated Logistics Support Plan (ILS Plan).	
3.6 4.2.4.3.4 4.5.3	5.4.3.6	Quality of the legibility and understandability of the example training materials as provided by the Bidder (noting that the examples provided may not necessarily be related to the ITB)	

3. Management			
3.6 4.2.4.3.5 4.5.4	3.6.4 3.6.5	Realistic Manpower and Effort Assessment related to the project management activities and the support to the BMD Programme Management activities (including Quality Assurance and Configuration Management) as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.	
3.6 4.2.4.3.5 4.5.4	8.2	Qualifications and experience of the proposed personnel for the Project Management Team (including Quality Assurance and Configuration Management).	
3.6 4.2.4.3.5 4.5.4	3.6.3 3.6.4 3.6.5	Suitability of the project planning as provided by the Bidder in the draft CPMP, the draft PMS and the draft WBS	
3.6 4.2.4.3.5 4.5.4	3.6.3 3.6.6 3.6.7.3 3.6.8	Suitability of Configuration Management, Risk Management, Quality Assurance approaches as provided by the Bidder in the draft CPMP, the draft QAP and the draft CMP	
3.6 4.2.4.3.5 4.5.4	3.6.3	Bidder Qualifications based on corporate experience (including BMD area) and corporate structure and demonstrated capabilities in effective Subcontractor management, including Export Control management, as provided by the Bidder in the draft CPMP	

4. Transition-in (pass/fail criteria)			
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to manage the project activities, including configuration management, quality management, lessons learned and export control regulations	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to monitor transition period and conduct quality assurance & control activities to verify that they are executed in accordance with plans and processes	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to support the BMD Programme in term of Risk Management, Configuration Management and Quality Management.	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to update Target and Transition Architectures with their corresponding architecture views, system and interface requirements[1] in accordance with the CM process using the available tools	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to execute impact assessments of changes at Architecture, requirements or interface level and provide recommendations for implementation	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to verify status of the architecture in the VCRI/VCRM	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to use the ITB Open Framework Services	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to set up distributed test architecture	

3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to connect National Representations to the ITB	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to develop test plans and test cases	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to prepare and conduct verification test events	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to conduct the existing Observation and Issue Management process	
3.6 4.2.7 4.5.5	6.1 3.6.4 3.6.5	Contractor's ability to use Data Warehouse and Observation and Issue Data Base	

IFB-CO-15575-BMD

**BALLISTIC MISSILE DEFENCE
SYSTEM ENGINEERING AND INTEGRATION & TEST**

Project Serials No.:

**2005/0VA03019
2005/0VA03020**



BOOK II

PROSPECTIVE CONTRACT

NCIA CONTRACT	
1. Original Number ___ of	2. Po No: Page 1 of
3. Contract Number: CO-15575-BMD	4. Effective Date:
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency NATO HQ Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8335
7. <u>CONTRACT SCOPE/SCHEDULE OF SUPPLIES/SERVICES</u> This is a Contract for the Ballistic Missile Defence (BMD), System Engineering and Integration & Test project to be delivered in accordance with the terms and conditions specified herein.	
8. TOTAL AMOUNT OF CONTRACT : Firm Fixed Price	
9. PERIOD OF PERFORMANCE See Part 1 (Schedule of Services and Deliverables) and Part 2 (Special Provisions) attached hereto	10. LOCATION OF WORK As specified in Part 4 (Statement of Work) and Contractor's proposal
11. CONTRACT AGREEMENT: This document (hereinafter referred to as the "Signature Page"), and all the documents indicated under Clause 2 "Order of Precedence", following named documents, where indicated incorporated by reference, constitute the entire Agreement between the Parties (hereinafter referred to as the "Contract" or the "Agreement"): (i) Part 1. Schedule of Supplies and Services (ii) Part 2. Special Contract Provisions and Annexes (iii) Part 3. NCIO General Provisions and Annexes (iv) Part 4. Statement of Work and Annexes (v) Other documents indicated under Clause 2 "Order of Precedence" In the event of any conflict or inconsistencies between or among any of the documents comprising this Agreement, the order of priority specified in clause 2 "Order of Precedence" of the Contract Special Provisions shall be applied.	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

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CO-15575-BMD

BALLISTIC MISSILE DEFENCE

SYSTEM ENGINEERING AND INTEGRATION & TEST

PART I - CONTRACT SCHEDULES

(THIS SECTION WILL BE DERIVED FROM THE BIDDING SHEETS SUBMITTED BY THE SUCCESSFUL BIDDER)

NATO UNCLASSIFIED

IFB-CO-15575-BMD

NATO UNCLASSIFIED

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BALLISTIC MISSILE DEFENCE

SYSTEM ENGINEERING AND INTEGRATION & TEST

PART II - SPECIAL CONTRACT PROVISIONS

PART II – SPECIAL CONTRACT PROVISIONS

1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

1.1. This Clause hereby supplements Clause 2 of the NCIO General Provisions.

1.2. As used throughout this Contract, acronyms shall be spelled out on first occurrence.

2. ORDER OF PRECEDENCE

2.1. This Clause hereby supersedes Clause 1 of the NCIO General Contract Provisions.

2.2. If there is any conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in this Contract, the conflict shall be resolved in accordance with the following order of precedence:

2.2.1. The Signature Page

2.2.2. Part I (Contract Schedule of Supplies and Services)

2.2.3. Part II (Special Contract Provisions) and Annexes

2.2.4. Part III (NCIO General Contract Provisions) and Annexes

2.2.5. Part IV (Statement of Work)

2.2.6. The Purchaser's provided clarifications, issued throughout the bidding period relevant to IFB-CO-15575-BMD

2.2.7. The Contractor's proposal (Technical Proposal and Price Quotation) in response to IFB-CO-15575-BMD dated [date] and any clarifications thereto, incorporated herein by reference.

3. SCOPE OF WORK

3.1. The BMD Programme, set out in the Capability Package CP 0A1303REV1, encompasses eleven implementation projects. At the core of the Programme implementation are the following two projects related to the provision of capabilities for programme management and oversight, architecture design and implementation oversight, and integration and testing of the architecture: 2005/0VA03019 (System Engineering) and 2005/0VA03020 (Integration & Test).

3.2. The contractor shall provide services and supplies to cover all BMD performance and deliverables necessary to programme oversight, architecture design and implementation oversight, and integration and testing of the architecture as specified in Part 1 the Schedule of Supplies and Services (SSS) attached in accordance with Part IV - Statement of Work (SOW) for the consideration of the prices stated in Part I - Schedule of Supplies and Services (SSS).

4. PARTICIPATING COUNTRIES

4.1. The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, THE CZECH REPUBLIC, CROATIA, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVENIA, SLOVAKIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

4.2. The Contractor may issue sub-Contracts to firms and purchase from qualified vendors in any NATO member country. None of the work, including project design, labour and services, shall be performed other than by firms from and within participating countries.

4.3. 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 country.

4.4. The intellectual property rights to all designed documentation and 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. Failure to meet these conditions shall be a basis for termination for default.

5. CONTRACT TYPE

5.1. This Clause hereby supersedes Clause 7 of the NCIO General Contract Provisions.

5.2. The Basic Contract is a Firm Fixed Price Contract for duration of 4 Years, but also contains CLINs with only fixed unit prices (for labour and services) and a not-to-exceed value or quantities which are to be liquidated in accordance with the Contract terms as stipulated below.

5.3. CLIN 2 contains a not-to-exceed total value and is performed by a number of FTEs identified in Section 4 of the SOW, on a Level of Effort basis at fixed rates identified in the Schedule of Forward Labour Rates at Part I. The Purchaser reserves the right to adjust this number of FTEs (reduction or increase) but without exceeding the total price limit indicated in CLIN 2 of the Schedule of Supplies and Services (SSS). Such adjustment shall be applicable for the remaining period of performance, and decided by the Purchaser no later than 90 days before the end of each year following PSD. All these FTE's identified by the Contractor will exclusively work on a Level of Effort basis for CLIN 2 and are not allowed to work on other CLINs.

5.4. CLINs 5 and 14 (and Optional CLIN 9 and 13 if exercised) contains a not-to-exceed total value for all Purchaser Directed travel as described in Clause 12 below.

5.5. Furthermore, the SSS also contains CLINs under Task Orders which contain indicative quantities at fixed unit prices and a not-to-exceed total price as described in Clause 9 below.

5.6. The Total 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 Total Price except as may be authorised under certain provisions of this Contract.

5.7. The Contract has also options for a number of extensions for in total up to an additional 4 years as well as optional Test events.

6. INVOICES AND PAYMENT TERMS

6.1. Payment for supplies and services furnished under this Contract shall be made in the currency (ies) quoted by the Contractor for the relevant portion of the Contract.

6.2. The Contractor shall render all bills in a manner which shall provide a clear distinction between the costs associated with CLIN, consistent with their separation in the Part I, the Schedule of Supplies and Services of this Contract. All bills shall clearly indicate Contractor assertions regarding allowability and allocability with respect to precluding overlap between the CLINS and double charges. The Contractors business processes and cost collection data, tools, reports etc. shall be made available to NATO when requested at no additional charge.

6.3. Payments defined at para 6.10 below of this Contract Special Provisions are subject to the Purchaser's Acceptance in writing of all deliverables due to the date or progress milestone specified for the payment.

6.4. No payment shall be made with respect to undelivered supplies, works not performed and/or services not rendered.

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

6.6. All invoices shall be addressed to the designated authority as specified by the Purchaser, which, for the purposes of this Contract, shall be the **NCI Agency**, and shall include the **Purchase Order Number**, Contract Number, Amendment Number (if any) and the Contract Line Item(s) (CLIN) as they are identified in the priced Schedule of Supplies and Services indicated in the signature sheet

6.7. Each copy of the invoice shall contain the following certificate:

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

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

6.9. Each invoice should include the appropriate details of the bank that the contractor wishes remittance to be made. This should include all relevant data including address banks codes etc.

6.10. Invoices shall be submitted to:

NCI Agency - Accounts Payable
Boulevard Léopold III
B-1110 Brussels
Belgium
Electronic address : accountspayable@ncia.nato.int

6.11. Subject to the above, payment for the items under this Contract shall be made in accordance with the following Payments conditions:

6.11.1. CLIN 1: The Contractor will submit Invoices at the end of each quarter following PSD (e.g. at PSD+3Ms, PSD+6Ms...) for a value of 6.25% of the total CLIN value

6.11.2. CLIN 2: The Contractor will submit Invoices at the end of each quarter following PSD for the total value of work performed by the system engineers at the rate set forth in the Forward Labour Rates of the SSS subject to monthly timesheets approved by NCI Agency SE Section Head.

6.11.3. CLIN 3: The Contractor will submit Invoices at the end of each quarter following PSD for a value of 6.25% of the total CLIN value for services and deliverables performed during the past quarter.

6.11.4. CLINs 4: The Contractor will submit Invoices for each Task Order as follows :

- 10% of the total value of the Task Order after successful Purchaser Acceptance of TIM1
- 20% of the total value of the Task Order after successful Purchaser Acceptance of TIM3 Deliverables
- 40% of the total value of the Task Order after successful Purchaser Acceptance of the Quick Look Report
- 20% of the total value of the Task Order after successful Purchaser Acceptance of the Test Report.
- 10% of the total value of the Task Order after successful Purchaser Acceptance of the Final Test Report (Nations Acceptance).

6.11.5. CLINs 5 and 14.6: The Contractor will submit Invoices at the end of each quarter following PSD actual incurred costs of travel

and per diem as indicated in Clause 12 below.

6.11.6. CLIN 14.2, 14.3 and 14.4.1 to 14.4.3: At EDC +2 months the Contractor will submit an Invoice of 100% of the value for every SubCLIN following Purchaser acceptance in writing of the services performed.

6.11.7. CLIN 14.1, 14.4.4 to 14.4.10 and 14.5: At the end of the Transition-in Period, the Contractor will submit an Invoice of 100% of the value following Purchaser acceptance in writing of the services performed.

6.11.8. CLIN 15 : For each SubCLIN the Contractor will submit an Invoice of 100% of the value following Purchaser acceptance in writing of the services performed.

6.12. Invoicing for Contract Options (if exercised):

6.12.1. CLINs 6 and 10: The Contractor will submit Invoices at the end of each quarter following Performance Start Date (e.g. at PSD+3Ms, PSD+6Ms...) at 12.5 % each of the total CLIN value.

6.12.2. CLINs 7 and 11: The Contractor will submit Invoices at the end of each quarter following PSD each for 12.5% of the total CLIN value for services and deliverables performed during the past quarter.

6.12.3. CLINs 9 and 13: The Contractor will submit Invoices at the end of each quarter following PSD actual incurred costs of travel and per diem as indicated in Clause 12 below.

6.12.4. CLIN 16: For each Test Exercise the Contractor will submit an Invoice of 100% of the value following Purchaser acceptance in writing of the services performed.

6.12.5. CLINs 8 and 12: The Contractor will submit Invoices for each Task Order as follows :

- 10% of the total value of the Task Order after successful Purchaser Acceptance of TIM1
- 20% of the total value of the Task Order after successful Purchaser Acceptance of TIM3 Deliverables
- 40% of the total value of the Task Order after successful Purchaser Acceptance of the Quick Look Report

- 20% of the total value of the Task Order after successful Purchaser Acceptance of the Test Report.
- 10% of the total value of the Task Order after successful Purchaser Acceptance of the Final Test Report (Nations Acceptance).

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

7. CONTRACTOR RESPONSIBILITY

7.1. Notwithstanding the right of the Purchaser to review the Contractor's efforts and progress, and particularly with reference to, specifications, and data items and other deliverables, which may be provided for elsewhere in this Contract, it is expressly understood that the Contractor is completely responsible for the compliance of Contract end items with the provisions of this Contract, and any reviews and approvals given by NCI Agency do not relieve the Contractor of this responsibility.

8. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

8.1. This Clause hereby supplements Clause 19 of the NCIO General Contract Provisions.

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

8.3. If in case of short term (less than 3 months per year) extra assignments of new Contractor staff are deemed necessary by the Purchaser during the course of this Contract; the prices for these labour categories of short term assignments shall be within the range of 10% of the rates listed for comparable labour services and skills in the Contract Schedules at Part I.

8.4. The Contractor shall be bound by the stated labour rates and COTS components prices.

8.5. Section 4 of the Schedule of Supplies and Services "COTS SW Data Sheets" provides pricing information relevant to any COTS

Products necessary for the purpose of successfully performing all Contract tasks. The Purchaser reserves the right to provide COTS hardware and software products as Purchaser Furnished Equipment, should it be possible for the Purchaser to get better prices through existing Enterprise Agreements or Basic Ordering Agreements. The Contractor will be notified by the Purchaser Contracting Authority in writing as to what COTS items will be removed from the contract scope, and the contract price shall be adjusted in accordance with the pricing information provided under Section 4 of the Schedule of Supplies and Services.

9. TASK ORDERS

9.1. The following CLINs of the Contract Schedule of Supplies and Services represent Indefinite Delivery/Indefinite Quantity services:

- CLIN 4
- Optional CLIN 8
- Optional CLIN 12
- Optional CLIN 16

9.2. The Purchaser anticipates both projected and incidental needs of these services but cannot provide the exact details on the dates, specific deliverables, and quantities. The quoted unit prices are firm fixed prices throughout the duration of the contract and are independent of the actual quantity of units or other options exercised nor shall it impact the execution of any other CLINs. The Purchaser is not obliged to exercise any option or quantity. The quantities stated in the SSS are only indicative. However the total price of each CLIN is a Not To Exceed total amount.

9.3. Please note the indicative quantity for CLIN 8.4.1 and 12.4.1 is zero, however should the Purchaser require such an event, it will be exercised at the unit price of CLIN 4.4.1 augmented by the same mark-up ratio used from CLIN 4.4.2 to CLINs 8.4.2 and 12.4.2 respectively.

9.4. If the Purchaser requires these additional services, the Purchaser will, in advance of the issuance of the Task Order agree with the Contractor on a Project Specification Document (PSD) describing a detailed scope and performance period as described in the Statement of Work.

9.5. Task Orders will be issued in writing by the Purchasing Contracting Authority in the format specified at Annex J – Task Orders minimum thirty (30) calendar days before the required Performance Start Date and are priced in accordance with the relevant Unit Prices defined in the SSS.

9.6. Task Orders may only be issued within the duration of the Contract pursuant this Clause and as stipulated in the SOW.

10. OPTIONS

10.1. CLINs 6 to 13 and CLIN 16 of the Contract Schedule of Supplies and Services represent Contract options for additional work or extensions to be performed by the Contractor within the framework of this Contract.

10.2. The quoted unit prices are firm fixed prices throughout the duration of the contract and are independent of the actual quantity of units or other options exercised nor shall it impact the execution of any other CLINs. The Purchaser is not obliged to exercise any option or quantity.

10.3. Such Options may be exercised at the sole discretion of the Purchaser. Exercise of Options will be notified to the Contractor via the issuance of a formal Contract Amendment signed by the Purchaser's Contracting Authority and this minimum ninety (90) days before the required Performance Start Date.

10.4. The option(s) may be exercised within a period of 8 years after the Effective Date of the Contract, after which the option(s) will be deemed to have expired.

11. PERFORMANCE INCENTIVE

11.1. The Contractor may earn an incentive payment for exceptional performance, subject to the specific approval of NATO authorities. Incentives will be applied regarding the benefit provided to the BMD

Programme in term of time, cost, risk, quality and performance. High level criteria for such an award are anticipated to be the following:

11.2. Time criteria

11.2.1. substantially shortening the lead time of achievement of significant milestones in terms of contract requirements leading to improve the Programme delivery schedule.

11.2.2. providing timely solutions to concerns of NATO stakeholders that surpass expectations in terms of the contract requirements.

11.3. Cost criteria

11.3.1. Introducing approaches or technologies that demonstrably reduce manpower and total cost of ownership for NATO and NATO nations in implementing, delivering, and maintaining the BMD Capability leading to improve the Programme delivery cost.

11.4. Risk criteria

11.4.1. Identifying and mitigating project and Programme risks and issues that lead to substantial savings in cost and schedule.

11.5. Quality criteria

11.5.1. Introducing innovative approaches or advanced technological solutions that improve or automate processes and expand or enhance the quality of the delivered products at project and Programme level.

11.5.2. Providing products of quality that surpass expectations in terms of the contract requirements,

11.6. Performance criteria

11.6.1. Executing additional activities in response to unforeseen or unplanned needs.

11.6.2. Executing additional activities to improve the Programme performance.

11.7. Upon the Performance Start Date (PSD) of Year 1, and every twelve (12) months thereafter, the Parties will agree a set of goals,

standards and KPIs for the upcoming twelve (12) month period against which Contractor eligibility for the incentive payment will be assessed. The Purchaser will make a determination as to the amount of Incentive Payment is available in that rating period, with a maximum of 5% of the Total Contract price for the total Contract duration. If the Parties fail to agree within a reasonable time on such goals, standards and KPIs, the incentives for the year can be carried forward to the next year.

11.8. At the end each twelve month period, the Contractor will issue a report providing its assessment on performance against the goals and standards and KPIs for that period. The Purchaser will evaluate the report to determine if incentives payment are applicable (partially or fully) or not.

11.9. If the Contractor disagrees with the findings, the Contractor can issue a rebuttal to the Purchaser within 21 days of the issuance of the Purchaser evaluation introducing any facts or opinions that may bear on the matter. The Purchaser will consider the rebuttal by the Contractor and will issue a final determination on the matter. Such determination is not subject to the provisions of the Contract concerning disputes, the Contractor shall have no recourse or appeal of this action.

11.10. If the Purchaser determines that an Incentive Payment is warranted, the Contractor can issue an invoice for the agreed amount.

12. PURCHASER DIRECTED TRAVEL

12.1. Any official travel by Contractor's Personnel from the place of duty performed shall be authorized and approved by the Purchaser. They will be conducted in accordance with the paragraphs below.

12.2. Departure and return points for all travel shall be the duty location unless coordinated beforehand with the Purchaser.

12.3. Contractor's Personnel may be required to travel by commercial and military means or by their own private vehicles.

12.4. Contractor's travels will be planned at least one month in advance and agreed by the supported entities and the Purchaser.

12.5. NATO A3/A4/A5 per diem rates will apply. Reimbursement will be made on the basis of these rates and not on "actual costs" incurred.

12.6. Expenses incurred for travel shall be billed at a cost "not to exceed" economy air or first-class rail ticket. Rates of compensation for

personal automobile used in travel and of per-diem shall be that of a NATO employee as cited in the NATO rates charts. These rates shall be updated on a yearly basis.

12.6.1. Per Diem will not be paid for one day trips between SHAPE or Brussels, Belgium and The Hague, Netherlands and vice versa as people are expected to return every day to their initial location, but travel costs in accordance with the foregoing paragraphs may be claimed. For 2020 the transportation cost by car between SHAPE and Brussels is fixed at 70 EUR (not necessary per person if all in one car). Between SHAPE and The Hague the fixed transportation cost is 134.90 EUR (not necessary per person if all in one car). For subsequent years the Contractor will be informed of the new values applicable for above mentioned fixed transportation costs.

12.6.2. Other destinations: actual travel cost (economy air or first-class train). By car: 0.50 EUR per km but never more than price of first-class train.

12.7. The Contractor is responsible for insuring its own personnel. Travel will not be required in hazardous areas (e.g. ISAF). The Purchaser accepts no liability for any loss or damages whatsoever caused as a result of Purchaser directed travel.

12.8. Contractor's personnel travelling on weekends or public holidays on a Purchaser requested travel will not be entitled to charge those days as work days.

12.9. Invoices for the travel expenses shall be submitted quarterly in arrears with the proper justifications attached, to allow their reimbursement by the Purchaser.

12.10. The travel cost shall not exceed the available funds in CLIN 5, 9, 13 and 14.6. In case 75% of the originally allocated funds (for each CLIN) have been spent, the Contractor shall notify the Purchaser accordingly. The Contractor may decline a Purchaser's travel request in case 90% of the originally allocated funds are spent.

13. RISK OF LOSS OR DAMAGE

13.1. This Clause hereby supplements Clause 24 of the NCIO General Contract Provisions.

13.2. 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.

13.3. Notwithstanding paragraph 13.4 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure and Acceptance, at which time 13.4 above shall apply.

13.4. 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.

13.5. Notwithstanding paragraph 13.4 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure and Acceptance, at which time 13.4 above shall apply.

13.6. Notwithstanding paragraph 13.4 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.

14. COTS PRODUCTS REPLACEMENT

14.1. 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 at equivalent or enhanced performance without a price or life-cycle support cost increase.

14.2. 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.

15. NATO USE OF THIRD PARTIES

- 15.1. The Purchaser shall have the right to use third parties, including commercial entities, to assist it in the management of this Contract and the evaluation of the Contractor's performance.
- 15.2. The Contractor shall have the right to require third parties to sign a non-disclosure agreement that contains conditions normally considered reasonable by the Contractor's industry. Any third party non-disclosure agreement proposed by the Contractor shall be subject to approval by the Purchaser.
- 15.3. The Contractor shall permit such third parties full and free access to its premises, and all data (including software), deliverable and non-deliverable, generated and/or used under this Contract, as and when required for the purposes of monitoring this Contract and shall ensure the same right of access to the premises of its subcontractors, by the inclusion in any such subcontracts of a provision substantially as set forth in this Article. For the purposes of this Article, data shall not include financial data unless authorised by the Contractor, with the exception of any specialized commercial audit firms engaged by the NATO Contracting Authority or National audit agencies.

16. CONTRACT ADMINISTRATION

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

16.2. The Contractor shall accept Contract modifications only in writing from NCI Agency Contracting Authority.

16.3. All notices and communications between the Contractor and the Purchaser shall be written in English and may be personally delivered, mailed, telegraphed, cabled or faxed at the following address:

Contractor:

Attn:

Tel:

e-mail:

NCI Agency:

Boulevard Leopold III

1110 Brussels, Belgium
Acquisition
Attn: Mr. Martin Steenwege (Senior
Contracting Officer)
Tel: +32.2.707.83.35

e-mail: martin.steenwege@ncia.nato.int

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

17. TECHNICAL DIRECTION

17.1. For its direct official control and coordination requirements, the Purchaser designates the ...(*BMD Staff*)..... 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
The Netherlands
Attn:

Tel :

17.2. The Purchaser may designate other staff elements as technical focal points for the execution of specific tasks.

17.3. Notwithstanding the prescriptions of this Clause, the Technical Direction referred herein does not imply authority to change the financial or technical scope of the contract.

18. LIQUIDATED DAMAGES

18.1 Clause 38.1 of the NCIO General Contract Provisions is hereby substituted with following Clause:

If the Contractor:

- 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

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- 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
- 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 working day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of 0.5% (zero point five per cent) per calendar day of the associated CLIN value set forth in the Schedule of Supplies and Services.

In lieu of the liquidated damages of 0.5% per calendar day as described above, if the Contractor failed to perform the services for ITB availability as specified in SOW para 5.4 the Contractor shall be charged with €25,000 per calendar day (capped to a maximum of 15% of the total value of CLIN 3) of unavailability of the ITB system following the maximum time to restore service, for the damages directly arising out of the failure to perform the services as specified in the SOW.

18.2. Clause 38.4 of the NCIO General Contract Provisions is hereby substituted with following Clause:

Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in paragraph 18.1 to 15% of the value of each CLIN value with a maximum aggregated sum of 10% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

18.3. Clause 38 of the NCIO General Contract Provisions is hereby supplemented as follows:

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

- By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
- By drawing from the performance guarantee.
- By reclaiming such damages through appropriate legal remedies.

19. CONTRACTOR'S EMPLOYEES

19.1. 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.

19.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor's employees, agents, or representatives are not eligible for any diplomatic privileges nor NATO employee benefits.

19.3. The Contractor shall inform his employees, agents, and representatives under this Contract of the terms of the Contract and the conditions of the working environment.

19.4. Full Time Equivalent (FTE) for Contractor's personnel working at NATO facilities under CLIN 2 for Systems Engineering shall represent 220 working days of a standard 8 hours a day from Monday through Friday. The daily start and end times are set by the Purchaser's Technical Representatives.

19.5. Contractor's personnel working at NATO facilities shall observe local NATO holidays (the ones applicable to the NATO site where the individual is supposed to work at the corresponding time). Access to NATO facilities on weekend or holiday period will only be available at the discretion of the local authorities. Any request for time off shall be coordinated and approved in advance by the NATO Technical Representative or his representative.

20. KEY PERSONNEL

20.1. Contractor's employees or agents specifically identified in ANNEX B shall be considered as key personnel for the performance of the Contract. Without prejudice to other applicable stipulations of the contract, key personnel shall be subject to the terms and conditions specified below.

20.2. A key personnel assigned to this Contract shall remain working on the Contract for as long as required by the terms of the present Contract unless the Purchaser agrees to a replacement who is equal or better qualified. Such a replacement will be in accordance with article 20.7 and is without extra cost to the Purchaser, this includes not a higher rate of

the nominee and a suitable free of charge hand over period for the accepted nominee.

- 20.3. Any change of status or reorganisation of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganisation is promulgated.
- 20.4. The Contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of key personnel non-availability that may endanger the performance of services or deliverables set in the contract.
- 20.5. All Key Personnel must certify and sign the Declaration attached hereto at Annex A and provide it to the NCI Agency Contracting officer prior to the commencement of any performance under this Contract.
- 20.6. The Purchaser reserves the right to reject a Contractor's staff member after prior acceptance if the Purchaser determines during Contract performance that the individual is not providing the required level of support. The Purchaser will inform the Contractor in writing in case such a decision is taken, and the Contractor shall propose a replacement within fifteen (15) days after the Purchaser's written notification.
- 20.7. The Purchaser shall approve any replacement or additional key personnel according to the following procedure:
- 20.7.1. The Contractor shall provide the name(s) and qualifications statement(s) of a nominee(s) for review (as defined in para 20.7.2) by the Purchaser a least twenty (20) days before the intended date of replacement or the date when the nominee(s) is/are required to start work under the contract. Contractor nominee(s) shall be interviewed and approved by NCI Agency, before substitution acceptance is granted in writing by the Purchaser contracting Authority.
- 20.7.2. The Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:
- Full details of professional and educational background;
 - Evidence that the nominee is equal or better qualified than the to be replaced individual.
- 20.7.3. If the Purchaser accepts the nominations, this acceptance will be notified in writing to the Contractor, who will be authorized to

assign the nominated personnel to the Contract on the date(s) established in the stated notification.

20.7.4. If the Purchaser considers a nominee or nominees to be inappropriate for the required services, the Contractor will be so notified and shall have not more than ten (10) days (+ remaining days of elapsed twenty (20 days) of para 20.7.1) to submit alternate nominees.

20.8. If the Contractor fails to provide in due time a compliant candidate, the Purchaser reserves the right to provide a replacement from a Third Party and/or may terminate this Contract in whole or in part as provided in the first paragraph of the clause 39 entitled "Termination For Default" of the NCIO General Contract Provisions, and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "Termination For Default" clause, for such liquidated damages accruing until such time as the Purchaser may reasonably obtain delivery or performance of similar services.

20.9. The delay stated above shall be counted from the day the Purchaser notifies the Contractor, in accordance with paragraph 20.7.4 above, that the alternate nominees are considered to be non-compliant or inappropriate for the required services according to the requirements of the Contract.

21. INDEPENDENT CONTRACTOR

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

22. Intellectual Property Rights

22.1. This Clause hereby supplements Clause 30 of the NCIO General Contract provisions.

22.2. Contractor Background IPR

22.2.1. The Contractor intends to use the Contractor Background IPR stated in Annex G and H hereto for the purpose of carrying out work pursuant to this Contract.

22.2.2. The Contractor warrants, undertakes, and represents that

any derivative products that may be created under this Contract from the stated Contractor Background IPR shall be considered as Foreground IPR and, therefore, shall be governed by the terms and conditions specified in Clause 30 of the NC3O General Contract Provisions.

22.2.3. Any use of Contractor Background IPR as stated in ANNEX G and ANNEX H for the purpose of carrying out the work pursuant to the Contract shall, subject to any obligation on the part of the Contractor to make payments to any third party in respect of IPR which is licensed from such third party, be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable license to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR. In addition, the above licence allow the Purchaser to further re-transfer this Contractor Background IPR free of charge to companies eligible for NATO procurements working on BMC3I systems, including without limitation, developing, maintaining and operating future iterations of BMC3I systems.

22.2.4. Any use of Contractor Background IPR as stated in ANNEX G and ANNEX H, and unless specifically applicable to COTS items, is not limited to the number of users or the number of licenses required by the Contract for the use of the system. With the exception of COTS items, NATO reserves the right to use the Contractor Background IPR as stated in ANNEX G and ANNEX H for any number of users and number of licenses as required, at no additional cost to the Purchaser.

22.3. Third Party IPR

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

22.3.2. 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.

22.3.3. Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor,

the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use. The Contractor shall ensure that the Purchaser is granted a license in line with the requirements of the contract.

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

22.3.5. The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract and, particularly, Clauses 9 (Participating Countries) and 30 (Intellectual Property) of the Contract General Provisions. Contractor shall disclose in advance the open source licence associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g., post-back obligations).

22.4. IP-marking

All Software, except COTS, delivered under this Contract shall not be marked with corporate logos, propriety information or contain warnings limiting the rights to use or reproduction nor shall those markings be included in the operating and/or maintenance manuals or instructions accompanying such Software.

23. CONFIDENTIALITY AND NON-DISCLOSURE

23.1. 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".

23.2. 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.

23.3. 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.

23.4. 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.

23.5. The Contractor shall include the substance of the language of this clause in any subcontract/Contract issued for the purpose of the fulfilment of the obligations contracted under this Contract regardless of the legal nature of the entity subscribing such subcontract. Additionally, Contractor's key personnel mentioned in clause 20 (Key Personnel) above shall be required to sign the Non-Disclosure Certificate at ANNEX A.

23.6. 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.

24. CONFLICT OF INTEREST

24.1. 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.

24.2. 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.

24.3. 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).

24.4. The Contractor's notice called for in paragraph 24.2 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.

24.5. 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.

24.6. If the Contracting Officer in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Contracting Officer has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the contract.

24.7. 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.

24.8. Besides the para of this Clause above, the Contractors team may be required to access NATO sensitive documents and provides input to overall BMD related requirements. The Contractor shall maintain technical and programmatic objectivity in the implementation of this effort, especially as it relates to other acquisition opportunities and is therefore subject to the Organizational Conflict of Interest (OCI) Avoidance Plan in Annex C. Its purpose is to avoid, neutralize, or mitigate potential OCI issues that could result from the actions of individuals working under this Contract and it defines the restrictions imposed upon personnel and industry in order to avoid an OCI which could otherwise exclude Contractor from competing on future NCI Agency opportunities.

24.8.1. The requirements of the OCI Avoidance Plan shall apply to the Contractor, its employees, as well as its Subcontractors who perform work on site at NCI Agency The Hague and at any tier supporting the Contract at Bidder or Subcontractor location(s).

24.8.2. Each Company, as well as each individual employee of such Company performing work under the Contract, has responsibility for the protection of proprietary and competition sensitive information as defined below and shall rigorously control access to the below types of information. Material that is not marked under this Contract will be treated as sensitive information by default unless (i) it falls under one of exceptions to confidentiality or use below; or (ii) it is approved for release and further use by Contractor by the NCI Agency Contracting Officer.

Proprietary Information (PI) - means information provided in connection with this Contract (CO-15575-BMD). Proprietary Information excludes data: (1) expressly marked as public information or expressly as having no limitation on its use; (2) available from third parties without restriction on its use; (3) that becomes lawfully known from a source other than the disclosing party; (4) that is developed independently by the Contractor; or (5) that falls within the public domain.

Competition Sensitive Information (CSI) - means information that is unfairly competitively useful to the Contractor or its team members on future procurements. This includes information from competing contractors that could disclose plans, programs, designs, specifications, processes, and intentions to the detriment of the competing contractor as well as to the integrity of the overall

NATO program. This excludes data: furnished expressly without limitation on its use; or that is available to the Contractor, or its Team Members from other sources without restriction.

NATO Sensitive Information (NSI) - means financial and/or technical data possessed, controlled or being generated by any member of the Team for NATO pertaining to a forthcoming or envisioned NATO procurement(s) which has not been authorised for public release. Such information is frequently in the form of draft statements of work (SOW), and/or financial tracking sheets revealing funding data. Any technical data which may provide an unfair competitive advantage to a potential contractor is NATO Sensitive whether or not it is so marked.

Source Selection Information (SSI) - Data identified by NATO as Source Selection Sensitive to include source selection plans, technical evaluation of plans, technical evaluations of proposals, competitive range determinations, rankings of bids or proposals, or source selection reports whether or not they are marked "Source Selection Sensitive." Other information marked as "Source Selection Sensitive" by NATO shall be protected information.

24.8.3. The Contractor is to ensure that Contractor employees and subcontractor teammates supporting this Contract have signed and executed the Personal Non-Disclosure Agreement (PNDA) (Annex D). In addition, all persons providing support to this Contract shall be briefed by the Contractor on the OCI Avoidance procedures and shall exercise care, in accordance with those procedures, for ensuring that the established procedures are properly performed. Any Contractor or teammate personnel not supporting the Contract will be denied access to Information that is not publicly released by NATO. In addition, upon completion or termination/removal from the Contract each employee, subcontractor, and consultant shall sign the debrief form (Annex E) acknowledging that they understand their obligations concerning the protection of information and other obligations under the OCI Avoidance Plan.

24.8.4. Any violations of the OCI Avoidance Plan or the appearance of violation of any Plan(s) that has (have) been incorporated into the Contract, whether by Contractor personnel or subcontractors, shall be immediately reported to the NCI Agency Contracting Officer by the Contractor Contracts Manager. The report shall include a description of the violation or appearance of violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. The Contractor shall investigate all violations, Violation of this plan may be grounds for exclusion or non-

compliance of Contractor' or its subcontractor teammate's bids in current or future NATO procurement actions.

24.8.5. The obligation of confidentiality and non-use under the OCI Avoidance Plan shall continue to apply for a period of five (5) years after last disclosure of information to Contractor. The other obligations under this OCI plan shall continue for a period of two years after completion of individual's assignment to the contract CO-15575-BMD or until the award of a contract(s) under this OCI Avoidance Plan whatever comes later.

25. PURCHASER FURNISHED PROPERTY AND SERVICES

25.1. This Clause hereby supplements Clause 13 of the NCIO General contract Provisions.

25.2. The Purchaser shall provide the Contractor with property and services for the performance of the contract as listed in para 3.3 of the Statement of Work: This list may be further updated during the course of the contract, as required.

25.3. Purchaser reserves the right to determine that COTS products will be provided, in whole or in part, as Purchaser Furnished Property and Services.

25.4. The Purchaser makes no warranty whatsoever with respect to the Purchaser furnished information (including models, software, and data).

25.5. Should at any time the Contractor discover that the Purchaser furnished information is not adequate for its intended use, or contains insufficient or erroneous material such that the Contractor cannot progress the objectives or schedule of the Contract, the Contractor shall document such findings and forward such findings to the Purchaser's Contracting Authority within twenty-one (21) days of discovery.

25.6. The Contractor, in his findings, shall include a statement as to whether he considers that he can provide sufficient information as to make such Purchaser Furnished Information sufficient for use or correct the errors. If the Contractor considers that it is possible for him to do so, he shall include with his findings a proposal to do so including a cost proposal.

25.7. Upon receipt of the findings, the Purchaser's Contracting Authority shall determine if there is validity to the Contractor's claim and

whether the source of the Purchaser Furnished Information can provide updates or corrected material. The Purchaser and the Contractor will consult to determine the optimum approach to rectify the situation.

25.8. The Purchaser's Contracting Authority, if it accepts the Contractor's proposal to rectify deficient Purchaser Furnished Information, shall issue a Change Order pursuant to the Clause of the Contract entitled changes, and negotiate an amendment to the contract.

25.9. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Purchaser shall not be otherwise liable for deficiencies of Purchaser Furnished Information.

26. WARRANTY PERIOD (EXCLUSIVE OF SOFTWARE)

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

26.2. The Warranty Period for any hardware deliverables under this Contract shall be the longer of: (a) the applicable original equipment manufacturer's warranty; or (b) two years for Hardware items. The Warranty Period in all cases shall start at the end of the period of performance of this Contract (i.e. after the final ITB maintenance service as defined in CLIN 3, or in case options are exercised, CLIN 7 or 11, which ever ends the latest).

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

26.3.1. Defects in the Deliverables;

26.3.2. Breach of warranties specified in Clause 27 of the NCIO General Contract Provisions; and

26.3.3. 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 26, and Clause 27 of the NCIO General Contract Provisions.

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

26.5. If the Contractor fails to correct any Warranty Period Incidents within the timeframe specified in Clause 27 of the NCIO General Contract Provisions, 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:

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

26.5.2. 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.

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

26.7. If replacement parts are fitted by the Contractor as part of the warranty the parts removed shall become the Contractor's property unless required by the Purchaser at the Purchaser's discretion. Notwithstanding that, faulty hard disks removed from NATO SECRET equipment shall not be returned to the Contractor but destroyed by the NATO site personnel in accordance with applicable NATO security regulations.

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

27. SOFTWARE WARRANTY

27.1. Clause 31.3.1 of the NCIO General Provisions is hereby superseded with the following clause:

27.1.1. For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 of the NCIO General Provisions shall extend to all defects discovered within 12 months following the final ITB maintenance service as defined in CLIN 3, or in case options are exercised, CLIN 7 or 11, which ever ends the latest.

28. PERFORMANCE GUARANTEE

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

28.2. 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, or the Contract Signature Date by both parties, whichever is the later, a bank guarantee (the "Performance Guarantee") of 10% of the total contract value.

28.3. 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 point of contact established in paragraph 16.3 above.

28.4. The reductions specified in paragraph 28.3 above shall be treated as a concession to the Contractor and, therefore, shall be supported by sufficient consideration. Further, the decision to accept or reject an application for reduction of Performance Guarantee shall be a unilateral decision made solely at the discretion of the Purchaser.

29. SECURITY

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

29.2. Prior to handing over to the Contractor any classified information, the Contractor shall:

29.2.1. provide to the Purchaser verification that the requisite Facility Security Clearance (FSC) has been provided to the Contractor and his sub-contractors, using a 'Facility Security Clearance Information Sheet' (FIS) format (the FIS will be provided by the Purchaser upon request);

29.2.2. ensure that the requisite Personal Security Clearances (PSC) are issued for the facility's personnel who will require access to the classified aspects of the NATO contract; and

29.2.3. ensure that the personnel mentioned in sub-paragraph 29.2.2 above are briefed on NATO security regulations.

29.3. The contractor and its sub-contractors shall be obliged to comply with the requirements below. They shall:

29.3.1. appoint an official who will be responsible for supervising and directing security measures in relation to the contract or sub-contract;

29.3.2. maintain a continuing relationship with the responsible NATO Security Agent/Defence Security Agent (NSA/DSA) in order to ensure that all NATO and national classified information involved in the Contract is properly safeguarded;

29.3.3. abstain from copying any NATO classified information provided or generated under the contract, except as permitted by the contract or with the consent of the Purchaser;

29.3.4. furnish to the Purchaser or the responsible NSA/DSA, on request, information pertaining to all individuals who will be required to have access to NATO or national classified information;

29.3.5. limit the dissemination of NATO and national classified information on a need to know basis to the least number of individuals consistent with the proper execution of the contract or sub-contract;

29.3.6. maintain at the place of work a current record of those employees who have been cleared and approved for access to NATO and national classified information in support of the contract or sub-contract. This record shall show the date and level of clearance, and the date of re-investigation;

29.3.7. deny access to NATO and national classified information to any person other than those individuals identified to have access, as indicated above;

29.3.8. comply with any request from the Purchaser or the responsible NSA/DSA that individuals entrusted with NATO and national classified information be required to sign a statement in which they agree to safeguard that information and signify their understanding of their obligations, as well as penalties under national legislation or executive order if they fail to so safeguard the information;

29.3.9. report to the Purchaser and to his NSA/DSA any breaches or suspected breaches of security, suspected sabotage, subversive or

terrorist activities, any information giving rise to doubts as to the trustworthiness of an employee, any changes that may occur in the ownership, control or management of the facility, any changes that affect the security arrangements and security status of the facility, and such other reports as may be required by the Purchaser or the NSA/DSA such as reports on the holdings of NATO and national classified information;

29.3.10. undertake not to use, without the specific written permission of the Purchaser, other than for the specific purpose of the contract or subcontract, any NATO and national classified information which is provided or produced (including all reproductions thereof) pursuant to the contract or sub-contract;

29.3.11. return to the Purchaser all NATO classified information, unless it has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such information shall be returned or destroyed as the Purchaser may specify;

29.3.12. ensure that destruction is regulated and recorded following applicable NATO security procedures; and

29.3.13. comply with any procedure that is, or may be, established by the Purchaser regarding the safeguarding and release of information related to the contract or sub-contract.

29.4. Within nine (9) months after EDC, a Security Classification Guide for the BMD Programme shall be developed in close co-operation with the Purchaser in accordance with NATO Security Policy (NATO document C-M (2002)49) and its Annexes, in particular Document AC/35-D/2003-REV1 – Directive on Industrial Security. This Security Classification Guide is subject to regular review and revision, as determined by the Purchaser and the Contractor.

30. SUPPLEMENTAL AGREEMENTS / EXPORT CONTROLLED INFORMATION

30.1. The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by National Law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with

the clause 39 "Termination For Default" of the NCIO General Contract Provisions.

30.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by National Law or regulation and that have been identified by the Contractor prior to the signature of this contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Parties and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

30.3. In addition, performance of this Contract will require the Contractor and, if necessary, its subcontractors to take over from the previous Contractor all export controlled information, including but not limited to information governed by US (ITAR), French and Italian export control regulations, and take up responsibility for further use in line with the requirements of the Contract. Contractor's inability to transfer the management of export control information from the incumbent contractor and manage it to meet the requirement of this Contract is a ground for termination for default of this Contract.

31. ENGINEERING CHANGE PROPOSALS (ECP)

31.1. Engineering Change Proposals (ECP) as defined in this Clause are proposals for changes relevant to tasks, deliverables, technical requirements, processes, schedules or any other term of the contract which are submitted in written form by the Contractor upon request from the Purchaser or independently when such changes are necessary in light of varied facts or circumstances which prevent the execution of the contract in its form.

31.2. Any Engineering Change Proposal (ECP) submitted by the Contractor to the Purchaser shall, in any case contain as a minimum the following elements:

31.2.1. The signature pages following the template provided in ANNEX J and providing all the information required in this template.

31.2.2. A sequential number of ECP identification

- 31.2.3. Rationale for the changes being proposed
- 31.2.4. Illustration of any relevant impact to the performance being rendered including but not limited to those relevant to schedules, technical solutions, requirements and delivery time.
- 31.2.5. List of contract documents affected by the changes being proposed.
- 31.2.6. Revised copy of the contract documents in native electronic format edited to incorporate the changes being proposed in a way that changes are immediately identifiable.
- 31.2.7. Total Firm Fixed Price of the ECP and illustration of cost impacts with respect to the total contract Firm Fixed Price and the single CLINs affected.
- 31.2.8. A detailed price breakdown of all costs to identify single elements of cost contributing to the total. The cost reduction associated with the ECP (if any) shall take into account the Contractor's allowable implementation cost.
- 31.2.9. All labour costs and material quoted as part of any ECP shall be consistent with those stipulated in the Contract.
- 31.2.10. A revised version of the Contract Schedule of Supplies and Services.
- 31.3. The Purchaser shall assess the ECP being proposed by the Contractor and, subject to its sole judgment and without recourse by the Contractor, approve or reject the ECP by the mean of written communication to be dispatched solely by the Purchaser's Contracting Authority.
- 31.4. Any ECP shall be considered as approved only once the signature pages provided in ANNEX J have been formally signed by the Purchaser's Contracting Authority.
- 31.5. In case of ECP rejection, the Contractor shall proceed with the performance in accordance with the Contract.
- 31.6. Formally approved ECPs shall be treated as interim authorization to proceed with the changes proposed strictly and limited to the scope, content and price as specified in the approved ECP.

31.7. The Purchaser shall not be liable for any cost incurred by the Contractor for performance rendered, regardless of the nature or time, associated to ECPs not formally approved by the Purchaser's Contracting Authority.

31.8. All formally approved ECPs will be incorporated in the Contract via the issuance of a formal Contract Amendment at the earliest practical time after their issuance.

31.9. The production of any ECP regardless of its final approval or rejection shall be at no cost for the Purchaser.

32. OPTIMISATION

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

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

32.3. Any such ECP submitted shall cite this Article as the basis of submission and provide the following information:

32.3.1. A detail description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;

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

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

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

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

32.4. If the Purchaser, after review and analysis of the ECP, agrees to such proposed change(s), the Contract will be formally amended to include the ECP and the reduced Fixed Price of the Contract, as well as affected Contract Line Items (including options), will be reduced by the total amount of the prospective savings agreed by the Parties.

33. PATENT AND COPYRIGHT INDEMNITY

33.1 Clause 29.3 and 29.4 of the Contract General Provisions is replaced by Clause 33.2 below.

33.2 This indemnity shall not apply under the following circumstances:

- 33.2.1. Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
- 33.2.2. An infringement resulting from specific written instructions from the Purchaser under this Contract;
- 33.2.3. An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;
- 33.2.4. An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

ANNEX A. NCI AGENCY DECLARATION

To be signed by the Contractor's key personnel designated under Contract CO-15575-BMD

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 NCIA, unless prior permission for such disclosure has been granted by the General Manager of the NCIA.

That I must not, without the approval of the General Manager of the NCIA, 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 NCIA.

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 Agency, but also after the stated Contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

That I will be considered as a key personnel as specified in clause 20 of the Special Provisions of Contract CO-15575-BMD, and therefore, shall comply with all regulations and restrictions applicable to key personnel.

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

That should I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has provided NATO with an acceptable suitable substitute in accordance with clause 20 of the Special Provisions of the aforementioned Contract.

_____ Date _____ Signature _____
Full name (in block capitals)

ANNEX B. KEY PERSONNEL

The following personnel shall be subject to the stipulations contained in Clause 20 (KEY PERSONNEL) of Part II for the period of designation indicated below.

Position	SOW/Work Package Reference	Labour Category	Name	Designation Period
Project Manager	8			EDC thru Contract expiration date
Quality Manager	8			EDC thru Contract expiration date
Configuration Manager	8			EDC thru Contract expiration date
Engineering Lead	8			EDC thru Contract expiration date
Verification & Validation (V&V) Issue Manager	8			EDC thru Contract expiration date
Senior System Architect	8			EDC thru Contract expiration date
Senior Systems Engineer - BMC3I requirements	8			EDC thru Contract expiration date
Senior Systems Engineer - BMC3I interface and communications	8			EDC thru Contract expiration date
ITB Lab Manager	8			EDC thru Contract expiration date

ANNEX C. Organizational Conflict of Interest Avoidance Plan

(to be inserted before Contract Award)

ANNEX D. Personal Non-Disclosure Agreement

I understand that, in the course of my employment with (...*Contractor*...), and assignment under contract CO-15575-BMD, that I may be given access to information which is proprietary* and/or procurement sensitive, belonging to NATO or other contractors or their suppliers. I agree not to disclose or otherwise disseminate such information to other than the (...*Contractor*...), Subcontractor, or NATO personnel working on the above mentioned contract, unless so directed in writing, by the (...*Contractor*...) Program Manager, NATO Contracting Officer, or other authorized NATO representative. I understand that disclosure of such information to anyone not associated with the contract could result in a personal and/or organizational conflict of interest.

I agree to use such proprietary and/or procurement sensitive information only in the performance of work requirements necessary to carry out my duties under the above mentioned contract, and I agree to take suitable precautions to prevent the disclosure of such information to any party, other than those individuals performing on this contract with a verified need to know. I will report any potential violation of this agreement to the (...*Contractor*...) Program Manager or Contracts Manager. I further agree to surrender any and all project related data and information to the Program Manager upon the termination of my relationship with this contract.

I certify that I have read and fully understand this Non-Disclosure Agreement and the conditions of the OCI Plan applicable to the above mentioned contract, and agree to abide by all OCI requirements contained therein. I understand that my strict OCI compliance is essential and any violation of these requirements may result in disciplinary action up to and including termination of my employment.

I understand that my obligation to protect sensitive data shall continue to apply for a period of two (2) years after completion of my assignment to the contract

Certified:

Verified:

Employee Signature
Manager

Date
Date

Contracts/Program

* Information will not be considered proprietary if it: (1) becomes lawfully known from a source other than the disclosing party; (2) is developed independently by (...*Contractor*...); (3) falls within the public domain without a breach of this Agreement; and (4) is closed to third parties on a non-restricted basis.

ANNEX E. DEBRIEF FORM

I have completed my assignment on tasks associated with NATO BMD Contract CO-15575-BMD. During performance of this Contract I have not disclosed or otherwise disseminated proprietary* and/or procurement sensitive Information to other than NATO or (...*Contractor*...) team personnel working on the contract I have been assigned to. I have used such proprietary and/or procurement sensitive information only in the performance of work requirements necessary to carry out my duties under the above mentioned contract. I have taken suitable precautions to prevent the disclosure of such information to any party, other than those individuals performing on this contract. I have a continuing obligation not to disclose proprietary* and/or procurement sensitive Information (as defined in the OCI Avoidance Plan incorporated into CO-15575-BMD) to any unauthorized person or entity. I have reported to the (...*Contractor*...) Program Manager or Contract Manager any actual or potential violation of this agreement. Unless specifically otherwise authorized by the cognizant NATO Project Manager, Contracting Officer, or other authorized NATO representative to keep proprietary data for use on follow-on work, I have destroyed all copies of all proprietary data and information, of any type whatsoever, that I have been given or generated during the performance under this contract.

Certified:

Verified:

Employee Signature
ManagerDate
Date

Contracts/Program

* Information will not be considered proprietary if it: (1) becomes lawfully known from a source other than the disclosing party; (2) is developed independently by (...*Contractor*...); (3) falls within the public domain without a breach of this Agreement; and (4) is closed to third parties on a non-restricted basis.

ANNEX F. LIST OF SUBCONTRACTORS

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

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

**ANNEX G. CONTRACTOR/SUBCONTRACTOR
BACKGROUND IPR**

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

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS ²

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

² Indicate whether the IPR is applicable to a COTS product
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a. The Subcontractor and Third Party Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

[illegible]

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

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ANNEX I. USE AND NON DISCLOSURE UNDERTAKING

To be included from NDU in Book I

ANNEX J. TASK ORDER FORM

CONTRACT CO-15575-BMD			
1. Task Order Number:		2. Amendment	
3. Issuing Office:		NATO Communications and Information Agency, Brussels	
4. NCI Agency Project Manager:		5. Signature PM	
7. Tasks			
8. Delivery Time:			
9. Total Value of the Order: DDP Destination		10. Travel Destination / Profiles	
11. Total Cumulative Value of Task Orders Issued under the contract.			
12. Effective Date of Order:			
13. For The Contractor:		14. For the Purchaser:	
15. Signature:		16. Signature:	
17. Printed Name and Title		18. Printed Name and Title	
19. Date		20. Date	

ANNEX K. TEMPLATE OF ECP SIGNATURE PAGE

1. Contract: CO-15575-BMD	2. ECP Sequential Number ⁴ :
3. Requestor ⁵ :	
4. Description and Rationale for changes being proposed <i>[INDICATE IN DESCRIPTIVE TERM THE REASONS UNDERLINING THE NEED FOR A CHANGE, RESULTING BENEFITS AND/OR RELATED RISKS.</i> <i>[DESCRIBE IN DETAILED AND BULLETED FORMAT THE CHANGES BEING PROPOSED]</i> <i>[WHERE THE ECP BEING SUBMITTED IS THE RESULT OF AN INVESTIGATIVE ACTION REQUESTED BY THE PURCHASER INDICATE SUCH CIRCUMSTANCE AND ANY RELEVANT RECCOMANDATION ASSOCIATED WITH THE IMPLEMENTATION OF THE ECP]</i> <i>[INDICATE SCHEDULE CONSTRAINS ASSOCIATE WITH ECP APPROVAL]</i>	
5. Impact on Project / Contract (other than price) <i>[INDICATE IN DESCRIPTIVE TERM AND IN DETAIL THE IMPACT IN TERMS OF SCHEDULE OR ACTIVITIES OR IN ANY OTHER PROJECT DOMAIN RESULTING FROM THE IMPLEMENTATION OF THE CHANGES BEING PROPOSED]</i>	

⁴ ECP sequential numbers shall be unique and continuous regardless of the status of the ECP (pending / approved / rejected)

⁵ Indicate requestor in terms of NCI Agency or Purchaser

6. Impact on Contract Price

[INDICATE THE COST IMPACT IN TERMS OF OVERALL INCREMENT OR DECREMENT OF CONTRACT PRICE, IDENTIFY ON WHICH CONTRACT SCHEDULE OF SUPPLIES AND SERVICES CLINs THE CHANGES WILL OCCUR , IN WHICH MEASURE FOR EACH CLIN AND FOR WHICH ACTIVITY IDENTIFIED IN BLOCK 4.]

7. Contract documents to be revised as a result of ECP approval

[LIST CONTRACT DOCUMENTATION TO BE REVISED AS A RESULT OF ECP APPROVAL]

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Attachments to ECP (Check as appropriate)

- ☐ Revised Schedule of Supplies and Services⁶
- ☐ Complete cost break-down sheets⁷
- ☐ Revised Statement of Work and/or Annexes⁸
- ☐ Other documents (Specify _____)⁹

Submitted by

_____ (Company Name and POC Contact Details)

_____ (Signature)

Purchaser Determination

_____ (APPROVED / REJECTED)

_____ (Signature)

_____ (Contracting Officer Name)

⁶ Include document and check if Block 6 of the ECP is to be filled

⁷ Include document and check if Block 6 of the ECP is to be filled

⁸ Include document and check if Block 7 of the ECP is to be filled

⁹ Include document and check if Block 7 of the ECP is to be filled

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NATO COMMUNICATIONS AND INFORMATION AGENCY



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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The Contract General Provisions

1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

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

The Contract General Provisions

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

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

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

3. **AUTHORITY**

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

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

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provisions of the Contract regarding Termination for Default.

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

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR).
2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

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

4. This Letter of Credit is effective the date hereof and shall expire at our office located at _____(Bank Address)_____ on _____. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

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

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

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

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

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

10. SUB-CONTRACTS

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

11. SECURITY

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

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

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

12. RELEASE OF INFORMATION

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

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

13. **PURCHASER FURNISHED PROPERTY**

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

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

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

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

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

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

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

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

17. STOP WORK ORDER

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

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arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

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

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

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

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

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

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

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

.....

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.....
SIGNATURE

Date

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

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

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

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

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

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

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

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

20. NOTICE OF SHIPMENT AND DELIVERY

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

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

21. INSPECTION AND ACCEPTANCE OF WORK

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

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

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

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manner as not to unduly delay the Work.

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

22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

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

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

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

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

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

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

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

OR

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

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

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

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

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

26. TAXES AND DUTIES

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

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

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

27. WARRANTY OF WORK (Exclusive of Software)

- 27.1 For the purpose of this Clause:

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

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

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

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

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

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

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

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.

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

30.3 ***Foreground IPR***

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

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30.3.7 The Contractor undertakes:

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

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

30.4 ***Third Party IPR***

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

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

- 30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.
- 30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

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

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

- 31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.
- 31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured,

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

31.2 Notification Requirement

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

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

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

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

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

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

31.5 Limitations and Exclusions from Warranty Coverage

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

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

31.6 Markings

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

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

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

32. NATO CODIFICATION

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

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

32.11 Markings

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

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

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

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

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

35. TRANSFER AND SUB-LETTING

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

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

36. PURCHASER DELAY OF WORK

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

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

- 38.1 If the Contractor:

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

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

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

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

39. TERMINATION FOR DEFAULT

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

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

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the Contractor to meet the required delivery schedule.

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

39.7.1 any completed Work with associated rights ;

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

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

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

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

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

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

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

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

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

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

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

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

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

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

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

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
- 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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

40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2 if an appeal has been taken, the amount finally determined on such appeal.

40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the

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

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

41. DISPUTES

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

42. ARBITRATION

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

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

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

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 PROVISIONS: PURCHASER'S PRICING PRINCIPLES**A. General**

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

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

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

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

i. Direct Costs

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

ii. Indirect Costs

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. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

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.

STATEMENT OF WORK (SOW)
FOR
NATO BALLISTIC MISSILE DEFENCE (BMD)
SYSTEMS ENGINEERING AND INTEGRATION & TEST

Projects 0VA03019 and 0VA03020

Version 1.7

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1 INTRODUCTION

1.1. Purpose

1.1.1. The BMD Programme defines the BMD Architecture, derives the NATO system requirements, provides strategic and governance support of BMD related NCI Agency implementation projects, integrates BMD capabilities and verifies that NATO BMD capabilities are interoperable within the NATO Enterprise and with national systems. The BMD Programme uses the BMD Integration Test Bed (ITB) facility to plan and execute tests, analyse results to support technical verification and integration of NATO BMD capabilities and support the validation of the BMD operational capability by the Bi-Strategic Commands (Bi-SCs).

1.1.2. In particular the System Engineering and Integration (SE&I) Contractor supports the BMD Architecture Design and Architecture Test activities and specific Programme management activities such as Configuration Management (CM, Quality Assurance (QA) and Risk Management (RM).

1.2. Background

1.2.1. BMD Capability Package (CP) and BMD Programme

1.2.1.1. In 2005, the North Atlantic Council (NAC) approved the Capability Package (CP) 0A1303 to provide NATO-Wide Theatre Missile Defence and the Active Layer Theatre Ballistic Missile Defence (ALTBMD) Programme Management Office (PMO), consisting of the ALTBMDS Steering Committee (SC) and the ALTBMDS Programme Office (PO), was established.

1.2.1.2. The ALTBMDS Programme aimed at providing NATO with a common funded Battle Management, Command, Control, Communications (C3) and Intelligence (BMC3I) capability to support Theatre Missile Defence (TMD). Nations would add, on a voluntary basis, sensors, interceptors and national C3 systems for TBMD purposes. In 2010 the ALTBMDS Interim Capability (InCa) was established.

1.2.1.3. At the 2010 NATO Summit in Lisbon, Heads of State and Government (HoSG) agreed to develop a missile defence capability for NATO to pursue its core task of collective defence against the growing threat of ballistic missile attack and weapons of mass destruction. From that point in time, BMD was to become an integral part of NATO's overall defence posture and was listed as one of the so-called "Lisbon Critical Capabilities".

1.2.1.4. The scope of the ALTBMDS Programme was expanded beyond the protection of NATO deployed forces to also protect NATO European populations, territory and forces; the ALTBMDS Programme became the BMD Programme. CP 0A1303 was revised to incorporate the expansion of the operational mission and CP 0A1303REV1, "Provide Ballistic Missile Defence Capabilities", was approved by the NAC in July 2013 (Reference A). The InCa was expanded to become the Interim BMD Capability (iBMD), which was declared at the NATO Summit in Chicago, May 2012.

- 1.2.1.5. The NATO Staff Requirement (NSR) at Reference B, for the BMD mission was approved by the CNAD in 2013 and included in CP 0A1303REV1. The BMD NSR describes the functional and performance requirements for the following areas: Core Architecture Capability, Consultation, Active Defence, Situational Awareness, Intelligence, Passive Defence, Training and Exercise Support, and Support (including Communications, User Interface, Logistics Support, Interoperability, Safety, CIS Security, Mission Data Recording and Storage, Integration, Test, Analysis and Validation, Architecture Upgrade and Deployed Systems).
- 1.2.2. BMD Projects (NATO BMC3I) and National contributions
 - 1.2.2.1. As per the BMD CP construct, the BMD Programme aimed at providing NATO with a common funded BMC3I capability to support BMD. Nations¹ would add, on a voluntary basis, sensors, interceptors and national C3 systems for TheatreBMD (TBMD) purposes.
 - 1.2.2.2. The BMD CP 0A1303 REV1 at Reference A contains eleven projects requiring NATO common funding.
 - 1.2.2.3. Eight projects are required to implement the BMD functionalities into the NATO BMC3I systems.
 - 1.2.2.3.1. In ACCS: project 2005/5WI02017 to implement the functionalities required for the Baseline Capability TBMD / BMD, projects 2013/5WI02018 and 2013/5WI02029 to implement respectively the functionalities for BMD Capability Increment 1 and 2 (Inc 1&2).
 - 1.2.2.3.2. In Bi-SC Automated Information System (AIS): project 2005/0IS03073 to implement the functionalities required for the Baseline Capability TBMD/BMD (through Air Command and Control Information System (AirC2IS), NATO Common Operational Picture (NCOP), Tool for Operations Planning Functional Area Services (TOPFAS)), projects 2013/0IS03074 and 2013/0IS03089 to implement respectively the functionalities for BMD Capability Increment 1 and Increment 2 (through AirC2IS, NCOP, TOPFAS, Chemical Biological Radiological and Nuclear Functional Services (CBRN FS), Intelligence Functional Services (INTEL FS), Education, Training, Exercise and Evaluation Functional Services (ETEE FS).
 - 1.2.2.3.3. In the NATO General Communications System (NGCS): project 2005/0CM03046 to implement the functionalities required for the Baseline Capability TBMD/BMD ("Communications TBMD Capability 1 IOC") and project 2013/0CM03047 to implement the functionalities for BMD Capability ("Communications Support to BMD").

¹ Reference F provides information regarding the planned integration of National BMD systems into the NATO BMD Architecture. However, these projections may be modified due to changes to NATO's C2 systems' implementation and/or National BMD systems schedules.

- 1.2.2.4. Three projects are required to the provision of capabilities for:
 - 1.2.2.4.1. BMD Programme Management and Oversight (project 2005/OVA3018 “BMD Programme Management”);
 - 1.2.2.4.2. Architecture Design and Implementation Oversight (project 2005/OVA3019 “System Engineering (SE) Support for BMD”);
 - 1.2.2.4.3. Integration and Testing (I&T) of the System of Systems in accordance with the architecture (project 2005/OVA3020 “Integration and Test Support for BMD”).
- 1.2.3. BMD Capability Delivery
 - 1.2.3.1. The BMD CP Implementation Plan at Reference C identifies the delivery of the BMD Capability in three steps: the Baseline Capability TBMD / BMD, the BMD Capability Inc&2.
 - 1.2.3.2. At the Warsaw Summit in 2016, HoSG tasked the Conference of National Armament Directors (CNAD) to execute a comprehensive review of the BMD Programme. The report from the BMD SC approved by the CNAD at Reference D, provides a detailed description of what BMC3I functionality will be delivered, when it will be delivered and at what proposed cost. In particular, the approved schedule baseline identifies the end of the BMD Programme with the delivery of BMD Inc 1&2 by 2030.
 - 1.2.3.3. The NCI Agency is now planning the implementation of the BMD Programme through five Tranches in the period 2021 - 2029, meaning the delivery of a series of periodical coordinated deliveries harmonized at Programme level. With this new concept, the operational user community will be able to take advantage of incrementally enhanced capabilities every two years, earlier than with the approach in the CP where deliveries to the users are provided in long increments that are performance-driven instead of schedule-driven.
- 1.2.4. SE&I Support Contract
 - 1.2.4.1. The NCI Agency is the Host Nation for the BMD Programme. The BMD Programme Office (PO), as part of the Directorate of Air and Missile Defence Command and Control (AMDC2) within the NCI Agency, is responsible for the day to day management and execution of the programme.
 - 1.2.4.2. The BMD SE&I capability is authorised against the two NSIP projects 2005/OVA03019 “System Engineering Support for BMD” and 2005/OVA03020 “Integration and Test Support for BMD”.
 - 1.2.4.3. The support from an SE&I Contractor has been provided since 2007.
- 1.3. Engineering approach**
 - 1.3.1. Engineering Lifecycle

- 1.3.1.1. As described in the Systems Engineering Management Plan (SEMP)² (Reference F), the development of BMD BMC3I capabilities follows the BMD Engineering Life Cycle approach as visualised in the “V” diagram in Figure 1-11-1.

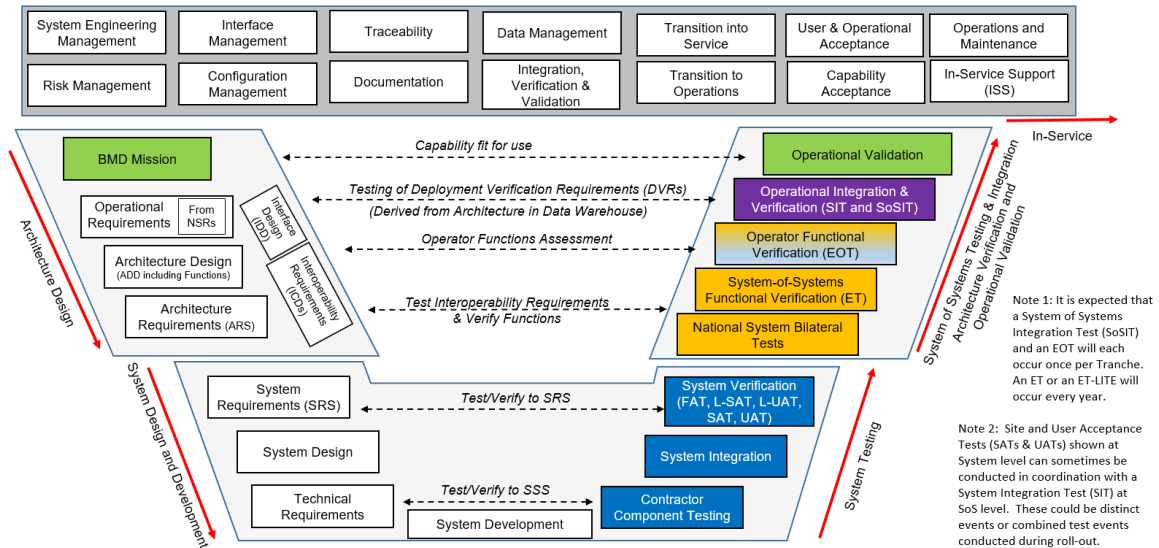


Figure 1-1 BMD Engineering Life Cycle Approach

- 1.3.1.2. The red arrows on Figure 1-1 indicate the major stages of capability development (including verification and validation):
- 1.3.1.2.1. **Architecture Design:** Production of the key specifications and design products needed by the Implementation Projects and the National systems. As described in the Architecture Vision (Reference RR)³, using TOGAF v9.2 best practices at Reference G, the Agency focuses on the development of a Target Architecture that meets the full BMD scope as requested per Reference A, and the development and maintenance of a set of Transition Architectures with their corresponding architecture views⁴, system and interface requirements. These are captured in the Architecture Definition Document (ADD), Architecture Requirement Specifications (ARS) per implementation project and the Interface Description Document (IDD) and the corresponding Interface Control Documents (ICD). The Transition and Target Architectures correspond to BMD Programme Tranches, explained in the following sections.

² Please note that the referenced version of the SEMP does not yet include the Tranche Based Capability Delivery (TBCDM) as such needs to be read in conjunction with TBCDM described in section 1.3.2)

³ Please note that the referenced version of the Architecture Vision does not yet include the Tranche Based Capability Delivery (TBCDM) as such needs to be read in conjunction with TBCDM described in section 1.3.2)

⁴ Current Architecture products are based on NATO Architecture Framework (NAF) v3 but the programme is assessing feasibility of transitioning to NAF v4

- 1.3.1.2.2. System Design and Development: Implementation Projects and Nations develop or upgrade their systems and interfaces in conformance to the specifications provided during Architecture Design.
- 1.3.1.2.3. System Testing: Verifying that the systems as built have been produced in accordance with specifications.
- 1.3.1.2.4. System of Systems Testing and Integration, Architecture Verification and Operational Validation.
- 1.3.1.3. The Programme Verification Strategy (PVS) at Reference H sets out the strategy for the verification and validation (V&V) of the BMD capability. This includes an outline of the processes which ensure the effective verification of the NSRs at Reference B, the integration of the BMC3I systems developed by Implementation Projects, and the integration of national sensors, weapon and C2 systems into the BMD capability. It accounts for the verification of enhanced BMD capability in tranches. It also describes subsequent Programme support to user and operational validation and capability acceptance and transition activities, which are led by the NATO Bi-SC.
- 1.3.1.4. The two products that provide the framework to execute the PVS are the Verification Cross Reference Index (VCRI) and the Verification Cross Reference Matrix (VCRM) at Reference PP. The VCRI contains the list of requirements that needs to be verified and validated of the entire capability. It provides full traceability to Tranche Outcomes/Abilities/Outputs and contains the methods and recommended events by which System and System-of-Systems verification and validation shall be achieved. The VCRM is a dynamic product that maps all items in the VCRI to specific verification and validation events and collects the results from the event providing the capability verification and validation status.
- 1.3.2. Tranche-Based Capability Delivery
 - 1.3.2.1. To reduce risk and provide more frequent step increases in capability to the operational community the Agency has developed a Tranche-Based Capability Delivery Methodology (TBCDM) at Reference I. The proposed methodology provides a structured framework for the planning, monitoring and coordination of the NCI Agency Projects which contribute to the BMD Capability and allows for the outcome-focused and tranche-based implementation of the BMD ADD at Reference E).
 - 1.3.2.2. The roadmap for the development of the BMD BMC3I capabilities is described in the ADD4.1 at Reference E, Attachment 4.4, BMD Systems Roadmap.
 - 1.3.2.3. TBCDM defines the delivery elements used to compose the BMD Capability as outputs, abilities, and outcomes. Figure 1-1 illustrates the production of outputs, abilities, and outcomes and their relationship with the different implementation organisations.

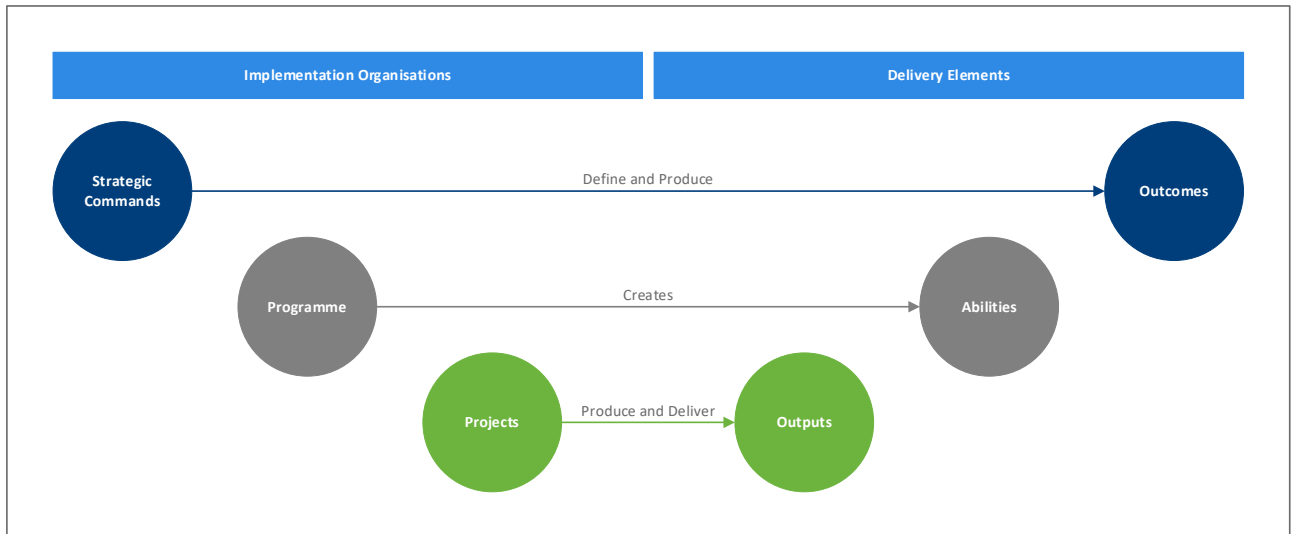


Figure 1-1: Production of Outcomes, Abilities and Outputs

- 1.3.2.4. Outputs are the fundamental elements of the required capability. In the proposed methodology, outputs are defined as functions provided by a system that is deployed in an organisation.
- 1.3.2.5. When a set of related outputs is combined and provided to an organisation, the organisation achieves the ability to perform operational activities at the System of Systems (SoS) level.
- 1.3.2.6. Outcomes are the consequential elements of the developed capability and are achieved when a set of related abilities is embedded in the organisation in accordance with the lines of capability development, DOTMLPFI⁵).
- 1.3.2.7. TBCDM facilitates the integration of the BMC3I system with the associated DOT_LPFI components, but focuses mainly on the production and integration of abilities and outputs that relate to the Material components.
- 1.3.2.8. Each Tranche is broken down into five stages: Initiation, Design, Development, and Transition and Operation. Stages apply at each of the three levels. Figure 1-2 shows the stages, the decision gates that separate each of them as well as the (typical) evidence that is required to support each of these decision gates. These gates are defined as: Design Commitment (DSC), Development Commitment (DVC), Transition Readiness (TNR) and Operational Readiness (OPR). See Reference I for a detailed explanation of the methodology and the used abbreviations.

⁵ Doctrine, Organization, Training, Materiel, Leadership, Personnel, Facilities and Interoperability (DOTMLPFI)

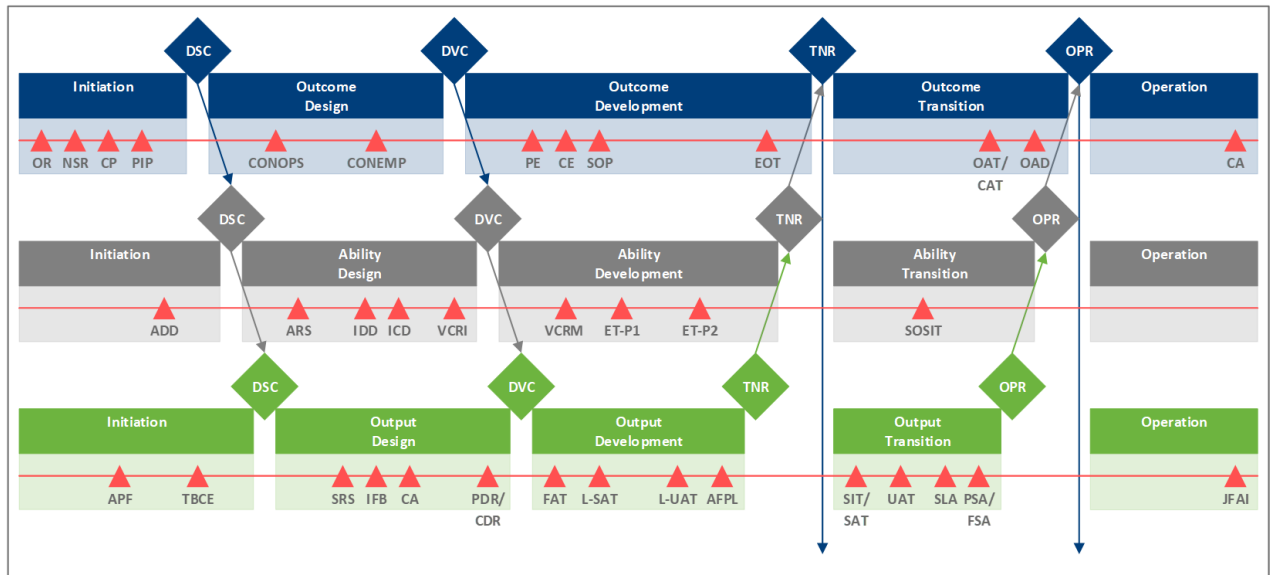


Figure 1-2 – BMD Programme Tranche Execution (showing Stages, Levels, Gates and Evidence Milestones)

1.4. Scope of work

- 1.4.1. This Statement of Work (SOW) covers the scope for the required Contractor support to the BMD projects 2005/OVA03019 and 2005/OVA03020 and describes the Contractor's responsibilities and tasks to satisfy the NATO requirements.
- 1.4.2. The SE&I Contractor is expected to support the BMD Programme and in particular to:
 - 1.4.2.1. provide expertise to augment the Agency's staff in support of the SoS Requirements Management, Architecture, ARS and Interface maintenance;
 - 1.4.2.2. provide support for monitoring and reporting of the Implementation Project verification and validation events, including development of the test plan, delivery of inputs during test preparation, witnessing the tests and analysis of test results for Systems contributing to the BMD architecture;
 - 1.4.2.3. provide technical support to the BMD Programme Integration, Test and Transition activities, including support to ITB related activities i.e. maintenance, business continuity (e.g., installation of HW, network and SW updates), ITB service delivery (e.g. test event execution), ITB security accreditation, training and operations;

- 1.4.2.4. provide planning, execution, analysis and reporting for BMD events (e.g. bi-lateral tests, Ensemble Tests, System Integration Tests, operational tests & exercises, and live fire events), including integration of new NATO and national BMC3I, collaboration, communications, sensor, simulation and weapon systems, and support to BMC3I transition to operations. In addition, support of documentation of test results into the VCRM, and entry of test observations in the BMD Programme Observation and Issue Data Base (OIDB);
- 1.4.2.5. provide an issue manager responsible for verification event issue management and reporting on issue resolution status. Verification & Validation issues include e.g. Problem Trouble Report (PTR), new requirements leading to Lifecycle-Engineering Change Proposals (L-ECP). The issue management shall be carried out in accordance with the BMD Observation and Issue Management process;
- 1.4.2.6. test and analyse the (lack-of) regression on the operational deployed NATO BMD BMC3I to verify that newly developed versions of BMD systems do not cause performance regression of the operational baseline;
- 1.4.2.7. contribute to BMD Programme QA activities during BMD Programme Tranches execution such as conducting project audits, monitoring performance at specific milestones or gates and supporting implementation of Lessons Learned;
- 1.4.2.8. assist BMD Programme in maintaining the different configuration baselines for the Programme artefacts, support the CM process across the full life cycle of the BMD Programme, update, enhance and maintain the established CM database, and support the BMD Programme Configuration Manager in planning and executing Configuration Control Boards (CCB);
- 1.4.2.9. contribute to BMD Programme risk management activities.
- 1.4.3. The Contractor shall be responsible for:
 - 1.4.3.1. providing all necessary resources, apart from Purchaser Furnished Equipment (PFI), including services, personnel, material, equipment, data and documentation needed to accomplish the tasks described in the SOW, to meet the requirements of the SOW and to fulfil Contract Provisions.
 - 1.4.3.2. at the end of the period of performance of the SE&I Contract, ensuring the transfer, to Purchaser or another Contractor, of the knowledge acquired during the execution of this Contract .

1.5. Statement of Work structure

- 1.5.1. This SOW defines the requirements for services and supplies provided under the SE&I Contract:
 - 1.5.1.1. Section 1 provides an introduction.
 - 1.5.1.2. Section 2 identifies reference documents.

- 1.5.1.3. Section 3 defines the Management requirements of the SE&I Contract.
- 1.5.1.4. Section 4 defines the Systems Engineering Augmentation requirements of the SE&I Contract.
- 1.5.1.5. Section 5 defines the Integration, Testing and Transition requirements of the SE&I Contract.
- 1.5.1.6. Section 6 defines the Transition-in and Transition-out requirements, respectively at the beginning and the end of the contract.
- 1.5.1.7. Section 7 specifies the location of the main effort of the SE&I contract and the working language to be used in the execution of the SE&I Contract.
- 1.5.1.8. Section 8 identifies the responsibilities and experience and education requirements for the labour categories to be used in the execution of the SE&I Contract.
- 1.5.1.9. Section 9 lists requirements for documentation to be delivered during the execution of the SE&I Contract.
- 1.5.1.10. Annexes as required capture specific scope of work.
- 1.5.2. The organisation and the description of the SOW reflects the BMD Programme Work Breakdown Structure (WBS). The various Work Packages (WP) reflect coherent areas of activities and deliverables and make explicit the separation of activities between NATO staff and Contractors. The overall decomposition is depicted in Figure 1-3 below:

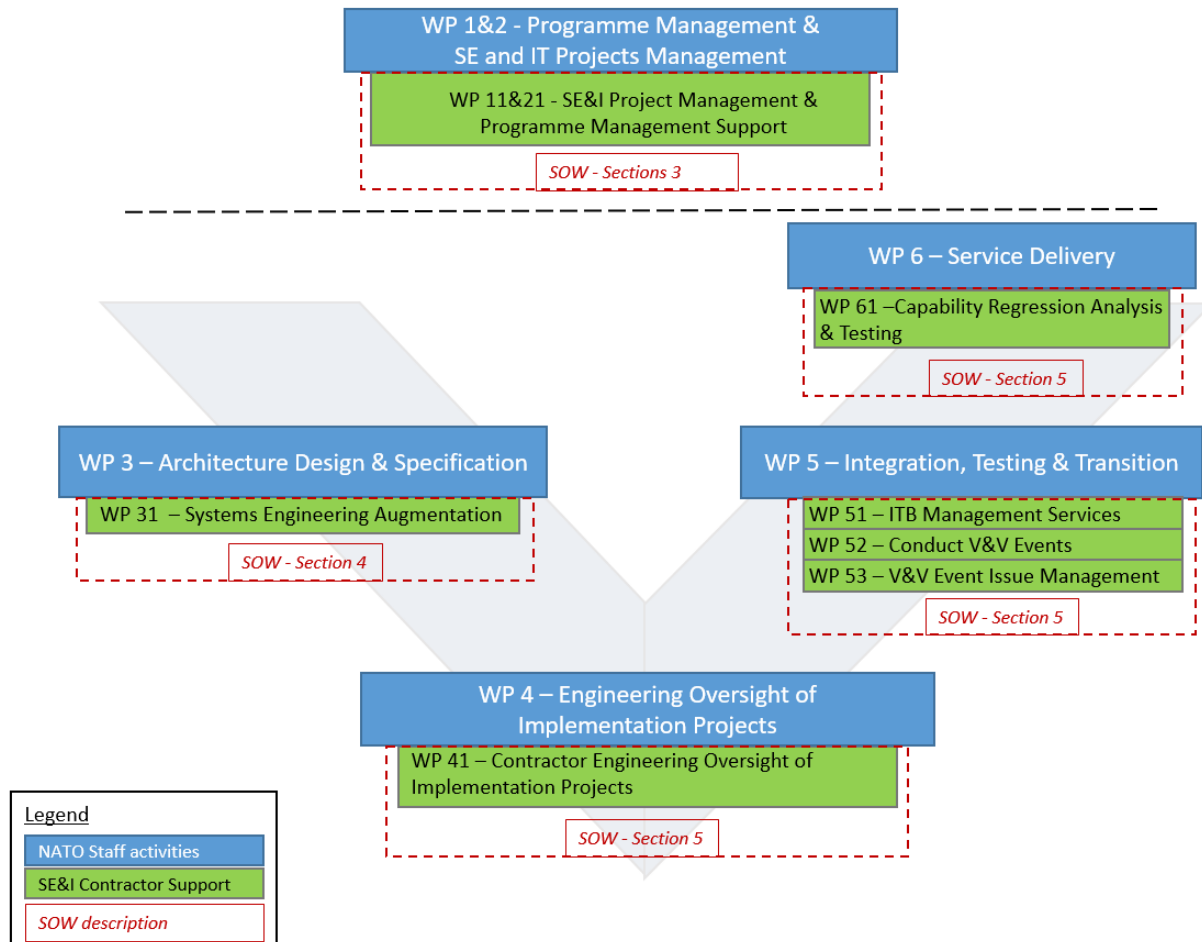


Figure 1-3 BMD Programme Work Packages and SOW allocation

1.6. Standards for Interpretation of the Statement of Work

- 1.6.1. This SOW invokes a variety of NATO Standardisation Agreements (STANAGs), Allied Quality Assurance Publications (AQAPs), Military Standards (MIL-STDs) and International Standards. While these are NATO reference documents, there are national and international standards that are considered to be equivalent and are cited as such within these documents.
- 1.6.2. Where a national or international standard exists that is not specifically referenced in the STANAGs, AQAPs, or MIL-STDs as being equivalent, the Contractor may propose to utilise such a standard if it can demonstrate, to the satisfaction of the Purchaser, that such a standard is equivalent to the STANAG, AQAPs, or MIL-STD in question. The Purchaser, however, reserves the right to deny such a request and demand performance in accordance with the standard cited in the SOW.

2 APPLICABLE DOCUMENTS

2.1. Reference Documents

- A. (NR) AC/259-N(2013)0010 covering Capability Package 0A1303REV1, Provide Ballistic Missile Defence Capabilities, 6 March 2013 + (NR) AC/335-D(2013)0008, Joint Staff Screening Report, 17 May 2013
- B. (NR) AC/259-D(2013)0016, Ballistic Missile Defence NATO Staff Requirement (BMD NSR), 12 April 2013
- C. (NR) AC/4(PP)N(2013)0091 – BC-D(2013)0193, BMD Capability Package Implementation Plan (PIP), 11 November 2013
- D. (NR) AC/259-D(2019)0002, CNAD report on the BMD Programme Review, 22 January 2019
- E. (NR) BMD-SE-PRG-ADD-002-4.1, Architecture Definition Document (ADD) 4.1, 19 December 2019
- F. (NU) BMD-PM-PRG-SEMP-3.0, Systems Engineering Management Plan (SEMP), 13 June 2018
- G. The Open Group Architectural Framework (TOGAF) Version 9.2, 2018
- H. BMD Programme Verification Strategy (PVS) BMD-IT-PRG-PVS-004-3.0, 06 December 2019
- I. (NU) NCIA/AMDC2/2019/01195, Tranche-Based Capability Delivery Methodology(TBCDM) Guide, 16 December 2019
- J. (NR) AC/4-N(2018)0017-ADD1, BMD Programme Master Plan 1.0 (Enclosure 2), 28 February 2019
- K. (NU) STANAG 4427 (Edition 3) (and subordinate ACMPs 2000, 2009, 2010)
- L. Joint AirC2 Lifecycle Configuration Management Plan 2018.1 Core (and subordinate BMD Programme Standard Operating Procedure (SOP)
- M. STANAG 4107 (Edition 11), Mutual Acceptance of Government Quality Assurance and Usage of The Allied Quality Assurance Publications (AQAP), 16 December 2019
- N. (NU) AQAP Series File [12 documents]
 - AQAP-160 (Ed. 1) Allied Quality Assurance Publication, NATO Integrated Quality Requirements for Software Throughout the Life Cycle
 - AQAP-169 (Ed. 1) NATO Guidance on the use of AQAP-160

- AQAP-2000 (Ed. 3), NATO Policy on an Integrated Systems Approach to Quality Through the Life Cycle
- AQAP-2009 (Ed. 3) NATO Guidance on the Use of the AQAP 2000 Series
- AQAP-2050 (Ed. 1) NATO Project Assessment Model
- AQAP-2070 (Ed. B Ver.4), NATO Mutual Government Quality Assurance (GQA) Process
- AQAP-2105 (Ed. C Ver.1), NATO Requirements for Quality Plans
- AQAP-2110 (Ed.D, Ver.1) NATO Quality Assurance Requirements for Design, Development and Production
- AQAP-2120 (Ed. 3) NATO Quality Assurance Requirements for Production
- AQAP-2130 (Ed. 3) NATO Quality Assurance Requirements for Inspection and Test
- AQAP-2131 (Ed. C, Ver. 1) NATO Quality Assurance Requirements for Final Inspection and Test
- AQAP-2210 (Ed. A, Ver. 2), NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310
- O. (NU) C-M(2002)49, Security Within The North Atlantic Treaty Organisation (NATO), 17 June 2002 along with Amendment 9 (5 Feb 2013) and Amendment 10 (7 May 2013)
- P. (NU) ACO Security Directive 070-001 and ACO CIS Security Directive 070-005, January 2019
- Q. (NU) AC322-D-0048-REV3 Technical and Implementation Directive on CIS Security dated Nov 2019
- R. (NU) NCIA Agency Directive 3-00, Security (Principles and Organization), Jul 2014
 - (NU) NCIA Agency Directive 3-01, Security (Personnel Security)
 - (NU) NCIA Agency Directive 3-02, Security (Physical Security)
 - (NU) NCIA Agency Directive 3-03, Security (Security of Information)
 - (NU) NCIA Agency Directive 3-04, Security (Industrial Security)
 - (NU) NCIA Agency Directive 3-05, Security (Breaches of Security)

- (NU) NCIA Agency Directive 3-06, Security (Counter-Terrorism/Force Protection)
- S. (NU) AC/35-D2000 to AC/35-D2005 NATO Security Policy Directives
- T. (NU) Security Operating Procedures (SecOps) for NATO SECRET The Hague Laboratory Environment - DRAFT
- U. (NU) BMD Integration Test Bed SecOps - DRAFT
- V. (NU) NCIA NR AIS Security Operation Procedures (SECOPS), Jun 2018
- W. (NR) BMD CIS Security Accreditation Approach, Jul 2019
- X. (NU) BMD Programme Master Test Plan (PMTP), BMD-PM-PRG-PMTP-A00, 26 March 2015
- Y. (NR) Integrated Master Test Schedule (IMTS) BMD-IT-PRG-IMTS-004-2.0 01 July 19
- Z. (NU) BMD Integrated Logistic Support Plan (ILSP), BMD-PM-PRG-ILSP-004-2.0, 22 August 2018
- AA. (NU) ITB Service Delivery Plan (SDP), BMD-PM-PRG-SDP-A00, 26 March 2015
- BB. (NU) BMD Integration Test Bed (ITB) Build 4 Software & Licences Document, BMD-IT-TA1-SLD-1.0, 09 November 2016
- CC. (NU) BMD Integration Test Bed (ITB) Hardware Suite, BMD-IT-BC-ITBHWS-122-4.0, 30 September 2019
- DD. (NU) CFBLNet Manual version 1.0, October 2018
- EE. (NU) Integration Test Bed (ITB) Open Framework Services (OFS) Federation Agreement), BMD-IT-PRG-ITBFEDAG-3.0, 23 January 2020
- FF. (NU) Integration Test Bed (ITB) Build 6 System Requirements Specification (SRS), BMD-IT-BC-ITB6SRS-2.0, 29 June 2018
- GG. (NR) "delta" System Specific Security Requirements Statement for NATO SECRET Ballistic Missile Defence Integration Test Bed Laboratory (SSRS) ver 0.8, 11 Oct 2019
- HH. (NU) ITB Training Materials (Operator Training), BMD-IT-BC-ITBOPRTRNG-108-2.0, 28 January 2020
- II. (NU) ITB Training Materials (Analyst Training), BMD-IT-BC-ITBANLSTTRNG-108-2.0, 28 January 2020

- JJ. (NU) ITB Interface Description Document (IDD) BMD-IT-PRG-ITBIDD-042-2.0 27 January 2020
- KK. (NU) OBSERVATION AND ISSUE MANAGEMENT PROCESS GUIDE, BMD-IT-PRG-OIMGMPG-108-2.0, 29 JAN 2020
- LL. (NU) OIDB USER GUIDE, BMD-IT-PRG-OIDBUG-1.0, 19 DECEMBER 2017
- MM. (NU) STANAG 6001, Edition 5, NATO Language Proficiency Levels, 15 December 2014
- NN. (NU) Example PSDs
- OO. (NR) Security Test and Verification Plan (STVP) for BMD ITB, 18 Nov 2019
- PP. (NU) Verification Cross Reference Index (VCRI) and Matrix (VCRM) Point Paper, BMD-SE-PRG-VCRIVCRMPP-004-1.0, May 2020
- QQ. (NU) Engineering Tool Environment Description, BMD-SE-PRG-ENGTOOLENVDESC-122-1.0, May 2020
- RR. (NU) Architecture Vision, BMD-SE-PRG-ARCHVIS-3.0, 23 November 2017.
- SS. (NU) Management of Risks in AMDC2, Standard Operating Procedure (SOP) 12.20.30, version 4.0

3 MANAGEMENT**3.1. Introduction**

- 3.1.1. This section outlines the Project Management Task Area and Programme Management Support Area for the SE&I Contract.
- 3.1.2. The goal of the Contractor's project management shall be to guide the project through a controlled, well managed, visible set of activities to achieve the desired results and, wherever possible, to eliminate problems and to ensure that those problems that do occur are identified early, assessed accurately, and resolved quickly.
- 3.1.3. All the plans identified in the section 3 shall be subject to Purchaser acceptance. If the Purchaser reject a plan, the Contractor shall submit a revised version as described in section 9.

3.2. General Requirements

- 3.2.1. This section outlines the general requirements for the SE&I Contract.
- 3.2.2. Personnel Security
 - 3.2.2.1. The Contractor shall ensure that all Contractor and SubContractor personnel that shall work on a NATO site or have access to NATO SECRET (NS) information and facilities shall have, at a minimum, a valid NATO SECRET (NS) security clearance.
 - 3.2.2.2. The Contractor shall ensure that all Contractor and SubContractor personnel who fulfil NS CIS System Administrator tasks have a Cosmic Top Secret (CTS) security clearance.
 - 3.2.2.3. The Contractor shall ensure that at least one individual of the ITB maintenance personnel with NATO CTS Clearance is present at all times at NCI Agency The Hague during working hours.
 - 3.2.2.4. The Contractor shall process all Contractor and SubContractor personnel through the NATO security procedures at each site, adhering to their procedures for clearances, to obtain security badges for the duration of the on-site activities.

3.3. Purchaser Furnished Items (PFI) and Services

- 3.3.1. At Effective Date of Contract (EDC), the Purchaser will provide the ITB as described in Reference A.
 - 3.3.1.1. The ITB hardware (HW), Reference CC and software (SW), Reference BB, provided with a virtualised environment, enabling a simultaneous and independent usage of the ITB on the Combined Federated Battle Laboratories Network (CFBLNet) and on the NATO Secret Wide Area Network (NSWAN).

- 3.3.1.2. The ITB contains a suite of tools (including the Open Framework Services, and other tools such as Link 16 Joint Range Extension Application Protocol (JREAP) and analysis tools), which enable BMD-related test execution, support to operational events and subsequent analyses.
- 3.3.1.3. One instance each of (or access to) the BMC3I systems:
- a. Air Command and Control System (ACCS);
 - b. Air Command and Control Information System (AirC2IS);
 - c. NATO Common Operational Picture (NCOP);
 - d. Tool for Operations Planning Functional Area Services (TOPFAS);
 - e. Networked Interoperable Real-time Information Services (NIRIS);
- 3.3.1.4. When available, updates to the systems mentioned in section 3.3.1.3 and access to future BMC3I systems (such as INTEL-FS, ETEE FS and CBRN FS will also be provided.
- 3.3.1.5. The Purchaser will provide the (security) settings and related testing documentation for servers, workstations, and WAN connections.
- 3.3.2. At EDC, the Purchaser will provide the facilities, connectivity to the CFBLNet and NSWAN networks, and interfaces required for Integration and Test activities.
- 3.3.3. At EDC, the Purchaser will provide the following software and licences to the Contractor in support of engineering and project management (see section 3.4 for a description of the collaborative environment):
- MS SharePoint (Windows SharePoint Services (WSPS);
 - MS Project (number of licences limited to 10);
 - MS Visio (number of licences limited to 15);
 - IBM Rational Dynamic Object Oriented Requirements System (DOORS) (with BranchManager add-in) (number of licences limited to 7);
 - UNICOM 'SYSTEM ARCHITECT' Enterprise Architecture (or equivalent EA tool which supports the meta-models required to develop NAF4 compliant architectures (i.e., ArchiMate and UAF)) (number of licences limited to 4);
 - PLM2012 Lascom CMDB;
 - Atlassian JIRA;
 - Adobe Acrobat Pro (number of licences limited to 2);
 - A number of bespoke locally-developed tools in Access/SQL.
- 3.3.4. At EDC, the Purchaser will provide a limited number of maximum twenty-five (25) NATO Restricted (NR) laptops for the duration of the Project. The Contractor shall use provided NR Laptop to access the NR BMD Portal on which

all relevant NR project documentation shall be stored and maintain throughout the period of performance of the contract.

- 3.3.5. At EDC, the Purchaser will provide access to NATO Secret (NS) workstations to the Contractors working on-site at NCI Agency The Hague.
- 3.3.6. The Contractor will maintain configuration control status for Purchaser Furnished Items.
- 3.3.7. For a maximum of twenty (20) Contractor personnel working at Purchaser locations, the Purchaser will provide at EDC:

Serial	Supply and Service
1	A desk, cubicle, computer workstation, or workbench, as appropriate
2	Standard office furniture
3	Common expendable office supplies
4	Access to local telephone service
5	Access to the internet
6	Access to utilities within the work area

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

3.4. Collaborative Working Environment

- 3.4.1. The Contractor shall use the WSPS environment on the NATO Unclassified (NU), NATO Restricted (NR) and NATO Secret (NS) networks upon which all relevant SE&I project documentation and datasets shall be stored. This shall allow all stakeholders, to collaborate and work efficiently online as a team.
- 3.4.2. The NR network is the main working environment for the Contractor, while the NS network is the main environment for collaboration with operational users.
- 3.4.3. The Purchaser will provide access to a collaborative working environment (BMD Portals) based on Microsoft SharePoint on the NR and NS networks.
- 3.4.4. The Purchaser will provide an engineering and project management environment for managing architecture artefacts, requirements, VCRI, VCRM including storage of verification and validation results, logging of test issues as well as action tracking and L-ECP management to support activities where those tools are mandated by the Purchaser, as described in this SOW.
- 3.4.4.1. The following tools are mandated for use:
- IBM Rational Dynamic Object Oriented Requirements System (DOORS) (with BranchManager add-in) for requirements management;
 - UNICOM SYSTEM ARCHITECT, enterprise architecture (or equivalent Architecture modelling suite) for the creation and storage of architecture views;

- c. PLM2012 LASCOM CMDB for defined BMD systems product configuration information;
 - d. Atlassian JIRA for programme action tracking, Configuration Management (CM) of programme Configuration Items (CIs) and Lessons Learned (LL) capture.
- 3.4.4.2. The following bespoke locally-developed tools in Access/SQL tools are also mandated for use initially, though the Contractor may propose alternatives during the course of the contract if this would improve cost, schedule or quality:
- a. 'Observation & Issue Management Database' for tracking resolution of test findings;
 - b. 'Data Warehouse' as the central storage for all architecture, requirements and testing data;
 - c. 'Gate Review System' for the monitoring of Tranche Execution;
 - d. Tranche content visualization tool in HTML/CSS/Java.
- 3.4.5. Reference QQ describes how these different tools are used for the different engineering activities.
- 3.4.6. The Contractor shall provide JIRA administrative support in terms of creation of new repositories, workflow definitions, creation of user accounts, creation of filters, reports, dashboards etc.

3.5. Security Management

- 3.5.1. The Contractor shall support the Purchaser in ensuring a consistent implementation of NATO security policies and procedures at References O, P, Q and National security policies and restrictions involving the integration and data exchange between NATO and National BMC3I, Sensors and Weapon Systems.
- 3.5.2. The Contractor shall comply with the NCI Agency security process described in AD 3-0 (Reference R), the requirements of the NATO Office of Security for protection of information at Reference S, and be cleared to process information up to the NATO SECRET level. In addition the Contractor shall comply with the Security Operating Procedures (SECOPS) for the NS and NR CIS and BMD ITB described in References T (Draft version), U (Draft version) and V).
- 3.5.3. The Contractor shall support the Purchaser in NS data management, storage and processing as part of the Purchaser's Security Accreditation Plan at Reference W.
- 3.5.4. The Contractor shall ensure compliance on the protection of NATO classified information as mandated by the Project Security Instructions (PSI) as in Annex 1. The PSI will also support the interactions with NATO and National stakeholders to obtain the required accreditation for conducting the tests.

3.5.5. The PSI defines the Contractor's security responsibilities.

3.6. Project Management

3.6.1. Introduction

3.6.1.1. This section outlines the Project Management Task Area for the SE&I Contract.

3.6.1.2. The goal of the Contractor's project management shall be to guide the project through a controlled, well managed, visible set of activities to achieve the desired results.

3.6.2. Project Management Methodology

3.6.2.1. By default, the Contractor shall apply the Projects In Controlled Environments, Version 2 (PRINCE2) project management methodology to the planning, delivery and control of services under this Contract. Subject to approval of the Purchaser, the Contractor may implement his own project management methodology.

3.6.3. Contractor Project Management Plan

3.6.3.1. The Contractor shall establish, provide and maintain a Contractor Project Management Plan (CPMP) which shall describe how the Contractor will implement the totality of the project, including the way project control will be applied.

3.6.3.2. The CPMP shall identify all major Contractor operating units and any SubContractors involved in the execution of the SE&I activities.

3.6.3.3. The CPMP 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 the SE&I Contract.

3.6.3.4. The CPMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in this SOW.

3.6.3.5. The CPMP shall describe how the various project management processes (CM, RM, QA, etc.) are integrated, via internal project management practices, and supported by an integrated tool set.

3.6.3.6. The CPMP shall describe a transition-out phase covering all the activities to be undertaken by the Contractor to transfer all the knowledge acquired in the course of this Contract to the Purchaser and/or another Contractor, as described in section 6.2.

3.6.3.7. The CPMP shall cover at least the following areas:

- 3.6.3.7.1. Project scope:
 - a. Major products / deliverables;
 - b. Assumptions;
 - c. Constraints.
- 3.6.3.7.2. Project organisation:
 - a. Internal structure, including a project organisational diagram;
 - b. Roles and responsibilities of each organisational unit;
 - c. Key personnel, their experience and qualifications, and their responsibilities;
 - d. Organisational boundaries between the project organisation and the parent and subcontracted organisations.
- 3.6.3.7.3. Project management processes:
 - a. Project start-up, including staffing, basis of schedule estimates, and project infrastructure;
 - b. Project control, including monitoring, reporting, and change management of work packages;
 - c. Information Management, including Project Highlight Reports, Project Checkpoint Reviews, and all other communications with the Purchaser;
 - d. RM, including the Contractor's process for risk identification, assessment, mitigation, monitoring, and reporting;
 - e. Issue Management, including the identification, reporting, assessment, and logging of project issues;
 - f. Security Management, including personnel, facility security (if relevant) and system security accreditation;
 - g. Purchaser involvement via Formal Reviews, (in)formal meetings, reporting, modification and change, implementation, verification, and acceptance.
- 3.6.3.7.4. The CPMP shall include, as an annex, a QA Plan (QAP) as described in section 3.6.7.3 which shall define the implementation of the Quality Management programme in the project.
- 3.6.3.7.5. The CPMP shall include, as an annex, a CM Plan (CMP) as described in section 3.6.8 which shall define the CM aspects of managing the SE&I contract in accordance with Reference K. Note: CM of the BMD programme artefacts is in accordance with the BMD Programme CM process and procedures at Reference L, and as described in Section 3.7.2.
- 3.6.3.7.6. The CPMP shall include, as an annex, a Project Work Breakdown Structure as described in Section 3.6.4.

- 3.6.3.7.7. The CPMP shall identify any national export control regulations applicable to the scope of work, and describe processes to identify and implement agreements to have in place to ensure compliance with these regulations. Moreover, the Contractor shall describe how the Contractor will take over the management of the export control information from the incumbent Contractor in view of meeting the requirements and in order to collaborate effectively with other existing Contractors in place.
- 3.6.3.8. The CPMP shall describe the relationship between the CPMP and subordinate plans such as the CMP, Service Delivery Plan (SDP), Integrated Logistic Support Plan (ILSP), QAP, Programme Master Test Plan (PMTTP) and SEMP.
- 3.6.3.9. The Contractor shall ensure that the CPMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organisation and efforts. It shall be updated, as a minimum, annually, and it shall be available at all times on the NR BMD Portal.
- 3.6.3.10. The Contractor shall provide an initial version of the CPMP at the Kick-off (KO) Meeting and a baselined version at the Project Management Review (PMR) to be maintained throughout the period of performance of the SE&I Contract, which includes at least an annual review.
- 3.6.3.11. The CPMP shall, upon Purchaser Acceptance at PMR, be placed under configuration control, and thereafter be subject to routine management by the CCB.
- 3.6.3.12. The acceptance of the CPMP by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This does not relieve the Contractor from its responsibilities to meet the requirements stated in the SE&I Contract. The requirements of the SE&I Contract supersede any statement in the CPMP in case of any conflict, ambiguity or omission.
- 3.6.4. Project Work Breakdown Structure
 - 3.6.4.1. The Contractor shall establish and maintain a Project WBS (PWBS).
 - 3.6.4.2. The Contractor shall provide an initial version of the PWBS at the Kick-off (KO) Meeting and a baselined version at the PMR to be maintained throughout the period of performance of the SE&I Contract, which includes at least an annual review.
 - 3.6.4.3. The PWBS shall, upon Purchaser Acceptance at PMR, be placed under configuration control, and thereafter be subject to routine management by the CCB.
 - 3.6.4.4. The PWBS shall distinguish activities per the main sections 3 to 6 of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).

- 3.6.4.5. The PWBS shall define the major work packages and the relationship between the work packages, the associated Contractor Line Item Number (CLIN)⁶ and subCLIN, and the end products. In particular, the work packages shall clearly describe and illustrate work items proposed to satisfy the requirements of delivering the BMD Capability through Tranches identified in the SOW until 2029.
- 3.6.4.6. The PWBS shall describe the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.
- 3.6.4.7. The PWBS shall include the breakdown of Contractor's level of effort committed for activities described in this SOW.
- 3.6.4.8. The PWBS shall identify for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support.
- 3.6.4.9. The Contractor shall plan work contained within the lowest-level PWBS components in the WP.
- 3.6.4.10. The PWBS shall be used as the primary framework for Contract planning and reporting to the Purchaser.
- 3.6.5. Project Master Schedule
 - 3.6.5.1. The Contractor shall establish and maintain a Project Master Schedule (PMS) that contains all the events and milestones identified as per the main sections 3 to 6 of the SOW, including contractual events (e.g. Purchaser reviews, provision of specific Purchaser-furnished items).
 - 3.6.5.2. The Contractor shall provide an initial version of the PMS at the Kick-Off (KO) Meeting and a baselined version at the Project Management Review (PMR) to be maintained throughout the period of performance of the SE&I Contract, which includes at least an annual review.
 - 3.6.5.3. The PMS shall, upon Purchaser Acceptance at PMR, be placed under configuration control, and thereafter be subject to routine management by the CCB.
 - 3.6.5.4. The PMS shall correlate with the PWBS and also be traceable to performance and delivery requirements of this SOW.
 - 3.6.5.5. The Contractor shall continually update and monitor the resultant critical path.
 - 3.6.5.6. The PMS shall be available at all times on the NR BMD Portal.

⁶ Contract Line Item Number as defined in the Schedule of Supplies and Services

- 3.6.5.7. The PMS shall depict the sequence, duration, and relationship among WPs of the SE&I PWBS, including QA and CM events.
- 3.6.5.8. The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.
- 3.6.5.9. The PMS shall include the delivery dates for all management products (e.g., project plans, Project Highlight Reports), including at least the initial version (to be reviewed by the Purchaser) and the final one (approved by the Purchaser).
- 3.6.5.10. The PMS shall possess the normal MS Project view options: activity network, activity Gantt, milestone, and critical path views.
- 3.6.6. Risk and Issue Management
 - 3.6.6.1. The Contractor shall establish a Risk and Issue Management programme and perform it throughout the period of performance of the SE&I Contract. The Contractor shall establish and maintain a Project Risk Log and a Project Issue Log.
 - 3.6.6.1.1. The Project Risk and Issue Logs shall distinguish risks and issues as per the main sections (3 to 6) of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
 - 3.6.6.1.2. In the Project Risk Log, the Contractor shall identify and describe any management, technical, schedule, and cost risks.
 - 3.6.6.1.2.1 The Contractor shall rate each risk as High, Medium, or Low, based on its probability of occurrence and its impact on cost, schedule, and performance.
 - 3.6.6.1.2.2 The Contractor shall identify for each risk rated as high on any factor the mitigation measures and make an assessment of the risk rate in case of implementation of the mitigation measures.
 - 3.6.6.1.3. In the Project Issue Log, the Contractor shall identify and describe any management, technical, schedule, or cost issue (e.g. problem/concern, off-specification).
 - 3.6.6.1.3.1 The Contractor shall assess the impact of the issue on cost, schedule, and performance based on its severity and its priority.
 - 3.6.6.1.3.2 The Contractor shall evaluate and propose corrective actions to be implemented.
 - 3.6.6.2. The Contractor shall make the Project Risk and Issue Logs available on the NR BMD Portal in a Management Dashboard web view.

- 3.6.6.3. The Contractor shall include in the Project Highlight Report a chart that lists all active risks and issues with high importance on any factor and note any significant forecasted changes.
- 3.6.6.4. The Contractor shall established at the KO meeting the Project Risk and Issue Logs, maintain it throughout the period of performance of the SE&I Contract and provide updates at all periodical Reviews (see section 3.9).
- 3.6.7. QA
- 3.6.7.1. Quality Assurance Programme
- 3.6.7.1.1. The Contractor shall establish, execute, and maintain an effective internal QA programme that is compliant with NATO standards at References M and N.
- 3.6.7.1.2. The QA Programme shall ensure that procedures are developed, implemented and maintained to adequately control the development, production, testing, configuration management, execution and support of all deliverables or services.
- 3.6.7.1.3. The QA Programme shall be applied to the BMD SE&I Contract
- 3.6.7.1.4. The Contractor shall establish, implement and maintain the Analysis and Corrective Action System database as an essential part of the QA programme to document and track, until closure, all failures, faults and problems applying to the QA Programme. In particular, the Contractor shall make the Project Quality Log available on the NR BMD Portal in a Management Dashboard web view. This log shall accord with the PRINCE2 methodology and list all planned and performed quality checks on Contractor deliverables
- 3.6.7.1.5. The Contractor shall periodically, at least once a year, review the QA programme and audit it for adequacy, compliance and effectiveness. The Contractor shall provide all necessary assistance to the Purchaser QA Representative (QAR) for review and audit of the QA programme in accordance with AQAP-2110 and AQAP-2210. AQAP-2009 will be used by the Purchaser as a guide in the interpretation of AQAP-2110 when evaluating the Contractor's QA programme.
- 3.6.7.2. Organisation and Personnel
- 3.6.7.2.1. The Contractor shall establish and maintain an effective QA organisation with adequate resources to implement the QA programme and manage the QA functions. It shall be managed independently of the Contractor's Project Management Organisation.
- 3.6.7.2.2. The Contractor shall appoint a QA personnel who shall be responsible for the establishment, implementation and effectiveness of the QA programme and ensure that it conforms to the requirements of AQAP 2110.

- 3.6.7.2.3. QA personnel shall have the requisite knowledge, skills, ability, practical experience and training for working with, and in accordance with the applicable NATO AQAPs and ISO standards
- 3.6.7.2.4. QA personnel shall have sufficient responsibility, authority, organisational freedom and organisational independence to execute, review and evaluate activities, identify problems and initiate or recommend corrective actions.
- 3.6.7.2.5. In no case shall the QA personnel managing or performing QA functions be the same personnel responsible for performing other tasks that are reviewed by QA.
- 3.6.7.3. QAP
- 3.6.7.3.1. The QA Programme should be documented in a QAP, to be delivered with the Contractor Project Management Plan, which establishes Contractor QA processes to ensure control of the quality of deliverables and services.
- 3.6.7.3.2. The Contractor shall provide an initial version of the QAP at the KO Meeting and a baselined version at the PMR to be maintained throughout the period of performance of the SE&I Contract, which includes at least an annual review.
- 3.6.7.3.3. The QAP shall, upon Purchaser Acceptance at PMR, be placed under configuration control, and thereafter be subject to routine management by the CCB.
- 3.6.7.3.4. The QAP shall specify how all quality related contract requirements, including all requirements of AQAP 2110 and AQAP 2210 shall be fulfilled. The QAP shall cover all aspects of the QA programme for monitoring and control covering all WP activities such as:
 - 3.6.7.3.4.1 System engineering activities on Architecture Design & Specification,
 - 3.6.7.3.4.2 V&V oversight activities on Implementation Projects,
 - 3.6.7.3.4.3 Integration, Testing and Transition activities.
 - 3.6.7.3.4.4 Service Delivery activities.
- 3.6.7.3.5. The QAP, in line with Project Master Schedule, shall define the major quality gates (milestones, checkpoints, etc.) at implementation level that will be fulfilled while executing the project and the quality process to be used at each checkpoint.
- 3.6.7.3.6. The QAP shall cite any references used for Quality Management, such as methodologies, tools or best practice material.
- 3.6.7.3.7. The QAP shall identify the organisation and responsibilities of the QA team and its relation to the project team.

- 3.6.7.3.8. The QAP shall conform to the requirements set forth in AQAP 2105. The QAP shall not contradict the requirements and procedures which are set forth in the Purchaser's Quality Management System, AMDC2 QMS.
- 3.6.7.3.9. All applicable contract specific procedures shall be referenced in the QAP including title and identification and shall be made available for review by the Purchaser QAR and shall be subject to Purchaser QAR approval.
- 3.6.7.3.10. The QAP shall be consistent and compatible with all other BMD PO technical and management plans, specifications standards and schedules.
- 3.6.7.3.11. The Contractor QA shall ensure the consistency and coherency across the project plans (CPMP, CMP, etc.) by evaluating them before submitting to Purchaser.
- 3.6.7.4. SubContractors
 - 3.6.7.4.1. If subcontracted quality resources are used:
 - 3.6.7.4.1.1 The Contractor shall ensure (via review, audits, etc.) the work performed by subcontract QA is in accordance with this SOW.
 - 3.6.7.4.1.2 Purchaser QAR reserves the right to perform reviews and audits on subcontracted QA activities. Such reviews and audits shall not be used by the Contractor as evidence of effective control of the subContractor's quality. The Contractor shall conduct QA audits on the subcontracted QA activities separately.
 - 3.6.7.4.1.3 The QAP shall describe the controls and processes in place for monitoring the SubContractor's work against agreed timelines and levels of quality.
- 3.6.7.5. Lessons Learned
 - 3.6.7.5.1. Lessons learned shall be collected in different domains by the subject matter experts (SMEs) such as Project Management, CA, QA Management, Systems Engineering, Integration, Testing and Transition.
 - 3.6.7.5.2. Collected lessons learned shall be captured in a log that is readily available on collaborative working environment (BMD Portals) and will be subject to consolidation review with Purchaser.
 - 3.6.7.5.3. The Contractor shall ensure that the consolidation review is effectively facilitated to ensure that:
 - 3.6.7.5.3.1 The lesson submitted is accurate and applicable,
 - 3.6.7.5.3.2 The lesson is relevant across the BMD Programme,
 - 3.6.7.5.3.3 The focus is on process improvement where applicable.

- 3.6.7.5.4. Consolidated lessons learned shall be input to the improvement process and actioned to institutionalize (e.g., writing a procedure, providing a training, improving a work process, etc.).
- 3.6.7.5.5. Progress on the implementation of consolidated lessons learned shall be presented during Project Progress Report as described in Section 3.9.4.
- 3.6.7.5.6. Starting from the EDC, the lessons learned shall be collected regularly, at least on quarterly based, and systematically by the Contractor under the supervision of Purchaser QAR throughout the BMD Programme.
- 3.6.8. Configuration Management (CM)
- 3.6.8.1. The CM process is an integral part of the SE&I project processes.
- 3.6.8.2. The Contractor shall write a Configuration Management Plan (CMP) in accordance with the template provided in ACMP-2009 (Reference K) to be structured to the SE&I project scope, noting that if a paragraph is not applicable then state 'not applicable'.
- 3.6.8.3. If a project artefact has an impact on the Programme the CMP shall describe how the impact will be managed.
- 3.6.8.4. The Contractor shall provide an initial version of the CMP at the KO Meeting and a baselined version at the PMR) to be maintained throughout the period of performance of the SE&I Contract, which includes at least an annual review.
- 3.6.8.5. The CMP shall, upon Purchaser Acceptance at PMR, be placed under configuration control, and thereafter be subject to routine management by the CCB.
- 3.6.8.6. The Contractor shall describe how the Project deliverables will be managed in the CMP.
- 3.6.8.7. For the Project deliverables that are not designated as BMD Programme CIs, the Contractor shall implement a Change Management process that addresses the approval of changes, and the control of their implementation.
- 3.6.8.8. The Contractor shall manage Configuration Items up to the NATO SECRET classification level.

3.7. Programme Management Support

- 3.7.1. Introduction
- 3.7.1.1. This section outlines the specific BMD Programme Management Support Task Area for the SE&I Contract.
- 3.7.1.2. The Contractor team will work day-to-day in an Integrated Project Team (IPT) fashion with the Purchaser.

- 3.7.1.3. The BMD PMP at Reference J provides the foundation for the management, execution and control of the BMD Programme. The document provides an overview of all the activities which are necessary to meet Programme goals and objectives.
- 3.7.1.4. Some Programme Management activities described in the PMP require specific support from the SE&I Contractor in the areas of Configuration a Management, Risk Management and Quality Management.
- 3.7.1.5. These specific activities, further described in the sections below, should be separately identified and addressed in the CPMP, PWBS and PMS, that they complement.
- 3.7.2. CM
- 3.7.2.1. CM Planning
- 3.7.2.1.1. The Contractor shall provide CM expertise to enable the BMD Programme CM elements to be achieved.
- 3.7.2.1.2. The Contractor shall travel, upon Purchaser request, to other BMD operational sites and Implementation Project sites as required, e.g. to conduct verification and audit activities, and as such shall write a report for each such activity recording effort undertaken, observations and deficiencies.
- 3.7.2.1.3. The Contractor shall work to the NATO AirC2 Lifecycle Configuration Management Plan (LCMP) and supporting SOP at Reference L for the delivery of CM.
- 3.7.2.1.4. The Contractor shall review BMD Implementation Project contract CMPs to ensure the CM aspects are fit for purpose for the BMD Programme.
- 3.7.2.1.5. The Contractor shall deliver CM training to BMD programme personnel, at least annually, to ensure they have sufficient understanding of CM knowledge to conduct their work and are aware of their CM responsibilities.
- 3.7.2.1.6. The current CM reporting is defined individually within the CM paragraphs 3.7.2.4.1 and 3.7.2.5.3. The Purchaser reserves the right to amend the reporting requirements and as required, the Contractor shall meet those reporting requirements.
- 3.7.2.1.7. During the course of Contract delivery, the Contractor shall identify, review and recommend improvements to the NCI Agency, AMDC2 CM procedures, processes and tools relevant to the BMD Programme on a regular basis, and at least once a year, to maintain their currency and effectiveness.
- 3.7.2.1.7.1 The Contractor shall contribute to CM continuous improvement activities (see section 3.7.4.2.1), noting there is on-going activity to address the holistic approach to CM across BMD both within the programme and in support of the wider NCIA CM improvement activities.

- 3.7.2.2. Configuration Item (CI) Identification
 - 3.7.2.2.1. The Contractor shall manage CIs up to the NS classification level.
 - 3.7.2.2.2. The Contractor shall maintain CIs in accordance with Reference L.
 - 3.7.2.2.3. The Contractor shall maintain and update all BMD Programme CIs as required by changes throughout the duration of the contract.
 - 3.7.2.2.4. The BMD Programme has defined the BMD SoS in terms of Functional, Allocated, Product and In-Service baselines. However, not all the CIs defined by the BMD Implementation Projects that comprise the BMD Capability may be at the same level of detail or to the same depth. The Contractor shall provide CM expertise for the review, improvement, continued development and maintenance of the BMD Product Breakdown Structure (PBS) and the linkage of CIs to the various baselines, to ensure all products and services contributing to the BMD capability have been appropriately captured and can be managed through-life.
 - 3.7.2.2.5. The Contractor shall continually develop and maintain the BMD SoS PBS and in line with Tranche delivery, patches, etc., in accordance with baseline release plans, In-Service Support updates, etc. to ensure Product Configuration Information (PCI) is maintained.
 - 3.7.2.2.6. All changes to BMD SoS requirements shall be managed in accordance with Reference L.
 - 3.7.2.2.7. The Purchaser reserves the right to modify the CI structure and attributes.
 - 3.7.2.2.8. The Purchaser may identify additional CIs and these shall either be managed within the SharePoint CMDB or the Lascom PLM and this will depend on whether they are BMD Programme level CIs or Product CIs.
- 3.7.2.3. Configuration Control
 - 3.7.2.3.1. The Contractor shall ensure the BMD Programme configuration control processes as defined in the Reference L are applied consistently:
 - 3.7.2.3.1.1. Assess changes in terms of performance, schedule and cost.
 - 3.7.2.3.1.2. Minimize the impact of changes on the different baselines.
 - 3.7.2.3.1.3. Ensure the traceability of changes.
 - 3.7.2.3.2. As required by the Purchaser, the Contractor shall attend Implementation Project change boards to ensure the BMD Programme CM aspects are properly considered (e.g. PCI).
 - 3.7.2.3.3. Changes to the ITB hardware and software versions (as held in the CMDB) shall be managed through the configuration and change control processes as

detailed in Reference L. This includes management of ITB Build 6 (when available).

- 3.7.2.3.4. The Purchase shall meet the defined change meeting requirements as per Section 3.9.5.
- 3.7.2.4. Configuration Status Accounting (CSA)
 - 3.7.2.4.1. The Contractor shall prepare CSA reports on BMD Programme Engineering Change Proposal (ECP) status and baselines; the information shall be included in the monthly Project Highlight Report (PHR; section 3.8) and presented at each Project Checkpoint Reviews (PCR; section 3.9.3) and Project Progress Reviews (PPR; section 3.9.4).
 - 3.7.2.4.2. The Contractor shall review product CI status from the Implementation Projects to ensure the deliverables and product operational information are sufficient and suitable at Handover/Takeover of each implementation project (e.g. NCOP, Intel FS etc.) as they are delivered.
- 3.7.2.5. CM Audit and Verification
 - 3.7.2.5.1. There are several Implementation Projects that will continue to be developed as part of the BMD SoS. Upon request from the Purchaser, the Contractor may be required to support site verification audits to demonstrate that the actual status of all CIs matches the authorised state of CIs as registered in the CSA reports according to Reference L.
 - 3.7.2.5.2. As required by the Purchaser, the Contractor shall support the Implementation Projects Functional Configuration Audit (FCA) and the Physical Configuration Audit (PCA).
 - 3.7.2.5.3. The Contractor shall assist the BMD Programme Configuration Manager to conduct internal BMD Programme FCA and PCA (e.g. ITB PCA), one of each at least annually.
 - 3.7.2.5.3.1 The Contractor shall write the internal BMD Configuration FCA and PCA reports within ten working days after completion of audits.
 - 3.7.2.5.3.2 The Contractor shall track associated actions to closure.
- 3.7.3. Risk Management
 - 3.7.3.1. The Contractor shall support Risk Management activities for the BMD Programme as described at Reference SS.
 - 3.7.3.2. The Contractor shall provide qualified personnel, with skills and competencies in risk and issue management, that will contribute to the BMD Programme Risk Management activities by:

- 3.7.3.2.1. Attending the Risk Coordination Group (RCG) meetings organised by the BMD PO;
- 3.7.3.2.2. Identifying BMD Programme risks and issues;
- 3.7.3.2.3. Assessing BMD Programme risks and issues;
- 3.7.3.2.4. Supporting the elaboration of mitigation plan for risks and remedial plans for issues.
- 3.7.4. Quality Management
 - 3.7.4.1. Contractor QA personnel shall be actively involved in programme level QA activities during BMD Programme Tranches execution such as conducting project audits, monitoring performance at specific milestones or gates and supporting implementation of Lessons Learned which are resulting from these above activities.
 - 3.7.4.2. The Contractor QA personnel shall contribute to the BMD Programme Quality Management in below areas:
 - 3.7.4.2.1. Processes:
 - a. Participates to the QMS development, implementation and maintenance
 - b. Monitors and audits the process implementations
 - c. Maintains the process improvement loops by means of:
 - i. Maintaining the improvement recommendations (resulted from Programme level lessons learned, QMS Reviews (QMSR), external audits, BMD Programme Reviews of Management, etc.) in the dedicated JIRA improvement repository (see section 3.4.4.1) established by Purchaser,
 - ii. Participating to the implementation of improvement recommendations both within the programme and in support of the wider NCI Agency activities,
 - iii. Following up the implementation progress of the improvement recommendations by coordinating with owner(s),
 - iv. Updating the Programme level improvement plan and reports under the supervision of Purchaser QAR.
 - 3.7.4.2.2. Evaluations:
 - a. Verifies that the documents (SoS Requirements, ADD, V&V Plans and Descriptions) are produced in accordance with the relevant processes
 - b. Evaluates/audits processes and products (including system builds) in accordance with BMD Programme Tranche Execution planning and, provides reports to Purchaser QAR

- c. Analyses corrective actions and trends, accordingly initiates and implements relevant action plans and reports quarterly at PPR.
- d. Participates to the RCG, if required
- e. Participates to configuration boards activities if required
- f. Monitors the PTR resolution verification
- g. Reviews associated BMD implementation contracts' management plans to ensure the QA aspects are fit for purpose for the BMD Programme.

3.7.4.2.3. Planning:

- a. Contributes to the creation of BMD Programme level QAP
- b. Participates to the formal gate reviews at ability level, evaluates and reports on the entry and exit criteria

3.7.4.2.4. Test and Acceptance:

- a. Participates in the preparation (checking the entry criteria) and in the Test Readiness Reviews (TRR) sessions
- b. Performs QA Configuration Verification Inspections on the test bed to ensure that tests are performed within a controlled environment (i.e. as-built configuration complies with as-designed configuration).
- c. Witnesses qualification testing / acceptance testing (may be delegated to Engineering Lead) to ensure that test events are executed in accordance with related test plan(s) and procedures.
- d. Participates in the test debrief to ensure that the test event has been conducted as defined in related test plan(s) and procedures.

3.7.5. Other Programme Support Management Work

3.7.5.1. The Contractor shall support presentations to Purchaser meetings or conferences.

3.7.5.2. The Contractor shall support preparation of project information material such as brochures, white papers, posters and video presentations.

3.8. Project Highlight Report

- 3.8.1. The Contractor shall provide, no later than the third business day of each month, a Project Highlight Report (PHR). This report shall summarise the Contractor's activities, including as minimum:

Serial	Requirement
1	Summary of contract activities during the preceding month, including the status of current and pending Work Packages and invoicing and payments;
2	Progress of work and schedule status, highlighting any changes since the preceding report;
3	Status of action items
4	Description of any identified issues, anomalies and risks with proposed solutions and corrective actions;
5	Test(s) and verification activities conducted and results (dashboard and metrics);
6	ITB reliability and availability metrics
7	List and status of Contractual Items submitted to Purchaser's acceptance;
8	Changes in key Contractor personnel, as approved by the Purchaser;
9	Organisation chart including upcoming changes in Contractor personnel
10	Summary of Configuration Management activity and contribution (e.g. Change Requests, Audits, CM boards organised and/or attended);
11	QA activities performed in accordance with QAP
12	List and status of lessons learned
13	Plans for activities during the following reporting period.

Table 3-2 – Content of Project Highlight Report**3.9. Meetings****3.9.1. General**

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

Serial	Requirement
1	Purpose
2	Agenda
3	List of participants
4	Date, hour, place, duration
5	Draft Slides of the meeting

Table 3-3 – Content of Invitations to Meetings

3.9.1.2. Unless otherwise specified, at least 2 working days before all meetings required under this Contract, the Contractor shall send the final presentation (slides) that will support the meeting.

3.9.1.3. The Contractor shall record meeting minutes and post them on the NR BMD Portal within 3 working days after the meeting.

3.9.1.4. The meeting minutes shall include:

Serial	Requirement
1	Input documents
2	Time and date of the event
3	Participants
4	Comments raised
5	Decisions taken
6	Actions assigned

Table 3-4 – Content of Minutes of Meetings

3.9.1.5. The minutes shall not be used as a mechanism to change the terms, conditions or specifications of the Contract, or as a vehicle to alter the design or configuration of equipment or systems. Such changes shall only be made by agreement, amendment or by authorised mechanisms as set forth in the SE&I Contract Part II and III.

3.9.1.6. The overall planning reporting cycle, which is composed of the KO Meeting, the PMR, the Project Checkpoint Reviews (PCR) and Project Progress Reviews (PPR), is illustrated in the Figure 3-1 below. The details of these meetings are described in sections below.

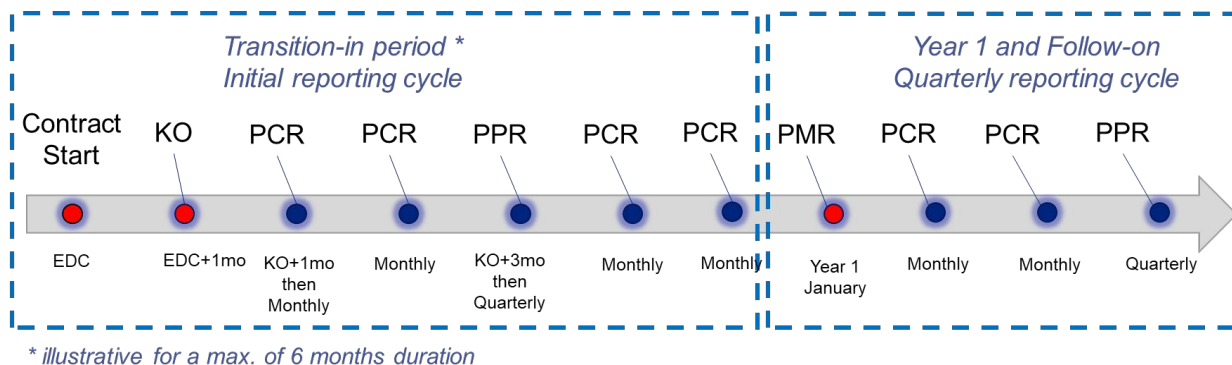


Figure 3-1: Overall Reporting Cycle

3.9.2. Kick-Off Meeting of the SE&I contract

3.9.2.1. The Contractor's Project Manager or designated representative shall participate in a kick-off meeting with the Purchaser and other relevant NATO stakeholders. This meeting will be held at the Purchaser's facility no later than one month after the EDC.

- 3.9.2.2. The purpose of this meeting is to review the Contractor's organisation, processes in place and detailed activities to be performed during the transition-in period at the start of the contract (see section 6.1).
- 3.9.2.3. The Contractor shall present and introduce, at minimum, an initial version of the CPMP, the PWBS, the QAP, the CMP and the OIMP. The initial delivery of these documents shall address all the requirements as described in the SOW. They shall have the appropriate level of quality and maturity in term of processes, controls or tools required to perform the activities identified during the Transition-in period.
- 3.9.2.4. The Contractor shall present and introduce the TiP and the initial version of the PMS. They will be used to monitor and control the proper execution of the transition-in activities.
- 3.9.3. Project Checkpoint Reviews (PCR)
 - 3.9.3.1. The Contractor shall conduct Project Checkpoint Reviews (PCR) at least once a month throughout the Contract period of performance. By default, the PCRs shall take place in the week after delivery of the PHR. However; the date and time of PCRs may vary and, where possible, be scheduled with other project meetings.
 - 3.9.3.2. The Contractor shall identify and discuss problems with the Purchaser promptly, however, and not delay this until the next PCR.
 - 3.9.3.3. The Contractor shall track and report on actions until completion.
 - 3.9.3.4. The PCR shall be conducted in one of the Purchaser's sites and the location shall be subject to the Purchaser's approval.
 - 3.9.3.5. The Contractor shall organize the first PCR no later than one month after KO.
- 3.9.4. Project Progress Reviews (PPR)
 - 3.9.4.1. The Contractor shall prepare and arrange quarterly Project Progress Reviews (PPR) as progress meetings with Purchaser participation. PPRs are conducted every three months after KO, and shall also constitute the monthly PCR when held.
 - 3.9.4.2. The purpose of the PPR is to obtain a quarterly review of the work in progress as described in the PWBS in section 3.6.4, and to identify and seek approval from the Purchaser of any necessary adjustment to the work planned.
 - 3.9.4.2.1. To update the Purchaser of the outstanding actions and seek approval from the Purchaser to close them when appropriate.
 - 3.9.4.2.2. To identify, describe and seek approval from the Purchaser of any required new actions.

- 3.9.4.3. The PPR shall include:
- 3.9.4.3.1. A presentation of the complete status of contract work related to the Purchaser schedule;
 - 3.9.4.3.2. The status of the actions from prior meetings;
 - 3.9.4.3.3. A specific focus on activities performed and work accomplished since the previous review, including major milestones achieved as applicable;
 - 3.9.4.3.4. When necessary, a proposal for adjustment of work planned. These adjustments are related to work with the appropriate flexibility offered in the SE&I Contract (e.g. level of effort based activities), and shall not constitute changes to the terms and conditions of the SE&I Contract. This shall include in particular a yearly adjustment to the manpower profile assigned to Engineering activities identified under section 4 ;
 - 3.9.4.3.5. A Risk and Issue Summary (the status of items in the Risk and Issue Logs);
 - 3.9.4.3.6. The implementation status of the consolidated lessons learned/improvements.
- 3.9.4.4. The Contractor's Project Manager or designated representative shall participate in the PPR meetings as requested by the Purchaser.
- 3.9.5. Project Management Review (PMR)
- 3.9.5.1. The primary purpose of the PMR is to accept the plans, to include scope and schedule, for Contractor activities provided within the SE&I Contract.
 - 3.9.5.2. The PMR shall also constitute the monthly PCR as described in section 3.9.3 when held.
 - 3.9.5.3. The PMR shall be held at the Purchaser's facility two weeks after the end of the transition-in period.
 - 3.9.5.4. The Contractor shall provide the following material for the PMR for Purchaser acceptance:

Serial	Requirement
1	Contractor Project Management Plan (CPMP)
1.1	Quality Assurance Plan (QAP) (As Annex of the CPMP)
1.2	Configuration Management Plan (CMP) (As Annex of the CPMP)
1.3	Project Work Breakdown Structure (PWBS) (As Annex of the CPMP)
2	Programme Master Test Plan (PMTP)
3	Test Observation and Issue Management Plan (OIMP)
4	ITB Service Delivery Plan (SDP)
5	Integrated Logistics Support Plan (ILSP)
6	Project Master Schedule (PMS)
7	Project Risk Log
8	Project Issue Log

9	Project Quality Log
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Table 3-5 –Contractor’s deliverables for the Project Management Review

- 3.9.5.5. For the material already delivered as initial version at the KO, the Contractor shall present their final version for acceptance. They shall have the level of quality, maturity in term of processes, controls or tools and realism (for the PMS) required to perform the entire activities as described in the SOW.
- 3.9.6. Configuration Management Board Meetings
 - 3.9.6.1.1. The Contractor shall organise, prepare read-ahead material, secretary and present ECPs for the BMD programme-specific CM Boards as defined in Reference L (Change Implementation Boards, Change Advisory Boards and Configuration Control Board). Note: The CIB and CAB are normally held as a joint board and are held every two weeks, and the CCB is normally held monthly. The timings of the boards may change to meet demand.
 - 3.9.6.1.1.1. The Contractor shall produce the change board minutes for review within 2 working days.
 - 3.9.6.1.2. As required by the Purchaser, the Contractor shall support wider AMDC2 and NCI Agency CM boards for changes that may impact BMD SoS to provide CM expertise on BMD programme CM aspects.
 - 3.9.6.1.3. The Contractor shall track change actions and follow-up with stakeholders to complete them to ensure changes are on track for their milestones/dates, and if necessary elevating issues to the BMD Configuration Manager.
 - 3.9.6.2. The Contractor update the CMDB PCI as required with the outcomes of the CM boards.
- 3.9.7. Additional meetings
 - 3.9.7.1. The Contractor shall identify to the Purchaser any other meetings with NATO personnel required to support the SE&I Contract.
 - 3.9.7.2. Upon approval by the Purchaser, the Contractor shall schedule and conduct such meetings, which shall be mentioned in the relevant PHR.

4 SYSTEMS ENGINEERING AUGMENTATION

4.1. Description of activities

- 4.1.1. Contractor shall provide Systems Architecting and Engineering expertise to contribute to the monitoring of Tranche execution, SoS Requirements Management, Architecture, ARS and Interface maintenance.
- 4.1.2. In the timeframe of the contract, significant engineering effort is expected in these areas because all Implementation Projects are in the procurement phase and there will be a need to be able to quickly assess architecture impact of implementation project scope and cost changes. Agreed changes will have to be implemented consistently in the different engineering products to maintain track of the functional, allocated and fielded baseline of the BMD capability. These changes shall be managed through the configuration management processes.
- 4.1.3. In support of the above the Contractor shall perform the following activities as required and directed using the collaborative environment as described in section 3.4:
- Maintain the architectures, requirements and interfaces for the BMC3I systems of the BMD capability related to the Tranches.
 - Maintain the ARS requirements that flow top-level BMD requirements from the ADD to the various BMC3I systems in order to provide the intended BMD capability.
 - Maintain the VCRI that provides traceability from User requirements to test items.
 - Support technical impact assessment of BMD L-ECPs.
- 4.1.4. Support technical reviews, internal to AMDC2, to the Agency, and those conducted for external stakeholders (e.g. Nations and Operational Community). The Contractor team shall work day-to-day in an Integrated Project Team (IPT) fashion with the Purchaser staff (and other NCI Agency stakeholders) whereby most engineering activities may be conducted either by Contractor personnel, Purchaser staff, or jointly.

4.2. Manpower profile

- 4.2.1. The initial manpower profile (number of Full Time Equivalent (FTE) of Contractor's personnel) at EDC is defined under Table 4-1 below:

	Firm requirements				Optional requirements
Period of Performance	Year 1	Year 2	Year 3	Year 4	Following years
Minimum level of effort (FTE)	3	3	2.5	1.5	0

Table 4-1 – Manpower profile for SE effort

- 4.2.2. At EDC the Contractor shall provide one Senior System or Software Architect, and two Senior Systems Engineers with the minimum set of qualifications described in section 8.3.4, 8.3.5, 8.3.6 to this SOW.
- 4.2.3. Contractor assigned to the tasks described in this section shall not work on activities related to other sections of this SOW unless directed or authorized by the Purchaser and provided that hours are reported and billed accordingly.
- 4.2.4. In order to provide the necessary flexibility to adapt to external dependencies on the BMD Programme, and in accordance with the Special Contract Provisions, the number of FTEs of Contractor's resources for SE as depicted under Table 4-1 for SE shall be reviewed and revised as deemed necessary by the Purchaser. Such a revision shall be applicable for the remaining period of performance, and decided by the Purchaser before the end of each year during a PPR and no later than 90 days before the end of the year. CPMP, PWBS, and PMS shall reflect the approved revision in the SE Contractor's manpower profile.

5 INTEGRATION, TESTING AND TRANSITION OF NATO BMC3I SYSTEMS TO OPERATION

5.1. Introduction

- 5.1.1. The purpose of this section is to provide test engineering and technical analysis support during the planning, assessment, execution and reporting of the BMD Programme's Integration and Verification Tests, support to Operational validation tests and BMD exercises, including consideration of test events results for further inclusion into the architecture.
- 5.1.2. The V&V activities shall be performed day-to-day in an IPT fashion with the Purchaser staff.
- 5.1.3. It is expected that the Contractor personnel will be based at NCI Agency, The Hague, The Netherlands, for the vast majority of the work, with travel to other sites as appropriate. Back-office or off-site work is discouraged, as the work is collaborative in nature and the work to be performed on NS environment can only be executed on-site.
- 5.1.4. The requirements in this section include support for all phases of BMD testing. This effort supports the Purchaser phased test process with reviews, reports, briefings, meetings and coordination in accordance with NATO and National test policies, statutes, regulations and instructions.
- 5.1.5. The V&V efforts aim for the integration of all the component parts of the BMD Architecture, i.e. NATO BMC3I Systems, weapon and sensor systems. The principal outputs of the BMD Programme, BMC3I system upgrades and enhancements, are tested and verified using the BMD ITB. The V&V purposes are to test interoperability and perform geographically distributed integration of the new capabilities, using hardware in the loop and support from operators, and conduct field-testing involving operational commands, BMC3I, weapons, and sensors during operational events.
- 5.1.6. The Purchaser's incremental V&V approach is looking for optimisation of resources during the development of NATO and National BMD systems and using to the maximum extent possible the available systems to reduce integration risks. The approach aims to:
- a. Use constructive simulations, and Software In The Loop (SWIL) / Hardware In The Loop (HWIL) labs for the BMD Architecture Integration and risk reduction using developmental versions of NATO C2 and National systems;
 - b. Verify the BMD Architecture with operational versions of NATO and National BMD Systems;
 - c. Support the validation of the operational capability during tests and exercises with live systems.

5.2. Management of the Integration, Test and Verification Programme

- 5.2.1. The objective of this task is to develop a BMD Programme Master Test Plan (PMTP) and monitor its execution of to ensure the effective integration of the NATO BMD BMC3I Systems with National Programme elements into the BMD Architecture, and to confirm through testing and verification that this Architecture meets NATO BMD requirements.
- 5.2.2. Programme Master Test Plan (PMTP)
 - 5.2.2.1. The Contractor shall update and maintain the PMTP as described at Reference X. The PMTP shall be derived from and consistent with the Programme Verification Strategy (PVS) (Reference H), and with the Integrated Master Test Schedule (Reference Y). The Contractor shall update the PMTP annually.
 - 5.2.2.2. The PMTP shall include the approach for verifying and validating the BMD tranches against the VCRI (a description of how the VCRM will be populated through events).
 - 5.2.2.2.1. The PMTP shall identify the KPIs, test and analysis data sources used in the VCRM assessment.
- 5.2.3. Risk Management
 - 5.2.3.1. The Contractor shall contribute to the Risk Management activities as described in Sections 3.6.6 and 3.7.3 for risks related to tests readiness, execution, and assessments.
 - 5.2.3.2. The Contractor shall monitor milestones and events leading up to a test event and assess overall schedule risks and mitigation actions.
- 5.2.4. Requirements Verification & Validation Assessment
 - 5.2.4.1. The Contractor shall ensure the SMART⁷ assessment of the BMD requirements to ensure requirements can be verified.
 - 5.2.4.1.1. The Contractor shall, as part of the SMART assessment, ensure that all requirements are verifiable and propose a verification method for each requirement adding detail to the VCRI where required. The Contractor shall propose the verification method and acceptance metrics and data collection, as well as pass/fail criteria for each requirement. The Contractor shall propose an allocation of each requirement in the VCRI to a verification or validation event and enter it in the data warehouse to populate the VCRM. The VCRM includes tests performed by the implementation projects and shall be updated with the results from these tests.

⁷ Specific, Measurable, Attainable, Relevant, Time-bound

- 5.2.4.1.2. The Contractor shall deliver the VCRM and propose the format, content and frequency of updates (at least after every formal test event) for approval by Purchaser.
- 5.2.4.2. The Contractor shall participate in element and component design and testing reviews of the system implementation projects. This participation shall consist in test approach analysis, integration analysis, and assessing integration status.
- 5.2.4.3. The Contractor shall assess the delivery status and verification and validation status of the overall BMD Capability. This assessment is conducted in accordance with the Purchaser, and shall include reference to outputs, abilities, outcomes (as per Reference E) and benefits (as per Reference J). The Contractor may propose other additional assessment metrics that he deems relevant.
- 5.2.4.4. The Contractor shall ensure automated results to queries on requirements verification status, and ensure traceability between BMD requirements and the status of their verification, and all associated events data, results, and documentation.
- 5.2.4.5. The Contractor shall provide in an automated fashion an impact assessment on the allocation of requirements to verification events and verification status of any proposed BMD requirements modification.
- 5.2.4.6. The described tasks shall be executed using the provided collaborative environment described in section 3.4. The Contractor may propose required modifications or alternatives if this would improve cost, schedule or quality.
- 5.2.5. The Contractor maintain templates for test plans, test procedures, test schedules, test briefings and test meeting agendas. The templates shall be updated based on lessons learned, and also to be in line with Agency templates, as required.
- 5.2.6. Project Specification Documents (PSDs) and Task Orders (TO)
 - 5.2.6.1. The detailed scope of the V&V events to be performed by the Contractor shall be coordinated between Contractor and Purchaser and documented in Project Specification Documents (PSDs).
 - 5.2.6.2. Task Orders are the contractual mechanism triggered by the PSDs. Task Orders will be used to manage Contractor tasking, which includes events such as test events, exercise support, training, operational support etc. as determined by Purchaser.
 - 5.2.6.3. Several factors determine the scope of the Task Orders as described in the PMTP. The number of the BMD Architecture requirements, the number of NATO C2 software drops, the number of National systems contributed by the Alliance Nations, and the training events identified by the Operational Community define the total number of events required to verify the BMD Architecture.

- 5.2.6.4. Within one month of a PSD request from Purchaser and for each PSD:
- 5.2.6.4.1. The Contractor shall conduct with the Purchaser a PSD review meeting to assess possible test objectives, requirements verification associated to the task venue, level of effort required and evaluate BMD Programme participation in the event(s).
- 5.2.6.4.2. The Contractor shall schedule PSDs development in accordance with the schedule in the IMTS and the sequence of V&V events described in the PMTP.
- 5.2.6.4.3. The Contractor shall produce within one month after the PSD review meeting a PSD analysing the goals and the concept (e.g. test, exercise, BMC3I regression test, etc.) and defining the sequence of events (following the examples given at Table 5-2), including all the required Meetings, Test Execution steps and deliverables.
- 5.2.6.5. Changes from the Purchaser to approved Task Orders can result in a revised Project Specification Document, Task Order schedule and deliverables.

5.3. Conduct Verification & Validation Events

- 5.3.1. BMD Programme testing activities.

- 5.3.1.1. The BMD Programme testing activities consist of the following types of Test⁸:

Category of test	Comments	Example ⁹
Per BMC3I system delivery, executed by Projects, and witnessed by Programme:		
Factory Acceptance Test (FAT)	Witnessing test events (at developer factory)	See Appendix A
Laboratory Site Acceptance Test (L-SAT ¹⁰)	Witnessing test events (at NCIA)	See Appendix A
Laboratory User Assessment Test (L-UAT)	Witnessing test events (at NCIA)	See Appendix A
Site Acceptance Test (SAT)	Witnessing test events (at NCIA)	See Appendix A
Site Integration Test (SIT)	Witnessing test events (at Operational site)	See Appendix A
User Acceptance Test (UAT)	Witnessing test events (at Operational site)	See Appendix A

⁸ See Reference H, Section 8 (glossary) for the full description and distinction of the terms in this table

⁹ Where a recent PSD exists it has been included here as an embedded section of Reference RR. Where none exists, the examples in Appendix A demonstrate the effort required.

¹⁰ Projects may refer to a Site or System Acceptance or Integration Test, the Programme refers to a Site Integration Test (SIT). Sometimes these might be the same event, with a SIT being conducted collaboratively between BMD Programme, Project and Supplier to ensure that it works as expected. It might also be that the testing normally expected in a SIT might occur during a roll-out, especially if the system being rolled out offers no new functionality and could be regarded as an upgrade. In this case, regression testing may be the main activity. Includes the project-specific term "NATO ACCS Maintenance Facility (NAMF) Acceptance Tests (NAT)"

Category of test	Comments	Example ⁹
Maintenance Release (MR)	Witnessing test events (at Operational site)	BMD-IT-BC-PSOPRT-004-2.0
For each Tranche verification:		
Ensemble Test	Formal multinational interoperability test between NATO and National systems	BMD-IT-BC-PSET20-004-1.0
Ensemble Test Lite	Formal multinational interoperability test between NATO and National systems (less scope than ET)	BMD-IT-BC-PSETLITE19-004-2.0
System-of-System Integration Test (SoSIT)	Pre-validation communication check of BMC3I and NATO sites	BMD-IT-BC-PSBMSIT20-004-1.0
Communications Tests	Infrastructure support to NATO - > Nation networks	BMD-IT-BC-PSCOMMS-004-4.0
For each Tranche validation:		
Ensemble Operator Test	Operational users operating the BMC3I in the ITB, as a support to validation	BMD-IT-BC-PSEOT20-004-1.0 (note future EOT will have approx. same effort as ET)
Operational Validation Test (e.g. Steadfast Alliance/Armour)	Decision on venue is made by Bi-SCs	See Appendix A
Exercise Support (e.g. Joint Project Optic Windmill, At-Sea Demo/Formidable Shield)	Network and BMC3I subject matter expertise provided to (and funded by) nations	See Appendix A
Other		
NATO-Nation Integration Test	Integrating a national system either on operational or test	BMD-IT-BC-PSPOLWISLA-004-1.0
Ad-Hoc Experiment	Small informal test event	BMD-IT-BC-PSOUS20-004-1.0

Table 5-1 – Types of Tests

- 5.3.1.1.1. Depending on the scope, tests may be an individual Task Order, or executed as part of a larger Task Order.
- 5.3.1.2. NATO BMC3I System Tests
- 5.3.1.2.1. The Programme (as a Contractor-and-Purchaser IPT) witness and monitor the NATO BMC3I Systems (a.k.a Implementation Projects) tests and results. It is expected that no additional tests will be needed after the execution of the tests at this level, unless it is either not possible to test in isolation (i.e. another BMC3I system is involved and unavailable) or it is deemed necessary to re-test. Additional BMC3I-to-BMC3I tests are carried out as part of Ensemble Tests.

- 5.3.1.2.2. There is a distinction in scope between BMC3I tests:
- 5.3.1.2.2.1 New Capability: This is either a new BMC3I, or one which has a large degree of change (e.g. update from version 3.0 to 4.0). This will require Contractor scrutiny and witnessing at various sites (factory, NCI Agency, Operational Sites).
- 5.3.1.2.2.2 Enhanced Capability: This is a small degree of change to an existing BMC3I (e.g. update from version 3.0 to 3.1). This will require mainly Contractor scrutiny of test products rather than witnessing, so will take place mostly at NCI Agency.
- 5.3.1.2.2.3 Maintenance Releases (MR) are anticipated annually for BMC3I, and (being mainly regression tests and bug fixes) are similar in scope to Enhanced Capability Tests, but may take place at Operational Sites.
- 5.3.1.2.3. Implementation Projects contribution to BMD Programme tranches
- 5.3.1.2.3.1 The ADD4.1 (Reference E) identifies the Implementation Project software deliveries per tranche. The current contribution of the Implementation Projects is shown in Figure 5-1. It is important to note that this schedule and the allocation of projects to tranches could evolve while the programme progresses through the different Tranche deliveries.
- 5.3.1.2.4. The entire set of BMC3I System Tests (FAT, SAT, SIT, UAT, MR) will be executed each time an Implementation Project contributes to a tranche.

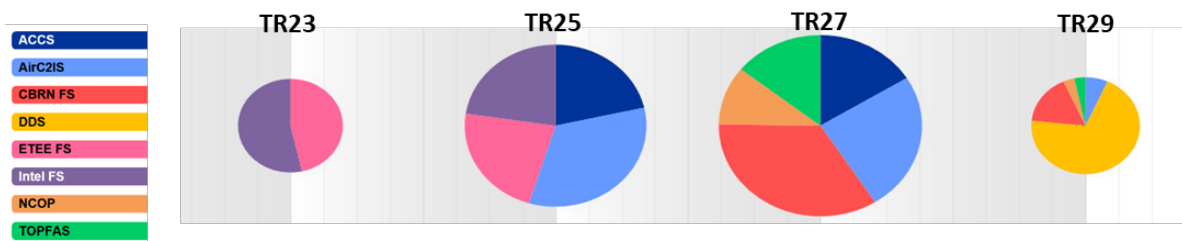


Figure 5-1 - Implementation Project Deliveries per Tranche per ADD4.1

- 5.3.1.3. NATO-Nation Integration Test
- 5.3.1.3.1. NATO-National integration tests (NNIT) are conducted in accordance with the schedule of systems availability provided by the Nations and updated at the BMD Test and Exercise Annual Planning Meeting (BMD-TEAM). Reference E provides information regarding the planned integration of National BMD systems into the NATO BMD Architecture. However, these projections may be modified due to changes to NATO's C2 systems' implementation and/or National BMD systems schedules.
- 5.3.1.3.2. A NNIT is a formal test with a "New-to-NATO BMD" system representation that has not previously been connected to the ITB (which could include a previously connected system with significant upgrades). This is typically a formal test that

determines a system representation's capability and compatibility with the ITB (e.g. can it work with all threat types, threat countermeasures, debris, etc.). All existing systems interacting with the ITB to date have had a connection test.

5.3.1.4. Ensemble Tests

- 5.3.1.4.1. An Ensemble Test (ET) supports a technical verification of requirements allocated to that test event. An ensemble test verifies interoperability of systems within the BMD system of systems. This includes NATO BMD BMC3I systems (e.g. ACCS, AirC2IS, NCOP), NATO-to-National Systems (e.g. ACCS \leftrightarrow FRA SAMP/T, AirC2IS \leftrightarrow USA C2BMC), and between national systems (e.g., DEU SAMOC/Patriot \leftrightarrow USA Aegis). ET verifies functional requirements and, when possible, non-functional requirements. Ensemble tests cannot verify Communications requirements (e.g., latency, redundancy, etc.), as ETs are held on the CFBLNet test network and not on the operational network.
- 5.3.1.4.2. An ET requires several Technical Interchange Meetings (TIMS), test plans, test procedures, Integration plans, Test Readiness Reviews, a Quick-Look Report, and a final report. The full scope of these deliverables is described further in section 5.3.2.3.
- 5.3.1.4.3. Ensemble Tests include updated versions of from one to eight BMC3I systems, and from one to ten national systems. See Figure 5-1 for current scheduled BMC3I updates per tranche.
- 5.3.1.4.4. Due to the variable participants, an ET can vary in size and complexity. Additional systems do not indicate a linear increase in effort, as there may be synergies (e.g. if a new national system has the same capabilities and interfaces as an existing one), or added complexities (if there are multiple new communication paths to verify).
- 5.3.1.4.5. ET can therefore be seen on a spectrum, from a very limited scope (e.g. ET-LITE) to a full test of all interfaces (nominally, an ET-MAX). In the normal case, a standard ET is in support of a tranche delivery, and so requires all of the ET deliverables. An ET-LITE may require fewer, and an ET-MAX would require more technical interchange meetings.
- 5.3.1.4.6. ET-LITE are ET with Limited Integration Test Events; Limited indicates this is not necessarily linked to a validation event and the analysis time will be more limited. An ET-LITE is held in years alternating with an ET, and broadly takes the same form, except that generally its scale will be smaller. ET-LITE reduces the risk to delivery of capability in a future tranche and provides an opportunity to re-test abilities which were found to be defective during earlier test events.
- 5.3.1.5. System-of-Systems Integration Test
- 5.3.1.5.1. Each system is integrated into the NATO operational sites independently, witnessed as a Site Integration Test. Prior to an operational validation event, a System-of-Systems Integration Test (SoSIT) is carried out, to verify the intercommunication between the BMC3I at all sites involved in the test.

Contractor involvement is necessary to support the test planning and reporting, and to participate as a Subject Matter Expert (SME) in the SoSIT (both at the ITB and at the various sites). This is a high-level check of in-service systems, not a repetition of the SIT, so the resolution of any issues will be handled by in-service support mechanisms (i.e. outside the remit of the Contractor).

5.3.1.6. Communications Test

5.3.1.6.1. Conducting formal verification for the BMD Communication Services provided to the nations through the fielded NATO National Gateway (NNG). This verification is a joint effort between NATO and nations as scope is crossing the responsibility borders. This takes place on the exercise and operational domains.

5.3.1.6.2. This includes, but is not limited to: Connectivity tests for JChat [NATO secure operational text communications], Joint Range Extension [NATO extension of operational real-time communications] (Operational and Exercise domains), Simulation Information Exchange (e.g. Distributed Interactive Simulation, DIS) and Voice over Secure IP (VoSIP) BMD services.

5.3.1.7. Ensemble Operator Test

5.3.1.7.1. An Ensemble Operator Test (EOT) is conducted at the ITB to provide an early venue for the Bi-SCs to assess their DOTMLPFI Key Performance Indicators (KPIs), and support the assessment and transition readiness to operations of the developed BMD SoS capability. The scope is similar to an Ensemble Test, but the focus is on the operational user. EOT is part of the testing sequence leading up to acceptance of Tranches in the BMD Programme development, where operators are invited to test and assess new deliveries to the programme, before those deliveries are fielded.

5.3.1.8. Operational Validation Test

5.3.1.8.1. Operational Validation tests represents a system of systems test performed by the operational community to determine the fitness for use of the BMC3I. Therefore it uses operational systems on the operational network with operational users on the consoles. These tests are typically part of the Operational Test & Evaluation of a deployed capability by the operational user. These tests can take place at other events, e.g. during training or exercise events when possible. This may be one big test, or a series of tests managed under the umbrella of one Task Order. Once again, deliverables may vary, and close attention is required in the development of the PSD.

5.3.1.9. National Exercise Support (Optional)

5.3.1.9.1. Involvement in an exercise as an operational assessment event results in the BMD Programme supporting the exercise, but not managing the exercise. The BMD Programme may provide much of the infrastructure, such as threat scenarios, or may monitor, record, and collect data associated with the exercise. The BMD Programme will participate in any planning conferences. An exercise

may or may not result in a BMD Programme test report. An Exercise may require some type of higher order test prior to execution (e.g., an ensemble test). Every exercise is different, has different objectives, and therefore different levels of support which needs to be clearly defined in the PSD.

5.3.1.10. Ad-Hoc Experiment

- 5.3.1.10.1. An ad-hoc experiment is usually at the request of a Nation for a new system representation, or as a Risk Reduction test with NATO C2 prototypes and National representations of various degrees of fidelity. It is typically small, and has no formal documentation. The BMD Programme facilitates a connection, sends or receives data and records data for the system being connected. Typically ad-hoc experiments do not require many planning tests or deliverables, and are less than 1 or 2 days effort.

5.3.2. BMD Programme Testing Cycle

- 5.3.2.1. In accordance with the Programme Verification Strategy (Reference H), there is a two year cycle of testing events, as can be seen in this excerpt diagram:

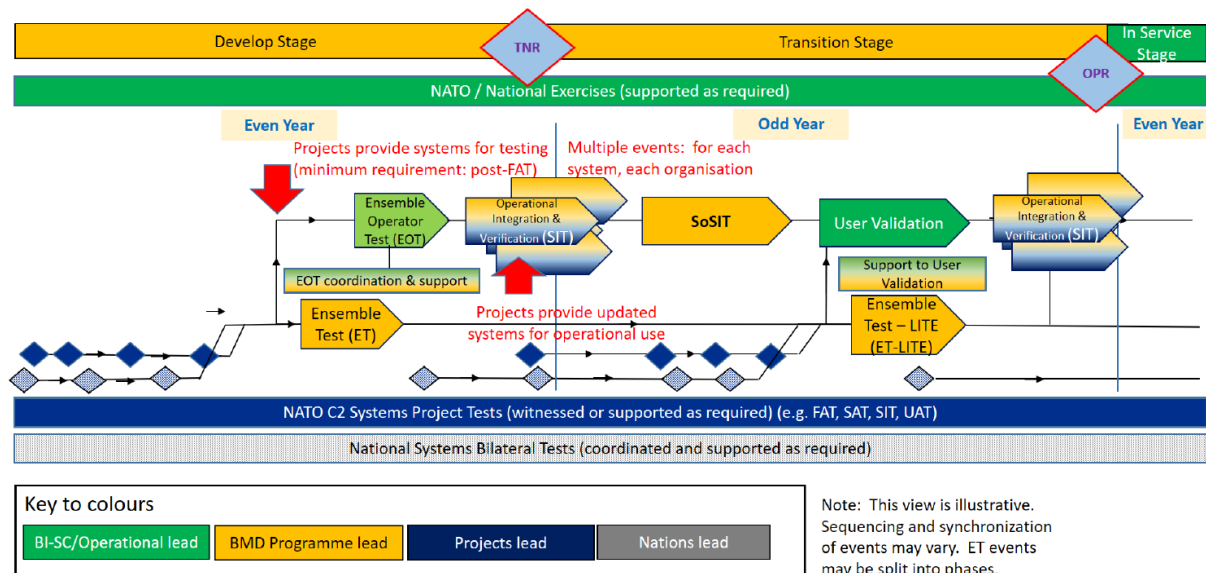


Figure 5-2 - Two-year V&V Cycle

- 5.3.2.2. The detailed schedule varies per tranche, and is maintained in the IMTS¹¹ (Reference Y), but **for illustration purposes** the approximate event flow could be as follows:

- a. Even Year
 - i. ET
 - ii. EOT, may execute early in odd year.
- b. Odd Year
 - i. SoSIT
 - ii. Operational Validation Test

¹¹ each of these events requires pre-planning and post-analysis activities.

- iii. Ensemble Test Lite
- iv. 2 x National Exercise Support
- c. Every Year
 - i. From one to eight BMC3I update cycles (see list in Table 5-1 – Types of Tests)
 - ii. If no update cycle, one Maintenance Release per BMC3I
 - iii. NATO-National SIT, schedule in Reference E
 - iv. Three Communications Tests¹²

5.3.3. Contractor contribution to Test Event

5.3.3.1. Test Events

5.3.3.1.1. A test event involves coordination with the test stakeholders over several months. Execution of an event can take between three months for a small test involving one or two BMD systems and eighteen months for a test with many more systems.

5.3.3.1.2. Test events described in section 5.3.1 differ in scope, though each follow the illustration in Figure 5-3 , with notional timelines for a typical test event project such as an ET with relative timeframes and milestones for the Planning, Development, Execution and Analysis phases:

¹² This indicates a test per nation: note that the example PSD in Table 5-1 – Types of Tests includes multiple nations. Depending on timing, connection tests with national systems may be individual PSDs, or batched in a single PSD.

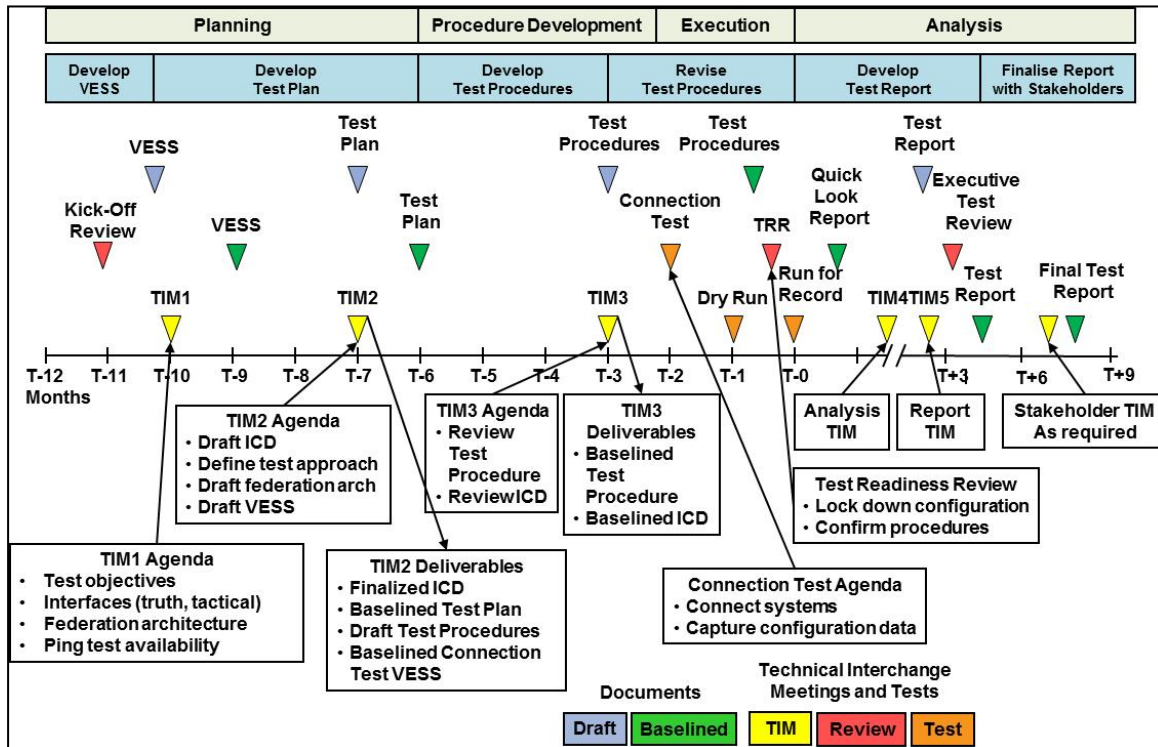


Figure 5-3 – Example of sequence of events for a Test event

5.3.3.1.3. Using ET as an example, the following Table 5-2 shows the relative difference in scope between the three nominal sizes of event:

	Ensemble Test	ET-LITE	ET-MAX	To be delivered
1.1	Test Meetings			
1.1.1	Test Kick-off Meeting Presentations	May be truncated	May require multiple workstreams	5 days before meeting
1.1.2	Initial Planning Conference TIM Presentation (TIM 1)			5 days before meeting
1.1.3	Mid Planning Conference TIM Presentation (TIM 2)	May be skipped	May be more than one	5 days before meeting
1.1.4	Final Planning Conference TIM Presentation (TIM 3)	May be via telecon		5 days before meeting
1.1.5	Test Readiness Review (TRR) Presentation			5 days before meeting
1.1.6	Quick Look Review Presentation			5 days before meeting
1.1.7	Analysis TIM Presentation (TIM 4)	May be via telecon	May be more than one	5 days before meeting

	Ensemble Test	ET-LITE	ET-MAX	To be delivered
1.1.8	Test Report TIM Presentation (TIM 5)	May be skipped		5 days before meeting
1.1.9	Review Meeting Presentations	May be digital	Higher scrutiny	5 days before meeting
1.1.10	Test Status Meeting Presentation	May be truncated		5 days before meeting
1.1.11	Test Kick-off Meeting Minutes			3 days after each meeting
1.1.12	Initial Planning Conference TIM Minutes (TIM 1)	Short	Detailed	3 days after each meeting
1.1.13	Mid Planning Conference TIM Minutes (TIM 2)	(Where executed) Short	Detailed	3 days after each meeting
1.1.14	Final Planning Conference TIM Minutes (TIM 3)	Short	Detailed	3 days after each meeting
1.1.15	Test Readiness Review (TRR) Minutes			3 days after each meeting
1.1.16	Quick Look Review Minutes	May be skipped		3 days after each meeting
1.1.17	Analysis TIM Minutes (TIM 4)	May be skipped	Detailed	3 days after each meeting
1.1.18	Test Report TIM Minutes (TIM 5)	Short	Detailed	3 days after each meeting
1.1.19	Review Meeting Minutes	Short	Detailed	3 days after each meeting
1.1.20	Test Status Meeting Minutes	Short	Detailed	3 days after each meeting
1.2	Test Planning			
1.2.1	Test Schedule	High Level	Loaded	5 days before KO meeting
1.2.2	Test Deliverable Requirement List			At KO meeting
1.2.3	Test Dashboard	May be skipped		1 month after KO meeting (updated as necessary)
1.2.4	Test Plan		May be more than one (one per workstream)	1 month before TIM2
1.2.5	Physical Test Architecture Diagram	High Level		1 month before TIM2
1.2.6	Logical Test Architecture Diagram	High Level		1 month before TIM2
1.2.7	Test Event Detailed Interface Description			1 month before TIM2

	Ensemble Test	ET-LITE	ET-MAX	To be delivered
1.2.8	Test Procedure	Short	May be more than one (one per workstream)	1 month before TIM3
1.3	Test Monitoring and Control			
1.3.1	Test Run Master Record			5 days after test execution
1.3.2	Test Data			5 days after test execution
1.3.3	Quick Look Report			5 days after test execution
1.3.4	Test Report		High scrutiny and coordination	5 days before TIM5
1.3.5	Review Action Plan			5 days before Test Review
1.3.6	Test Issues, Observations and PTR			1 month after Test Review
1.3.7	Lessons Learned Report			1 month after Test Review
1.4	Test Execution			
1.4.1	Dry Run	May be skipped	May be multiple	As required
1.4.2	Connection Test	Truncated	May be multiple	As required
1.4.3	Risk Reduction Test	May be skipped	May be multiple	As required
1.4.4	Run for Record		May be extended	As required

Table 5-2 Scope variation between ET, ET-LITE and ET-MAX

- 5.3.3.1.4. This high-level order of events (plan→execute→analyse) is common throughout all test events. The detail of scope is either in the PSDs in 'Example' column of Table 5-1 – Types of Tests, or described in the examples of Appendix A:
- 5.3.3.1.5. Following activation of a Task Order, the Contractor shall execute the sequences of events, along the lines of the tasks in the table above, as identified in the Project Specification Document. Each test event shall:
- 5.3.3.1.5.1 Determine the event objectives in consultation with Purchaser.
- 5.3.3.1.5.2 Provide the Definition of Systems Under Test, by describing Functional baselines (of the sub systems which are under tests), and system version documents.

- 5.3.3.1.5.3 Conduct all the meetings, starting with a Project KO Meeting to review the objectives, scope, organisation, resources and high level schedule of each test event.
- 5.3.3.1.5.4 Establish the detailed scheduling of the test event (including kick-off, planning, analysis meetings and test execution steps) in coordination with all test participants.
- 5.3.3.1.5.5 Develop the deliverables identified in the Task Order and defined in the Project Specification Documents, including but not limited to:
- 5.3.3.1.5.5.1 Develop supporting documentation and briefings, and publish meeting minutes for Purchaser acceptance.
- 5.3.3.1.5.5.2 Develop and maintain a dedicated dashboard documenting the status of each event described in a PSD (schedule, risk items, issues, actions, verification status). Dashboard shall be delivered 4 weeks after the kick-off meeting and is updated on a monthly basis in the PHR as described in section 3.8.
- 5.3.3.1.5.5.3 Deliver a Test Plan and Test Procedures in accordance with the schedule described in the Project Specification Document. The Plan includes:
- Test objectives
 - Entry criteria
 - Configuration items under, test elements
 - Requirements to be tested or verified (as per the VCRM)
 - Allocation of requirements to verification methods and test resources
 - Test cases, scenarios, test configuration, test database, test tools, etc.
 - Data collection requirements, network requirements
 - Requirements for Contractor participation at remote sites such as NATO HQs, NATO and National laboratories
 - Identification of any potential adverse effects of test on BMD operations, and proposed mitigations.
- 5.3.3.1.5.5.4 These documents, as specified in the PSD, can be delivered separately or delivered together in a Test Package.
- 5.3.3.1.5.6 Perform test risk, readiness, and execution analysis and assessments as part of the Programme's risk management process. The Contractor shall assist the BMD Programme in coordinating risks and issues of all test events and provide updates regarding overall schedule risks and mitigation actions.
- 5.3.3.1.5.7 Develop draft detailed test architecture diagrams for each test, identifying the WAN test architecture, the test participating locations, the LAN network topologies at the participating sites, security boundaries, and protocols

supported. Diagrams are provided to the Purchaser 1 month prior to test start date.

- 5.3.3.1.5.8 Support test event security accreditation by monitoring the participant sites accreditation status and provide the status to the BMD Programme.
- 5.3.3.1.5.9 Conduct test event status meetings as required with Test stakeholders.
- 5.3.3.2. Test Event Execution
 - 5.3.3.2.1. The Contractor shall conduct the execution of each test event, in coordination with NATO and National test stakeholders, and in accordance with the test plan and test procedures (if foreseen in the Project Specification Document), including partial test milestones identified during the event planning, including inter alia connectivity and federation risk reduction tests, interoperability integration tests, and final verification and validation tests.
 - 5.3.3.2.2. The Contractor shall during the execution of each test event:
 - 5.3.3.2.2.1 Operate the BMD ITB Open Framework Services (OFS) and local NATO and National representations;
 - 5.3.3.2.2.2 Prepare and input data for testing and prepare data collection requirements, including National data capture requirements and required test instrumentation;
 - 5.3.3.2.2.3 Implement operational and test scenarios, including threat and defence systems laydowns to successfully stimulate the BMD Architecture in order to test the requirements allocated to the test;
 - 5.3.3.2.2.4 Implement and execute threat scenarios for stimulation of the components in the test;
 - 5.3.3.2.2.5 Configure the test network and perform the integration of local and remote test participants;
 - 5.3.3.2.2.6 Conduct intermediate test steps as indicated in the Project Specification Document: risk reduction tests, connectivity tests, dry runs, and tuning of test scenarios to the event test objectives;
 - 5.3.3.2.2.7 Conduct a formal Test Readiness Review (TRR) before the execution of the test runs for record, including identification of the test configuration items, and ensuring that the results of a dry run (if conducted) enable the conduct of the Run for Record.
 - 5.3.3.2.2.8 Fulfil the role of test lead and lead the test proceedings during the test windows. In particular, the test lead shall:
 - 5.3.3.2.2.8.1 Direct the daily execution of the tests and orchestrate the stakeholders' test teams that include remote Test Participants and ITB Test Operators.

- 5.3.3.2.2.8.2 Direct the stakeholders' actions in accordance with the daily test schedules and drives the synchronised execution of the tests procedures in by all participants.
- 5.3.3.2.2.8.3 Take action to resolve or to agree with test participants on arising test issues (e.g. deviation to test cases, test schedule modification, test configuration modification)
- 5.3.3.2.2.9 Deploy staff to remote test participant locations as required to support the event execution;
- 5.3.3.2.2.10 Execute test cases runs in accordance with the test procedures;
- 5.3.3.2.2.11 Record the event;
- 5.3.3.2.2.12 Produce a test run Master Record;
- 5.3.3.2.2.13 Execute post-meeting test debrief (including but not limited to: Summary of the test results, Summary of any deviations, anomalies, or observations (PTRs), Agreement on the PTRs criticality (C/H/M/L), Requirements verification status (for those which are subject to test), Test case status, including decision to re-run or not);
- 5.3.3.2.2.14 Collect and place under configuration control local test data in the ITB data repository and manage test data provided by the test stakeholders;
- 5.3.3.2.2.15 Develop a Quick Look Report (QLR) coordinated with NATO and National test participants. The QLR shall report main observations and findings from the event that should be analysed in depth. The QLR shall also identify observations, emerging issues, and propose items for in-depth analysis. Each QLR is normally published within 5 working days of the test and is reviewed with Test participants during a Quick Look Review within one month of the test execution.
- 5.3.3.3. Test Analysis and documentation
 - 5.3.3.3.1. The Contractor shall report and conduct the results analysis of each test event in accordance with the test plan and the event analysis plan.
 - 5.3.3.3.2. The Contractor shall perform and report in the Test Report the analysis of each test event. In particular, the Contractor shall:
 - 5.3.3.3.2.1 Support the data analysis meetings and support the coordination of test results analysis with the stakeholders;
 - 5.3.3.3.2.2 Identify and report interoperability issues between BMD Systems and assess potential impacts to the architectures and requirements;
 - 5.3.3.3.2.3 Report the status of verification of the requirements associated to the event and the degree of fulfilment of the event objectives;

- 5.3.3.3.2.4 Maintain traceability between BMD requirements, test events, test data, test results (Data Warehouse).
- 5.3.3.3.2.5 Maintain the status of requirements verification in an integrated requirements and test tool (Data Warehouse);
- 5.3.3.3.2.6 Provide an updated overall verification status for the relevant Tranche outputs, abilities and outcomes;
- 5.3.3.3.2.7 Where required as per the OIDB process (Reference LL) the Contractor shall develop, document and develop a resolution plan
- 5.3.3.3.2.8 Register the observations, anomalies, issues, and defects identified during the events in the OIDB.
- 5.3.3.3.2.9 Classify the observations and issues by severity and propose a path for resolution;
- 5.3.3.3.2.10 Maintain under configuration management the test data and artefacts that enable detailed analysis, database scenario replays and future regression testing;
- 5.3.3.3.2.11 Identify Safety related issues;
- 5.3.3.3.2.12 Support the test results analysis with the NATO and National stakeholders, and incorporate their test results feedback in the test event documentation and report;
- 5.3.3.3.2.13 Register the lessons identified from the test event preparation, conduct and analysis, in order to improve the Team performance at the next test event;
- 5.3.3.3.2.14 Support the conduct of an event review to finalise the findings, conclusions and propose follow-up action plans;
- 5.3.3.3.2.15 Ensure that feedback of findings is included in the BMD SE process and where subsequent change is required it is managed through the CM process.

5.4. Integration Test Bed Management Service

5.4.1. ITB Service

5.4.1.1. The scope as described under sections 5.2 to 5.3 constitutes the ITB Service to be delivered by the Contractor to the Purchaser.

5.4.1.2. ITB Service Delivery Plan

5.4.1.2.1. The Contractor shall maintain the ITB Service Delivery Plan (Reference AA) detailing how the ITB Service will be rendered by the Contractor throughout the period of performance of the SE&I Contract. This plan shall include:

- 5.4.1.2.1.1 Service interface: the demarcation of service responsibilities between the Contractor and the Purchaser.
- 5.4.1.2.1.2 Security management: the tasks associated with maintaining and using the ITB within the guidelines of:
 - 5.4.1.2.1.2.1 The ITB Security Test and Verification Plan (Reference OO)
 - 5.4.1.2.1.2.2 The ITB Security Operating Procedures (Reference U)
 - 5.4.1.2.1.2.3 The ITB System-Specific Security Requirement Statement (Reference GG)
- 5.4.1.2.1.3 Incident management: how the Contractor will deal with service interruptions and application faults.
- 5.4.1.2.1.4 Problem management: how the Contractor will support problem identification, reporting, isolation, and resolution.
- 5.4.1.2.1.5 Release management: how the Contractor will establish the ITB Product Baseline releases.
- 5.4.1.2.1.6 Availability management: how the Contractor will ensure that the ITB service can meet its availability requirements:
 - 5.4.1.2.1.6.1 The Contractor shall deliver the ITB Service during normal working hours with an overall level of availability per quarter of 90%, and a maximum Time to Restore Service of five working days.
 - 5.4.1.2.1.6.2 The Contractor shall during each Test Event from the start of the Build-up Connectivity Test to the end of the Run for Record deliver the ITB Service with a level of availability of 98%, and a maximum Time to Restore Service of 1 calendar day. Working hours during test events shall be extended or shifted as required by the execution of the test event.
- 5.4.1.2.1.7 Configuration Management to include:
 - 5.4.1.2.1.7.1 The Contractor shall monitor the software versions in use in the ITB and maintain the configuration status, including the upgrade schedule.
 - 5.4.1.2.1.7.2 The Contractor shall maintain awareness of potential upgrades or replacements to ITB software, and propose changes for improvement.
 - 5.4.1.2.1.7.3 The Contractor shall agree with the Purchaser any software, firmware or hardware changes
 - 5.4.1.2.1.7.4 The Contractor shall implement any changes in accordance with the configuration control process.
- 5.4.1.2.1.8 Service transition: how the Contractor will transition service responsibilities to the Purchaser and/or another Contractor to ensure that the Purchaser can

support ITB service provisioning at the end of the period of performance of the SE&I Contract.

- 5.4.1.2.1.9 Maintenance support: how the Contractor intends to discharge his responsibilities for ITB operation and maintenance and describes the Contractor's approach to replacement of faulty hardware and software items.
- 5.4.1.2.2. The Contractor shall maintain and update the ITB Service Delivery Plan (Reference AA) at least annually, or as required, to reflect changes in the ITB.
- 5.4.2. ITB Maintenance, Logistics and Accreditation
- 5.4.2.1. Integrated Logistics Support Plan (ILSP)
- 5.4.2.1.1. The Contractor shall maintain and execute an ILSP and ensure business continuity and disaster recovery. The ILSP shall be based on the current ILSP at Reference Z, and provide as a minimum the same information as contained therein.
- 5.4.2.1.2. The plan shall be updated as required, at least annually.
- 5.4.2.1.3. The ILSP shall cover the following topics with detailed information, at minimum:
- Define the maintenance environment, constraints, procedures, artefacts, organisation and personnel skills to maintain the ITB;
 - Describe the procedural description including objective(s), triggering event(s), input, output, task(s), roles (Responsible, Accountable, Supportive, Consulted, and Informed (RASCI)), constraints, exceptional case(s), and tool(s) support;
 - Define the supply support requirements and shall describe the procedures for the provisioning, procurement, and acquiring of spare/repair parts, inventories, and consumable material for the ITB;
 - Define the ITB maintenance and supply flow amongst the various organisations, groups and people;
 - Maintenance and Support Concept (maintenance plan);
 - Warranty and Licences (list of HW, SW components with the warranty and licence duration);
 - Obsolescence (HW and SW component review);
 - Performance Report (maintenance activities, warranty requests, incident report, obsolescence issues, licence renewals, spare and consumable consumption etc.).
- 5.4.2.1.4. The ILSP shall include lists of all items (hardware and COTS software) with vendor, licence details (key, validity, other details) and warranty information.
- 5.4.2.2. Maintenance and Support Concept

5.4.2.2.1. Maintenance and Support Responsibilities

- 5.4.2.2.1.1 The Contractor shall be responsible for Level 1, Level 2 and Level 3 ITB maintenance and support activities:
- Level 1 shall be understood as the end-user level and includes user self-help, interaction with the ITB Lab System Administrator and user-level preventive maintenance tasks (e.g. simple cleaning of hardware and local data management). (for all ITB HW and SW elements)
 - Level 2 shall be understood as in-depth analysis for corrective maintenance such as troubleshooting, system restoration, remove/replace of the hardware components (LRUs), visual detailed inspections, software configuration, SW settings, SW reloading/installation with manual or automated procedures, execution of scripts, in coordination with ITB Lab System Administrator, and system operators and administrators. (for all ITB SW and HW elements)
 - Level 3 involves more complex maintenance activities such as testing of HW components; replacement of modules within LRUs (e.g. batteries, power supplies, filters etc.); configuration of servers, routers, switches; software troubleshooting and configuration modifications in case ITB infrastructure and security environment changes; discussions with the Service Lines and their Subject Matter Experts (SME), Service Owners and System Managers. (for ITB SW and HW elements)
- 5.4.2.2.1.2 Level 4 maintenance will be provided by the ITB Build 6 Contractor (modifications to ITB Build 6 software requiring recoding and debugging) and other SW/HW vendors as applicable under individual warranty and support contracts.
- 5.4.2.2.1.3 Contractor shall also be responsible for maintaining the existing ITB Build 5.3 until the ITB Build 6 is up and running.
- 5.4.2.2.1.4 Generic definitions for maintenance and support concept are provided within APPENDIX B: Maintenance and Support Concept Generic Definitions for further information.
- 5.4.2.2.1.5 The Contractor shall follow the flow chart provided in Figure 5-4 below for the ITB maintenance and support needs in case there is a loss of the service and escalate it, as required, if the system restoration is outside of the Contractor's responsibility per the Contract.

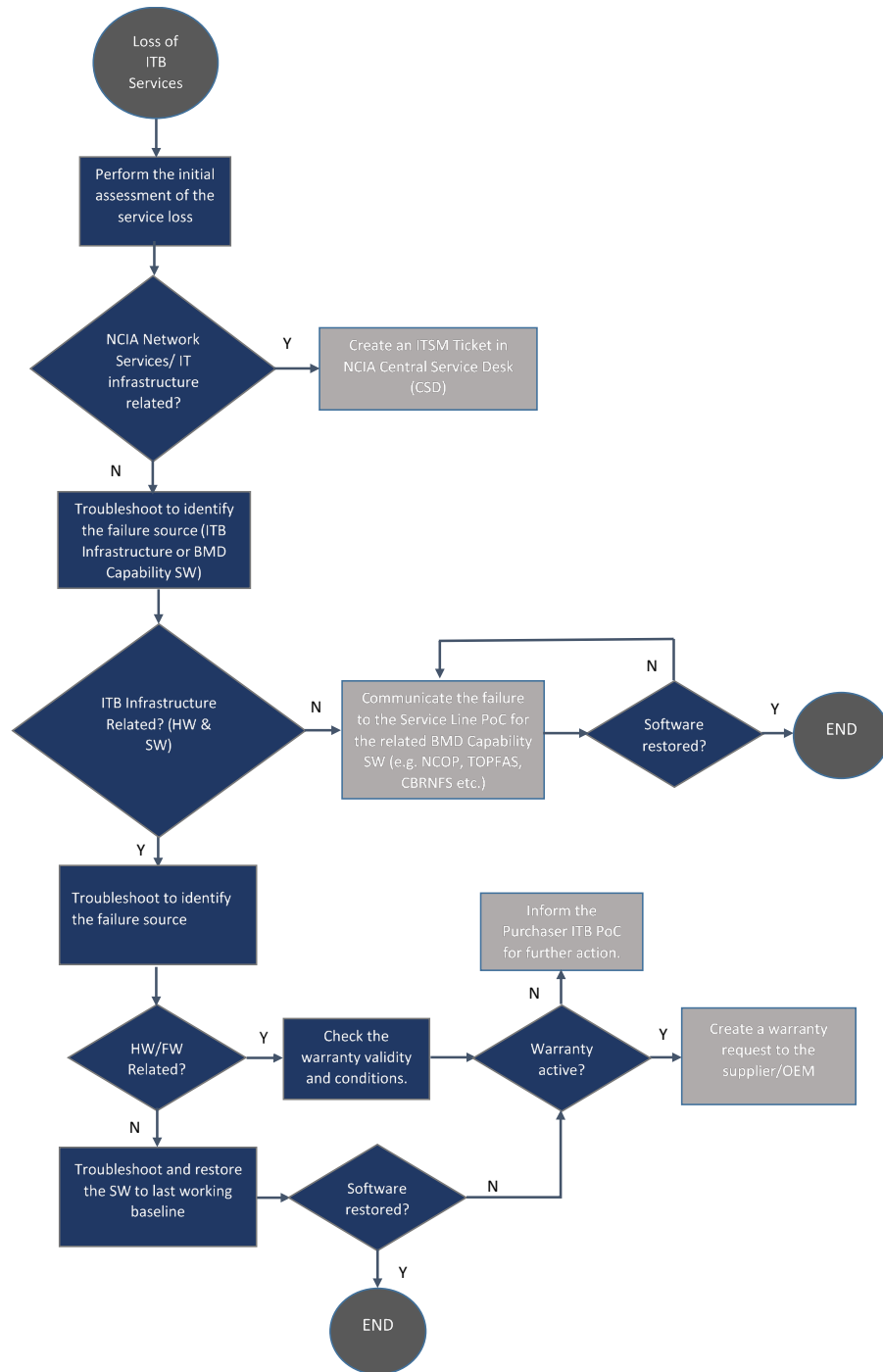


Figure 5-4 ITB Maintenance Workflow

- 5.4.2.2.1.6 The Contractor shall provide on-site and off-site support maintenance to the ITB components to ensure maximum availability.

- 5.4.2.2.1.7 The Contractor shall provide all the corrective maintenance (Level 1, 2 and 3) for systems (including the HW and SW CIs) repair and restoration as defined in the various technical documentation and based on SME experience and knowledge.
- 5.4.2.2.1.8 The Contractor shall perform the preventive maintenance activities for ITB HW and SW CIs. For that purpose, the Contractor shall create a preventive maintenance plan within ILS Plan. This preventive maintenance plan shall outline planned preventive tasks both for hardware and software by using the bespoke manuals, training materials and COTS manuals for all HW and SW components as an input.
- 5.4.2.2.1.9 The Contractor shall include the following information within the maintenance plan, at minimum:
- a. Maintenance task type (inspection, replacement, calibration, configuration, installation, deployment, upgrades and updates, test, adjustment, alignment etc.);
 - b. Component of interest (HW,SW or assembly);
 - c. Spares, consumables required;
 - d. Task duration;
 - e. Manpower required;
 - f. Task interval;
 - g. Planned dates for the maintenance.
- 5.4.2.2.1.10 The preventive maintenance plan shall maximize the availability, by combining the individual preventive maintenance tasks within common time slots that will be agreed with Purchaser.
- 5.4.2.2.1.11 The Contractor shall schedule all hardware preventative maintenance, coordinating ITB maintenance downtime and assist vendor repair technicians in coordination with the Purchaser. In particular, the Contractor shall ensure the conduct of analysis and test events involving all ITB potential users of the ITB as described in section 5.4.1.
- 5.4.2.2.1.12 The Contractor shall upgrade both Software and Hardware components of the ITB as necessary to provide the required level of maintenance support in accordance with configuration control processes.
- 5.4.2.2.1.13 The Contractor shall formulate, analyse, and interpret hardware and software metrics to track ITB reliability and availability as a whole and at component level, including OFS and local or remotely distributed Representations.

- 5.4.2.2.1.14 The Contractor shall maintain a record of the metrics collected and report in the monthly PHR the data and findings to the Purchaser.
- 5.4.2.2.1.15 The Contractor shall create a quarterly ITB Service Report and provide it for Purchaser review and approval. This report shall provide the following information, at minimum:
- a. Preventive maintenance tasks performed in the reporting period
 - b. Corrective maintenance tasks (Level 1, Level 2, Level 3) performed in the reporting period
 - c. Any Level 4 maintenance tasks ongoing
 - d. Adaptive and perfective maintenance tasks performed in the reporting period
 - e. Actual manpower and task duration for each listed task
 - f. Consumables and spare parts used for each maintenance tasks
 - g. Licence renewals or updates
 - h. Warranty cases
 - i. Reporting and assessment of the reliability (MTBF, MTBCF), availability (Ao) and maintainability (MTTR, MTTRS) metrics of the components, and the overall system including the calculations
 - j. Obsolescence monitoring activities (any end of life, end of production, end of support issues from HW, SW components)
- 5.4.2.2.1.16 The Contractor shall conduct periodic back-up tests (at least annually) to verify that ITB software and data recovery procedures are effective and according to the disaster recovery plan outlined in the ILS Plan.
- 5.4.2.2.1.17 Include as a minimum a reference to the ITB configuration for the run for record of each test event, and each SW upgrade of the ITB.
- 5.4.2.2.1.18 Hardware maintenance shall cover the maintenance of ITB hardware CIs in accordance with availability requirements indicated under section 5.2. All failed hard disks/drives can only be repaired or replaced on-site and cannot be removed and/or returned to the Contractor for repair. Failed hard disks will be destroyed on site, and shall therefore be replaced by the Contractor.
- 5.4.2.2.2. On-site Support:
- 5.4.2.2.3. The Contractor shall provide on-site SME support in Purchaser facilities in the Netherlands within the Purchaser working hours between 08.45-17.30. During Test Event execution, some support shall be provided in other NATO sites and Head Quarters as required by the Purchaser.

- 5.4.2.2.4. The Contractor shall provide support outside of business hours and in official holidays in case of event needs (as agreed beforehand) or in emergencies. In such rare cases, the overtime duration shall be used as flexible hours that Contractor personnel may use in an agreed time with approval from Purchaser.
- 5.4.2.2.5. In case of on-site personnel absence due to emergencies or planned leave, more than one week period without on-site support shall not be acceptable. For an absence longer than one week period, the Contractor shall provide qualified replacement personnel.
- 5.4.2.2.5.1 On-site support shall include on-site maintenance activities, online help, on-site support to local users, local administration and Server/Client installation and activation of off-site support as needed.
- 5.4.2.2.5.2 The Contractor shall provide an initial analysis to a software failure and recommended course of corrective actions within one working day following notification to the Contractor.
- 5.4.2.2.6. The Contractor shall assist the Purchaser in ITB accreditation (see section 5.4.2.4.2) for use on both the CFBLNet (Reference HH) and NSWAN. (Reference LL).
- 5.4.2.2.6.1 The Contractor shall maintain interoperability of the ITB with National Laboratories environments, in accordance with the ITB Federation Agreement document (Reference EE) and ITB Interface Description Document (Reference JJ). These documents describe how the ITB simulation and operational data exchange services (Open Framework Services [OFS]) connect to BMC3I, weapon and sensor representations, in line with the DIS and HLA, SIMPLE and JREAP standards.
- 5.4.2.2.6.2 On-site support shall provide on-site in-depth technical assistance when necessary.
- 5.4.2.2.7. Off-site Support
- 5.4.2.2.7.1 Off-site support shall cover fault isolation, in-depth technical assistance to on-site support staff.
- 5.4.2.2.7.2 Off-site support shall also cover correction of deficiencies, and implementation and validation of approved changes to the functional, allocated and product Baselines as approved by the CCB, including development and implementation of ITB SW patches.
- 5.4.2.2.7.3 The Contractor shall undertake required maintenance activities along with on-site support tasks when required.
- 5.4.2.2.7.4 The Contractor shall provide changes to standard operating procedures or instructions to reflect any changes to operating or support tasks resulting from the activation of system elements.

- 5.4.2.2.8. Trouble-ticketing system
- 5.4.2.2.8.1 The Contractor shall maintain the in-lab trouble-ticketing system to open, modify, track and close Trouble Tickets, and lodge all requests concerning the ITB.
- 5.4.2.2.8.2 The trouble-ticketing system shall manipulate tickets up to NATO SECRET level, and shall be able to export lower classification tickets.
- 5.4.2.2.9. Incident Management
- 5.4.2.2.9.1 The Contractor shall implement an Incident Management process to resolve incidents and restore the provision of ITB services.
- 5.4.2.2.9.2 The Contractor shall implement an Incident Assessment Model compliant with ITIL v 4.0 that categorises incidents according to impact, urgency, risk, required resources to resolve the incident and priority.
- 5.4.2.2.9.3 The Contractor shall implement an Escalation Process.
- 5.4.2.2.9.4 The Contractor shall describe the required actions to resolve the incident.
- 5.4.2.2.9.5 Generic definitions for maintenance and support concept are provided within APPENDIX B: Maintenance and Support Concept Generic Definitions for further information.
- 5.4.2.2.10. Problem Management
- 5.4.2.2.10.1 The Contractor shall define and implement a Problem Management process that identifies and addresses the underlying cause of an undesirable situation, indicating the root cause of one or more existing or potential incidents (ITBPTR).
- 5.4.2.2.10.2 Problem Management process shall be subject to review and approval of the Purchaser.
- 5.4.2.2.10.3 The Contractor shall implement a systematic approach for the investigation of incidents, identification of the root cause and development of appropriate remedies.
- 5.4.2.2.10.4 The Contractor shall ensure the Problem Management process successfully addresses the following objectives:

Serial	Requirement
1	Identification, prioritization, analysing, tracking, resolution of failures.
2	Symptoms and permanent or temporary solutions for failures are documented.

3	Change Requests (CR) are raised to modify the infrastructure.
4	Avoidable incidents are prevented.

Table 5-3 – Objectives from Problem Management

5.4.2.2.10.5 The Contractor shall implement a Problem classification by area (category) and the Identification shall point to the lowest level CI's that affect the problem. The classification shall be accompanied by an impact analysis, which determines the seriousness of the problem and its effect on the services (urgency, criticality (Critical/ High/ Medium/ Low/ Enhancement) and impact), and shall also include a risk assessment, the required resources needed to resolve the problem, the priority level and the status of the problem.

5.4.2.2.10.6 The following definitions will be used to assess the criticality:

Critical	<ul style="list-style-type: none"> a. Prevent the accomplishment of an operational or mission essential capability. b. Jeopardize safety, security or other requirement designated "Critical".
High	<ul style="list-style-type: none"> a. Adversely affect the accomplishment of an operational or mission essential capability and no work-around solution is known. b. Adversely affect technical, cost or schedule risks to the project or to life cycle support of the system and no work around is known.
Medium	<ul style="list-style-type: none"> a. Adversely affect the accomplishment of an operational or mission essential capability but a work-around solution is known. b. Adversely affect technical, cost or schedule risks to the project or to life cycle support of the system but a work around is known.
Low	<ul style="list-style-type: none"> a. Result in user/operator inconvenience or annoyance but does not affect required operational or mission essential capability. b. Result in inconvenience or annoyance for development or support personnel, but does not prevent the accomplishment of those responsibilities.
Enhancement	Any other effect.

5.4.2.2.10.7 The Contractor shall create a Problem Analysis per identified Issue or set of Issues as the result of the Problem Management Process.

- 5.4.2.2.10.8 The Contractor shall create and deliver a Change Request as the result of the Problem Management Process work steps.
- 5.4.2.2.10.9 The Contractor shall create and deliver a monthly ITB Support Report as the result of the Problem Management Process monitoring and controlling work steps.
- 5.4.2.2.10.10 The Contractor shall create and maintain descriptions of all solutions (quick solution, work around, patch, baseline release) to known issues in a software database ("ITB Known Error Database"). This database shall link issue(s) to solution(s) and corresponding documentation.
- 5.4.2.2.10.11 Generic definitions for maintenance and support concept are provided within APPENDIX B: Maintenance and Support Concept Generic Definitions for further information.
- 5.4.2.2.1. Deployment and Release Management
 - 5.4.2.2.1.1 The Contractor shall perform the Deployment and Release Management process in accordance with the ISO/IEC 2000 and ITIL framework.
 - 5.4.2.2.1.2 As part of the process, the Contractor shall receive the escalated requests from second level support and perform the following tasks:
 - a. activating Level 3 maintenance when new solutions shall be developed;
 - b. development of the solution (e.g. new CI Fix, Repair, Replacement, Patch, or Release);
 - c. testing of the solution (e.g. Regression testing, issue/deficiency replication testing);
 - d. update of baseline content and status;
 - e. release of the solution (release unit/record);
 - f. delivery and deployment of the solution.
 - 5.4.2.2.1.3 For the cases outside the responsibility and expertise of the Level 3 support (i.e. requiring Original Equipment Manufacturer or original SW developer intervention through Level 4 maintenance), the Contractor shall create a request and escalate it directly to the SW or HW vendors for hardware repair or SW debugging and recoding.
 - 5.4.2.2.1.4 Generic definitions for maintenance and support concept are provided within Appendix B: Maintenance and Support Concept Generic Definitions for further information.
- 5.4.2.3. /ITB Technical Documentation

- 5.4.2.3.1. The Contractor shall maintain the technical implementation documentation of the ITB Framework Capability (described in the ITB related section Bidder's library).
- 5.4.2.3.1.1 All changes to technical implementation document shall be managed through the configuration management processes, Reference L.
- 5.4.2.3.1.2 The Contractor shall update existing ITB HW and SW documentation when configuration changes affect the procedures within OEM supplied design, operation and maintenance documentation.
- 5.4.2.3.2. The Contractor shall maintain as a separate item the technical implementation documentation of the ITB NATO C2 and National representations resident in the ITB, including their hardware and software lists, their logical and physical connection diagrams to the ITB, and the technical documentation made available by the Purchaser. This shall include Purchaser provided software and hardware (such as, but not limited to, ACCS, AirC2IS, NCOP, NIRIS and CSI)
- 5.4.2.3.2.1 The Contractor shall maintain the ITB Bill of Materials (HW+SW), including the drawing package and associated parts lists; the product must be sufficient for inclusion in the System Specific Security Requirements Statement (SSRS) (Reference GG) and for maintaining the security accreditation of the ITB.
- 5.4.2.3.2.2 The Contractor shall support the Purchaser asset management processes and follow the internal guidelines and direction for property accounting and maintaining.
- 5.4.2.3.3. The Contractor shall maintain under configuration management the following CIs:
- Hardware configuration;
 - Cabling diagrams;
 - Software versions;
 - Network configurations;
 - Security documentation for both Contractor and Purchaser furnished CIs.
- 5.4.2.4. Integration Test-Bed Security Maintenance
- 5.4.2.4.1. The ITB is a dedicated Class I security area, where NATO Confidential (NC) information or higher and of any category is stored in such a way that entry into the area constitutes, for all practical purposes, access to classified information. AD 3-0 (Reference R) provides security guidance on Class I security areas.
- 5.4.2.4.2. The ITB accreditation shall be properly documented and maintained to keep the ITB operating at the NATO SECRET Level on the Combined Federated Battle Laboratory Network (CFBLNet) and NATO SECRET Wide Area Network

(NSWAN). As part of this accreditation maintenance, the Contractor shall adhere to the ITB Laboratory System Specific Security Requirements Statement (SSRS) (Reference GG), which is to be updated annually by the Contractor in accordance with NCI Agency recommendations.

- 5.4.2.4.3. For network connectivity in accordance with the NCI Agency's recommendations, when two CIS must be interconnected to exchange information, formulation of an Systems Interconnection Security Requirements Specification (SISRS) (or national equivalents) is required. The SISRS forms the basis of a security agreement between the two CIS operating authorities and security approval or accreditation authorities.
- 5.4.2.4.4. The Security Accreditation Authority (SAA) NATO Office of Security (NOS) along with the local Communications and Information Systems (CIS) Operating Authority (OA), the Air and Missile Defence Command and Control CIS Security and the Air and Missile Defence Security Accreditation Board provide the guidance, requirements, and accreditation of the ITB and associated SISRS development.
- 5.4.2.4.5. The ITB has a SISRS for all network connections. The Contractor will update the ITB SISRS for new or updated connections, or to conform to guidance.
- 5.4.2.4.6. The Contractor shall update the security posture of the ITB in accordance with the ITB SecOps (Reference U) to maintain the ITB accreditation.
- 5.4.2.4.7. The Contractor shall perform regular (at least once per quarter) vulnerability assessments of the ITB and support NATO Office of Security as required in performing vulnerability tests of the ITB and in conducting ITB security audits.
- 5.4.2.4.8. The Contractor shall maintain the ITB computers operating systems to the latest security standards (including patching, security settings and anti-virus) recommended by the NCIA Cyber Security Service Line.
- 5.4.3. ITB Operations Support
 - 5.4.3.1. The Contractor shall operate the following systems to support all ITB activities:
 - The ITB Open Framework Services (OFS)
 - NATO C2 systems (ACCS and Bi-SC AIS)
 - NATO communication systems (JRE Gateway, NIRIS, JCHAT)
 - Weapon System Constructive Simulation: Extended Air Defence Simulation (EADSIM)
 - 5.4.3.2. ITB activities include experiments, tests, exercises, demonstrations, meetings. Operations support includes configuring the HW and SW of the ITB, configuring ITB workstations, projectors, network connections, loading data, executing runs, data capture and analysis.

- 5.4.3.3. The Contractor shall describe updates on ITB operations in the monthly PHR and present to the Purchaser during the monthly PCR.
- 5.4.3.4. The Contractor shall maintain the OFS Data Repository with test case input and output data, and data collected by users and by remote test participants.
- 5.4.3.5. The Contractor shall manage the movement of HW/SW in and out of the ITB, and record it in a log:
- Log every incoming HW;
 - Log every incoming SW (other than low-level updates such as security patches or Windows updates);
 - Log every SW installation or change;
 - Log every outgoing HW;
 - Manage movement forms.
- 5.4.3.6. ITB User and Maintainer Training
- 5.4.3.6.1. The Contractor shall provide training and training support materials to the ITB users from NCI Agency and to Operational personnel from the NATO Command Structure. Training courses shall be conducted in The Hague.
- 5.4.3.6.2. The Contractor shall maintain and revise the ITB training course to ensure the course reflects any ITB enhancements and updates. Revised course material is provided to the Purchaser for agreement one month prior to the start of the course.
- 5.4.3.6.3. The ITB users shall be trained either as new users (full training), or shall be trained with training updates (refresh training) if they are already familiar with the ITB. The ITB user training shall include hands-on sessions. Current training material is included as References HH& II.
- 5.4.3.6.4. The Contractor shall deliver and execute on the ITB up to 2 either full or refresh ITB user training course per year, as required by the Purchaser, for up to 10 trainees. An electronic copy of the training material shall be provided to each student.
- 5.4.3.6.5. The Contractor shall deliver and execute an 'ITB Maintainer and System Administrator' training, once per year, as required by the Purchaser, for up to three trainees. Note that due to the complexity of the ITB, this training will be hands-on, on-the-job demonstration. Therefore extensive training materials are not anticipated.
- 5.4.4. ITB Enhancements

- 5.4.4.1. The ITB is being enhanced by a new upgrade, called ITB Build 6, which will supersede ITB Build 5.3. This will provide new functions, and update or replace many of the Open Framework Services.
- 5.4.4.2. The Contractor will be trained on the operation and maintenance of ITB Build 6, sufficient to conduct Level 1 – Level 3 support; Level 4 support will be provided by the ITB Build 6 Contractor (see 5.4.2.2.1.1).

5.5. V&V Event Issue Management

5.5.1. V&V Issue Management and Internal Reporting

- 5.5.1.1. The Contractor shall provide a V&V Issue Manager with the qualifications provided in section 8.3.3.
- 5.5.1.2. The V&V Issue Manager shall be responsible for providing the test Observation and Issue Management Plan (OIMP). The Contractor shall provide an initial version of the OIMP at the Kick-off (KO) Meeting and a baselined version at the Project Management Review (PMR) to be maintained throughout the period of performance of the SE&I Contract, which includes at least an annual review.
- 5.5.1.3. The Contractor shall provide recommended updates to the Observation and Issue Management Process (Reference KK) at the PMR and shall maintain the document throughout the period of performance of the SE&I Contract, which includes at least an annual review. The V&V Issue Manager shall optimize the process to reduce the median resolution time.
- 5.5.1.4. The V&V Issue Manager shall lead the execution of the V&V Issue Management Process and perform the following duties:
- Ensure proper capturing of observation during and after a V&V event by the team executing that event
 - Report on new and updated issues into the Observation and Issue Data Base (OIDB) from Stakeholders to include: Operational Sites / Implementation Projects / Nations
 - Ensure all issues have an operational criticality assessment
 - Obtain agreed prioritisation of issues with Stakeholders within 1 month
 - Identification and documentation of Blockers (as per Reference KK) with Stakeholders
 - Assign actions and track the follow-up
 - Ensure traceability between issues and the relevant Abilities to facilitate impact assessment at Tranche level

- Provide periodic status reports/material preparation to NCI Agency internal Stakeholders (see deliverables described below)
 - Organisation of the Issue Review Board – frequency as needed and at least once every two months, participation as directed by NCI Agency
 - Manage the documentation of technical issue decisions that occur at the Issue Review Board
 - Upon reception of an export of BMD tickets from NCI Agency IT Service Management (ITSM) Tool:
 - Identify if ITSM tickets exist in OADB
 - If not, propose entry into OADB
 - For issues that require formal configuration control to be addressed, the configuration management process shall be followed and traceability between OADB and the CMDB shall be maintained.
- 5.5.1.5. Starting at the PMR, the V&V Issue Manager shall report monthly to the Purchaser on the above tasks through an Observation and Issue Status Report. The report format and content shall be proposed to Purchaser for approval.
- 5.5.2. External Reporting on Issue Resolution Status
- 5.5.2.1. The V&V Issue Manager shall create periodic reports and briefings in support of the Stakeholder Engagement, primarily for informing the Operational Community:
- 5.5.2.1.1. Starting at the PMR, but subsequently on a quarterly basis, a report extracted from the OADB including the overall status of issues (especially Critical issues) shall be made available to stakeholders in a format that allows stakeholders to filter issues depending on their concerns. The Contractor shall propose format and exchange mechanism with stakeholders to Purchaser for approval.
- 5.5.2.1.2. One month prior to each BMD OUG, the V&V Issue Manager shall prepare charts that provide relevant metrics on the status of the issues and identify for which issues OUG guidance is required. The Contractor shall propose format and content to Purchaser for approval.
- 5.5.3. Tranche Delivery support
- 5.5.3.1. In support of TNR and OPR at Output level (Implementation Projects), for each Tranche, the V&V Issue Manager shall provide advice to the Tranche Coordination Team whether or not any of the issues being tracked at Output level puts the respective gates at risk.

- 5.5.3.2. In support of TNR and OPR gates at Outcome and Ability levels, for each Tranche, the V&V Issue Manager shall report the list of known issues and whether or not these issues will be closed prior to Tranche completion or need to be carried over. For the issues that cannot be solved, the V&V Issue Manager shall provide an impact on the relevant Ability and an agreed workaround if required. The format and content of the proposed Tranche Issue Status Report shall be presented to Purchaser for approval.

6 TRANSITION PERIOD**6.1. Transition-in Period**

- 6.1.1. A transition-in period, starting from the Effective Date of Contract (EDC), is identified to allow a knowledge transfer between the NATO Staff, the former SE&I Contractor team and the Contractor.
- 6.1.2. It is anticipated that the Transition-in period will take place in the second half of 2021. Over this period, several implementation projects containing BMD functionality will be in solicitation phase (Invitation For Bid (IFB) to Contract to Award (CA)) and significant work and knowledge transfer are expected to be needed to keep the Architecture and Requirement descriptions (e.g. ADD, ARS, IDD/ICDs) and test plans aligned with feedback from these procurement phases. The BMD Programme will finalise execution of integration and test events, in particular regarding the acceptance of Tranche 2021, and will prepare and plan for the test events in 2022.
- 6.1.3. During the transition-in period, the Contractor shall perform Project Management activities, including configuration management, quality management, risk management, lessons learned and export control regulations;
- 6.1.4. During the transition-in period, the Contractor shall familiarize with and gradually support the BMD Programme in term of Risk Management, Configuration Management and Quality Management.
- 6.1.5. During the transition-in period, the Contractor shall familiarize with and gradually support Engineering activities, and in particular:
- Development and maintenance of architectures, requirements and interfaces;
 - Verification status of the architecture in the VCRI/VCRM and Issue tracking databases;
 - Test events preparation and execution;
 - ITB operations and maintenance, in particular on the ITB maintenance and ITB operations support aspects;
 - Connection of National Representations to the ITB;
- 6.1.6. During the transition-in period, the Contractor will be trained on the operation of the PFIs identified in section 3.3.
- 6.1.7. Personnel
- 6.1.7.1. During the transition-in period, the Contractor shall provide the adequate level of resources to ensure an appropriate and efficient knowledge transfer.

- 6.1.7.2. At least the key personnel (except Configuration manager) as identified in section 8 should be present during the entire Transition-in period.
- 6.1.7.3. The Configuration manager should be present at least 30 working days over the Transition-in period.
- 6.1.8. During the Transition-in period, the knowledge transfer will be supervised and complemented, if required, by the Purchaser.
- 6.1.9. Transition-in Plan (TiP)
- 6.1.9.1. The Contractor shall describe into a Transition-in Plan (TiP) the detailed activities to be managed during the transition-in period and illustrate how these activities contribute to and guarantee a proper knowledge transfer.
- 6.1.9.2. The TiP shall demonstrate the Contractor's ability in ensuring the business continuity of the BMD Programme after the transition period, and in particular its ability to:
- a. manage the project activities, including configuration management, quality management, lessons learned and export control regulations;
 - b. monitor transition period and conduct quality assurance & control activities to verify that they are executed in accordance with plans and processes;
 - c. support the BMD Programme in term of Risk Management, Configuration Management and Quality Management.
 - d. update Target and Transition Architectures with their corresponding architecture views, system and interface requirements¹³ in accordance with the CM process using the available tools;
 - e. execute impact assessments of changes at Architecture, requirements or interface level and provide recommendations for implementation
 - f. verify status of the architecture in the VCRI/VCRM
 - g. use the ITB Open Framework Services;
 - h. set up test distributed architecture;
 - i. connect National Representations to the ITB;
 - j. develop test plan and test cases;
 - k. prepare and conduct verification test events;
 - l. conduct the Observation and Issue Management process
 - m. use Data Warehouse and Observation and Issue Data Base;

¹³ This is captured in the ADD, ARS per implementation project and the IDD and the corresponding ICD

- 6.1.9.3. The TiP shall be provided with a detailed schedule. The overall period of the transition shall not exceed six months.

6.2. Transition-out Period

- 6.2.1. Similarly, a transition-out period is identified at the end of the contract to allow a knowledge transfer to the NATO Staff and other Contractor.
- 6.2.2. The transition-out period shall have a minimum duration of six months.
- 6.2.3. During transition-out period, the Contractor shall transfer the knowledge acquired in the course of the BMD SE&I contract to BMD PO personnel by completing documentation, archiving, transferring information, and adequate training.
- 6.2.4. During transition-out period, the Contractor shall complete any remaining documentation and deliverables, complete any required forms, finalise all invoicing, identify and document lessons learned, and verify that all parties concur and formally assent to the completion of all transition-out activities.
- 6.2.5. The transition of ITB service responsibilities shall be described in the ITB SDP to ensure that the Purchaser can support ITB service provisioning.
- 6.2.6. The Transition of ITB operations and maintenance activities shall include the completion of documentation and the handover of operations and equipment after FCA and PCA.
- 6.2.7. Transition-out Plan (ToP)
 - 6.2.7.1. The Contractor shall develop a detailed ToP to capture all the activities identified above. The ToP shall be provided with a detailed schedule.
 - 6.2.7.2. The ToP shall be approved by the Purchaser before the start of any transferred activities and no later than six months before the end of contract.

7 LOCATIONS AND WORKING LANGUAGE

7.1. Locations

7.1.1. Unless otherwise specified in this SOW, the definition of the Purchaser's facility refers to the following locations:

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

7.1.2. Unless otherwise specified in the SE&I Contract or approved by the Purchaser, the main effort for this Project shall be carried out at NCI Agency The Hague. In particular, the Key Personnel identified under section 8 shall be working on-site at NCI Agency The Hague.

7.2. Working Language

7.2.1. The Contractor shall conduct all on-site work in English. All Contractor personnel working on-site shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).

8 CONTRACTOR PERSONNEL

8.1. General

- 8.1.1. This section outlines minimum educational and experience qualifications for Contractor staff supporting the execution of this Contract. The labour categories identified shall be available to support all Task Areas as required.
- 8.1.2. Contractors selected for the implementation of this project must have relevant qualifications, including BMD knowledge and experience.
- 8.1.3. Substitution of experience or education is allowed as outlined in Table 8-1 below.

Education	Equivalent Education + Experience	Equivalent Experience
Associates degree		4 years of relevant experience
Bachelor's degree	Associates + 2 years of relevant experience	6 years of relevant experience
Master's degree	Bachelors + 4 years of experience	8 years of relevant experience

Table 8-1 - Experience/Education Substitution

8.2. Management Key Personnel

- 8.2.1. The individual personnel identified below shall be considered as Key Personnel in accordance with the Special Provisions of this Contract.
- 8.2.2. Project Manager
- 8.2.2.1. The Project Manager shall be the Contractor's primary contact for the BMD Programme Manager and shall conduct all major project activities.
- 8.2.2.2. Responsible for project management, performance and completion of tasks. 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 requirements and architecture work, 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 Work Package procedures.

- 8.2.2.3. Education: Master's degree in management, engineering, or business administration. Formal certification through Project Management Institute or equivalent source.
- 8.2.2.4. Experience: At least eight years of Project Management in information systems, including involvement as Project Manager in the design phase of information systems implementation projects. At least three years as the project manager for an effort of similar cost, scope and complexity, including the application of a formal project management methodology such as PRINCE2.
- 8.2.2.5. The Project Manager shall have a minimum required level of English language of SLP4444 as defined in STANAG 6001 (Reference MM).
- 8.2.3. Quality Manager
 - 8.2.3.1. The Quality Manager shall be responsible for Quality Assurance as required under section 3 .
 - 8.2.3.2. Responsible for establishing and maintaining process for evaluating software, hardware, and associated documentation. Determines the resources required for quality assurance and control. Maintains the level of quality throughout the system life cycle. Develops project quality assurance plans. Conducts formal and informal reviews and audits at predetermined points throughout the system life cycle
 - 8.2.3.3. Education: Bachelor degree.
 - 8.2.3.4. Experience: At least seven years working with quality control methods and tools. At least four years supporting system development and test projects.
 - 8.2.3.5. The Quality Engineer shall have a minimum required level of English language of SLP4444 as defined in STANAG 6001 (Reference MM).
- 8.2.4. Configuration Manager
 - 8.2.4.1. The Configuration Manager shall be responsible for Configuration Management as required under Section 3.
 - 8.2.4.2. The Configuration Manager shall be responsible for providing the CM expertise across the full CM lifecycle (CM planning, configuration identification, change control, configuration status accounting, and configuration verification and audit) in particular, establishing and maintaining the configuration baselines across the BMD System-of-Systems.
 - 8.2.4.3. Experience and Education:
 - 8.2.4.3.1. As a minimum a Bachelor of Science (BSc) degree at a nationally recognised/certified University in a related discipline and 4 years (2 years for master degree) post related experience. Exceptionally, the lack of a

university/college degree may be compensated by the demonstration of an individual's CM abilities and experience.

- 8.2.4.3.2. Practical experience in the application of configuration management for the complete system lifecycle (from development to in-service support and retirement);
- 8.2.4.3.3. Practical experience in using computer-based configuration management tools, preferably LASCOM PLM.
- 8.2.4.3.4. A minimum required level of English language of SLP4444 as defined in STANAG 6001 (Reference MM).
- 8.2.4.3.5. Desirable Experience and Education:
 - 8.2.4.3.5.1 Formal training on configuration management;
 - 8.2.4.3.5.2 Experience with NATO configuration management policy, processes and procedures;
 - 8.2.4.3.5.3 Experience of working in an international environment;
- 8.2.4.4. The Configuration Manager shall have a minimum required level of English language of SLP4444 as defined in STANAG 6001 (Reference MM).

8.3. Engineering Key Personnel

- 8.3.1. The individual personnel identified below shall be considered as Key Personnel in accordance with the Special Provisions of this Contract.
- 8.3.2. Engineering Lead
 - 8.3.2.1. The Engineering Lead is responsible for the technical coordination of the support provided under section 4 and the deliverables described under section 5 . They shall be competent in technical disciplines as applied to government and commercial information and communications systems and recommend design changes/enhancements for improved system performance.
 - 8.3.2.2. The Engineering Lead shall support the Purchaser in supervising the work of architecture definition, design, integration, test, and implementation team.
 - 8.3.2.3. Education: Master's degree in management, engineering or computer science. Formal certification through Project Management Institute or equivalent source.

- 8.3.2.4. Experience: At least five years in system architecture, design, implementation of C2 systems, including at least five years in the technical leadership of systems engineering or integration activities. At least five years in the management of the preparation and execution of tests of system of systems, preferably in the Air and Missile Defence domain. At least five years as project manager for an effort of similar scope and complexity, including the application of a formal project management methodology such as PRINCE2.
- 8.3.2.5. The Engineering Lead shall have a minimum required level of English language of SLP4444 as defined in STANAG 6001 (Reference MM).
- 8.3.3. Verification & Validation (V&V) Issue Manager
 - 8.3.3.1. The V&V Issue Manager is responsible for the tasks described in section 5.5.
 - 8.3.3.2. Education: Bachelor's degree in engineering or computer science. Formal certification through ITIL or equivalent source.
 - 8.3.3.3. Experience: At least five years in system architecture, design, implementation and integration of C2 systems, including at least two years in Incident and Problem management.
 - 8.3.3.4. The V&V Issue Manager shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).
- 8.3.4. Senior System Architect
 - 8.3.4.1. The Senior System Architect contributes to the tasks described in section 4.
 - 8.3.4.2. Education: Bachelor's degree in in engineering or computer science.
 - 8.3.4.3. Experience: A minimum of 5 (five) years of experience in development and maintenance of a system of systems architecture. Detailed knowledge of architectural frameworks such as TOGAF and modelling frameworks such as NAF, DoDAF and ArchiMate. Experience in using common enterprise architecture and requirements management tools such as System Architect, DOORS, Troux, Enterprise Architect. Experience in decision analysis and supporting techniques (e.g. multiple criteria decision making, influence diagrams, decision networks, game theory, consensus methods). Service Oriented Architecture and Web Services related standards.
 - 8.3.4.4. Desirable Experience and Education: Knowledge of NATO (or national) air and missile defence operational aspects. Knowledge of the ACCS, Bi-SC AIS, NATO General Purpose Communications Systems (NGCS) and their requirements formulation and implementation processes.
 - 8.3.4.5. The Senior System Architect shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).

- 8.3.5. Senior Systems Engineer - BMC3I requirements
 - 8.3.5.1. The Senior Systems Engineer contributes to the tasks described in section 4.
 - 8.3.5.2. Education: Bachelor's degree in engineering or computer science.
 - 8.3.5.3. Experience: Minimum of 5 years of experience in Systems Engineering, Integration and Implementation of NATO (or national) Command and Control, Communication and Information Systems. Extensive experience in System of Systems or Command and Control, Communication and Information Systems requirements management/specification processes. Proficiency with COTS tools that support programme / project management processes such as IBM Rational DOORS, IBM System Architect.
 - 8.3.5.4. Desirable Experience and Education: Understanding of NATO (or national) air and missile defence operational aspects. Knowledge of Static and Deployable communications networks. Service Oriented Architecture and Web Services related standards;
 - 8.3.5.5. The Senior Systems Engineer shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).
- 8.3.6. Senior Systems Engineer - BMC3I interface and communications
 - 8.3.6.1. The Senior Systems Engineer contributes to the tasks described in section 4 .
 - 8.3.6.2. Experience: A minimum of five years of experience in Systems Engineering, Integration and Implementation of NATO (or national) Command and Control, Communication and Information Systems. Detailed knowledge of NATO interoperability standards, with specific focus on JRE/Link16 and ADatP-3/APP-11(C). Knowledge of static and deployable communications networks. Extensive experience in the development of Interface Description Document (IDD) documents as well of Interface Control documents (ICD).
 - 8.3.6.3. Desirable experience: Understanding of NATO (or national) air and missile defence operational aspects. Service Oriented Architecture and Web Services related standards.
 - 8.3.6.4. The Senior Systems Engineer shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).
- 8.4. Integration and Test, Verification, Validation, Transition and Test Bed Personnel**
 - 8.4.1. Senior Integration & Test (I&T) Engineer
 - 8.4.1.1. The Senior I&T Engineer contributes to the tasks described in section 5 .
 - 8.4.1.2. Education: Bachelor's degree in engineering or computer science.

- 8.4.1.3. Experience: Minimum of 5 years of experience in Integration and Test Engineering, Integration and Implementation of NATO (or national) Command and Control, Communication and Information Systems. Extensive experience in System of Systems or Command and Control, Communication and Information Systems requirements management/specification processes. Proficiency with COTS tools that support programme / project management processes such as IBM Rational DOORS, IBM System Architect.
- 8.4.1.4. Desirable Experience and Education: Understanding of NATO (or national) air and missile defence operational aspects. Knowledge of Static and Deployable communications networks. Service Oriented Architecture and Web Services related standards;
- 8.4.1.5. The Senior I&T Engineer shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).
- 8.4.2. ITB Lab Manager
- 8.4.2.1. Responsible for ITB availability as required under section 5.4.
- 8.4.2.2. Education: Master's degree in Computer Sciences or related engineering discipline.
- 8.4.2.3. Experience: At least 5 years in the management of an Integrated Test-Bed or similar laboratory, with experience in Windows, Linux, Networking and Integration. At least 5 years in the implementation and execution of distributed simulations (DIS, HLA). At least 5 years in system administration of IT systems, including experience in virtualised environment.
- 8.4.2.4. The Lab Manager shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).
- 8.4.3. ITB Lab System Administrator
- 8.4.3.1. The ITB Lab System Administrator contributes to the tasks described in section 5.4.
- 8.4.3.2. Education: Bachelor's degree in in engineering, computer programming or computer science.
- 8.4.3.3. Experience: Minimum of 5 years of experience in Test Bed Administration, Integration and Implementation of NATO (or national) Command and Control, Communication and Information Systems. Extensive experience in System of Systems or Command and Control, Communication and Information Systems requirements management/specification processes. Proficiency with COTS tools that provide and support test beds, including:
- Windows Administration
 - Linux Administration

- Network Administration
- Virtual Machines

8.4.3.4. Desirable Experience and Education: Understanding of NATO (or national) air and missile defence operational aspects. Knowledge of Static and Deployable communications networks. Service Oriented Architecture and Web Services related standards;

8.4.3.5. The ITB Lab System Administrator shall have a minimum required level of English language of SLP3333 as defined in STANAG 6001 (Reference MM).

9 CONTRACT DOCUMENTATION REQUIREMENTS**9.1. General**

- 9.1.1. All documentation provided to the Purchaser shall be written in English with spelling and usage based on the Concise Oxford English Dictionary, 11th edition.
- 9.1.2. 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).
- 9.1.3. The convention to be used for dates appearing in free text is day-month-year.
- 9.1.4. All documentation deliverables must be “stand-alone” with no dependence on other documentation or applications in the Contractor’s environment for its comprehension. Likewise if there are hyperlinks to other areas of the Contractor environment, they must be fully available.
- 9.1.5. Documentation shall not be marked with corporate logos or contain warnings limiting the rights to use or reproduction.
- 9.1.6. All delivered documentation may be subject to review by the NATO IV&V Entity.
- 9.1.7. The security classification of the documentation shall follow agreed NATO security guidelines. Documentation developed under this project shall have its security classification shown on each page, top and bottom.

9.2. Reports

- 9.2.1. For all reports delivered under this Contract, the Contractor shall ensure the following standards are met:
- 9.2.2. The report shall be candid, forthright and complete.
- 9.2.3. The report shall contain only material that can be supported by evidence and confirmed by independent analysis.
- 9.2.4. The report shall provide evidence to support or justify the conclusions reached.
- 9.2.5. The report shall be concise. If necessary, supporting data should be placed in appendices or referenced as backup material.
- 9.2.6. The report shall include an Executive Summary of not more than one page in length.
- 9.2.7. 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.

9.3. Documentation

- 9.3.1. Unless otherwise directed by the Purchaser, the Contractor shall furnish requested documentation as follows:
- 9.3.2. All documentation (e.g., change proposals, etc.) shall be delivered in electronic format.
- 9.3.3. All project management documentation (e.g., plans, schedules, reports, etc.) shall be delivered as electronic copies in MS Office format (MS Office 2007 or higher).
- 9.3.4. The rest of the deliverables shall be furnished as an electronic copy in a 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). In general the following guidelines shall be used: MS Word shall be used for generating text document; MS Excel shall be used for tabular or matrix data; MS Visio shall be used for drawings; MS Project shall be used for schedule; and MS PowerPoint shall be used for briefings. The Contractor shall use MS Office 2007 or higher version. The rest of deliverables shall be furnished as electronic copy of the agreed tools/media used.
- 9.3.5. Documentation shall be distributed electronically through the Project Website.

9.4. Each document shall contain the following information for identification:

Serial	Requirement
1	Version of the document and version history
2	Due date
3	Delivery date
4	CLIN number when applicable.
5	Status (e.g., accepted/approved/draft...)

Table 9-1 – Content for all deliverable documents**9.5. Review cycle:**

- 9.5.1. The Contractor shall submit all documentation for Purchaser review as described below. At each review cycle, the Purchaser will state if the document is likely to be accepted in its Final version.
- 9.5.2. If the review is organized within iterative development, the Contractor shall provide documents for the review at least two (2) weeks before the review date, unless specified differently in the SOW or Schedule of Supplies and Services

- 9.5.3. Attached to the documents to be reviewed, the Contractor shall send the invitation, including:

Serial	Requirement
1	Agenda
2	List of participants,
3	Date, hour, location of the review

Table 9-2 – Format for Invitations to Reviews

- 9.5.4. During the development the Contractor may be required to provide subsequent Draft versions of the documents (starting with version 0.1) for the Purchaser comments, as defined in the section describing the iterative development process.
- 9.5.5. The Contractor shall provide a first version submitted to Purchaser's Review (identified as version 0.9) of each deliverable by the date specified in the Schedule of Supplies and Services.
- 9.5.5.1. The Purchaser will provide comments, corrections, and suggested changes to the Contractor within four (4) weeks of receipt.
- 9.5.5.2. This version shall be substantially complete and correct, and the delivery dates specified in the Schedule of Supplies and Services assume this.
- 9.5.5.3. The Purchaser reserves the right to return without review a document that has significant deficiencies.
- 9.5.5.4. The Contractor shall not rely on the Purchaser review to fill in deficiencies or obtain missing Purchaser information.
- 9.5.6. The Contractor shall provide the Final version (version 1.0) of the document, for acceptance, within two (2) weeks of receipt of the Purchaser's comments.
- 9.5.7. The Contractor shall remain responsible for updating all the deliverable documents to reflect necessary changes during the course of the Contract.

APPENDIX A: EXAMPLES OF TEST PLAN AND/OR TEST PROCEDURE

Test type	Title
1. Ensemble Tests	
a. Ensemble Test (in support of a Tranche delivery)	<ul style="list-style-type: none"> Ensemble Test 5 Test Plan, Document Number: BMD-IT-MA4-ET5TPL-1.0, Date: 17 OCTOBER 2016 Ensemble Test 5 Test Procedure, 08 February 2017, PCN: BMD-IT-BC-ET5TPR-1.0
a. Ensemble Test (in support of a Tranche delivery)	<ul style="list-style-type: none"> Ensemble Test 6 Test Plan, 02 February 2018, PCN: BMD-IT-BC-ET6TPL-1.0 Ensemble Test 6 Annex A - Test Cases, 02 February 2018, PCN: BMD-IT-BC-ET6TPL-1.0 Annex A Ensemble Test 6 NRT Test Procedures, 19 March 2018, PCN: BMD-IT-BC-ET6NRTTP-1.0 Ensemble Test 6 RT Test Procedures #1, 29 March 2019, PCN: BMD-IT-BC-ET6RTTP1-1.0 Ensemble Test 6 RT Test Procedures #2, 29 March 2019, PCN: BMD-IT-BC-ET6RTTP2-1.0 Ensemble Test 6 RT Test Procedures #3, 29 March 2019, PCN: BMD-IT-BC-ET6RTTP3-1.0
b. Ensemble Test Lite (on alternate years, when necessary)	<ul style="list-style-type: none"> Ensemble Test Lite 2019 Test Plan Phase 1, 29 March 2019, PCN: BMD-IT-BC-ETLITE19P1TP-004-1.0
c. Ensemble Operator Test (in support of a Tranche delivery)	<ul style="list-style-type: none"> Ensemble Operator Test 2020 Test Plan, 20 February 2020, PCN: BMD-IT-BC-EOT20TP-004-1.0 (NR) Ensemble Operator Test 2020 Test Plan Annex A- EOT Architecture Exploration, 20 February 2020, PCN: BMD-IT-BC-EOT20TP-004-1.0 (NR) Ensemble Operator Test 2020 Test Plan Annex B- EOT Technical Context, 20 February 2020, PCN: BMD-IT-BC-EOT20TP-004-1.0
2. National Tests	
a. National Comms instantiation/regression	<ul style="list-style-type: none"> BMD Baseline Capability (BC) Architecture Verification Master Test Plan, 25 September 2019 PCN: BMD-IT-BC-AVMTPL-9.0

	<ul style="list-style-type: none"> Ballistic Missile Defence (BMD) Initial Operational Capability (IOC) Integration Test Plan, 22 Jan 2016, PCN: BMD-IT-IOC-INTP-1.0
3. BMC3I Tests	
a. ITB OFS update/regression tests	<ul style="list-style-type: none"> ITB Build 5 Test Acceptance Plan (TAP), 27 January 2020, PCN: BMD-IT-PRG-ITBBUILD5TAP-004-1.0 Integration Test Bed (ITB), Build 5 Technology Refresh Acceptance Test Report (ATR), 04 December 2014, PCN: NA-BMD-ITB-DO-ATR-A00
b. BMC3I tests (New Capability)	<ul style="list-style-type: none"> ACCS TMD1 FSA SIT Test Package, 21 August 2019, PCN: BMD-IT-BC-ACCSFSAITBSIT-007-2.0
c. BMC3I tests (Enhanced Capability/Maintenance Release)	<ul style="list-style-type: none"> (NU) AirC2 IS BL4 FAT SIT UAT Project Specification
d. BMC3I system-of-systems integration test (SoSIT)	<ul style="list-style-type: none"> [None available at time of release: First SoSIT is being conducted during 2020]
4. Exercises	
a. National Exercises (JPOW, FOSH)	<ul style="list-style-type: none"> Formidable Shield 19 Exercise Workbook, 13 June 2019, PCN: BMD-IT-BC-FS19EXWB-122-1.0 (NU) CIT_SOW_Generic_Formidable_Shield (NU) CIT_SOW_JPOW2021
b. NATO-Led Exercises (STAE, STAR): Support to Operational Validation	<ul style="list-style-type: none"> Steadfast Alliance 18 (STAE 18) Exercise Workbook, 15 June 2018, PCN: BMD-IT-BC-STAE18EXWB-1.0 Steadfast armour 17 (STAR 17) Exercise workbook, 07 April 2017, PCN: BMD-IT-BC-STAR17EXWB-2.0

APPENDIX B: MAINTENANCE AND SUPPORT CONCEPT GENERIC DEFINITIONS**A.1 Definition**

- [1] Level of Support: Level of support indicates a specific extent of technical assistance in the total range of assistance that is provided by an information technology product to its customer. The Service management is divided in three different level of service, which interface each other, in order to activate the proper level of maintenance in accordance with the event (incident) happened on the system.
- [2] Level of Maintenance: are various echelons at which maintenance tasks are performed on systems and equipment. The levels are distinguished by the relative sophistication of skills, facilities and equipment available at them. Thus, although typically associated with specific organisations and/or geographic locations, in their purest form, the individual maintenance levels denote differences in inherent complexity of maintenance capability.

A.2 Support Concept

- [3] The Support concept is the set of activities and processes in charge of managing the various level of maintenance and to escalate the problem to the appropriate level in accordance with the defined responsibilities.
- [4] It uses a systematic approach, to minimise the logistic delay and assure the maximum level of Service and Operation availability.
- [5] It is based on the Incident management process defined in ISO/IEC 20000 and ITIL framework or equivalent.
- [6] The objective of Incident Management is to restore normal operations as quickly as possible with the least possible impact on either the business or the user, at a cost-effective price

A.2.1 First Level Support Process

- [7] The 1st Level Support Process implements the Incident Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;
- [8] As part of the Incident Management, the Service Desk receives the issue from the user, puts it into a standard format (Trouble Ticket (TT)), performs an initial assessment and distributes it to the predefined actors to solve it

A.2.2 Second Level Support Process

- [9] The 2nd Level Support Process implements the Problem Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent;
- [10] The Problem Management process receives the TT from the Service Desk and performs the following tasks (not limited to):
- a. (Re-)evaluation of TT category, criticality and priority,
 - b. Identification of the root cause of the issue (e.g. by issue replication testing),

- c. Identification of workarounds,
- d. Identification and initial planning of possible short, medium and long-term solutions (e.g. workarounds, patches, or new baseline or CI releases),
- e. Create Problem Analysis Report and Change Request incl. schedule of implementation, and synchronisation with the Baseline Maintenance process;
- f. Presentation of the Problem Analysis Report and Change Request in accordance with the configuration management processes,
- g. Monitor and Control the approved Change Request during implementation,
- h. Trigger 3rd Level Support and/or 3rd Level Maintenance process to implement the Change Request, in case the incident cannot be solved at 2nd level;
- i. Perform the post- Change Request implementation review.

A.2.3 Third Level Support Process

- [11] The 3rd Level Support Process implements the Deployment and Release Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- [12] It Includes the Maintenance Process as part of the Release Management
- [13] The Deployment and Release Management process receives the approved Change Request from the 2nd Level Support and performs the following tasks (not limited to):
 - j. activating Level 3 maintenance when new solutions shall be developed;
 - k. development of the solution (e.g. new CI Fix, Repair, Replacement, Patch, or Release);
 - l. testing of the solution (e.g. Regression testing, issue/deficiency replication testing);
 - m. update of baseline content and status;
 - n. release of the solution (release unit/record);
 - o. delivery and deployment of the solution.

A.3 Maintenance Concept

- [14] The Maintenance Process need to ensure the maintainability of the Product Baseline (PBL) and the Operational Baseline (OBL). The Baseline Maintenance Process implements modifications to be made either proactively or reactively to the PBL to correct faults and/or deficiencies, to improve performance or other PBL attributes, or adapt the PBL/OBL to a modified environment.
- [15] The maintenance concept includes the following activities:
 - p. the Maintenance of all the Configuration Items and all related items,
 - q. the execution of all the required preventive and corrective maintenance activities for all the system and its subsystems for each level,

- r. the allocation of the Maintenance tasks to the respective maintenance levels and the related organisation
- [16] The Maintenance Concept is the set of activities and processes in charge of restoring the system functionality in the shortest time possible.
- [17] The Baseline Maintenance process is decomposed into 1st, 2nd, 3rd and 4th Level Maintenance tasks.

A.3.1 First Level of Maintenance

- [18] It is responsible for the very basic maintenance activities. It is responsible to activate the second level of maintenance when it is needed.
- [19] It implements the initial preventive Maintenance procedures and any additional Service/Capability and/or site specific procedures that are defined in the corresponding O&M Manual. All 1st Level Maintenance procedures do not require specialised tools and/or specialised personnel.

A.3.2 Second Level of Maintenance

- [20] It is responsible of isolation and resolution of system-level maintenance and management of deficiency reports and repair. It is responsible to activate the third level of maintenance when it is needed.
- [21] It implements the initial preventive Maintenance procedures and any additional Service/Capability and/or site specific procedures that are defined in the corresponding Manual. All 2nd Level Maintenance procedures do not require specialised tools and/or specialised personnel.

A.3.3 Third Level of Maintenance

- [22] It is responsible of any support that involves a change to the system baseline, such as software patches or new releases. It is responsible of specialised hardware repair, if requested.
- [23] Third level maintenance is activated by third level support and can be initiated either to define the solution to a problem (corrective maintenance) or to maintain up to date software configuration e.g. due to security patches, operating system obsolescence and upgrades, minor software configuration changes due to operational/interface needs (adaptive maintenance following changes to the underpinning hardware, firmware and software environment).
- [24] It implement the initial preventive Maintenance procedures and any additional Service/Capability and/or site specific procedures that are defined in the corresponding Manual. 3rd Level Maintenance procedures can require specialised tools and/or Personnel

A.3.4 Fourth Level of Maintenance

- [25] It is the responsibility of the hardware vendor or the software original developer. It is activated from the 3rd level of maintenance only when is needed.

- [26] It is responsible for HW, SW / Firmware(FW) debugging, re-coding and testing (both in simulated and emulated environments), SW/FW patch creation and deployment, configuration and change management. The tasks should be performed by software engineers/developers in properly configured environments (SW development and testing facilities) under configuration control.

APPENDIX C: LIST OF ACRONYMS

ACCS	Air Command and Control System
AirC2IS	Air Command and Control Information Service
AQAP	Allied Quality Assurance Publications
Bi-SC	NATO Bi-Strategic Commands
BMC3I	Battle Management, Communications, Command & Control and Intelligence
CBRN FS	Chemical Biological Radiological and Nuclear Functional Services
CFBLNet	Combined Federated Battle Laboratories Network
CI	Configuration Item
CM	Configuration Management
CMDB	Configuration Management Database
CMP	Configuration Management Plan
CPMP	Contractor Project Management Plan
CSA	Configuration Status Accounting
DOORS	Dynamic Object Oriented Requirements System
DOTMLPFI	Doctrine, Organization, Training, Materiel, Leadership, Personnel, Facilities and Interoperability
ECP	Engineering Change Proposals
EDC	Effective Date of Contract
ETEE FS	Education, Training, Exercise and Evaluation Functional Services
FCA	Functional Configuration Audit
FTE	Full Time Equivalent
HW	Hardware
IDD	Interface Description Document
ILSP,	Integrated Logistic Support Plan
INTEL-FS	Intelligence Functional Services
IPT	Integrated Project Team
ITB	Integration Test Bed
JREAP	Joint Range Extension Application Protocol
KO	Kick-Off
LCMP	Lifecycle Configuration Management Plan
MIL-STDs	Military Standards
NAF	NATO Architecture Framework
NCOP	NATO Common Operational Picture
NIRIS	Networked Interoperable Real-time Information Services
NR	NATO Restricted
NS	NATO SECRET
NSWAN	NATO Secret Wide Area Network
NU	NATO Unclassified
OFS	Open Framework Services
OIDB	Observation and Issue Data Base
OIMP	Observation and Issue Management Plan
PBS	Product Breakdown Structure
PCA	Physical Configuration Audit
PCI	Product Configuration Information

PCR	Project Checkpoint Review
PHR	Project Highlight Report
PMR	Project Management Review
PMS	Project Master Schedule
PMTP	Programme Master Test Plan
PPR	Project Progress Review
PRINCE2	Projects In Controlled Environments, Version 2
PWBS	Project Work Breakdown Structure
PTR	Problem Trouble Report
PVS	Programme Verification Strategy
QA	Quality Assurance
QAP	Quality Assurance Plan
QAR	Purchaser QA Representative
RCG	Risk Coordination Group
RM	Risk Management
SDP	Service Delivery Plan
SE&I	System Engineering and Integration
SecOps	Security Operating Procedures
SEMP	System Engineering Master Plan
SOP	Standard Operating Procedure
SoS	System-of-System
SOW	Statement of Work
STANAGs,	NATO Standardisation Agreements
STVP	Security Test and Verification Plan
SW	Software
TBCDM	Tranche-Based Capability Delivery Methodology
TIM	Technical Interchange Meeting.
TOPFAS	Tool for Operations Planning Functional Area Services
TRR	Test Readiness Reviews
V&V	Verification and Validation
VCRI	Verification Cross Reference Index
VCRM	Verification Cross Reference Matrix
WBS	Programme Work Breakdown Structure
WP	Work Packages
WSPS	Windows SharePoint Services

NATO Communications and Information Agency

Common Documents Project Security Instructions

**NATO BALLISTIC MISSILE DEFENCE (BMD)
SYSTEMS ENGINEERING, INTEGRATION & TEST**

CO-15575-BMD



Annex 1 to the Statement of Work

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REVISION SHEET

ECP No	Revision	Date
Initial Release	-	05.09.2019

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1. INTRODUCTION

1.1 Purpose

- (1) This document contains the Project Security Instructions (PSIs) for the CO-15575-BMD and is issued pursuant to NATO Security Policy (Reference A) published by the NATO Security Committee and its supporting directives as described in Reference B and in particular the directive of Reference C and D of Reference D.
- (2) It describes the Contractor's obligations to protect NATO classified information against related security threats (i.e. espionage, compromise, or unauthorised disclosure) and provides specific security rules, regulations and procedures, which shall be applied by the Contractor addressing the minimum security requirements for the protection of NATO classified information received or produced under the Contract.
- (3) This document forms part of the Contract and provides direction to ensure compliance by Contractor on the protection of NATO classified information.
- (4) This document describes the security requirements for Article 28 of Part 2 of the Contract.
- (5) The PSIs are to be reviewed regularly and amended as necessary in consultation with the NATO Office of Security (NOS), the Air and Missile Defence Security Accreditation Board (ASAB) and National Security Authorities/Designated Security Authorities (NSAs/DSAs) so that any sensitivities relating to the Contract are identified and managed to ensure that the most appropriate degree of security is afforded throughout the Contract.
- (6) The NSAs/DSAs/ Security Accreditation Authority (SAAs) are responsible for the implementation and oversight of security for NATO classified information entrusted to their Contractors. For NATO, NOS is the primary security accreditation authority, however, for NATO sites within Allied Command Operations (ACO) area of responsibility, this authority is delegated to SHAPE J2. For these sites Reference Q and Reference R are applicable, which may have more stringent control measures than the top-level NATO Security Directives.

1.2 References

- (7) The references for these PSIs are listed below:
 - A. NATO Security Policy - C-M(2002)49-COR12, 14-Sep-15
 - B. "Roadmap" to NATO Security Policy, Supporting Directives, Supporting Documents and Guidance Documents - Version 2.14, 18-Oct-19
 - C. Directive on Classified Project and Industrial Security - AC/35-D/2003-REV5, 13 May 15
 - D. Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products - AC/322-D(2017)0016 (INV), 30-Mar-17
 - E. ASAB Terms Of Reference (TOR) - AC/336(AIRC2)N(2019)0014-AS1 (INV), 26-Sep-19
 - F. Air Command & Control (AirC2) Security Accreditation Board (ASAB) Security Accreditation Strategy (ASAS) - NCIA/AIRC2POS/2017/00704, Version 1.0, 10-May-17
 - G. Directive on the Security of Information - AC/35-D/2002-REV4, 17-Jan-12
 - H. Directive on Personnel Security - AC/35-D/2000-REV7, 07-Jan-13
 - I. ACCS Community Security Requirement Statement (CSRS) - Version 2.1, 29-Apr-19
NGCS CSRS – Version 2, June 19
 - J. INFOSEC Technical & Implementation Directive for the Interconnection of Communication and Information Systems (CIS) - AC/322-D/0030-REV5, 23-Feb-11
 - K. Supporting Document on the Interconnection of NATO RESTRICTED CIS to the Internet - AC/322-D(2010)0058, 21-Dec-10
 - L. Technical & Implementation Directive for CIS Security - AC/322-D/0048-REV3, 18-Nov-19

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- M. Security Operating Procedures (SecOPs) for End-users of NATO RESTRICTED Automated Information System (NR AIS) – SECOPS_NR_AIS.2.0 (NCIARECCEN-4-153089), 11-Jun-18
- N. Security Classification for Fixed Positioned Air Defence Radar and Deployable Air Defence Radar - Revision B - SH/OPI/J3/AC2PM/SYS/18/006-320010, 08-Feb-18
- O. NATO Guidance on ACCS IP Addresses - Classification & Distribution - NCIA/AMDC2/2018/0037, Version 1.0, 2015
- P. Security Classification Guidelines for ACCS Artefacts - NCIA/AMDC2/2018/00377, Version 2.0, 04-Nov-15
- Q. (NU) ACO Security Directive – AD 070-001, Jan 2019
- R. (NR) ACO Communication and Information System (CIS) Security – AD 070-005, Jan 2019
- S. (NU) NATO BMD Security Classification Guide - BMD-PO-PRG-SCG-2.0, 28-Feb-20

1.3 Authority

- (1) Requests for clarification or recommended changes or revisions to this PSI shall be directed to NCIA Security Officer (NCIA SO), who will co-ordinate as appropriate with the relevant authorities. Changes will not be made without notification and approval of NOS/Air and Missile Defence Security Accreditation Board (ASAB) (Reference E and Reference F).

1.4 Definitions

- (1) The applicable abbreviations and definitions of frequently used terms are listed in Table 1:

Access	The ability and opportunity to obtain knowledge of classified information
NCIA SO	A nominated NCIA CIS Security Officer from the Purchaser responsible for the overall security activities for this project. For this contract, this will be performed by Head CIS Security AMDC2
AIS	Automatic Information System
AfT	Approval for Testing
Attestation of Personnel Security Clearance (APSC)	An approved format to confirm the security clearance level of an individual in the context of a contract involving NATO classified information.
Breach of Security	An act or omission, deliberate or accidental, contrary to NATO Security Policy and supporting directives, that results in the actual or possible compromise of NATO classified information or supporting services and resources (including, for example, classified information lost while being transported; classified information left in an unsecured area, where persons without an appropriate PSC have unescorted access; an accountable document cannot be found; classified information has been subjected to unauthorised modification; destroyed in an unauthorised manner or, for CIS, there is a denial of service).
CIS	Communication Information System. An assembly of computer hardware, software, and firmware configured for the purpose of automating the functions of calculating, computing, sequencing, storing, retrieving, displaying, communicating, or otherwise manipulating data, information, and textual material.
CIS Security	The application of security measures for the protection of communication, information and other electronic systems, and the information that is stored, processed or transmitted in these systems with respect to confidentiality, integrity, availability, authentication and non-repudiation.

Classified Information	Any information (namely, knowledge that can be communicated in any form) or material determined to require protection against unauthorised disclosure and which has been so designated by a security classification.
Classified Meeting	A conference, seminar, symposium, exhibition, convention, or other gathering that is conducted by a participant or by a cleared Contractor during which classified information is disclosed.
Commercial Courier Company	Commercial company that offers a service where a consignment is moved under a trace and tracking scheme.
Compromise	Compromise denotes a situation when - due to a breach of security or adverse activity (such as espionage, acts of terrorism, sabotage or theft) - NATO classified information has lost its confidentiality, integrity or availability, or supporting services and resources have lost their integrity or availability. This includes loss, disclosure to unauthorised individuals (e.g. through espionage or to the media) unauthorised modification, destruction in an unauthorised manner, or denial of service.
Confidentiality	The property that information is not made available or disclosed to unauthorised individuals or entities.
Contract	A legally enforceable agreement to provide goods or services.
Contractor	An industrial, commercial or other entity that seeks or agrees to provide goods or services.
Courier	A person officially assigned to hand-carry material.
Document	Any recorded information regardless of its physical form or characteristics, including, without limitation, written or printed matter, data processing cards and tapes, maps, charts, photographs, paintings, drawings, engravings, sketches, working notes and papers, carbon copies or ink ribbons, or reproductions by any means or process, and sound, voice, magnetic or electronic or optical or video recordings in any form, and portable IT equipment with resident computer storage media, and removable computer storage media.
DSA	Delegated Security Authority. In certain circumstances the National Security Authority (NSA) may formally delegate its responsibilities to a subordinated entity. When this formal delegation has taken place the entity will become a Delegated Security Authority (DSA).
Facility Security Clearance (FSC)	An FSC is an administrative determination by which an NSA/DSA formally recognises the capacity and reliability of Contractor's facilities to manage generate and have access to NATO classified information up to a certain level.
Infraction	A security infraction is an act or omission, deliberate or accidental; contrary to NATO Security Policy and supporting directives that does not result in the actual or possible compromise of NATO classified information. (E.g. classified information left unsecured inside a secure facility where all persons are appropriately cleared, failure to double wrap classified information, etc.).
Information	Any information provided to, generated in, or used in the Contract. This information may be of any form or type. (I. e including scientific, technical, business, or financial data, and includes photographs, reports, manuals, threat data, experimental data, test data, designs, computer software, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphic presentations). Data also includes magnetic tape, computer memory, or any other forms and whether or not subject to copyright, patent, or other legal protection.
IVCP	International Visit Control Procedures

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NATO Classified Information	Means information or material determined by or on behalf of NATO to require protection against unauthorised disclosure which has been so designated by a security classification NR or above.
NATO RAP	NATO Recognised Air Picture
Need-to-know	The principle according to which a positive determination is made that a prospective recipient has a requirement for access to, knowledge of, or possession of information in order to perform official tasks or services .
National Security Authority (NSA)	An authority of a NATO nation which is responsible for the maintenance of security of NATO classified information in national agencies and elements, military or civil, at home or abroad.
Personnel Security Clearance (PSC)	A determination that an individual is eligible to have access to classified information.
Personnel Security Clearance Certificate (PSCC)	An approved format used by NSAs/DSAs to confirm the level and validity of a PSC.
Project Security Classification Guide (PSCG)	Part of the programme (project) security instructions (PSI) which identifies the elements of the programme that are classified, specifying the security classification levels. The security classification guide may be expanded throughout the programme life-cycle, and the elements of information may be re-classified or downgraded.
Risk	The likelihood of a vulnerability being successfully exploited by a threat, leading to a compromise of confidentiality, integrity and/or availability and damage being sustained.
Subcontractor	Any agreement, contract, subcontract or purchase order made by the Contractor with any other party in order to fulfil any part of this Contract. A contractor to whom a prime Contractor lets a sub-contract.
Threat	The potential for compromise, loss or theft of NATO classified information or supporting services and resources. A threat may be defined by its source, motivation or result, it may be deliberate or accidental, violent or surreptitious, external or internal.
Vulnerability	A weakness, an attribute, or lack of control that would allow or facilitate a threat actuation against NATO classified information or supporting services and resources.

Table 1 - Definitions

2. SECURITY INSTRUCTIONS

2.1 Records of Employees

- (1) The Contractor shall maintain a record of his employees taking the project and who have been cleared for access to NATO classified information. This record must show the period of validity and the level of the clearances.

2.2 Security Classifications and Markings

- (1) Security classifications used for the Contract shall indicate the sensitivity of NATO information and are applied in order to alert recipient to the need to ensure protection, in accordance with Reference G, in proportion to the degree of the damage that would occur from unauthorised access or disclosure. The security classifications shall be applied only to those aspects of a contract that must be protected, and the level of such classifications must be strictly related to the degree of protection required.
- (2) The word “NATO” is a qualifying marking which signifies that the document is the property of NATO even if the containing information remains the property of the owner. The originator of the information is responsible for determining the security classification and initial dissemination of information (see Appendix 2). The classification level of NATO information shall not be changed, downgraded or declassified without the consent of the NCI Agency as the Contracting Authority.
- (3) The following principles apply to the marking of NATO information for the Contract:
 - a. NATO SECRET (NS) – where unauthorised disclosure would result in grave damage to NATO;
 - b. NATO CONFIDENTIAL (NC) – where unauthorised disclosure would be damaging to NATO;
 - c. NATO RESTRICTED (NR) – where unauthorised disclosure would be detrimental to the interests or effectiveness of NATO.
 - d. NATO UNCLASSIFIED (NU) – where unauthorised access would be undesirable and shall be granted only based a “need-to-know” principle (e.g. internal used only) but does not required specific security protection. NU information is no considered as NATO classified information.
- (4) The classification of a compilation of information from more than one source shall be co-ordinated among the sources to determine the appropriate NATO security classification. To assist in classifying information for this project, specific classification guidance is provided for this project in references N, O, P and S.
- (5) The Contractor shall not change any level of security classification or de-classification of documentation or material, which may be carried out unless written authority in this respect is obtained from the Purchaser.
- (6) The initial assessment that information should be classified, which was not previously identified for classification in a contract, may be made by the Contractor. In such case, the Contractor shall recommend to take appropriate classification action. However, the decision to classify information ultimately is the responsibility of the Contracting Authority or other designated classification authority.
- (7) In the absence of clearly defined classification guidance, the Contractor may forward a classification proposal to the NCIA SO regarding interim classification, which when reviewed and approved may update the Contract Project Security Classification Guide (PSCG).

2.3 Personnel Security Clearances (PSCs)

- (1) All Contractor/Subcontractor personnel handling NATO classified (e.g. NC/NS) information shall possess a valid Personnel Security Clearance (PSC) at the appropriate level defined based on the Reference A, Reference C, Reference H and defined in Reference I, have a “need-to-know” and shall be briefed on security procedures and their responsibilities by the nominated Facility

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Security Officer acknowledging in writing that they fully understand their security responsibilities and the potential consequences if information passes into unauthorised hands either by intent or through negligence. A record of the acknowledgement of responsibilities by Contractor's employees shall be retained by the Contractor Security Officer.

- (1) The Contractor shall deny access to NATO classified information to any persons other than those authorised to have access with appropriate PSC and determined by the "need-to-know" requirement.

2.4 Protection of NATO classified information

- (1) All NATO classified information generated, held, used, or exchanged in connection with the Contract shall be stored, handled, safeguarded and transmitted in accordance with the NATO Security Policy as stated in C-M(2002)49 (Reference A) and all its supporting directives and guidelines, contract requirements and applicable national laws and regulations.
- (2) The Contractor shall apply appropriate security mechanism and protection level for NATO information up to including NATO SECRET.
- (3) If information classified at NATO CONFIDENTIAL or above is to be processed or stored at the Contractor premises, then a Facility Security Clearance must be in place in accordance with the provisions of the Directive on Classified Project and Industrial Security (Reference C).

2.4.1 Storage

- (1) Storage of NATO classified Contract information and material is only permitted at sites for which an appropriate facility clearance in proportion to the security classification of such information and material has been issued by the responsible NSA/DSA.
- (2) NATO SECRET and NATO CONFIDENTIAL Information shall not be left unattended or handled in a manner that could result in unauthorised access. It shall be stored in an approved safe or steel file cabinet that has an automatic locking mechanism and is afforded supplemental protection (NSA/DSA approved Intrusion Detection Systems or NSA/DSA approved Security Guard services) during non-working hours. When NATO SECRET and NATO CONFIDENTIAL information is not secured in a NSA/DSA approved container it may only be worked on in a restricted or closed area that prevents unauthorised personnel access to the information or material.
- (3) NATO RESTRICTED information shall not be left unattended or handled in a manner that could result in unauthorised accesses. It may be stored in locked desks, cabinets, or similar containers to which access is restricted. It may also be secured in the open in locked rooms, provided access to the room is restricted to persons who are authorised access to the information. During travel, the information must remain in the personal custody of the carrier or be secured at all times. It may not be left unattended in hotel rooms or vehicles. It may not be read in public.
- (4) Unless specifically mandated by NSA/DSA or Contracting Authority, NR information is not required to be individually recorded or processed through a Registry System

2.4.2 Access

- (1) Access to NATO UNCLASSIFIED Information shall be limited to individuals having a need-to-know. NATO UNCLASSIFIED Information does not require security protection. NATO UNCLASSIFIED Information may only be released to the general public (non-NATO nations, organisations, and individuals) when such release would not be against the interest of NATO.
- (2) Access to NATO classified information applicable for the Contract (e.g. NR and above up to including NS) shall be provided only to facilities or persons whose access is necessary in connection with their involvement in the Contract. All persons who are to be given access to the information shall be informed of and acknowledge their responsibilities for protecting the information.

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2.4.3 Destruction

- (1) Destruction of NATO UNCLASSIFIED information is individual responsibility and shall be destroyed in a manner that it cannot be easily reconstructed in full or in part (e.g. paper copies shall be shredded before being thrown into a bin; computer disks shall be erased with NATO approved tools).
- (2) The Contractor shall destroy or return any classified information provided or generated under the Contract unless the contracting authority has given written approval. Documents or other media containing NATO classified information shall be destroyed by any method approved for the destruction of classified information. The Contractor/Subcontractor shall keep a record of destruction for NATO information classified NATO CONFIDENTIAL/ NATO SECRET.

2.4.4 Unauthorised Disclosure

- (1) The unauthorised disclosure of NU information shall be processed through an administrative process, and appropriate action shall be taken against those responsible. The unauthorised disclosure shall be reported to the Contractor security office.
- (2) The unauthorised disclosure of information classified above NU must be reported to both the Contractor Security Office and the NCIA SO.

3. NATIONAL / NATO / INDUSTRY OFFICIALS ROLES AND RESPONSIBILITIES

3.1 National Security Authority/ Designated Security Authority

- (1) The NSA/DSA is responsible for the implementation and oversight of security for NATO classified information entrusted to their contractors. The NSAs/DSAs/SAs shall ensure that they have the means to make their security requirements upon the Contractor and that they have the right to inspect and approve the measures taken by the Contractor in compliance with Reference A for the protection of NATO classified information.
- (2) The NSA/DSA of the contractor nation is responsible for ensuring that contractor's facility under its jurisdiction has adopted the protective security measures necessary to qualify for a Facility Security Clearance (FSC) and to issue security accreditation statements for the CIS that are storing, processing or transmitting classified information.
- (3) In granting a FSC, the NSA/DSA shall ensure that they have the means to be advised of any circumstances that could have a bearing upon the viability of the clearance granted. This may include: a transfer or the controlling interests in the facility, a realignment of the business associations, the replacement of any of its directors, a change in its physical location, an alteration to the premises it occupies or a variation in security procedures.

3.2 Contractor and Subcontractor(s)

- (1) A Facility Security Officer (FSO) shall be established for any contractor premises with an FSC. The responsibilities of the FSO shall be to coordinate all security activities to ensure compliance with NATO (and national implementation of) NATO Security policy in accordance with the provisions of the Directive on Classified Project and Industrial Security (Reference C) and are further defined in Section 3.2.1 of this document.
- (2) The prime Contractor and any Subcontractor(s) are required comply with NATO security regulations as implemented by the NSA/DSA of the nation in which the work is performed, in particular, with all security requirements laid down in this Contract for handling, storing and/or transmitting NATO classified information in this PSI.
- (3) The Contractor is 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.
- (4) The Contractor shall submit in due time to the NSA/DSA the personal particulars of the person the Contractor wishes to employ on the project with a view to obtaining PSCs at the required level where NC and above is involve.

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- (5) The Contractor shall maintain, preferably through the FSO, a continuing relationship with the NSA/DSA and / or the Contracting Authority in order to ensure that all NATO classified information involved in the bid, contract or subcontract is properly safeguarded.
- (6) The Contractor, with the signature of this Contract, acknowledges receipt of these PSIs, confirms that it understands and complies with the security aspects defined within this document.

3.2.1 Facility Security Officer (FSO)

- (1) An FSO shall be in place for a Contractor/Subcontractor to be granted an FSC. The FSO shall be responsible for the overall protection of NATO classified information and obliged to ensure the effective implementation of security requirements and procedures within the facility involved in any contract/subcontract requiring access to NATO classified information.
- (2) The FSO shall, in accordance with national laws and regulations, serve as the main point of contact between the Contractor/Subcontractor and the Contracting Authority or relevant NSA/DSA for all security related aspects. When appointing the FSO, the following requirements apply:
 - e. The FSO shall be:
 - i. A citizen of the nation where the facility is located, or a citizen of a NATO nation;
 - ii. An employee of the Contractor/Subcontractor;
 - iii. Granted a PSC at the appropriate level;
 - iv. A part of the facility's management, or reporting directly to one of the members of the management in order to exercise security authority;
 - f. The FSO shall undertake appropriate briefing and/or training regarding protective security and threat awareness;
 - g. The responsible NSA/DSA should endeavour to create and maintain a close cooperation with the FSO.
- (3) The FSO is responsible for the following tasks:
 - a. Establishing and maintaining a system of procedures and measures for the protection of NATO classified information. These measures must ensure that all security requirements specified for personnel security, physical security, security of information and CIS security (CISS) are adhered to and are in place throughout the lifetime of the classified project/contract;
 - b. Reporting to the responsible NSA/DSA any circumstances that may have an impact on the status of the FSC (e.g. changes in the ownership or key management personnel, changes in personnel who are involved in the classified project, changes to physical security, security of information and CISS, etc.), or PSCs (e.g. changes to or other circumstances which necessitate revalidation or which may adversely affect the individual's loyalty, reliability and trustworthiness, etc.);
 - c. Reporting to the responsible NSA/DSA any suspected espionage, sabotage or subversive activities at the facility, including any indication of loss, compromise or suspected compromise of NATO classified information and any other security risks concerning NATO classified information; in all cases involving compromise of NATO information, the NCIA Security Officer shall be informed.
 - d. Providing initial security briefings to new employees, and to all cleared persons before they are given access to NATO classified information. Providing periodic security training and security awareness programmes for all personnel as required and conduct debriefings with individuals who are terminating employment on their continuing responsibilities concerning the safeguarding of NATO classified information they have accessed;
 - e. Conducting periodic security spot-checks or inventories as required of their facility;

- f. Initiating a preliminary enquiry to ascertain the circumstances of any security violation, submit an initial investigation report of the security incident and final report including the corrective actions taken to the responsible NSA/DSA;
- g. Cooperating in security inspections and investigations undertaken by the responsible NSA/DSA for assessing the protection of NATO classified information and assist in personnel security investigations of current or former employees; complying with any procedure that is, or may be, established by the NSA/DSA regarding the safeguarding and release of NATO classified information related to the contract/subcontract.

3.2.2 Facility Security Clearance

- (1) The Contractor shall obtain and maintain a Facility Security Clearance (FSC) for managing, generating or having access to NATO Classified information up to and including NATO SECRET. The FSC of the Contractor's facility shall be verified through the relevant NSA/DSA. No NATO classified material are to be provided prior to this event.

3.3 Purchaser / Contracting Authority

- (1) NCI Agency acts as the relevant Purchaser and Contracting Authority for this Contract.
- (2) The Purchaser shall notify, via NCIA SO, the NSA/DSA of the nation with jurisdiction over the Contractor about the Contract, which involves classified information at the level NS, to include details on the nature of services or work to be performed by the Contractor, the security classification, the nature and volume of classified information to be generated and handled by the Contractor as well as any other relevant security aspects.

The Contracting Authority shall obtain the respective assurance from the responsible NSA/DSA by using the Facility Security Clearance Information Sheet (FSCIS) defined in Appendix 4 in accordance with Reference C.

3.3.1 Personnel Security Clearances

- (1) Personnel security clearances are required for access to information classified NATO CONFIDENTIAL and above. The Contractor facilities that require access to NATO CONFIDENTIAL information and above, shall be security cleared.

3.3.2 Reproduction

- (1) Reproduction of documents or information classified NR may be reproduced by individuals authorised for access to the information and on equipment with controlled access.

3.3.3 Dissemination

- (1) The Contractor shall limit the dissemination of NATO classified information (to include UNCLASSIFIED) to the smallest number of persons as is consistent with the proper execution of the Contract or Subcontract(s).

3.4 Security Incidents

- (1) Actual or possible loss or compromise of classified information shall be reported to the relevant FSO. The FSO will report the incident to the applicable NSA/DSA and NCIA SO (Head CIS Security AMDC2), as applicable, in addition to reporting procedures prescribed by national / NATO regulations.
- (2) The FSO of the facility where a violation or compromise may have occurred will investigate all such occurrences and inform their NSA/DSA of the results. NSA/DSA will promptly and fully inform other NSAs/DSAs and Air and Missile Defence Security Accreditation Board (ASAB) via the ASAB Chairman of the known details of any such occurrences, provide updates and final results on the investigation the corrective actions taken to preclude recurrences.
- (3) Reports on the loss or compromise, or possible compromise, shall include as a minimum the following details:

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- a. A description of the circumstances.
 - b. The date or the period of the occurrence.
 - c. The date and place of discovery and location of the occurrence. The security classification and markings of the information involved in the incident.
 - d. Specific identification of the information or material, to include originator, subjects, reference, date, copy number, and language.
 - e. Assessments of the likelihood of compromise (i.e., "certain," "probable," "possible," or "unlikely").
 - f. A statement on whether the originator has been informed.
 - g. Actions taken to secure the material and limit further damage.
 - h. A list of the information that has been compromised or material that is unaccounted for.
 - i. Responsible person(s) and reasons for loss or compromise or possible loss/compromise.
- (4) The above reporting requirements are in addition to any other reporting requirements of the Contracting parties, required by national regulations.
- (5) Reports of investigations involving NATO CONFIDENTIAL information and above shall be provided to the NSA/DSA and the NCIA SO who will report to the NATO International Staff (IS) NATO Office of Security (NOS), if appropriate.

3.5 Termination Contract Security Procedures

- (1) In the event of termination or expiration of the Contract, the Contract parties' respective rights and responsibilities with regard to Contract information shall be determined. Retained Contract information must be safeguarded in accordance with this PSI and References A, B, I and J.
- (2) Contract information and deliverables shall be protected accordingly to identified and categorised security classification levels and shall not use that information for other purposes without the prior written consent of the originating Contract parties.
- (3) All NATO classified information related to the Contract shall be returned to the NCIA SO on completion or termination of their Contract unless the information has been declassified or removed from control, destroyed, or authorised for retention by the NCIA SO.
- (4) In the event that a NFSC is terminated, the Contractor shall return all classified information to the NCIA SO or dispose of such information in accordance with instructions from the NCIA SO.

3.6 Security Education

- (1) Contractor employees who will have access to classified and unclassified Information for the purpose of this Contract shall be briefed on or otherwise informed of, and acknowledge their understanding of their responsibilities for protecting the information. This may be accomplished by briefings, the use of written material, or by electronic means.
- (2) The briefings and acknowledgements including initial, recurring, and termination actions shall be recorded in the personnel security file. The responsibilities to be presented in the briefings shall include:
 - a. The pertinent aspects of applicable laws and regulations;
 - b. The perceived threat;
 - c. Procedures for handling the information during use, transmission, visits, travel, and meetings;
 - d. How to handle possible losses or compromises and security violations ;
 - e. Any special security requirements that are unique to the Contract; and,

- f. Penalties that may be imposed for violating the security requirements of the Contract and this PSI.

4. RELEASE OF INFORMATION

- (1) The release of Contract information (classified or non-classified) to authorities or persons outside of the Contract (non-participants) without prior approval is strictly prohibited.
- (2) Reference C addresses the specific procedures and arrangements for authorising the release of NATO classified information and the release authority conditions.
- (3) Unless specifically authorised by the Purchaser, the Contractor shall not release any NATO information pertaining to this Contract to any third parties to whom a request to supply goods or services has been submitted.

4.1 Unilateral Release

- (1) The unilateral release of classified Contract information or material to other than the Contract parties is prohibited without the specific written approval of the NCIA SO. Release of Contract classified information is restricted to the Contract parties and their (sub) contractors expressly identified and approved in writing by the NCIA SO. Contractor must ensure that subcontractors follow the same procedures.
- (2) Requests for release shall be submitted to the NCIA SO in order to obtain approval from the responsible authority. Release of classified information shall be restricted to those individuals who have a need-to-know for purposes of performance on the Contract.
- (3) Public release of Contract information shall receive the NCIA SO approval since it is NATO property that must be protected from unauthorised disclosure. Approval for release may also include limits, restrictions, and imposition of reasonable measures that should be taken to protect the secrecy of inventions. Although not subject to the same restrictions, handling, and transmission constraints imposed on NATO classified information, NATO unclassified information is also the property of NATO. As such, release of official information is restricted to NATO member nations only, unless written permission is received from the NCIA SO. Detailed requests for permission to release Contract information, shall be submitted to the NCIA SO before the proposed date of release.

4.2 Release of Information and Material to Third Parties

- (1) No Contract information, except that which has been approved for public release may be released without the prior written approval of the NCIA SO.

4.3 Release of Contract Information at Symposia, Seminars and Conferences

- (1) In accordance with Contract Part 3 Clause 12 the following shall apply:
 - a. Speeches and presentations by Contract parties at symposia, seminars, etc., regarding Contract must be approved in advance by the NSA/DSA, and the NCIA SO;
 - b. The Contractor shall submit the particulars of the meeting in advance, with sufficient time to allow NSA/DSA and the NCIA SO to ascertain the extent of the classified information access and disclosures, and determine the organisation and composition of the proposed audience;
 - c. Detailed requests for permission to release Contract information shall be submitted to the NCIA SO, a minimum of 45 days before the proposed date of release. Requests shall include the name of the requesting individual, date of presentation, nationality of representatives and the countries represented title of the symposium or seminar, and other information which may be required by national regulations.

4.4 Public Release of Classified Contract Information

- (1) Written approval for public release of classified Contract information, including papers, advertising, brochures, displays, web pages, and other publicity material, shall be sought in writing through the NCIA SO.

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- (2) Contractor shall ensure that its Subcontractors follow the same procedures. The NCIA SO may reject such proposals without further recourse. Release authorisation will be made following consultation with the NSA/DSA or delegated responsible authorities.
- (3) All proposals that the NCIA SO endorses will be submitted to the appropriate NSA/DSA or other NSA/DSA specified authorities. The NSA/DSA will then grant or deny release in accordance with national regulations. A minimum of 45 days should be allowed for review of the proposal.
- (4) It is incumbent upon government organisations to screen all information submitted to them for public release to ensure that: (1) it is NATO UNCLASSIFIED, (2) it is technically accurate, and (3) release will not be detrimental to NATO or national security.

4.5 Exhibition Authorisation

- (1) The Contractor when displaying Contract information and material at exhibitions shall have available at each exhibition a copy of the document that provides authorisation for the display. The Contractor shall ensure that all information on public display (e.g., at Air Shows, International Exhibitions, etc.) is displayed in the form in which it was officially authorised for release.
- (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. 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 Subcontractors.
- (3) No Contract information, except that which has been approved for public release may be released without the prior written approval of the NCIA SO to third parties.

5. CHANGE PROCEDURES

- (1) No changes to this document shall be made by the Contractor.
- (2) The Contractor may submit, by a written order to the Purchaser, proposals for applicable changes to the relevant security instructions included in this document or changes to the Project Security Classification Guide (PSCG).

6. INTERNATIONAL HAND CARRIAGE OF NATO CLASSIFIED DOCUMENTS

6.1 Security Arrangements and Procedures

- (1) Transmission of NATO UNCLASSIFIED information may be conducted through a normal mail channels or by hand carrying without formal courier orders. The information display and processing should be avoided in public places (i.e. airport, train station) and protection against potential overlooking should be satisfied.
- (2) Documents or other media containing NATO classified information up to NATO RESTRICTED may be transmitted by a national mail system via registered mail, authorised messenger service or courier. Double envelopes or wrappings shall be used. The envelope or wrapping shall be opaque and shall not reveal that the package contains NATO classified information.
- (3) The international transmission of material classified NATO CONFIDENTIAL and NATO SECRET shall be satisfied by an approved courier service or personal carriage by an appropriately cleared and authorised person. Receipts are required for the international transmission of NATO classified information.
- (4) To meet an urgent need to transfer classified Contract documents and material between the Purchaser and Contractor and his subcontractors, the responsible NSA/DSA may approve special arrangements for hand carriage, or delivery by a national mail system or by cleared commercial delivery services.
- (5) Hand carriage may be used on a case-by-case basis when government channels are not reasonably available, or transmission through government channels would result in an unacceptable delay that will adversely affect performance on the Contract, and it is verified that the information is not available at the intended destination.
- (6) Classified information and material being hand carried must be sealed while in transit, may not be opened a route, and requires direct delivery from the secure facility originating point to the secure facility at the destination. During travel NATO classified information must remain in the personal custody of the carrier and be secured. It may not be left unattended in hotel rooms or vehicles and NATO classified information may not be read in public.
- (7) When hand carriage of NATO classified material is permitted, the following minimum procedure shall apply:
 - a. The courier shall carry a Courier Certificate based on (Appendix 6), authorising him to carry the package as identified. The Courier Certificate shall be stamped and signed by the consignor's NSA/DSA and by the consignor's FSO;
 - b. A copy of the "Instructions for the Courier" (Appendix 5) shall be attached to the certificate;
 - c. The Courier Certificate shall be returned to the issuing NSA/DSA through the consignor's Facility Security Officer (FSO) immediately after completion of the journey(s) or be kept available at the company for monitoring purposes if permitted by the issuing NSA/DSA national laws and regulations. Any circumstances that occurred during the trip which raise security concerns shall be reported by the courier on the certificate.
- (8) The consignor's FSO is responsible for instructing the courier in all of his/her duties and of the provisions of the "Instructions for the Courier" (Appendix 5) and a Security Acknowledgement (Appendix 8) has to be signed.
- (9) If customs authorities (of the NATO nation or of a non-NATO nation with a Security Agreement with NATO) request to examine the consignment and inspection is unavoidable, the procedures detailed in Reference C shall be followed. Customs authorities will be permitted to observe sufficient parts of the consignment to determine that it does not contain material other than that which is declared.

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6.2 Handling of Classified Material as Freight

- (1)** The transmission of classified material as freight within a country shall be in accordance with approved national procedures providing a degree of protection not less stringent than NATO Security Policy.

7. INTERNATIONAL VISIT CONTROL PROCEDURES

7.1 Visit Types

- (1) There are three types of international visits that will be used in the Contract:
 - a. A One-time visit is a single visit for a specific purpose and to a specific site or sites, which is not anticipated to be repeated within the same calendar year. The duration of the visit will never be longer than the validity of the personnel security clearance of the visitor(s);
 - b. Recurring visit is for intermittent visits over a specified period of time to a specific site or sites and for a specific purpose;
 - c. Emergency visit is for a one-time visit that must take place as a matter of urgency and importance and as such that the normally required lead time identified cannot be met.
 - d. Amendment is an extended, long-term visit for a specified period of time, subject to annual review and validation.

7.2 Recurring Visit

- (1) Recurring visit covers normally the duration of a contract that requires participating personnel to make intermittent (recurring) visits to Purchaser premises.
- (2) Visits covering a period of more than one year may be subject to annual review. The duration of the visit will never be longer than the validity of the personnel security clearance of the visitor(s).
- (3) When Contractor personnel are required to work at the Purchaser premises during a defined time period, Purchaser authorisation is required in advance of the activity. Contractor shall coordinate arrival of its personnel with the designated and authorised NCI Agency Contract Manager (Appendix 1).
- (4) The Contractor shall perform the appropriate in-processing process defined by the Purchaser Human Resources policy.
- (5) The NCIA SO shall initiate an annual review to update the lists of personnel that are authorised to make recurring visits. Information concerning individuals derived from one time or emergency requests shall be added, if they are to be authorised to make recurring visits. Employees that are no longer involved in the Contract shall be deleted.

7.3 Emergency Visits

- (1) An emergency visit is for a one-time visit that must take place as a matter of urgency and importance and as such that the normally required lead time identified cannot be met.
- (2) Such unplanned or emergency visits should be arranged only in exceptional circumstances. To qualify as an emergency visit the following conditions must be met:
 - A. The visit must relate to the Contract and failure to make the visit could reasonably be expected to seriously jeopardise performance on the Contract.
 - B. Emergency visit requests shall be critically reviewed, fully justified and documented by the Security Officer of the requesting organisation.
 - C. Emergency visit requests should be submitted no less than three working days prior to the visit. Emergency visits shall be approved only as a single, one-time visit.
 - D. If subsequent visits are deemed necessary, the requester should submit a follow-up request for a recurring visit authorisation.
 - E. The requester shall co-ordinate the emergency visit in advance with the person to be visited. The requestor shall ensure that contact information is provided for both the person to be visited and a knowledgeable government point-of contact. This contact data includes the complete name, grade or position, address, and telephone number of the person to be visited and a knowledgeable government point of contact. Provide this information in

the visit request, along with the identification of the Contract and the justification for submission of the emergency visit request.

- F. Under extraordinary circumstances, an emergency visit request may be submitted with less than the required lead-time; however emergency Request for Visit (RFV) will not be accepted less than two working days prior to the start of the proposed visit.

7.4 Amendment

- (1) When an already approved or pending RFV needs to be changed regarding dates, visitors and/or locations, an amendment referring to the original RFV must be submitted.
- (2) Amendments to approved or pending one-time and recurring visits are authorised, provided that the amendments are limited to:
 - a. Change of dates of visit;
 - b. Addition and/or deletion of visitors; and
 - c. Change of location.
- (3) For amendments, the standard RFV Form should be used. The type of visit cannot be changed via the amendment procedure. Amendments should refer to the original request that is still pending or already approved.

7.5 Request for Visit

- (1) Visit the Purchaser facility by Contractor personnel required advance authorisation. The completed Request for Visit (RFV) format (Appendix 3) and instructions shall be used to request visit authorisation. Reference to the Contract shall be included in all visit requests. All RFVs shall be submitted through NCI Agency sponsor.
- (2) For all types of visit, the standard RFV Form (see Appendix 3) should be used.
- (3) This RFV Form has been designed for automated as well as manual use. However, the use of an electronic form and the transmission via e-mail are strongly encouraged.
- (4) The completed RFV should be considered as an unclassified document.

8. SUBCONTRACTING

- (1) Subcontracts shall not be let without the prior approval of the Contracting Authority.
- (2) Subcontractor(s) are contractually obliged to comply with all the provisions of this document and any other additional security requirements issued by Contracting Authority. The Contractor shall ensure that subcontractors follow and comply with the same security procedures.
- (3) Subcontractors under the jurisdiction of a NATO Nation requiring by their national laws and regulations notification of contracts involving NR shall notify their NSA/DSA about any such contracts they have been awarded.
- (4) The Subcontractor(s') responsibilities include but are not limited to:
 - a. Obtaining NFSCs from the cognisant NSA/DSA.
 - b. Dissemination of information solely on the basis of the need-to-know. No person is entitled to have access to NATO classified information based on rank, status, or clearance. The individual must have a clearly demonstrated need-to-know.

9. INTERNATIONAL TRANSPORTATION

9.1 Transportation of NATO Classified Material NC or NS as Freight

- (1) The consignor and the consignee of a consignment of NATO classified material to be transported as freight internationally shall jointly organise the transport arrangements. The consignor shall submit a written transportation plan to its NSA/DSA who, after consultation with the NSA/DSA of the consignee, will advise the consignor whether the transportation plan is acceptable and/or of any changes that are required.
- (2) The transportation of classified material as freight within a country shall be in accordance with approved national procedures providing a degree of protection not less stringent than current NATO Security Policy.
- (3) Commercial carriers can be used for transportation if it is in the opinion of the NSA/DSA concerned, in this case the following procedure shall be applied:
 - a. The commercial carrier shall hold an FSC if required by national laws and regulations or if it is to store NC or above at its premises;
 - b. The commercial carrier shall deploy personnel that have been granted a PSC at a minimum level to the material being transported;
 - c. Prior to any international transmission by commercial carrier, the NSAs/DSAs of the consignor and of the consignee must agree on an International Transportation Plan as described in Appendix 9 or in Reference C; and
 - d. When an International Transportation Plan is developed that will involve more than one international shipment of classified material, a Notice of Classified Consignment (Appendix 10 or from Reference C) shall be used to identify each shipment and provide details to the recipient, transportation personnel and any other personnel who will be involved in ensuring the security of the shipment.

9.2 Transportation of NATO Classified Material NC or NS as Freight by Road

- (1) The following minimum criteria shall be applied when consignments of NATO classified material NC or NS are transported by road:
 - a. When storage of classified consignments is required at the carrier's facility, the carrier shall hold an FSC at the appropriate level issued by the respective NSA/DSA;
 - b. Classified material shall be secured in vehicles or containers by a lock or padlock of a type currently approved by the NSA/DSA concerned. Closed vans and cars that may be sealed should be used since they offer maximum security. If this is not physically possible, the consignment should be encased to protect the classified aspects and prevent unauthorised persons from gaining access;
 - c. The transport shall be accompanied by at least two individuals who could be the driver, co-driver or additionally deployed security escorts or guards, and who both shall hold a PSC at the level commensurate with the classification level of the material. At least one individual shall carry a "Courier Certificate" based on (Appendix 6) and assume responsibilities of a "Courier" as described above.
 - d. In cases where stops must be made, arrangements shall be made in advance to use storage provided by government establishments or facilities having an appropriate FSC and the necessary cleared personnel and capabilities to ensure security of consignment. In the event such arrangements cannot be made or an emergency situation arises due to accident or breakdown of the vehicle, at least one of the security cleared individuals accompanying the material shall be responsible for keeping the consignment under constant control, and
 - e. Communication checks along the road shall be pre-arranged to ensure security of the consignment.

9.3 Transportation of NATO Classified Material NC or NS as Freight by Rail

- (1) The following minimum criteria shall apply when consignments of NC and NS material are transported by rail:
 - a. Passenger accommodation shall be made available for appropriately cleared security guards or escorts who shall carry a Courier Certificate (Appendix 6 or Reference C) and assume responsibilities of a "Courier" as described above.; and
 - b. During stops, the security guards/escorts shall remain with the consignment.
- (2) Depending on the volume of the consignment, priority shall be given to rail cars or containers that can be closed and sealed, giving maximum security.

9.4 Transportation of NATO Classified Material NC or NS as Freight by Sea

- (1) The following minimum standards shall be applied when consignments of NATO material classified NC or NS are sent by sea:
 - a. Where possible consignments should be carried in ships sailing under the flag of a NATO nation. Ships sailing under the flag of a non-NATO nation, which represents a special security risk (as defined in the Directive on the Security of Information, "International Transmission") shall not be used. Where practicable, a guard or escort holding an appropriate PSC shall accompany the consignment;
 - b. Material shall be secured in locked containers approved by the NSA/DSA of the consignor. However, when this is not possible, blocked-off stowage may be approved by the NSA/DSA of the consignor. Use of security tapes or seals on the openings shall be considered. Blocked-off stowage is stowage in the hold of a ship where the material is covered and surrounded by other cargo consigned to the same destination in such a way that access to the material is physically impracticable. Where it is not possible or impracticable to carry a consignment in the hold, it may be carried as deck cargo, provided it is secured in a locked container and packaged so it is not evident that it contains classified material;
 - c. Stops at or entering the territorial waters of countries presenting special security risks shall normally be avoided but if unavoidable the security risk shall be assessed by the NSAs/DSAs concerned in the light of the political environment, when they receive the transportation plan drawn up by the consignor and the consignee. Unless the ship is in an emergency situation, it shall not enter the territorial waters of any of these countries;
 - d. Stops at any other country shall not be permitted unless the prior approval of the consignor's NSA/DSA has been obtained;
 - e. In all cases, loading and unloading shall be under security control; and
 - f. Deliveries to the port of embarkation and collection from the port of disembarkation must be so timed to prevent, as far as possible, a consignment being held in port warehouses unless the warehouse has been granted an FSC by the consignor's or consignees NSA/DSA, as applicable. Where this is not possible, sufficient security guards must be provided to keep the consignment under adequate and permanent supervision until collection is achieved.

9.5 Transportation of NATO Classified Material NC or NS as Freight by Aircraft

- (1) Preference shall be given to the use of military aircraft of a NATO nation to transport NC or NS material. If utilisation of a military aircraft of a NATO nation is not feasible, an NSA/DSA approved commercial air carrier may be used, provided it is registered in or chartered by a NATO nation. Exceptionally, airlines from non-NATO nations may also be used provided the security of the consignment can be assured by the appropriate measures taken by NSA/DSA. Scandinavian Airlines System aircraft also may be used. The following minimum standards shall be observed:
 - a. Every effort shall be made to deliver the consignment straight to the aircraft rather than permitting it to be stored in warehouses, etc., at airports and airfields. When a consignment cannot be loaded straight away, it shall either be stored in a NSA/DSA cleared storage

- facility, or kept under guard. A sufficient number of security guards must be provided to keep the consignment under adequate and continuous supervision;
- b. Every effort shall be made for the aircraft to be met on landing and the consignment to be removed at its final destination. When this is not feasible, the consignment shall be kept at the airport and a sufficient number of security guards must be provided to keep the consignment under adequate and continuous supervision;
 - c. Direct flights shall be used wherever possible;
 - d. Intermediate routine stops of short duration may be permitted, provided the consignment shall remain in the aircraft. However, if the cargo compartment is to be opened, every effort shall be made to ensure that the courier or other personnel holding an appropriate PSC are available to ensure the protection of the classified material;
 - e. In the event the aircraft is delayed at an intermediate stop or has to make an emergency landing, the security guard, or the person fulfilling the duties of the security guard, shall take all measures considered necessary for the protection of the consignment and if necessary seeking the assistance of his Diplomatic mission in the country concerned;
 - f. Transportation over countries presenting special security risks, as defined in the "Directive on the Security of Information, International Transmission" should be avoided; and
 - g. Stops in a non-NATO nation having a valid security agreement with NATO, may be allowed by the NSA/DSA of the consignor. Stops at airfields in non-NATO nations not having a Security Agreement with NATO, except in an emergency, shall not be permitted;
- (2) When the conditions outlined below are met and if permitted by national laws and regulations, the requirements for a commercial air carrier to hold an FSC do not apply:
- a. The commercial air carrier agrees to be responsible for the consignment while it is in the hold of the air plane, and will be cognisant of, and agrees to comply with the security requirements, particularly the emergency procedures specified by the NSA/DSA;
 - b. Consignments shall be transmitted point-to-point, the service provided by the commercial air carrier cannot be subcontracted, and the intermediate stops are not permitted;
 - c. A written transportation plan approved by the participating NSA/DSA shall be in place before the consignment is released to the cargo handling service or to the commercial air carrier;
 - d. Sufficient physical protection shall be provided to the consignment as agreed by the NSA/DSA.
- (3) Companies that provide cargo handling services (such as freight forwarders) for NC and NS consignments shall have an FSC and approved protection capability if the consignment is to be stored at the facility.

10. COMMUNICATION AND INFORMATION SYSTEMS (CIS)

10.1 CIS Security Accreditation Strategy

- (1) The Contractor shall use only appropriately security accredited CIS (including standalone work stations), which are used for the storing, processing or transmitting (called hereafter "handling") of NATO classified information up to and including NATO RESTRICTED and up to including NATO SECRET. The Security Accreditation shall be provided by the respective national Security Accreditation Authorities or their delegated SAAs. No CIS may be used for processing classified information without prior accreditation by the responsible authorities.
- (2) The Contractor shall notify their NSA/DSA for the intended use of CIS for handling of classified information from this Contract. The Purchaser will be notified by the NSA/DSA through the FSCS in such case which will required to be accompanied from the respective accreditation statement per Contractor's CIS.

10.2 Handling of NATO RESTRICTED and Higher Classification Information on Information and Communication Systems (CIS)

10.2.1 Requirement on Security Accreditation

- (1) Security accreditation shall be performed for all contractors' CIS that are used to handle (store, process or transmit) NATO RESTRICTED (NR) and higher classification information.
- (2) This contract security clause contains the rules and regulations that shall be applied by the Contractor's FSO or other appropriate officer to address and satisfy the minimum security requirements for the protection of NR information received or produced by the Contractor as a result of the Contract. This clause includes specific provisions to be satisfied by the Contractor under delegation from the Contracting Authority for the accreditation of the Contractor's CIS handling NR information. Under this delegated authority the Contractor shall provide the Contracting Authority with a written statement of compliance confirming that its CIS has been accredited in compliance with the minimum requirements specified below. This written statement may be included in the Contractor's response in acknowledgement of the receipt and requirements of this PSI.
- (3) It is the responsibility of the Contractor to implement these minimum security requirements when handling classified information on its CIS.
- (4) The Contractor FSO shall assess and verify the compliance of the CIS over its entire life-cycle, in order to ensure that it continues to be consistent with the requirements of this document.
- (5) The following describes the minimum security requirements for handling NR information on contractors' CIS that shall be met:

a. Protection of Hardware and Media

All mandatory Protection of Hardware and Media measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from PHM 1-1 to PHM 8-1 inclusive.

b. Protection of Software

All mandatory Protection of Software measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from PSW 1-1 to PSW 5-4 inclusive.

c. Protection of Services

All mandatory Protection of Services measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from POS 1-1 to POS 7-5 inclusive.

d. Secure Maintenance

All mandatory Secure Maintenance measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from SMT 1-1 to SMT 4-1 inclusive.

e. Network Security

All mandatory Network Security measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from NWS 1-1 to NWS 11-7 inclusive.

f. Control Systems

All mandatory Control Systems measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from CS 1-1 to CS 6-4 inclusive.

g. Personnel Security

All mandatory Personnel Security measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from PS 1-1 to PS 3-2 inclusive.

h. Physical and Environmental Security

All mandatory Physical and Environmental Security measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from PE 1-1 to PS 2-4 inclusive.

i. Data Protection

All mandatory Data Protection measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from DA 1-1 to DA 5-2 inclusive.

j. Identity and Access Management

All mandatory Identity and Access Management measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from IAM 1-1 to IAM 12-4 inclusive.

k. Configuration Management

All mandatory Configuration Management measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from CM 1-1 to CM 5-3 inclusive.

l. Logging, Continuous Monitoring and Audit

All mandatory Logging, Continuous Monitoring and Audit measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from LMA 1-1 to LMA 9-5 inclusive.

m. Incident Response

All mandatory Incident Response measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from IR 1-1 to IR 5-4 inclusive.

n. Continuity Planning

All mandatory Continuity Planning measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from CP 1-1 to CP 3-3 inclusive.

o. Planning Design and Implementation

All mandatory Planning Design and Implementation measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from PDI 1-1 to PDI 5-1 inclusive.

p. Security Education and Awareness

All mandatory Security Education and Awareness measures (where relevant) shall be implemented in accordance with the requirements of the Technical and Implementation Directive on CIS Security (Reference L); security measures from EA 1-1 to EA 3-1 inclusive.

q. Interconnections to a CIS not accredited to handle NR information

- (1) Security requirements, specific to interconnection scenarios, are listed in Reference J and Reference K. These Directives may be obtained from the Contracting Authority.
- (2) Interconnection to another CIS, especially the internet (applicable only to NR and below), will significantly increase the threat to a Contractor's CIS and therefore the risk to the security of the NR information handled by the Contractor's CIS. A security risk assessment shall be performed to identify the additional security requirements that need to be implemented as part of the security accreditation process.

10.2.2 Disposal of IT Storage Media

- (1) For IT storage media that has at any time held NR information the following sanitisation shall be performed to the entire storage media prior to disposal:
 - a. EEPROM and Flash Memory (e.g. USB sticks, SD cards, solid state drives, hybrid hard drives): overwrite with random data at least three times, then verify storage content matches the random data;
 - b. Magnetic Media (e.g. hard disks): overwrite or degauss;
 - c. Optical Media (e.g., CDs and DVDs): shred or disintegrate into pieces of 10mm² or less;
 - d. Other storage media: seek security requirements from the Security Accreditation Authority.
- (2) For IT storage media that has at any time held information classified higher than NR, seek advice from the NCIA SO for the current disposal procedures.

10.2.3 Portable Computing Devices (laptops, tablets, etc)

- (1) Portable computing devices not using approved encryption shall only be used or stored in an appropriately secure location. Portable computing devices and drives containing NR or higher classification information that do not use approved encryption shall not be taken outside the Contractor's premises unless held under personal custody. The term "drives" includes all removable media. Any authentication token and/or password(s) associated with the encryption

product shall be kept separate from portable computing devices whenever it is not in use, left unattended or in transit.

10.2.4 Physical Security of CIS Handling NR information

- (1) Areas in which CIS are installed to display, store, process, or transmit NR information shall be established, as a minimum, as Administrative Zones. For mobile solutions (e.g. laptop) used outside of Administrative Zones, the user shall ensure that the displayed content is protected in a way that NR information is not exposed to unauthorised individuals.
- (2) CIS areas housing servers, network management system, network controllers and communications controllers should be established as separate and controlled areas with an appropriate access control system. Access to these CIS areas should be limited to only specifically authorised persons.

10.2.5 Security of NR Removable Computer Storage Media

- (1) Removable computer storage media containing NR information are required to be labelled with that classification marking. Measures shall be in place to prevent unauthorised access to NR removable computer storage media in order to maintain the need-to-know principle

10.2.6 Use of CIS Equipment Privately Owned by Contractor's Personnel

- (1) The use of privately-owned equipment of Contractor's personnel (hardware and software) for processing NR information shall not be permitted

10.2.7 CIS Users' responsibilities

- (1) CIS users (e.g. end users, administrators) involved in the handling of NR information within the CIS shall be made aware of their responsibilities and the procedures to be followed. The responsibilities and the procedures to be followed shall be documented and acknowledged by CIS users in writing.

10.2.8 Advice

- (1) Advice or clarification of the provisions of this contract security clause shall be obtained from the Contracting Authority.

10.2.9 Audit/inspection

At the request of the contracting authority or relevant NSA/DSA/SAA, the Contractor shall provide evidence of compliance with this Contract Security Clause and permit an audit of inspection of the Contractor's processes and facilities by representatives of the contracting authority or the contractor's NSA/DSA or relevant NATO security authorities to ensure compliance with these requirements.

10.3 Handling Of NATO CONFIDENTIAL/SECRET Information on Information and Communication Systems (CIS)

- (1) All Contractor's CIS storing and processing NATO CONFIDENTIAL and higher information shall be subject to a formal security accreditation process in accordance with Section 10.1.1.
- (2) The requirements listed in Section 10.2.1 are applicable to all NS CIS. Additional requirements shall be adhered to as specified by the respective NSA/DSA and in accordance with the security requirements found in the Reference L.

10.4 Electronic Transmission of NATO Information

- (1) Electronic transmission of NATO UNCLASSIFIED information may be conducted over Internet on the condition that only recognised business e-mail addresses are used for a distribution (e.g. sender and addressee - e.g. @ncia.nato.int).
- (2) Storing NATO UNCLASSIFIED or higher information on portals accessible through the internet is strictly forbidden.

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- (3) Electronic transmission of NATO RESTRICTED information may be performed over accredited CIS or interconnecting CIS, which for this Contract is the NR AIS and the AIDES. Transmission of classified information NATO CONFIDENTIAL and above is strictly forbidden over NR AIS system.
- (4) Electronic transmission of NATO CONFIDENTIAL information may be performed over accredited CIS or interconnecting CIS, which for this Contract is the AIDES.
- (5) Requests for NR AIS laptops, accounts and iron-keys should be directed in writing to the NCIA Project Manager or through a NCI Agency Customer Request Form (CRF). Before NR AIS account creation, the involved user shall read the related NR AIS Security Operating Procedures (SecOPs) and acknowledge in writing the required adherence and compliance (Reference M).
- (6) Standard telephone or facsimile system shall be used to exchange only NATO UNCLASSIFIED information.

11. SECURITY CLASSIFICATION GUIDE

- (1) The Security Classification Guide (SCG) (Reference S), and changes thereto, are the basis for classification, re-grading, or declassification of Contract Information and/or material. It constitutes the authority that shall be cited as the basis for initial classification, re-grading, or declassification of Contract Information or material concerning the Contract. Security classification must be determined by considering all applicable information and references.
- (2) If the appropriate classification is unclear, the matter shall be referred to the NCIA SO. Questions concerning the content and interpretation as well as proposed changes to the classification guide will be co-ordinated by the NCIA SO. Until the matter is resolved, the classification level assigned should be the highest anticipated.

Appendix 1. CONTACT INFORMATION

(1) Contracting Authority (Purchaser)

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Function	Senior Contracting Officer
Telephone	+32 2 707 8335
Address	NATO HQ Boulevard Leopold III, B-1110 Brussels, Belgium
E-mail	martin.steenwege@ncia.nato.int

(2) NCIA Security Officer

Name	Eur Ing Dr Kevin MEPHAM
Function	CIS Security Section (NCIA AMDC2)
Telephone	+31 70 374 1760
Address	NCI Agency, Oude Waalsdorperweg 61, 2597 AK, The Hague, Netherlands
E-mail	Kevin.mepham@ncia.nato.int

(3) Purchaser (NCI Agency) Project Manager

Name	TBD
Function	
Telephone	
Address	NCI Agency, Oude Waalsdorperweg 61, 2597 AK, The Hague, Netherlands
E-mail	

(4) Contractor Contract Manager

Name	TBD
Function	
Telephone	
Address	
E-mail	

(5) Contractor Security Officer

Name	TBD
Function	
Telephone	
Address	
E-mail	

(6) Contractor CIS Officer

Name	TBD
Function	
Telephone	
Address	
E-mail	

(7) National Security Agency

Name	TBD
Telephone	
Address	
E-mail	

(8) Delegated Security Agency

Name	TBD
Telephone	
Address	
Name	
Telephone	
Address	

Appendix 2. MARKING NATO INFORMATION

- (1) Each document (electronic or physical) shall be conspicuously marked or stamped at the top and bottom of the front cover and all pages and the back side of the last page and back side of the back cover with the security classification (e.g., "NATO RESTRICTED").
- (2) "Classified by", "Downgrade to", or "Declassify on" markings together with the agreed dates for the action, shall be annotated on the front lower left cover of documents.
- (3) The overall classification of each page shall be reflected at the top and bottom of each page. The classification marking shall reflect the highest level of classified information on that page. The level of classification of information in the paragraphs or portion of information on each page shall be adequately identified in accordance with the paragraph and portion-marking requirement outlined below.
- (4) Paragraph or portion markings of information in NATO classified documents shall be as follows:
 - a. (NU) for NATO UNCLASSIFIED
 - b. (NR) for NATO RESTRICTED
 - c. (NC) for NATO CONFIDENTIAL
 - d. (NS) for NATO SECRET

Appendix 3. INSTRUCTIONS FOR USE AND COMPLETION OF A REQUEST FOR VISIT

1. General Instruction

- (1) The Request for Visit (RFV) must be completed without misstatement or omission. Failure to provide all requested information will delay the processing and possibly lead to the denial of the request.
- (2) This RFV should be typed. Electronic processing and transmitting of the RFV is encouraged. The completed RFV is normally an unclassified document. The completion of the RFV Form should be in either one of the official NATO languages.
- (3) RFV must be in the possession of the receiving host NSA/DSA in accordance with the RFV lead times detailed in Paragraph 3.
- (4) The completed RFV has to be submitted to the Security Officer of the requesting agency, organisation or facility. After completion by the Security Officer of the requesting agency, organisation or facility, the RFV should be sent to the following national agency's address that will process the request (to be inserted by issuing NSA/DSA):

Name of Agency	
Address:	
Fax no:	
E-mail address:	

2. Detailed Instructions for Completion of Request for Visit

- (1) These detailed instructions are guidance for the visitors and the Security Officers who complete the RFV.

HEADER	Insert full country or international organisation name (e.g. NATO CI Agency, NATO International Military Staff, SHAPE, etc) of the host
1. TYPE OF VISIT REQUEST	Select the appropriate checkbox for the type of visit request. If the Emergency checkbox is selected, complete the remarks portion in item 15 of the RFV Form to explain the reasons behind the emergency RFV. If the Amendment checkbox is selected, mark the appropriate checkbox for the type of amendments and insert the reference number provided by the NSA/DSA of the original RFV that the amendment is made to. Depending on the laws/regulations of the countries involved, a one-time visit request which is issued for the posting of personnel may require additional information/documents to be included with the RFV Form.
2. TYPE OF INFORMATION/MATERIAL OR SITE ACCESS	Select the appropriate checkbox for the type of information/material or site access. The first box covers direct access to information/material classified NC or above. The second box shall be checked when unescorted access to Security Areas (e.g. Class I/II) is required but no direct access to information/material classified NC or above is anticipated.
3. SUMMARY	Insert the number of sites to be visited and the number of visitors.
4. ADMINISTRATIVE DATA	DO NOT FILL IN - LEAVE BLANK <i>To be completed by requesting NSA/DSA if required</i>
5. REQUESTING GOVERNMENT AGENCY, ORGANISATION OR INDUSTRIAL FACILITY	Select the appropriate checkbox (only one box) for the entity of the requesting government agency, organisation or industrial facility. Insert the full name, full postal address (include city, province/state, and postal zone), e-mail address, facsimile number and telephone number.

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6. GOVERNMENT AGENCY(IES), ORGANISATION(S) OR INDUSTRIAL FACILITY(IES) TO BE VISITED	Complete Annex 1 to the RFV Form to include information on all of the sites to be visited.
7. DATE OF VISIT	Insert the period of the visit by using numeral "day/month/year" (dd/mm/yyyy).
8. TYPE OF INITIATIVE	Select one item from each column as indicated
9. IS THE VISIT PERTINENT TO	Select the appropriate checkbox and specify the full name of the government project/programme. Foreign Military Sales case, etc., or request for proposal or tender offer. Abbreviations should be avoided.
10. SUBJECT TO BE DISCUSSED/ JUSTIFICATION/ PURPOSE	Give a brief description of the subject(s) motivating the visit. If known, include the details of the host Government/Project Authority and solicitation/ contract number. Abbreviations should be avoided. <u>Remarks:</u> In case of a recurring visit, this item of the RFV Form should state "Recurring Visits" as the first words in the data element (e.g. Recurring Visits to discuss...). It is strongly advised to repeat the subject to be discussed and/or the justification of the visit in the language of the receiving country. Make sure to describe the subject to be discussed in a way that it does not reveal any classified information since the completed RFV is considered to be an UNCLASSIFIED document.
11. ANTICIPATED HIGHEST LEVEL OF INFORMATION/ MATERIAL OR UNESCORTED ACCESS TO SECURITY AREAS	Select the appropriate checkbox for the anticipated highest level of information/material or unescorted access to security areas. If the box "Other" is checked, it shall be specified.
12. PARTICULARS OF VISITOR(S)	Complete Annex 2 to the RFV Form to include information on all of the visitors. When there is more than one visitor, enter the visitors' surnames in alphabetic order if possible
13. THE SECURITY OFFICER OF THE REQUESTING AGENCY, ORGANISATION OR INDUSTRIAL FACILITY	This item requires the name, telephone number, e-mail address, and signature of the requesting Security Officer.
14. CERTIFICATION OF SECURITY CLEARANCE LEVEL	DO NOT FILL IN - LEAVE BLANK To be completed by government/NATO certifying authority only. In accordance with the laws/regulations of the countries involved, government certifying authority must also complete this item for RESTRICTED. <u>Note for the certifying authority:</u> Insert name, address, telephone number, and e-mail address. Date and signature. If the certifying authority corresponds with the requesting National Security Authority, insert in this item: "See item 14 of the RFV Form". <u>Remark:</u> Items 13 and 14 of the RFV Form may be completed by the appropriate official of the Embassy of the requesting country as per national legislations, policies or directives.

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15.REQUESTING SECURITY AUTHORITY	<p><u>DO NOT FILL IN - LEAVE BLANK</u></p> <p>To be completed by the requesting NSA/DSA or responsible NATO security office only as per below instructions.</p> <p>Insert name, address, telephone number, and e-mail address.</p> <p>Date and signature.</p>
16.REMARKS	<p>In case of an emergency visit, it is mandatory to give the reasons for the emergency visit in this field of the RFV Form. The particulars of the knowledgeable person, see Paragraph 7.4, should also be identified in this field of the RFV Form.</p> <p>This item can be used for certain administrative requirements (e.g. proposed itinerary, request for hotel, and/or transportation, etc.).</p> <p>This space is also available for the receiving NSA/DSA for processing (e.g., "no security objections", etc.).</p> <p>In case a special briefing is required, the type of briefing and the date that the briefing was given should be stated.</p>

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ANNEX 1 TO RFV FORM	
GOVERNMENT AGENCY(IES), ORGANISATION(S) OR INDUSTRIAL FACILITY(IES) TO BE VISITED	<p>Select the appropriate checkbox (only one box) for the government agency, organisation or industrial facility to be visited. Repeat for every site to be visited.</p> <p>Insert the full name, full physical address (include city, province/state, and postal zone), telephone number and facsimile number. Insert the name, e-mail and telephone number of the main point of contact or the person with whom the appointment for the visit was made. Insert the name, e-mail and telephone number of the Security Officer or the secondary point of contact.</p> <p><u>Remarks:</u></p> <p>For visits to the United States, one RFV Form with Annexes for each agency/organisation/facility to be visited should be filled in.</p> <p>For visits to military sites in the United States, it is mandatory to specify which military unit will be visited (e.g. Army, Air Force, Navy, Marine Corps or Defence Intelligence Agency).</p>

ANNEX 2 TO RFV FORM	
PARTICULARS OF VISITOR(S)	<p>Select the appropriate checkbox (only one box) for the type of employment of the visitor (e.g. military, defence public servant, government, industry/embedded Contractor, international organisation employee (e.g. NATO, EU, etc.). Repeat for every visitors.</p> <p><u>Surname:</u> Family name.</p> <p><u>Forenames:</u> As per passport.</p> <p><u>Rank:</u> Insert the rank of the visitor if applicable.</p> <p><u>DOB:</u> Insert date of birth by using numeral "day/month/year" (dd/mm/yyyy).</p> <p><u>POB:</u> Place of birth (city-province/state-country).</p> <p><u>Nationality:</u> Insert nationality as per passport.</p> <p><u>Security clearance level:</u> Actual security clearance status (e.g. TS, S, C). Indicate NATO clearance (CTS, NS, NC) if the visit is related to NATO business.</p> <p><u>PP/ID Number:</u> Enter the passport number or identification card number, as required by host government.</p> <p><u>Position:</u> Insert the position the visitor holds in the organisation (e.g., director, product manager, etc.)</p> <p><u>Company/Agency:</u> Insert the name of the government agency, organisation, or industrial facility that the visitor represents.</p>

Visit Notification Form

All fields must be completed.

REQUEST FOR VISIT		
TO: _____ (Country/NATO body)		
1. TYPE OF VISIT REQUEST	2. TYPE OF INFORMATION/ MATERIAL OR SITE ACCESS	3. SUMMARY
<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> Emergency <input type="checkbox"/> Amendment <input type="checkbox"/> Dates <input type="checkbox"/> Visitors <input type="checkbox"/> Agency/Facility For an amendment, insert the NSA/DSA original RFV Reference No. _____	<input type="checkbox"/> NATO CONFIDENTIAL or above, or <input type="checkbox"/> access to security areas.	No. of sites: _____ No. of visitors: _____
4. ADMINISTRATIVE DATA:		
Requestor: To:	NSA/DSA RFV Reference No. _____ Date (dd/mm/yyyy): ____/____/____	
5. REQUESTING GOVERNMENT AGENCY, ORGANISATION OR INDUSTRIAL FACILITY:		
<input type="checkbox"/> Military <input type="checkbox"/> Government <input type="checkbox"/> Industry <input type="checkbox"/> NATO <input type="checkbox"/> Other: _____		
NAME:		
POSTAL ADDRESS:		
E-MAIL ADDRESS:		
FAX NO: TELEPHONE NO:		
6. GOVERNMENT AGENCY(IES) , ORGANISATION(S) OR INDUSTRIAL FACILITY(IES) TO BE VISITED - (Annex 1 to be completed)		
7. DATE OF VISIT (dd/mm/yyyy): FROM ____/____/____ TO ____/____/____		
8. TYPE OF INITIATIVE (Select one from each column):		
<input type="checkbox"/> Government initiative <input type="checkbox"/> Commercial initiative	<input type="checkbox"/> Initiated by requesting agency or facility <input type="checkbox"/> By invitation of the facility to be visited	

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9. IS THE VISIT PERTINENT TO:

- ☐ Specific equipment or weapon system
☐ Foreign military sales or export licence
☐ A programme or agreement
☐ A defence acquisition process
☐ Other

Specification **of the selected subject:**

10. SUBJECT TO BE DISCUSSED/JUSTIFICATION/PURPOSE *(To include details of host Government/Project Authority and solicitation/contract number if known and any other relevant information. Abbreviations should be avoided):*

11. ANTICIPATED HIGHEST LEVEL OF INFORMATION/MATERIAL OR UNESCORTED ACCESS TO SECURITY AREAS

☐ NATO CONFIDENTIAL ☐ NATO SECRET

☐ COSMIC TOP SECRET ☐ Other

If other, specify: _____

12. PARTICULARS OF VISITOR(S) - *(Annex 2 to be completed)*

13. THE SECURITY OFFICER OF THE REQUESTING GOVERNMENT AGENCY, ORGANISATION OR INDUSTRIAL FACILITY:

NAME:

TELEPHONE NO:

E-MAIL ADDRESS:

SIGNATURE:

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14. CERTIFICATION OF SECURITY CLEARANCE LEVEL:

NAME:

ADDRESS:

TELEPHONE NO:

E-MAIL ADDRESS:

SIGNATURE: DATE (dd/mm/yyyy): ____/____/____

15. REQUESTING NATIONAL SECURITY AUTHORITY/DESIGNATED SECURITY AUTHORITY/NATO security office:

NAME:

ADDRESS:

TELEPHONE NO:

E-MAIL ADDRESS:

SIGNATURE: DATE (dd/mm/yyyy): _/____/____

16. REMARKS (Mandatory justification required in case of an emergency visit):

1. ANNEX 1 to RFV FORM

**GOVERNMENT AGENCY(IES), ORGANISATION(S) OR INDUSTRIAL FACILITY(IES)
TO BE VISITED**

1. ☐ Military ☐ Government ☐ Industry ☐ NATO ☐ Other: _____

NAME: ADDRESS:

TELEPHONE NO:

FAX NO:

NAME OF POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

NAME OF SECURITY OFFICER OR
SECONDARY POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

2. ☐ Military ☐ Government ☐ Industry ☐ NATO ☐ Other: _____

NAME: ADDRESS:

TELEPHONE NO:

FAX NO:

NAME OF POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

NAME OF SECURITY OFFICER OR
SECONDARY POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

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**GOVERNMENT AGENCY(IES), ORGANISATION(S) OR INDUSTRIAL FACILITY(IES)
TO BE VISITED**

3. ☐ Military ☐ Government ☐ Industry ☐ NATO ☐ Other: _____

NAME: ADDRESS:

TELEPHONE NO:

FAX NO:

NAME OF POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

NAME OF SECURITY OFFICER OR
SECONDARY POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

4. ☐ Military ☐ Government ☐ Industry ☐ NATO ☐ Other:

NAME: ADDRESS:

TELEPHONE NO:

FAX NO:

NAME OF POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

NAME OF SECURITY OFFICER OR
SECONDARY POINT OF CONTACT:

E-MAIL:

TELEPHONE NO:

(Continue as required)

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2. ANNEX 2 to RFV FORM

PARTICULARS OF VISITOR(S)

1. ☐ Military ☐ Government
☐ Contractor's Personnel
☐ NATO
☐ Other IO (Specify: _____)

SURNAME:

FORENAMES (*as per passport*):

RANK (*if applicable*):

DATE OF BIRTH (*dd/mm/yyyy*): ____/____/____

PLACE OF BIRTH:

NATIONALITY:

SECURITY CLEARANCE LEVEL:

PP/ID NUMBER:

POSITION:

COMPANY/AGENCY:

2. ☐ Military ☐ Government
☐ Contractor's Personnel
☐ NATO
☐ Other IO (Specify: _____)

SURNAME:

FORENAMES (*as per passport*):

RANK (*if applicable*):

DATE OF BIRTH (*dd/mm/yyyy*): ____/____/____

PLACE OF BIRTH:

NATIONALITY:

SECURITY CLEARANCE LEVEL:

PP/ID NUMBER:

POSITION:

COMPANY/AGENCY:

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PARTICULARS OF VISITOR(S)

3. ☐ Military ☐ Government
☐ Contractor's Personnel
☐ NATO
☐ Other IO (Specify: _____)

SURNAME:

FORENAMES (*as per passport*):

RANK (*if applicable*):

DATE OF BIRTH (*dd/mm/yyyy*): ____/____/____

PLACE OF BIRTH:

NATIONALITY:

SECURITY CLEARANCE LEVEL:

PP/ID NUMBER:

POSITION:

COMPANY/AGENCY:

4. ☐ Military ☐ Government
☐ Contractor's Personnel
☐ NATO
☐ Other IO (Specify: _____)

SURNAME:

FORENAMES (*as per passport*):

RANK (*if applicable*):

DATE OF BIRTH (*dd/mm/yyyy*): ____/____/____

PLACE OF BIRTH:

NATIONALITY:

SECURITY CLEARANCE LEVEL:

PP/ID NUMBER:

POSITION:

COMPANY/AGENCY:

(Continue as required)

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3. International Visits Processing Times/Lead Times and NU or NR Notification Requirements

- (1) The national requirements for RFV for NU or NR notification shall not put additional obligations on other NATO nations or Contractors under their jurisdiction.
- The following table depicts the number of working days prior to the date of the one-time visit or the date of the first recurring visit that the request should be in the possession of the receiving host NSA/DSA.
 - Visits involving NR information will be arranged directly between the SO responsible for the visitor and the SO of the facility to be visited without formal requirements. The SO of the facility to be visited should be asked if a request for visit is required to be provided to its NSA/DSA and if so, the SO of the facility to be visited should submit a visit request to its NSA/DSA on behalf of the visitor. However, visitors are not required to hold a PSC.

COUNTRY	RFV REQUIRED		NUMBER OF WORKING DAYS	
	Unclassified Visits	Restricted Visits	Request	Amendment/ Change
Albania	No	Yes	20	10
Belgium	No	No	20	09
Bulgaria	No	Yes	20	No deadline
Canada	Yes 1. May be required for governmental facilities 2. Required for military facilities	Yes 1. May be required for governmental facilities 2. Required for military facilities	20	10
Croatia	No	No	20	7
Czech Republic	No	Yes	20	10
Denmark	No	No	07	05
Estonia	No	Yes	20	05
France	No	No	15	05
Germany	No	No	20	10
Greece	Yes 1. May be required for governmental facilities 2. Required for military facilities	Yes 1. May be required for governmental facilities 2. Required for military facilities	20	10
Hungary	No	No	20	10
Iceland	-	-	-	-
Italy	No	Yes	20	07
Latvia	No	No	20	05
Lithuania	No	Yes	20	10
Luxembourg	No	Yes	20	09
Netherlands	No	Yes required for military facilities only	10	05
Norway	No	Yes	10	05
Poland	No	No	25	10
Portugal	No	No	21	07

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COUNTRY	RFV REQUIRED		NUMBER OF WORKING DAYS	
	Unclassified Visits	Restricted Visits	Request	Amendment/ Change
Romania	No	No	25	10
Slovakia	No	No	20	10
Slovenia	No	Yes	21	07
Spain	No	No	20	08
Turkey	Yes For military facilities only	Yes For military facilities only	21	10
United Kingdom	No	No	20	05
United States	No	Yes	21	05

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4. **List of Authorities concerned with IVCPs**

COUNTRY	OFFICE	E-mail
Albania	Drejtoria E Sigurimit Te Informacionit Te Klasifikuar (NSA)	Tel: +335 4 2229360 E-mail: Sekretaria.nsa@mod.gov.al
Belgium	NSA	Tel.: +32 2 5014542 E-mail: nvo.ans@diplobel.fed.be
Bulgaria	State Commission on Information Security (NSA)	Tel.: + 3592 9333 600 E-mail: dksi@government.bg
Canada	Civilian RFV: Personnel Security Services Global Affairs Canada Industrial FRV: International Industrial Security and Designated Security Authority Public Services and Procurement Canada	Tel.: +1 343 203 2076 E-mail: JSCP@international.gc.ca Tel.: +1 613 948 1601 E-mail: ssiotancerticatisnatocertificate s@pwgsc.gc.ca
Croatia	NSA/DSA, Office of the National Security Council	Tel.: +385 1 4681 255 E-mail: ivcp@uvns.hr
Czech Republic	NSA	Tel.: +420 257 283 513 E-mail: oms@nbu.cz
Denmark	NSA	Tel.: +45 7284 0753 E-mail: jmto-ktp-movops@mil.dk
Estonia	NSA	Tel: +372 6939 211 Email: nsa@fis.gov.ee
France	NSA	Tel: 01 71 75 80 01 E-mail: louis.gautier@sgdsn.gouv.fr

COUNTRY	OFFICE	E-mail
Germany	<u>RFV's relating to military projects:</u> Federal Office of Bundeswehr Equipment, Information Technology and In-Service Support Division Z1.3 <u>RFV's relating to civil projects:</u> Federal Ministry for Economic Affairs and Energy (DSA) Division - ZB2	E-mail: baainbwZ1.3-bkv@bundeswehr.org Tel.: +49.261.400.13190/13192 Fax: +49.261.400.13189 E-mail: zb2-international@bmwi.bund.de Tel.: +49 228 99615 3621/3605 Fax: +49 228 99615 2603
Greece	Hellenic National Defence General Staff F' Division Security Directorate - Industrial Security Office	E-mail: daa.industrial@hndgs.mil.gr Tel: 00 30 210 6572022 Fax: 0030 210 6527612
Hungary	NSA	Tel.: (+36) 1 795 2303 Email: nbfb@nbf.hu
Iceland	NSA	Tel: +354 444 2710 Email: nsa@police.is
Italy	Presidency of the Council of Ministers DIS/UCSe	Tel.: +39.06.61173532 E-mail: mg3437.a03@alfa.gov.it
Latvia	NSA	Tel.: +37167025463 E-mail : ndi@sab.gov.lv
Lithuania	NSA	Tel.: +37070666701 E-mail: nsa@vds.lt
Luxembourg	NSA	Tel.: +352 2478 2210 Email: ans@me.etat.lu habilitations@me.etat.lu
Montenegro	NSA	Tel.: +382 20 246 274

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COUNTRY	OFFICE	E-mail
Netherlands	NSA/DSA	Tel.: +31 79 3205227 E-mail: frontofficevo@minbzk.nl
Norway	The Norwegian Defence Security Agency	E-mail: fsa.kontakt@mil.no
Poland	NSA	Tel.: +48 22 58 57 944 Email: nsa@abw.gov.pl
Portugal	NSA/GNS	Tel: +351 210 403 600 Email: geral@gns.gov.pt
Romania	NSA	Email: nsa.romania@orniss.ro relatii publice@orniss.ro
Slovakia	NSA	Tel.: + 421 2 6869 2383 + 421 2 6869 1111 Email: marian.rejda@nbu.gov.sk podatelna@nbu.gov.sk
Slovenia	NSA	Tel.: +386 1 478 1390 Email: gp.uvtp@gov.si
Spain	NSA	Tel.: +34 91 283 2289 Email for sending/receiving RfV: sp-ivtco@areatec.com Email for other RfV-related questions: asic@areatec.com
Turkey	Ministry of Foreign Affairs of Turkey	Tel.: 0090 312 292 1757 CRONOS email: turmfaregistry@mod.tu.nato.int
United Kingdom	For non-MoD personnel RFVs can be submitted by the UK NSA or other security offices in departments/agencies.	Email: UK-NSA@cabinet-office.x.gsi.gov.uk

COUNTRY	OFFICE	E-mail
United States	International Industrial Security POC: Ms. Kristy Engholm Chief, International Programs Technical Oversight of Programs & Services Division Industrial Security Integration & Application Defense Security Service	Tel.: +1 (571)-305-6010 Email: dss.iab@mail.mil

Appendix 4. FACILITY SECURITY CLEARANCE INFORMATION SHEET (FSCIS)¹

<p>REQUEST FOR A FACILITY SECURITY CLEARANCE ASSURANCE</p> <p>TO : _____</p> <p>(NSA/DSA Country name)</p>
<p>Please complete the reply boxes, where applicable:</p> <p><input type="checkbox"/> Provide an FSC assurance at the level of: <input type="checkbox"/> NATO SECRET</p> <p>for the facility listed below</p> <p><input type="checkbox"/> Including protecting of classified material/information</p> <p><input type="checkbox"/> Including Communication and Information Systems (CIS) for processing classified information</p> <p><input type="checkbox"/> Initiate an FSC up to and including the level of withlevel of protection andlevel of CIS, if the facility does not currently hold these levels of capabilities.</p>
<p>Confirm accuracy of the details of the facility listed below and provide corrections/additions as required.</p>
<p>1. Full facility name:</p> <p>.....</p> <p>2. Full facility address:</p> <p>.....</p> <p>3. Mailing address (if different from 2.)</p> <p>.....</p> <p>4. Zip/postal code / city / country</p> <p>.....</p> <p>5. Name of the Security Officer</p> <p>.....</p> <p>6. Telephone/Fax/E-mail of the Security Officer</p> <p>.....</p> <p>Corrections / additions:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>7. This request is made for the following reason(s): (indicate particulars of the pre-contractual stage, contract, subcontract, programme/project):</p> <p>.....</p> <p>.....\</p> <p>Requesting NSA/DSA/NPA/NPO: Name: Date: (dd/mm/yyyy)</p>
<p>REPLY (within 5 working days)</p>
<p>This is to certify that the above mentioned facility:</p> <p>1. <input type="checkbox"/> holds an FSC up to and including the level of:</p> <p><input type="checkbox"/> TS <input type="checkbox"/> CTS <input type="checkbox"/> S <input type="checkbox"/> NS <input type="checkbox"/> C <input type="checkbox"/> NC</p> <p><input type="checkbox"/> Other:</p> <p>2. <input type="checkbox"/> on the above mentioned request, the FSC process has been initiated. You will be informed when the FSC has been granted or refused.</p>

¹ All fields must be completed and the form communicated via Government-to-Government or Government to International Organisation channels.

3. ☐ does not hold an FSC.

4. has the capability to protect classified information/material:
☐ yes, level: ☐ no

5. has Accredited CIS:
☐ yes, level: ☐ no

6. This FSC assurance expires on (dd/mm/yyyy), or as advised otherwise by the NSA/DSA.
In case of an earlier invalidation or in case of any changes of the information listed above you will be informed.

7. Remarks:
.....
.....

Issuing NSA/DSA:
Name: Date: (dd/mm/yyyy).....

Appendix 5. INSTRUCTIONS FOR THE COURIER

Annex to the "Courier Certificate", No. for the International Hand Carriage of Classified Material

INSTRUCTIONS FOR THE COURIER

- (1) You have been appointed to carry/escort a classified consignment. Your "COURIER CERTIFICATE"/"MULTI-TRAVEL COURIER CERTIFICATE" (Appendix 6 / Appendix 7) has been provided. Before starting the journey, you will be briefed on the security regulations governing the hand carriage of the classified consignments and on your security obligations during the specific journey (behaviour, itinerary, schedule, etc.). You will also be requested to sign a declaration that you have read and understood and will comply with prescribed security regulations.
- (2) The following general points are brought to your attention:
 - a. You will be held liable and responsible for the consignment described in the Certificate;
 - b. Throughout the journey, the classified consignment must stay under your personal control;
 - c. The consignment will not be opened a route except in the circumstances described in sub-paragraph (j) below;
 - d. The classified consignment is not to be discussed or disclosed in any public place;
 - e. The classified consignment is not, under any circumstances, to be left unattended. During overnight stops, military facilities or industrial companies having appropriate security clearance may be utilised. You are to be instructed on this matter by your facility Security Officer;
 - f. While hand carrying a classified consignment, you are forbidden to deviate from the travel schedule provided;
 - g. In cases of emergency, you must take such measures as you consider necessary to protect the consignment, but on no account will you allow the consignment out of your direct personal control; to this end, your instructions include details on how to contact the security authorities of the countries you will transit as listed in sub-paragraph (l) below. If you have not received these details, ask for them from your facility Security Officer;
 - h. You and the facility Security Officer are responsible for ensuring that your personal expatriation and travel documentation (passport, currency and medical documents, etc.) are complete, valid and current;
 - i. If unforeseen circumstances make it necessary to transfer the consignment to other than the designated representatives of the company or government you are to visit, you will give it only to authorised employees of one of the points of contact listed in sub-paragraph (l);
 - j. There is no assurance of immunity from search by the Customs, Police, and/or Immigration Officials of the various countries whose borders you will be crossing; therefore, should such officials enquire into the contents of the consignment, show them your Certificate and this note and insist on showing them to the actual senior Customs, Police, and/or Immigration Official; this action should normally suffice to pass the consignment through unopened. However, if the senior Customs, Police, and/or Immigration Official demands to see the actual contents of the consignments you may open it in his presence, but this should be done in an area out of sight of the general public;

You should take precautions to show officials only as much of the contents as will satisfy them that the consignment does not contain any other item and ask the official to repack or assist in repacking it immediately upon completion of the examination. You should request the senior Customs, Police, and/or Immigration Official to provide evidence of the opening and inspection of the packages by signing and sealing them when closed and confirming in the shipping documents (if any) that the consignment has been opened.

If you have been required to open the consignment under such circumstances as the foregoing, you must notify the receiving facility Security Officer and the dispatching facility

Security Officer, who should be requested to inform the NSA/DSA of their respective government.

- k. Upon your return, you must produce a bona fide receipt for the consignment signed by the Security Officer of the facility or agency receiving the consignment or by an NSA/DSA of the receiving government;
- l. Along the route you may contact the following officials to request assistance:

.....

.....

.....

.....

.....

.....

Appendix 6. COURIER CERTIFICATE

[LETTERHEAD] COURIER

CERTIFICATE PROGRAMME

TITLE (optional)

COURIER CERTIFICATE NO. (*)

**FOR THE INTERNATIONAL HAND CARRIAGE OF CLASSIFIED DOCUMENTS, EQUIPMENT
AND/OR COMPONENTS**

This is to certify that the bearer: Mr./Ms. (name/title):

born on: (day/month/ year), in (country): a national of (country):

holder of passport/identity card no.: (number) issued by: (issuing authority)

on: (day/month/year)

employed with: (company or organisation)

is authorised to carry on the journey detailed below the following consignment:

(Number and particulars of the consignment in detail, i.e., No. of packages, weight and dimensions of each package and other identification data as in shipping documents)

.....

.....

* May also be used by security guards.

The attention of Customs, Police, and/or Immigration Officials is drawn to the following:

- The material comprising this assignment is classified in the interests of the security of:

(NATO, the country of origin of the shipment and that of the destination shall be indicated. The country(ies) to be transited also may be indicated).

- It is requested that the consignment will not be inspected by other than properly-authorised persons or those having special permission.

- If an inspection is deemed necessary, it is requested that it be carried out in an area out of sight of persons who do not belong to the service and, in the presence of the courier.

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- It is requested that the package, if opened for inspection, be marked after re-closing, to show evidence of the opening by sealing and signing it and by annotating the shipping documents (if any) that the consignment has been opened.
- Customs, Police, and/or Immigration Officials of countries to be transited, entered or exited are requested to give assistance, if necessary, to ensure successful and secure delivery of the consignment.

Appendix 7. MULTI-TRAVELS COURIER CERTIFICATE

[LETTERHEAD]

PROGRAMME TITLE (optional)

MULTI-TRAVELS COURIER CERTIFICATE N°

FOR INTERNATIONAL HAND CARRIAGE OF CLASSIFIED DOCUMENTS,

EQUIPMENTS AND/OR COMPONENTS

This is to certify that the bearer

Mr/Ms (name/title)

born on (day/month/year) in (country),

a national of (country)

holder of passport or identity card n°

issued by (issuing authority):

on (day/month/year):.....

employed with (facility):

is authorised to carry the classified documents, equipment and/or components between the following countries:.....

The bearer above is authorised to use the present certificate as many times as necessary, for classified shipments between the countries here above until (day / month / year):

Each sending is attached with the shipment description.

The attention of Customs, Police and/or Immigration Officials is drawn to the following:

- The material comprising each consignment is classified in the interest of the security of:
(NATO, the country of origin of the shipment and that of the destination shall be indicated. The country (ies) to be transited also may be indicated).
- It is requested that the consignment will not be inspected by other than properly authorised persons or those having special permission.
- If an inspection is deemed necessary, it is requested that it be carried out in an area out of sight of persons who do not belong to the service and, in the presence of the courier.

It is requested that the package, if opened for inspection, be marked after re-closing, to show evidence of the opening by sealing and signing it and by annotating the shipping documents (if any) that the consignment has been opened.

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Customs, Police and/or Immigration Officials of countries to be transited, entered or exited are requested to give assistance, if necessary, to ensure successful and secure delivery of the consignment.

Instructions for the Courier (Appendix 7) are also applicable.

Description of consignment nr:

Transport from (day/month/year): to (day/month/year):

..... Bearer (name):

Itinerary: from (originating country) to (destination country)

..... through (crossed countries)

authorised stops (list of locations):

..... References of receipt or

inventory list:

Description of the consignment (number of package, dimensions and, if needed, weight of each package):

Officials you may contact to request assistance

Signature of the consignor's security officer	Signature of the NSA/DSA
Facility stamp	Official stamp or NSA/DSA's seal

Note to be signed on completion of each journey:

I declare in good faith that, during the journey covered by this "shipment consignment", I am not aware of any occurrence or action, by myself or by others, that could have resulted in the compromise of the consignment.

Courier's signature:

Witnessed by (name and signature of consignor's security officer):

..... Date of return of the "shipment consignment"

(day/month/year):

Appendix 8. SECURITY ACKNOWLEDGEMENT (IN CASE OF HAND CARRIAGE)

[LETTERHEAD]

SECURITY ACKNOWLEDGEMENT

DECLARATION

(name, forename)

(name of company)

(position in company)

I have been briefed on and provided with instructions concerning the handling and custody of classified documents/equipment to be carried by me. I have read and understood their contents.

I shall always retain en route the classified documents/equipment and shall not open the package unless required by the Customs Authorities.

Upon arrival, I shall hand over the classified documents/equipment intended for the receiving company/organisation, against receipt, to the designated consignee.

(Place and date)

(Signature of courier)

Witnessed by:

(Security Officer's signature)

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Appendix 9. INTERNATIONAL TRANSPORTATION PLAN
INTERNATIONAL TRANSPORTATION PLAN

[LETTERHEAD]

TRANSPORTATION PLAN
FOR THE MOVEMENT OF CLASSIFIED CONSIGNMENTS
(INSERT NAME OF PROGRAMME OR PROJECT)

1. INTRODUCTION

This transportation plan lists the procedures for the movement of classified *(insert Programme /Project / Contract name)* consignments between *(insert Programme Participants)*.

2. DESCRIPTION OF CLASSIFIED CONSIGNMENT

Provide a general description of the consignment to be moved. If necessary, a detailed, descriptive listing of items to be moved under this plan, including military nomenclature, may be appended to this plan as an annex. Include in this section a brief description as to where and under what circumstances transfer of custody will occur.

3. IDENTIFICATION OF AUTHORISED PARTICIPATING GOVERNMENT REPRESENTATIVES

This Section should identify by name, title and organisation, the authorised representatives of each Programme/Project participant who will receipt for and assume security responsibility for the classified consignment. Mailing addresses, telephone numbers, fax numbers and network addresses should be listed for each country's representatives.

4. DELIVERY POINTS

- (a) Identify the delivery points for each participant (e.g., ports, railheads, airports, etc.) and how transfer is to be effected;
- (b) describe the security arrangements that are required while the consignment is located at the delivery points; and
- (c) specify any additional security arrangements, which may be required due to the unique nature of the movement or of a delivery point (e.g., an airport freight terminal or port receiving station).

5. IDENTIFICATION OF CARRIERS

Identify the commercial carriers, freight forwarders and transportation agents, where appropriate, that might be involved to include the level of security clearance and storage capability.

6. STORAGE/PROCESSING FACILITIES AND TRANSFER POINTS

- (a) List, by participants, the storage or processing facilities and transfer points that will be used; and
- (b) describe specific security arrangements necessary to ensure the protection of the classified consignment while it is located at the storage / processing facility or transfer point.

7. ROUTES

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Specify in this section the routes for movements of the classified consignments under the plan. This should include each segment of the route from the initial point of movement to the ultimate destination including all border crossing. Routes should be detailed for each participant in the logical sequence of the shipment from point to point. If overnight stops are required, security arrangements for each stopping point should be specified. Contingency stop-over locations should also be identified as necessary.

8. PORT SECURITY AND CUSTOMS OFFICIALS

In this section, identify arrangements for dealing with customs and port security officials of each participant. The facility must verify that the courier has been provided with the necessary documentation and is aware of the rules necessary to comply with customs and security requirements. Prior co-ordination with customs and port security agencies may be required so that the Project/Programme movements will be recognised.

Procedures for handling custom searches and points of contact for verification of movements at the initial despatch points should also be included here.

9. COURIERS

When couriers are to be used, relevant provisions specified in Appendix 7 and 8 apply.

10. RECIPIENT RESPONSIBILITIES

Describe the responsibilities of each recipient to inventory the movement and to examine all documentation upon receipt of the movement and:

- (a) notify the dispatcher of any deviation in routes or methods prescribed by this plan;
- (b) notify the dispatcher of any discrepancies in the documentation or shortages in the shipment; and
- (c) clearly state the requirement for recipients to promptly advise the NSA/DSA of the dispatcher of any known or suspected compromise of classified consignment or any other exigencies which may place the movement in jeopardy.

11. DETAILS OF CLASSIFIED MOVEMENTS

This section should include the following items:

- (a) identification of dispatch assembly points;
- (b) packaging requirements that conform to the national security rules of the Project/Programme participants. The requirements for dispatch documents seals, receipts, and storage and security containers should be explained. Any unique requirement of the Projects/Programme participants should also be stated; documentation required for the dispatch points;
- (c) courier authorisation documentation and travel arrangements;
- (d) procedures for locking, sealing, verifying and loading consignments. Describe procedures at the loading points, to include tally records, surveillance responsibilities and witnessing of the counting and loading arrangements;
- (e) procedures for accessibility by courier to the shipment en route;

- (f) procedures for unloading at destination, to include identification of recipients and procedures for change of custody, and receipt arrangements;
- (g) emergency communication procedures. List appropriate telephone numbers and points of contact for notification in the event of emergency; and
- (h) procedures for identifying each consignment and for providing details of each consignment (see Attachments); the notification should be transmitted no less than six working days prior to the movement of the classified consignment.

12. RETURN OF CLASSIFIED MATERIAL

This section should identify requirements for return of classified material to the manufacturer or sending country (e.g., warranty, repair, test and evaluation, etc.).

- (a) Samples of these forms should be included, as appropriate, as enclosures to the plan as necessary.

- (1) packing list;
- (2) classified material receipts;
- (3) bills of lading;
- (4) export declaration;
- (5) waybills;
- (6) other nationally-required forms.

- (b) NSAs/DSAs reserve their right to add additional measures in the course of establishing the Transportation Plan if required.

NOTICE OF CLASSIFIED CONSIGNMENT

NOTICE OF *(INSERT PROGRAMME/PROJECT NAME)*

CONSIGNMENT APPROVED TRANSPORTATION PLAN REFERENCE No.
(INSERT REFERENCE)

REPLY BEFORE: *(insert date)*

1. Consignor / consignee: *(include the name, telephone number and address of the person(s) responsible for the consignment at both locations).*
2. Government Designated Personnel: *(include name, telephone number and address of releasing and receiving authorised representatives, as applicable).*
3. Description of consignment:
 - (a) contract or Tender Number;
 - (b) export licence or other applicable export authorisation citation;
 - (c) consignment description: *(describe items to be shipped and their classification);*
 - (d) package description:
 - type of package (wood, cardboard, metal, etc.);
 - number of packages;
 - number of enclosed classified items in each package;
 - package dimensions/weight: *(include length, width, height and weight);*
 - (e) indicate if package contains any hazardous material.
4. Routing of consignment:
 - (a) date / time of departure;
 - (b) date / estimated time of arrival;
 - (c) routes to be used between point of origin, point of export, point of import and ultimate destination: *(identify specific transfer points; use codes that appear in transportation plan, if applicable);*
 - (d) method of transport for each portion of the shipment: *(include names and addresses of all carriers and flight, rail or ship numbers, as applicable);*
 - (e) freight forwarder s /transportation agents to be used: *(include name, telephone number, address of companies if not specified in transportation plan); (Note: Consignor must re-verify clearance and safeguarding capability of these entities prior to releasing shipments);*

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(f) customs or port security contacts: *(list names and telephone numbers, if different from approved transportation plan procedures).*

5. Name(s) and identification of authorised courier.