



Acquisition Directorate

Diana Nedelea
Boulevard Leopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2023/ 06719
23 March 2023

To: See Distribution List

Subject: **Invitation for Invitation For Bid (IFB)- CO-115786-AAS+ the Provision Advisory and Assistance Services (Market Place 1) and Independent Consultancy Services (Market Place 2)**

Reference: A. AC/337-D(2016)0014 – NCIO Financial Rules and Procedures
B. C-M(2015)0025 – NATO Financial Regulations (NFR)
C.AC/4-D/2261-ADD2 (1996 Edition) - Procedures and Practices for Conducting NSIP International Competitive Bidding using Best Value Evaluation Methodology
D. Notification of intent NOI-CO-115786-AAS+ reference NCIA/ACQ/2022/07118 dated 07 October 2022

Dear Sir/Madam,

1. Your firm has been identified as a potential source for the Provision Advisory and Assistance Services (Market Place 1) and Independent Consultancy Services (Market Place 2) to the NCI Agency.
2. This IFB will result in the award of multiple AAS+ Framework Contracts for each market place. Award of AAS+ Framework Contracts for the respective Market Places (1 & 2) will be made to two separate and mutually exclusive pools of successful bidders, one for each market place, on a Best Value basis as described in the Bidding Instructions.
3. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 14:00 HOURS (BRUSSELS TIME) ON FRIDAY, 5TH OF MAY 2023.**
4. This Invitation for Bids consists of the following documents:
 - a) Book I – Bidding Instructions. This provides the general bidding information and includes the following annexes:
 - i. Annex A – Bidding Sheets – The bidding sheets should be completed exactly as instructed.
 - ii. Annex B – Certificates.
 - iii. Annex C – Bidding Scenario
 - b) Book II – Prospective Contract. This contains the following sections:
 - i. Contract Special terms and conditions.



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Boulevard Leopold III
1110 Brussels, Belgium
www.ncia.nato.int



- ii. Contract General Provisions.
 - iii. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.
5. The overall security classification of this Invitation for Bids is “NATO UNCLASSIFIED”. This Invitation for Bids remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
 6. The Bidders have the right to request IFB clarifications as outlined in section 2.6 of the Bidding Instructions (Book I).
 7. You are requested to complete and return the enclosed acknowledgement of receipt within 5 (five) working days of receipt of this IFB, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
 8. The reference for this IFB is IFB-CO-115786-AAS+, and all correspondence concerning the IFB should reference this number.
 9. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
 10. The Purchaser point of contact for all information concerning this IFB is:

Diana Nedelea, Contracting Officer
E-mail : IFBCO115786AAS@ncia.nato.int

For the Director of Acquisition:

Alain Courtois
Principal Contracting Officer

Annex:

- A) Acknowledgement of Receipt of IFB-CO-115786-AAS+

Annex A to NCIA/ACQ/2023/ 06489

Acknowledgement of Receipt of Invitation for Bids

IFB-CO-115786-AAS+

Please complete and return within five (5) working days by e-mail to:

IFBCO115786AAS@ncia.nato.int

We hereby advise that we have received Invitation for Bids **IFB-CO-115786-AAS+**
on, together with all enclosures listed in the Table of Contents.

CHECK ONE

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Distribution List for AMD 1 - IFB-CO-115786-AAS+

NATO Delegations

1

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

Embassies in Brussels (Attn: Commercial Attache)

1

Albania
Belgian Ministry of Economic Affairs
Bulgaria
Canada
Croatia
Czech Republic
Denmark
Estonia
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Hungary
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Slovenia
Spain
United Kingdom
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Distribution for information

NATO HQ

1

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

Director, NATO HQ C3 Staff

1

Attn: Executive Co-ordinator

NCI Agency – Internally

All
NATEXs

Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
France	1
Germany	1
Greece	1
Italy	1
The Netherlands	1
Norway	1



Poland	1
Spain	1
Turkey	1
UK	1
USA	1

NCI Agency

1

- ACQ Deputy Chief of Acquisition Procurement and Policy
- ACQ Principal Contracting Officer
- ACQ Head of Acquisition Policy
- ACQ Contracting Officer
- Legal Advisor
- Project Manager
- CIO - Sourcing Advocate
- CAB Administrator
- NATO Liaison Officer



IFB-CO-115796-AAS+

Advisory and Assistance Services

Market Place 1: Advisory and Assistance Services

And

Market Place 2: Independent Consultancy Services



IFB-CO-115796-AAS+

ADVISORY AND ASSISTANCE SERVICES

**Market Place 1: Advisory and Assistance Services
and**

Market Place 2: Independent Consultancy Services

BOOK 1

BIDDING INSTRUCTIONS

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SECTION I - INTRODUCTION

- 1.1 The NATO Communications and Information Agency (NCI Agency) is NATO's principal C3 capability deliverer and CIS service provider. It provides, maintains and defends the NATO enterprise-wide information technology infrastructure to enable Allies to consult together under Article IV, and, when required, stand together in the face of attack under Article V.
- 1.2 In order to provide these critical services, in the modern evolving dynamic environment the NCI Agency needs to build and maintain high performance engaged workforce. The NCI Agency workforce strategically consists of three major categories: NATO International Civilians (NIC)s, Military (Mil) and Interim Workforce Consultants (IWC)s. The IWCs are a critical part of the overall NCI Agency workforce and make up approximately 15 percent of the total workforce.
- 1.3 The aim of the new second generation AAS Contract(s) is to build on the current approach and adapt to the new NATO Madrid summit declaration. The current AAS contract execution value is approximately 90MEUR per year.
- 1.4 The new AAS+ Contract will pickup on two of the NATO Madrid summit declaration items, namely climate change, and gender equality, or more broadly Diversity and Inclusion (D&I).
- 1.5 The current AAS tasks are wide ranging, however, a significant proportion are for engineers and technicians in the areas of Cyber Security, Network Infrastructure Services, Service Support and Business Applications and NATO Digital Workpace.
- 1.6 There is a recurring requirement for consultant support over a wide spectrum of scientific, engineering, project management, contracting and military functional expertise to support these activities. In general, the consultant support required may take the form of studies, information, software development and implementation, advice, opinions, alternatives, analyses, evaluations, recommendations, and project management support and other services to complement the Purchaser's technical expertise both at peak periods and when this expertise is required for shorter periods than provided by normal NATO staff contracts. Services can be short-term (under 6 months) or of longer term of a year or more.
- 1.7 The contracts resulting from this solicitation (hereafter referred to as AAS+ Framework Contracts) under both Market Place 1 (MP1, composed of two (2) sub lots - A (MP1 LOT A - Level of Effort Based requirements) & B (MP1 LOT B Deliverables Base requirements)) and Market Place 2 (MP2) are issued on a "Requirements" basis. This term means that the AAS+ Framework Contracts

have no intrinsic monetary value. As AAS+ requirements arise within NCI Agency, these requirements shall be competed under one of the two Market Places (exclusive), among all holders of AAS+ Framework Contracts within the respective Market Place, to the maximum extent practicable. These competitions shall be conducted by issuing a Request for Quote (RFQ), to which interested AAS+ Framework Contract holders within the respective Market Place can bid pursuant to the specific evaluation method and requirements identified in the RFQ. The successful bidder will then be awarded a Purchase/Task Order and their AAS+ Framework Contract shall be amended to reflect that they are the sole provider of personnel for that specific requirement. If the contractor subsequently demonstrates non-performance, in accordance with the terms and conditions of the AAS+ Framework Contract, then the Requirements basis of the Purchase/Task Order may be partially terminated and the requirement may be competed again amongst all AAS+ Framework Contractors within the respective Market Place.

- 1.8 The term of all Purchase/Task Order awards shall extend for the Contract Duration, as defined in the Contract Special Provisions.
- 1.9 A description of the anticipated Support Categories can be found in Book 2, Part 3 “Framework Contract Statement of Work” (SOW). It should be noted that the SOW is an overall statement of the current consultancy environment for Agency support and is not inclusive of every requirement.
- 1.10 For the purpose of this Invitation for Bids (IFB), the Bidding Scenario in Annex C has been developed in line with the Support Categories outlined in the SOW and it is a reduced representation of the Purchaser requirements.
- 1.11 The classification of this Invitation for Bids is “NATO UNCLASSIFIED”.
- 1.12 This Invitation for Bids will not be the subject of a public bid opening.
- 1.13 Award of AAS+ Framework Contracts for the respective Market Places (1&2) will be made to two separate and mutually exclusive pools of successful bidders, one for each market place, on a Best Value basis as described herein. This contract will result in the award of multiple AAS+ Framework Contracts for each market place.
- 1.14 Both market places are mutually exclusive. Bidders cannot be part of both market places at any tier.
- 1.15 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.16 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in **Paragraph 2.6** of the Bidding Instructions.

1.17 Prospective Bidders are invited to participate in a one-day Bidders' Conference that will be held on the 19th of April 2023 at NATO HQ in Brussels, Belgium. Remote connection will also be available. Further details will be provided by email.

1.17.1 Those Bidders who wish to participate in the Bidders Conference shall indicate their intention to attend not later than ten (10) calendar days prior to the Bidders Conference, in the format prescribed by the Contracting Officer.

1.17.2 The Purchaser will attempt to provide immediate answers to the questions that are asked by potential Bidders during the Bidders Conference, but any answer that might appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the IFB only when a written amendment to the IFB is issued in writing by Purchaser.

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

1.18 The target date for AAS+ Framework Contract awards is **01 September 2023**.

1.19 Transition of execution of requirements between current AAS framework contracts pool and the future AAS+ Market Place 1 framework contracts pool:

1.19.1 From the date of the AAS+ Market Place 1 framework contracts award through the end of Calendar Year 2023, new requirements originating from 2023 with a start date in 2024 will be competed within the AAS+ Market Place 1 Framework Contract Bidders Pool. Requirements originating from 2023 with an actual start date prior to 01 November 2023 will be competed under the current AAS Framework Contract Bidders Pool and will then be transitioned under the AAS+ Market Place 1 Framework Contract Bidders Pool if continued in 2024. It is anticipated that all existing AAS requirements to be continued in 2024 will be successfully transitioned from existing AAS Framework Contract Bidders Pool contracts as of 01 January 2024. To that effect, the following principles will be applicable for the transition period:

1.19.1.1 Should a position held by a current AAS prime be continued in 2024 and should the holder of the contract be part of the new AAS+ pool, the Purchaser will propose to continue the requirement at the 2023 rate adjusted for 2024 with the price adjustment formula mentioned in Clause 6.5 of the Prospective Contract Special Provisions. Should the prime decline the adjustment, the position will be re-compete under the new AAS+

pool at a not to exceed rate equal to the adjusted rate calculated as per the above.

1.19.1.2 Should a position held by a current AAS prime be continued in 2024 and should the holder of the contract not be part of the new AAS+ pool, the position will be re-competed under the new AAS+ pool at a not to exceed rate calculated by the Purchaser in accordance with the terms and conditions of the contracts addressing how requirements are competed under the market place.

1.19.2 The indexes used to adjust the 2023 rates will be considered in line with Clause 6.5 of the Prospective Contract Special Provisions.

SECTION II - GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Bidder" as used herein refers to a firm, which submits an offer in response to this solicitation.
- 2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bids.
- 2.1.4 The term "Contractor" refers to a firm of a participating country, which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.5 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKIYE, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6 The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).
- 2.1.7 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1 All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.
- 2.2.2 None of the work, including project design, labor 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 All intellectual property rights shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the e-mail address given in **Paragraph 2.3.2 before 1400 hours (Brussels Time) on 05 May 2023** at which time and date bidding shall be closed.

- 2.3.2 **Bids shall be delivered to the following e-mail address, which will generate an automatic confirmation of receipt:**

IFBCO115786AAS@ncia.nato.int

- 2.3.3 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "late bids" and shall not be considered for award. Upon receipt of a late bid, the sender shall be notified that their bid arrived after the bid closing.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

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

2.5 PURCHASER POINT OF CONTACT

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

Diana Nedelea, Contracting Officer

E-mail: IFBCO115786AAS@ncia.nato.int

Tel: +32 2 707 1391

2.6 REQUESTS FOR IFB CLARIFICATIONS

- 2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative, and technical nature pertaining to this IFB.

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

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

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

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

2.8 AMENDMENT OF THE INVITATION FOR BIDS

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt, which the bidder shall complete and enclose as part of his bid (see Annex B-6). This process may be part of the clarification procedures set forth in **Paragraph 2.6** above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid

Closing. Such modifications shall be considered as an integral part of the submitted bid.

- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and the Purchaser will retain the modification until a selection is made. A modification to a bid, which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be a successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favorable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

2.10 BID VALIDITY

- 2.10.1 Bidders shall be bound by the term of their bids for a **period of six (6) months** starting from the Bid Closing Date specified above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavor to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- (a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the bid without penalty.
- 2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11 BID GUARANTEE

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

2.12 CANCELLATION OF INVITATION FOR BIDS

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.13.1 The Purchaser will 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 electronic transmission of documentation which contains classified information is not permissible.

SECTION III - BID PREPARATION INSTRUCTIONS

3.1. GENERAL

- 3.13.3 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.13.4 Bidders shall prepare a complete bid for the market place for which they decide to bid for which comprehensively addresses all requirements stated herein. Bidders can only be part of one market place at any tier. The Bid shall demonstrate the Bidders understanding of the IFB and their ability to provide the required deliverables and services. Bids, which are not complete, will be declared non-compliant.
- 3.13.5 Bidders shall classify their response in accordance with the classification of the IFB.
- 3.13.6 Bidders shall clearly indicate on the marking of the bid the Market Place (Market Place 1 or Market Place 2) for which they submit an offer, including the sub lot for Market Place 1 - i.e. A, B or A&B.
- 3.13.7 Bidders are required to bid on **ALL** Requirements listed in the Bidding Scenario for the chosen Sub Lot for Market Place 1 and a minimum of three (3) Requirements for Market Place 2. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements.
- 3.13.8 The evaluation procedure conducted under this Invitation for Bids will be a Best Value procedure as described herein. While the process may mirror the principles in AC/4-D/2261-ADD2 (1996), those rules do not govern this procurement process.
- 3.13.9 The formula for calculation of the Best Value, the Top Level Evaluation Criteria and the associated weighting factors and the secondary Evaluation Criteria in descending order of importance are identified in **Section IV** of these Bidding Instructions.
- 3.13.10 Unsuccessful Bidders will be notified of the results not less than twenty-one (21) days prior to signature of the contract with the Successful Bidders. Unsuccessful Bidders may request and will be provided a debriefing by the Purchaser within this three-week period. The aim of the debriefing is to provide information to the unsuccessful Bidder as to why their bid was not determined to be the Best Value selection and a more comprehensive understanding as to the processes of the evaluation.
- 3.13.10.1 During the debriefing, the Purchaser will, in general terms, describe the results of the price evaluation and the overall position of the Bidder in terms of the competition.

- 3.13.10.2 If the Bidder was Technically Evaluated, the Purchaser will review the evaluation process and identify the strong and weak areas of the Technical Proposal.
- 3.13.10.3 During the debriefing, the Purchaser will not discuss specific scores assigned, nor will the Purchaser provide copies of the Source Selection Plan, detailed weighting scheme or internal reports of the evaluators. The Purchaser will not discuss the Technical Proposals of the other Bidders or specifics of the Price Proposals offered by other bidders.

3.2. BID PACKAGE CONTENT AND MARKING

3.13.11 The complete electronic bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.13.11.1 Part I: Bid Administration Package (paragraph 3.3)

3.13.11.2 Part II: Technical Proposal Package (paragraph 3.4)

3.13.11.3 Part III: Price Quotation (paragraph 3.5)

3.13.12 Each part submitted shall comply with the below specifications:

3.13.12.1 Part I, Bid Administration - The e-mail content shall be as described in paragraph 3.3 below, with no password protection to the file and shall not be more than 20MB total per e-mail.

Depending the Market Place and / or Lot for which the bid is submitted, the following naming convention shall be followed:

- for Market Place 1 – Lot A:

IFB-CO-115592-IFP-MP1LOTA-Company Name–Part I–Admin

- for Market Place 1 – Lot B:

IFB-CO-115592-IFP-MP1LOTB-Company Name–Part I–Admin

- for Market Place 1 – Lot A&B:

IFB-CO-115592-IFP-MP1LOTA_B-Company Name–Part I–Admin

- for Market Place 2:

IFB-CO-115592-IFP-MP2-Company Name–Part I–Admin

3.13.12.2 Part II, Technical- The e-mail content shall be as described in paragraph 3.5 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.

Depending the Market Place and / or Lot for which the bid is submitted, the following naming convention shall be followed

- for Market Place 1 – Lot A:

IFB-CO-115592-IFP-MP1LOTA-Company Name–Part II-Technical

- for Market Place 1 – Lot B:

IFB-CO-115592-IFP-MP1LOTB-Company Name–Part II-Technical

- for Market Place 1 – Lot A&B:

IFB-CO-115592-IFP-MP1LOTA_B-Company Name–Part II-Technical

- for Market Place 2:

IFB-CO-115592-IFP-MP2-Company Name–Part II-Technical

- 3.13.12.3 Part II, Price- The e-mail content shall be as described in paragraph 3.5 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.

Depending the Market Place and / or Lot for which the bid is submitted, the following naming convention shall be followed

- for Market Place 1 – Lot A:

IFB-CO-115592-IFP-MP1LOTA-Company Name–Part III-Price

- for Market Place 1 – Lot B:

IFB-CO-115592-IFP-MP1LOTB-Company Name– Part III-Price

- for Market Place 1 – Lot A&B:

IFB-CO-115592-IFP-MP1LOTA_B-Company Name– Part III-Price

- for Market Place 2:

IFB-CO-115592-IFP-MP2-Company Name– Part III-Price

- 3.13.12.4 “Company Name” – In the subject line of the email, and in the names of the individual files, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company’s name is “Computer and Technology Research Company”, the company name could be shorted to “CTRC” in the email and file names.

3.13.12.5 Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: IFB-CO-115592-IFP-[MP1LOTA/MP1LOTB/MP1LOTA_B/MP2]-Company Name- Part III-Technical Part 1 of 4; IFB-CO-115592-IFP-[MP1LOTA/MP1LOTB/MP1LOTA_B/MP2]-Company Name- Part III-Technical Part 2 of 4 and so forth.

3.13.12.6 In addition, the bidders shall submit a summary email outlining all the emails submitted in response to this IFB (number and title of the emails submitted for each package). The subject line of this email shall be IFB-CO-115592-IFP-[MP1LOTA/MP1LOTB/MP1LOTA_B/MP2]-Company Name-Bid Summary. The Purchaser reserves the right to open this email before the bid closing date to check that all emails submitted in response to this IFB have been received.

3.13.12.7 Acceptable File Formats

3.2.2.7.1 Unless otherwise directed, files can be submitted in Adobe pdf format.

3.2.2.7.2 The Purchaser does NOT accept hard copies of bids, CDs, thumb drives, or zip files.

3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART I)

3.3.1 In this Package the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:

- (a) B-1 Certificate of Legal Name of Bidder
- (b) B-2 Certificate of Independent Determination
- (c) B-3 Certificate of Bid Validity
- (d) B-4 Certificate of Understanding
- (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) B-6 Acknowledgement of Receipt of IFB Amendments (if applicable)
- (g) B-7 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- (h) B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- (i) B-9 Comprehension and Acceptance of Special Contract Provisions and General Provisions
- (j) B-10 List of Prospective Sub-Contractors

- (k) B-11 Disclosure of Involvement of Former NCI Agency Employment
- (l) B-12 Attestation of exclusive participation to one market place

3.3.2 The Bidder shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. This identification shall be completed on Annex B-10.

3.3.3 In summary, the Administrative Package shall include solely the following documentation:

- (a) All certifications in Annex B

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART II)

3.4.1 Bidders shall submit their Technical Proposal in one PDF volume, organized and structured as detailed below. **The Technical Proposal shall be limited to no more than 100 pages (including Curricula Vitae), utilizing 12 Point Arial font.**

3.4.2 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

3.4.3 Section I: Project Management Plan (PMP). This section shall be presented in the following format:

3.4.3.1 Introduction. The success of the contracts resulting from this source selection will depend upon the quality of the successful bidder's management of the effort. Therefore, in this section the Bidder shall propose its Project Management Plan to provide the best possible technical and administrative support to the Agency in accordance with the Statement of Work. In providing this plan for success, the Bidder shall:

3.4.3.1.1 Demonstrate that they possess, or have access to, a pool of security-cleared and qualified personnel to satisfy all of the contractor support categories represented by an Initial Requirement. Additionally, the Bidder must detail the methodology that they will utilize in selecting security-cleared and qualified personnel in response to RFQ's and during Purchase/Task Order performance.

3.4.3.1.2 Demonstrate that they are capable of successful execution of both Level of Effort and Deliverables Purchase/Task Order Types

3.4.3.1.3 Demonstrate their knowledge of the current and future needs of NCI Agency, as well as their familiarity with NATO operations and procedures

- 3.4.3.1.4 Identify the major problems and risks inherent in performing this type of contract from both the Bidders and the NCI Agency's standpoints and the Bidders solution to these risks
- 3.4.3.2 Organization Description. This section shall include:
- 3.4.3.2.1 A profile of the Bidders company, including quantity of personnel, general activities, core business, value of business, relations and dependencies to subcontractors, parent and subsidiaries and other contractors
- 3.4.3.2.2 An organization chart showing the lines of authority between the corporate organization, the project manager, subcontractors, and employees responsible for processing and administering the Purchase/Task Orders issued by the Agency.
- 3.4.3.3 Sub-contract Management. This section shall include:
- 3.4.3.3.1 A Subcontracting Management Plan that identifies the skills sets that can be furnished by the Bidder's corporate organization, the skills sets that are proposed to be subcontracted, and the Bidders plan for effectively managing this effort to ensure responsive and compliant bids to RFQs
- 3.4.3.3.2 A complete list of proposed subcontractors, also detailing those with whom the Bidder's has a letter of intent to work with if the Bidder receives the contract.
- 3.4.3.4 Quality Control (QC)/ Quality Assurance (QA). In this section, the Bidder and all subcontractors shall indicate the QC/QA standards under which they operate, and identify the certifications held (including applicable ISO certifications). This shall include the technological method used to manage contracted/expended hours.
- 3.4.4 Section II: Corporate Experience (CE). In this Section, the Bidder shall:
- 3.4.4.1 Describe the nature of its main business focus and its relevance to the required Initial Requirement contractor support categories. The Bidder shall provide the same information for each subcontractor. The Bidder shall describe the "reach back" capability of the corporate structure (prime and subcontractors) available to support personnel serving on site, and management of Deliverables Type efforts.
- 3.4.4.2 Include in this section documentary evidence of its past performance as a prime contractor or major subcontractor for the type of work encompassed by the Initial Requirements on which it is bidding. This information shall include:
- 3.4.4.2.1 The point of contact in the contracting organization, including the name, address, telephone number, and e-mail address

- 3.4.4.2.2 The title of the contract and contract number, contract period/date of performance, current or actual monetary value (per base and each option year)
- 3.4.4.2.3 Of the contracts listed, the percentage of work actually performed by the Bidders firm as prime contractor, as well as a description of the work performed by subcontractors, and/or the percentage and description of work performed by the Bidders firm as a subcontractor
- 3.4.4.2.4 Identify in specific detail for each contract listed above, why or how that effort is relevant and similar in scope and magnitude to the effort required by the Statement of Work and Initial Requirement of this IFB (including both Level of Effort and Deliverables Type efforts)
- 3.4.4.2.5 Demonstrate the quality of the past performance on these contracts, addressing schedule adherence, business relationships, personnel management, and cost control
- 3.4.4.2.6 Bidders may submit other evidence of past performance, however, such evidence must indicate the nature of the project, its relevancy to the Statement of Work in this IFB, and must be verifiable by the Purchaser. If a Bidder has no relevant past performance history, then the Bidder must affirmatively state it possesses no relevant, directly related, or similar past performance.
- 3.4.5 For Market Place 1 – Annex C-1A and Annex C-1B
- 3.4.5.1 Section III: Bidders can decide to bid on level of effort type of requirements (Sub Lot A) and/ or Deliverables based tasks (Sub Lot B). In both cases, they shall address 100% of the requirements in each category they decide to bid for.
- 3.4.5.1.1 Market Place 1 Sub Lot A Curriculum Vitae (for Level of Effort Tasks – fifteen (15) Requirements).
- 3.4.5.1.1.1 The Bidder shall provide, at most, **two (2) CVs per Requirement** with a corresponding set of labour rates per the Terms and Conditions of the contract.
- 3.4.5.1.1.2 CVs (for Level of Effort Tasks) shall be limited to two pages, in the same format, and shall address the following items as a minimum: Corresponding Requirement, Name of person and contact information, Name of employing company, Education, Relevant Experience, and any other information as required by the Terms and Conditions of the IFB (specifically Contract Special Provisions Article 6).
- 3.4.5.1.2 Market Place 1 Sub Lot B (Deliverables based tasks – four (4) Requirements)

For each Requirement, the Bidder shall provide a short 2-3 page proposal (for Deliverables based Tasks) that shall address the Task requirement by providing a logical break down of the task and how it will be successfully completed and achieve product sign-off by the customer. The CVs of the individuals who are proposed to undertake the task shall be included

3.4.6 For Market Place 2 - Annex C-2

3.4.6.1 Section III (SubLot): Bidders shall submit a proposal for a minimum three (3) out of the six (6) proposed Requirements.

3.4.6.1.1 For each Requirement, the Bidder shall provide a maximum 15 pages proposal that shall address the Task requirement by providing a logical break down of the task and how it will be successfully completed and achieve product sign-off by the customer. The CVs of the individuals who are proposed to undertake the task shall be included

3.5 PREPARATION OF THE PRICE PROPOSAL (PART III)

3.5.1 This Package must contain the following documentation:

3.5.1.1 The electronic files “IFB-CO-115796-AAS+ - Book 2 - Part 1 – Section 2 – Bidding Sheets MP1” for Market Place 1 or “IFB-CO-115796-AAS+ - Book 2 - Part 1 – Section 2 – Bidding Sheets MP2” for Market Place 2 submitted as part of this IFB with all yellow cells filled in for the Market Place and the Sub Lot chosen.

3.5.2 Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Bidding Sheets referred to above, in accordance with the instructions specified in Annex A-2.

3.5.3 The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each Contract Line Item Number (CLIN) shall be shown.

3.5.4 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation, including but not limited to those expressed in the SOW.

3.5.5 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

3.5.6 Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids for Market Place 1 and Market place 2 is permitted as specified in the respective sections of the bidding instructions.

3.5.7 Bidders are responsible for the accuracy of their Price Proposals. Price Proposals that have apparent computational errors may have such errors resolved in the Purchaser’s favor or, in the case of gross omissions,

inconsistencies or errors, may be determined to be non-compliant. The following order of precedence shall apply:

- (a) Electronic Submission
 - a. Total of the Bid calculated from the indicated “Evaluated Price” per CLIN(s), pursuant to the weighted evaluation methodology as specified herein
 - b. Bidding Sheets “Total Evaluated Price” as automatically calculated using the provided Bidding Sheets.

3.5.8 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- (a) the currency is of a "participating country" in the project, and
- (b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Proposal.

3.5.9 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.5.10 The Contractor shall be responsible for ensuring that his respective 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.

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

3.5.11 Unless otherwise specified in the instructions for the preparation of the Bidding Sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of

Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination

- 3.5.12 The Bidders attention is directed to the fact that the Price Proposal shall contain no document and/or information other than the priced Excel copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.5.13 When completing the Bidding Sheets, a price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices entered on the document shall individually reflect the hourly rates per Calendar Year required to meet the contractual requirements. The total price is automatically calculated, but the currency quoted must be manually entered. Each CLIN may only be expressed in a single currency. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser, in its favor, may resolve ambiguous computation of prices.
- 3.5.14 The Bidder shall furnish a firm fixed price proposal for initial performance year for all proposed CLINs in this IFB.
- 3.5.15 The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

SECTION IV - BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids for the respective lots and sub lots for MP1 will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the services to be provided. Significant omissions and/or cursory submissions will result in an assessment of non-compliance or a reduced technical assessment. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and

whether the offer meets the technical, administrative and contractual requirements of this IFB.

- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time.
- 4.1.5 The Bidders prompt response to the Purchasers IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the bid to be deemed non-compliant.
- 4.1.6 All bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price and Best Value Evaluations.
- 4.1.7 The Administrative Package of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for Administrative Compliance, the Technical Proposal of each Bidder is evaluated, and subsequently the Price Proposal of each Bidder is evaluated.
- 4.1.8 If it is discovered that a bidder has submitted an offer for both Market Places or is part of both market places at any tier, bids will be disqualified without any further consideration.

4.2 BEST VALUE DETERMINATION

- 4.2.1 The overall Best Value Score establishes the ratio of technical superiority to price at 80% Technical Score and 20% Price Score.
- 4.2.2 The Best Value Score will be computed using the following formula:
- 4.2.3 For Market Place 1:
 - 4.2.3.1 Best Value Score = (PMP + CE + SubLot) + (P) = Maximum 100 points, where:
 - 4.2.3.1.1 PMP = Project Management Plan (Maximum 30 points)
 - 4.2.3.1.2 CE = Corporate Experience (Maximum 30 points)
 - 4.2.3.1.3 SubLot = Curricula Vitae and/ or Deliverables based (Maximum 20 points)

4.2.3.1.4 P = Evaluated Price (Maximum 20 points)

4.2.4 In the Best Value Scoring, the Technical Proposal (PMP + CE + SubLot) is eligible to receive maximum 80 points and the Price Proposal (P) is eligible to receive maximum 20 Points.

4.2.5 For Market Place 2

4.2.5.1 Best Value Score = (PMP + CE + SubLot) + (P) = Maximum 100 points, where:

4.2.5.1.1 PMP = Project Management Plan (Maximum 30 points)

4.2.5.1.2 CE = Corporate Experience (Maximum 30 points)

4.2.5.1.3 SubLot = Deliverable based requirements (Maximum 20 points)

4.2.5.1.4 P = Evaluated Price (Maximum 20 points)

4.2.6 In the Best Value Scoring, the Technical Proposal (PMP + CE + SubLot) is eligible to receive maximum 80 points and the Price Proposal (P) is eligible to receive maximum 20 Points.

4.3 ADMINISTRATIVE EVALUATION AND CRITERIA

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

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

4.3.2 Receipt of an unreadable electronic bid

4.3.2.1 If a bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO immediately shall notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

4.3.2.1.1 Of the content of the bid as originally submitted; and,

4.3.2.1.2 That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

- 4.3.3 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.4 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, or has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

4.4 TECHNICAL EVALUATION AND CRITERIA

- 4.4.1 Upon determination of Administrative Compliance, the technical proposal shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.

- 4.4.2 A Technical Proposal that receives a composite score of less than 20% of the maximum score possible in any of the second-level criteria shall be determined to be technically non-compliant.

- 4.4.3 Technical Evaluation Criteria: The Bids will be evaluated against the following second and third-level criteria:

- 4.4.3.1 PMP = Project Management Plan (Maximum 30 points)

- 4.4.3.1.1 Organizational depth as represented by organic and subcontracted capabilities, for both Level of Effort and Deliverables -Type efforts. Project Management Plans that detail broad organization depth/capabilities, including access to at least 100 security-cleared personnel capable of filling the spectrum of Initial Requirements, will receive higher scores. Project Management Plans detailing a less than 100 suitable security-cleared personnel will receive lower scores.

- 4.4.3.1.2 Effective plan to manage subcontractors. Project Management Plans that provide a detailed and comprehensive plan to manage subcontractors, including identification of current relationships and organic subcontractor management capabilities, will receive higher scores. Project Management Plans that demonstrate less organic subcontractor management capabilities, or poorly designed and detailed subcontractor management plans, will receive lower scores.

- 4.4.3.1.3 Quality Assurance standards and certificates under which prime and subcontractors work, including the technological method used to manage contracted/expended hours. Significant industry-wide Quality Assurance standards and levels, as well as proven technological tracking methods, will receive higher scores. In-house Quality Assurance standards, and ad-hoc technological tracking methods (such as Excel), will receive lower scores.

- 4.4.3.1.4 Level of “reach back” support provided for both Level of Effort and Deliverables Type efforts. Significant organic “reach back” support will

receive higher scores, while low organic or subcontracted “reach back” support will receive lower scores.

4.4.3.2 CE = Corporate Experience (Maximum 30 points)

4.4.3.2.1 Depth of experience as a Prime/Subcontractor in relevant work, for both Level of Effort and Deliverables Type efforts. Significant experience as a Prime Contractor and/or for similar efforts will receive higher scores, while experience as a Subcontractor and/or for dissimilar efforts will receive lower scores. Additionally, high quality experience (resulting in cost/schedule reductions or high performance) will receive higher scores, while low quality experience (resulting in cost/schedule overruns or low performance) will receive lower scores.

4.4.3.3 For Market Place 1:

4.4.3.4 SubLot = Curriculum Vitae (Sub Lot A for Level of Effort Tasks) / Short 2-3 page proposal (for Sub Lot B Deliverables based Tasks) (Maximum 20 points each), 100% of the requirements addressed per Sub Lot

4.4.3.4.1 For Sub Lot A: Quality of the CVs submitted compared to the requirements of each Initial Requirement. CVs shall be analyzed and interviews with personnel may be conducted, to assess technical qualifications of each submitted CV. CVs and Interviews that demonstrate a higher technical capability/ qualification will receive higher scores, while those that demonstrate lower or undeterminable technical capability/qualification will receive lower scores.

4.4.3.4.2 For Sub Lot B: Quality of the 2-3 page proposal compared to the requirements of each Deliverables based Task Order. The proposal shall address the requirement and provide a logical breakdown of the task providing the approach, risks, dependencies, review of draft deliverables leading to product sign-off by the customer. The CVs of the individuals who are proposed to undertake the task shall be included.

4.4.3.4.3 With regards to Sub Lot A CV = Curriculum Vitae (for Level of Effort Tasks) / Sub Lot B Short 2-3 page proposal (for Deliverables based Tasks) scoring:

4.4.3.4.4 Should a bidder decides to bid only on one or the other category (Sub Lot A or Sub Lot B, exclusive), the score considered (SubLot) for computation will be the one of the area (out of 20 points)

4.4.3.4.5 Should a bidder decides to bid on both categories (Sub Lot A & Sub Lot B), then the score considered (SubLot) will be the average of both scores (Sub Lot A and Sub Lot B) multiplied by 1.2 and capped at 20 points.

4.4.3.5 For Market Place 2:

- 4.4.3.5.1 SubLot = Short 2-3 page proposal (for each Deliverables Based Requirement) (Maximum 20 points), minimum three(3) out of five(5) Requirements addressed
- 4.4.3.5.2 Quality of the maximum 15 pages proposal compared to the requirements of each Deliverables based Task Order. The proposal shall address the requirement and provide a logical breakdown of the task providing the approach, risks, dependencies, review of draft deliverables leading to product sign-off by the customer. The CVs of the individuals who are proposed to undertake the task shall be included.
- 4.4.3.5.3 Each Requirement will be scored out of 20 points.
- 4.4.3.5.3.1 Should a bidder decides to bid on three(3) Requirements, the overall SubLot score will be the average of the raw scores for each requirement for which the bidder has submitted a proposal.
- 4.4.3.5.3.2 Should a bidder decides to bid on four (4) or five (5) Requirements then the overall SubLot score will be the average of the raw scores each requirement for which the bidder has submitted a proposal multiplied by 1.2 and capped at 20 points.
- 4.4.3.5.3.3 Should a bidder decides to bid on six (6) Requirements then the overall SubLot score will be the average of the raw scores for each requirement for which the bidder has submitted a proposal multiplied by 1.4 and capped at 20 points.

4.5 PRICE EVALUATION AND CRITERIA

- 4.5.1 In order to determine the total lowest offered Evaluated Price, the Purchaser will convert all prices quoted into EUR for purposes of comparison. The exchange rate to be utilized by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.5.2 The Price Evaluation will be performed on the Price Proposal submitted in accordance with **Paragraph 3.5**.
- 4.5.3 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:
- (a) Total Firm Fixed Price offered for the “Evaluated Price” cell in the Bidding Sheets
 - (b) The Bid meets requirements for Price Realism
 - (c) Completeness and formal compliance of the Price Proposal with IFB provisions and Bidding Instructions
- 4.5.4 Determination of Evaluated Price Score (Maximum 20 points)

4.5.4.1 For Market Place 1:

4.5.4.1.1 The score for price will be derived from the following formula:

4.5.4.1.1.1 $P = 20 \text{ Points} * (\text{Lowest Technically-Qualified Bidder Evaluated Price (per Market Place / Sub Lot)} / \text{Bidder Evaluated Price (per Market Place / Sub Lot)})$

4.5.4.2 For Market Place 2:

4.5.4.2.1 The score for price for each bidder will be derived as follows:

4.5.4.2.1.1 Price Score (PS) per individual Requirement(out of 20 points):

$PS = 20 \text{ Points} * (\text{Lowest Technically-Qualified Bidder Evaluated Price (per Requirement)} / \text{Bidder Evaluated Price (per scenario)})$

4.5.4.2.1.2 Total Price score (P) out of 20 points:

$P = (\sum PS) / N$

Where N is the number of Requirements, for which the bidder has submitted a proposal (Between three (3) & six (6))

4.6 PRICE REALISM

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

4.6.2 Indicators of an unrealistically low bid may be the following, amongst others:

- (a) Labour Costs that indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- (b) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.6.3 In the event that the successful Bidder has submitted a price quotation that is less than two-thirds of the average of the remaining compliant bids, the Purchaser will ensure that the successful Bidder has not artificially reduced the offered prices to assure Contract award. In this situation, the Purchaser will request clarification from the Bidder, and the Bidder shall provide an explanation to the Purchaser on the basis of one of the following reasons::

- (a) An error was made in the preparation of the Price Proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either:

remain in the competition and accept the Contract at the offered price, or to withdraw from the competition. This petition shall be per Initial Requirement.

- (b) The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- (c) The Bidder recognizes that the submitted Price Proposal is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.6.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of **Paragraph 4.6.3(a)** above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.6.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.6.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.6.3(c) 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.

4.6.6 If the Bidder presents a convincing rationale pursuant to **Paragraph 4.6.3(b)** above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.7 COMPUTATION OF FINAL SCORE AND INITIAL REQUIREMENT AWARDS

4.7.1 At the close of the Price Evaluation, the weighted score for the Technical Evaluation will be combined with the weighted score for the Price Evaluation, in accordance with the Best Value formula detailed above.

- 4.7.2 AAS+ Framework Contracts will be awarded to a maximum twelve (12) highest-scoring Bidders for Market Place 1 and a maximum of 5 highest-scoring Bidders Market Place 2.
- 4.7.3 For Market place 1:
- 4.7.3.1 Two (2) sub lists will be established per sub category (Sub Lot A and Sub Lot B Deliverables based). The bidders having submitted an offer addressing both categories will be ranked in both lists. Final pool for Market place 1 will be established from both sub lists with a maximum of 6 highest scoring bidders from each list. In case the number of highest scoring bidders in one of the sub list is less than 6, the final pool will be complemented with highest scoring bidders from the second sub list (ranked beyond #6) up to a maximum of 12 highest scoring bidders in total for market place 1.
- 4.7.4 In the case of a statistical tie, when the final scores of the highest scoring bids are within one point of each other, the bid with the best cost/technical ratio – defined as the lowest cost per technical score (TS), i.e. bid price divided by TS – will be selected as the successful bid. The remaining qualified bidders for both Market Places, if any, will be put on a Reserve List per market place ranked in descending order (from highest to lowest scoring irrespective of the sub lot for market place 1).
- 4.7.5 During the implementation period of the contract, should one or more of the initially selected Suppliers be terminated or leave the market place for whatever reason, the Purchaser reserves the right, at any time during the execution of the contract, to offer the possibility to join the respective Market Place to the next one or more of the qualified bidders from the Reserve List, following the scoring ranking in order to maintain the competitiveness on the concerned Market Place. Should the respective bidder(s) agree to join, an AAS+ framework contract will be awarded to them.
- 4.7.6 All Bidders may then be awarded all or part of Initial Requirements they bid for as Unilateral Options in accordance with the Terms and Conditions of the AAS+ Framework Contract. **The Level of Effort requirements shall have a default obligation of zero (0) hours, and shall be scalable in accordance with the Terms and Conditions of the AAS+ Framework Contract.**

ANNEX A – BIDDING SHEETS

A – 1 BIDDING SHEETS

See separate Excel files:

For Market Place 1:

IFB-CO-115796-AAS+- Book 2 - Part 1 - Section 2 - Bidding Sheets MP 1

For Market Place 2:

IFB-CO-115796-AAS+- Book 2 - Part 1 - Section 2 - Bidding Sheets MP 2

A – 2 INSTRUCTIONS FOR THE PREPARATION OF THE BIDDING SHEETS

1. Bidders are required, in preparing their Price Proposal to utilize the Bidding Sheets following the instructions detailed in **Section III – Bid Preparation Instructions** and hereunder. Input cells are color coded YELLOW. No other cells should be modified.
2. The prices entered on the Bidding Sheets shall reflect the total required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. Only one currency per CLIN is permitted.
5. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The Purchaser, in its favor, may resolve ambiguous computation of prices.
6. Bidders are required to bid on **ALL** Requirements listed in the Bidding Scenario for the chosen Sub Lot for Market Place 1 and a minimum of three (3) Requirements for Market Place 2.

7. Depending on the Market Place and / or SubLot for which the bid is submitted, the following Bidding Sheets shall be submitted:
- a. **Market Place 1**
 - i. If bid is submitted for Market Place 1 – Lot A, the following **tabs** of ***IFB-CO-115796-AAS+- Book 2 - Part 1 - Section 2 - Bidding Sheets MP1*** shall be used
 - 1. Offer Summary (for the SubLot(s) chosen)
 - 2. IFB-CO-115796-AAS - LOT1A
 - ii. If bid is submitted for Market Place 1 – Lot B, the following **tabs** of ***IFB-CO-115796-AAS+- Book 2 - Part 1 - Section 2 - Bidding Sheets MP1*** shall be used
 - 1. Offer Summary (for the SubLot(s) chosen)
 - 2. IFB-CO-115796-AAS - LOT1B
 - iii. If bid is submitted for Market Place 1 – Lot A and Lot B, **ALL** tabs of ***IFB-CO-115796-AAS+- Book 2 - Part 1 - Section 2 - Bidding Sheets MP1*** shall be used
 - b. **Market Place 2**

For Market Place 2, the following tabs of ***IFB-CO-115796-AAS+- Book 2 - Part 1 - Section 2 - Bidding Sheets MP2*** shall be used:

 - 1. Offer Summary (for the Scenarios for which a bid is submitted)
 - 2. ALL tabs for the Scenarios for which a bid shall be submitted – a minimum of three (3)
8. Prices shall not include any provision for taxes or duties, for which the Purchaser is exempt.
9. For level-of-effort (Market Place 1 SubLot A), the hourly rates per requirement shall be awarded as a Unilateral Options upon AAS+ Framework Contract signature, with a default usage of zero (0) hours for all years, and shall be scalable in accordance with the Terms and Conditions of the AAS+ Framework Contract.

N A T O U N C L A S S I F I E D

IFB-CO-115796-AAS+
Book 1 – Bidding Instructions
Annex B - Certificates

ANNEX B - CERTIFICATES

ANNEX B-1

CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS _____

POINT OF CONTACT:
REGARDING THIS BID: NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

ALTERNATIVE POINT OF CONTACT:
NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX B-2

CERTIFICATE OF INDEPENDENT DETERMINATION

It is hereby stated that:

- a. We have read and understand all documentation issued as part of IFB-CO-115796-AAS+. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-3

CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Invitation for Bids.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-4

CERTIFICATE OF UNDERSTANDING

I certify that

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-6

ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following Amendments to Invitation for Bids No IFB-CO-115796-AAS+ have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-7

**DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF
SUPPLEMENTAL AGREEMENTS**

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see.....(*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see(*complete, if any*).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB;
6. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-8

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

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

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity); and
- (c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-9

**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS
AND GENERAL PROVISIONS**

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and Contract General Provisions set forth in the Prospective Contract, Book 2 of this Invitation for Bids. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Terms and Conditions if awarded the contract as a result of this Invitation for Bids.

I certify that

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-11

Disclosure of Involvement of Former NCI Agency Employment

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date:

Signature:

Name & Title:

Company:

Bid Reference:

N A T O U N C L A S S I F I E D

IFB-CO-115796-AAS+
Book 1 – Bidding Instructions
Annex B - Certificates

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017.**Article 14 PROCUREMENT AND CONTRACTORS**

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

- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

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

16 POST EMPLOYMENT MEASURES

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing

NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

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

ANNEX B-12

ATTESTATION OF EXCLUSIVE PARTICIPATION TO ONE MARKET PLACE

The Bidder hereby certifies that it participates, at any tier, ONLY to the Market Place for which the bid is submitted.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C – BIDDING SCENARIO

Annex C1-A – Bidding Scenario Market Place 1 Sub Lot A

Level-of-Effort Type Requirements

MARKET PLACE 1 TASK ORDER A

Job Description for: Cloud Integration Engineer

Locations: NCIA - Mons

Responsibilities and duties

1. Manage NCIA Microsoft Azure, O365, AWS and Citrix Cloud environments:
 - Virtual machines
 - Networking
 - Storage
 - Application gateways,
 - DevTestLabs
 - AzureAD
 - O365 licenses assignment
 - Load-balancers
 - Azure ADDS
 - Security Groups
 - Citrix VDI

Skills, Knowledge and Experience:

The candidate will:

1. Have a graduate degree in Computer and Information Systems Technology or an equivalent level of qualification or professional accreditation by a related engineering Institute or professional body;
2. Be fluent English in both spoken and written;
3. Experience with Microsoft Azure cloud environment (Azure Active Directory, VMs, DevTest Labs ,Azure update management, Azure networking, Monitoring, Storage, Application gateways, App services, Azure databases);
4. Experience with Microsoft Azure Devops;
5. Experience with Microsoft M365;
6. Experience with Amazon AWS cloud environment(IAM, EC2, ALB, Cloudfront, Cloudformation, WAF, Monitoring, Storage, Cognito);
7. Experience with Kubernetes clusters and Docker containers;
8. Strong scripting skills: Azure PowerShell, Azure CLI, Azure ARM, Cloudformation templates;
9. Experience with Citrix Cloud and VDi environments.

Other requirements:

The candidate will:

1. Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER B

Job Description for: Senior Engineer (Private Cloud Virtualisation)

Locations: NCIA NISC - Mons

This post is required to support ITM-M and ITM-R and Private Cloud activities including automation and cost model of CES IaaS: Currently, INF004 is operating at a reduced capacity to satisfy customer requirements and support projects mainly ITM. Ongoing resolutions and ITM-M and ITM-R projects to tie up valuable resources, INF004's ability to design, engineer and maintain infrastructure is severely degraded.

Responsibilities and duties

The incumbent as Senior Private Cloud Virtualization Engineer is accountable to the Service Delivery Manager of Infrastructure Hosting Service and Service area Owner (SaO) of Infrastructure as a Service throughout the entire service lifecycle. The incumbent will perform duties such as following:

- Level-3 full life cycle of Private Cloud Infrastructure support including virtual infrastructure, hyper-converged infrastructure (HCI), composable infrastructure, Windows and Unix/Linux platforms : architecture, administration, security audit support, hosting utilizations/capacity planning and adjusting hosting requirements as well as monitor and audit system utilization, and performance.
- Lead activities in the areas of design, engineering, implementation, operation and integration of Private Cloud Virtualization.
- Key areas of expertise are:
 - Data Centre Concepts, Technologies, Operations and Services (IaaS Private Cloud);
 - Central enterprise administration of Private Cloud infrastructure hosting
 - Private Cloud Infrastructure disaster recovery procedures;
 - Migration, adaptation, operation, maintenance and tuning for all IaaS inside the classified/unclassified NATO and new upcoming networks;
 - Analysis and implementation of user requirements;
 - Maintenance of the infrastructure hardware and implementation of changes;
 - Identification operational problems and contribution to their resolution;
 - Securing Core Services
- Support configuration management efforts and use of Private Cloud IaaS configuration management and automation tools (Ansible preferably) for continual IaaS hosting service improvements.
- Develop and maintain a data driven unitized Private Cloud IaaS cost model framework in coordination with other Agency stakeholders for determining associated hosting costs to deliver projects and services using supporting cost modelling tools such as VMware vRealize

Annex C1-A – Bidding Scenario Market Place 1 Sub Lot A

Operations Manager or similar where possible. Document and transfer Private Cloud IaaS cost model knowledge throughout the organization.

- Provides detailed cost analysis, includes breakdowns of project costs, service cost audits, and identifies opportunities to increase operational efficiency and decrease hosting costs without sacrificing customer satisfaction.
- Leads Private Cloud IaaS projects and continual service improvement initiatives from design engineering to implementation and stakeholder management to support NATO operations.
- Give technical briefings and presentations; write and/or review technical reports, designs and point-papers for publication.
- Provide personal, technical and professional support and guidance for section staff and in the development and tutoring of any subordinate staff as an integral part of their career development
- Performs other duties and support other projects and daily operations as may be required;
- Might need to work on scheduled maintenances, service-affecting activities and contingency work outside of regular business hours or being on-call after working hours on weekends
- Might need to travel and work in SHAPE/Mons, HQ Brussels or any other datacenters if/when required

Skills, Knowledge and Experience:

- Sound practical experience in the architecture, design, implementation, support, testing and maintenance of Private Cloud Infrastructure Hosting including virtual infrastructure, virtual machine provisioning, hyper-converged infrastructure (HCI), composable infrastructure;
- Extensive hands on systems engineer professional experience and subject matter expertise in a production environment with VMware infrastructure products such as VMware vSphere, vSAN, vRealize Operations managers, VMware SRM, vSphere Replication and a good level of exposure and or very good understanding of other products like VMware VCF, vRealize Automation and NSX;
- Professional experience in large Private Cloud IaaS cloud provider, managing large quantities of VMware Virtual Machines (5000 or more) and physical servers (blade & rack mount);
- Professional experience designing, implementing and executing Private Cloud DR/BC exercise plans with hardware or software replication (eg: vSphere replication) and failover/failback orchestrations tools like VMware SRM;
- Experience working with Active Directory, Windows Server and Linux RedHat, IPAM Solutions;
- Experience with configuration management and automation tools (Ansible is preferred)
- Proficiency in Powershell scripting;
- Experience as technical lead in IaaS related projects from design to implementation and stakeholder management;
- Track record in delivering continual service improvements;
- Must have proven experience and track record developing and maintaining data driven unitized Private Cloud IaaS cost model framework;
- Professional experience and/or good understanding of showback/chargeback cost models and configuration management databases;
- Experience pricing project CAPEX and OPEX costs;

Annex C1-A – Bidding Scenario Market Place 1 Sub Lot A

- Experience carrying out IaaS service audit costs;
- Must have proven experience in driving opportunities to increase efficiency, documenting and transferring cost model knowledge throughout the organization;
- Experience auditing service costs, providing detailed cost analysis with breakdowns and reports for management teams;
- Track record documenting current design & configuration and to develop/maintain Standard Operation Procedures/Instructions and training guidance;
- ITIL Foundation certification;
- ITIL Service Operation knowledge;
- VMware Certified Advanced Professional and vSAN certified professional.

Desirable Experience and Education:

- A Master of Science (MSc) degree at a nationally recognized/certified University in a related subject and 5 years post-related experience;
- Or a Bachelor of Science (BSc) degree at a nationally recognized/certified University in a related subject and 7 years post related experience;
- Or exceptionally, the lack of a university/college degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency; that is, at least 12 years extensive and progressive expertise in the duties related to the function of the post
- Professional experience managing enterprise block, file and object based storage and backup solutions
- IT Architecture and design and knowledge of design/architecture tools and methodologies;
- Knowledge of Cyber Security techniques to protect information
- Prior experience of working in an international environment comprising both military and civilian elements;
- Knowledge of NATO responsibilities and organization

MARKET PLACE 1 TASK ORDER C

Job Description for: Network Senior Technician

Locations: NCIA ESOC - Mons

Responsibilities and duties

Under the direction of SSC/NCC Head and the functional team head, the incumbent will perform duties such as the following:

1. Responsible for event and incident management for all Telecommunication systems and services of the NATO General Communications Systems to continuously sustain operations;
2. Perform incidents dispatching to the relevant technical elements for resolution and performing operational impact assessment determining services affected and users impacted;
3. Ensure Incident Management is conducted in accordance with Incident Management Directives;
4. Monitor, control and conduct first and some second level of troubleshooting on all components from the NCI Agency customers delivered services throughout NATO;
5. Liaise and collaborate both internally to NCI Agency and externally with service providers in support of services delivery and system support;
6. Supporting all functional areas of the NCC, as part of a functional team or within the plans section;
7. Utilizes automatic data processing devices and tools within the Control Centre environment and uses all available centralized service management tools to restore the service availability and quality at the agreed levels;
8. Follows senior guidance and established processes, cooperating when requested, to its development and improvement;
9. Assists in the direction and co-ordination of corrective action to regional and other control activities in the event of failure or degradation in any of the networks;
10. Perform above mentioned duties also in support of NATO Force Structure (NFS) organizational elements, NATO operations as well as for training and exercises missions.
11. Work on own initiative with limited supervision, may assist others as required
12. Ensure the functional area is manned 24/7;
13. Coordinates and conducts own work to meet quality targets;
14. Supports the resolution of technical issues in a systematic approach;
15. Maintains sound knowledge on implemented technologies.

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16. Seeks recommendations from his/ her superiors for technical solutions;
17. Prioritises and diagnoses incidents according to agreed procedures;
18. Investigates causes of incidents and seeks resolution;
19. Escalates unresolved incidents. Facilitates recovery, following resolution of incidents;
20. Documents and closes resolved incidents according to agreed procedures;
21. Provides superior customer service and responsiveness that inspires confidence with the customer;
22. Applies advanced problem solving skills and experiences in fault resolution;
23. Assists in creating and maintaining standard operating procedures, processes and support documentation;
24. Establishes strong working relations with customers and team members;
25. Monitors escalation processes to meet SLA, OLA and SSP compliance;
26. Perform any additional tasks as directed by the NCC Head.

Skills, Knowledge and Experience:

The candidate will:

1. Higher Secondary education and completed higher vocational training leading to a technical or professional certification with 3 years function related experience, or a Secondary education and completed advanced vocational training leading to a professional qualification or professional accreditation with 2 years post related experience;
2. Good knowledge of Local Area Network/Wide Area Network (LAN/WAN), routers and switches and modern communications systems based on IP/MPLS. Prior experience in technical support and assistance for networking, transmission systems and services;
3. Prior experience in technical support and assistance in one or more from the following : networking, Satellite communication, transmission- and voice systems;
4. Very good understanding of telecommunications / network / information technology solutions & products;
5. Experience in service management (i.e. Incident, problem management, etc.) and customer support focused approach in a control centre environment and experience in management and use of related toolsets.
6. Ability to handle multiple incidents simultaneously while adapting to constantly changing requirements. Proven success as a operational team lead and mentor;
7. Strong analytical, organization, multitasking and prioritization skills;
8. Prior experience of working in an international environment comprising both military and civilian elements;

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9. Knowledge of NATO responsibilities and organization including Allied Command Operations and Allied Command Transformation.

- [Qualifications:](#)

1. Incumbent should have knowledge about the following training/certifications:

- · ITIL Foundation V3
- · IP routing & Switching
- · Collaboration (Voice & VTC)

- [Other requirements:](#)

The candidate will:

1. Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER D

Job Description for: Finance Reporting and Control Assistant

Locations: NCIA FC – Brussels

Responsibilities and duties

1. The coordination of Funds Requests such as Type B Cost Estimate (TBCE), Advance Planning Funds (APF), Invitation For Bid (IFB), contracts, Joint Financial Acceptance Inspection (JFAIs)
2. The validation and screening of requests received from COO/P3M-NSIP Section, such as TBCE, Fund request, Change of Scope, Cancellation of project, de-authorisation, Advance Planning Funds (APF) , Project Service Costs (PSC), Internal Engineering Services (IES), Invitation for Bid (IFB), Joint Financial Acceptance Inspection (JFAI), Certificate of Final Financial Acceptance (COFFA), creation of Minor Work (MW) or Urgent Requirement (UR);
3. Entering those Requests accurately and in a timely manner into the Common Funded Integrated Resources Information System (CIRIS);
4. Entering in CIRIS all the contract notifications received from Acquisition in an accurate and timely manner;
5. Making sure that the Contract Notifications are received on time from Acquisition and are up-to-date in CIRIS compared to all the approved POs within the Financial System (ERP);
6. Updating the internal database concerning all the bookings made in CIRIS;
7. Loading in the Financial System (ERP) all authorisations (Customer Agreement & Revenue) received from the Infrastructure Committee (IC) via Decision Sheets as well as all the SLMB Exceptions (such as Recoverable, Unrecoverable, APF Overrun) and Pre-financing authorisations;
8. The coordination and approval of the Purchase Orders (PO);
9. The preparation of the Quarterly Financial Report (QAFR) :
10. Providing guidance and reports upon request by Project Managers or other departments;
11. Work with IBAN on annual audit and project audits for obtaining Certificate of Final Financial Acceptance (COFFA);
12. Close relationship with different departments with the Chief Operating Office and Acquisition Office;
13. Support Business Partner role to Service Lines and high profile projects;
14. Support process and tool development;
15. Preparing status reports as required;
16. Preparing fiscal and financial reports as required;
17. - Preparing statistical information for briefing documents;

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18. Participating and providing inputs to the quarterly and annual NSIP Cost to Complete (CTC) related to the Agency quarterly financial closing and annual Financial Statements;
19. Participating in Project Boards or meetings as Finance SME;
20. Participating in the internal organization of the NSIP Branch by keeping track of assigned tasks and timelines, and managing the NSIP Branch web portal (SharePoint);
21. Support process and tool development (CIRIS, ERP, BI);
22. Performing any other duties as may be required.

Skills, Knowledge and Experience:

The candidate will have:

1. Higher vocational training in business administration, public administration, finance, management, accounting or related discipline with 2 years post-related experience. Or a secondary educational qualification with 4 years post-related experience;
2. Demonstrable skills and experience in areas such as financial execution, accounting and/or auditing, including knowledge of International Public Service Accounting Standards IPSAS or International Financial Reporting Standards (IFRS);
3. Advanced Microsoft Office experience and skills, particularly Excel, Word and PowerPoint;
4. Knowledge and experience with Enterprise Resource Planning (ERP) Systems and Business Intelligence Tools (OBIEE);
5. Demonstrated ability to work as an integrated member of financial management team in a high pressure environment;
6. Proven ability to effectively communicate orally and in writing.

Other requirements:

The candidate will:

7. Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER E

Job Description for: Operational Analyst

Locations: NCIA – OA– The Hague

Responsibilities and duties:

One of the Agency's key function is to provide Operational Analysis support in a wide range of activities from defence planning to ongoing NATO missions, including in-theatre support, and support to exercises. Often times, the Agency requires additional operational analysis expertise in order to meet commitments made to its customers.

1. The type of activities to be performed include:
 - a. Carry out data collection, collation and analysis using a range of tools (e.g. MS Excel), including ability to produce, under time pressure, compilation of accurate (i.e. verified, validated and consistent) data sets using MS Office tools at expert level;
 - b. Summarise results to be presented in briefs (MS PowerPoint) and reports (MS Word);
 - c. Support OA Centre staff with the development of planning scenarios;
 - d. Support the development of analytical models to analyse military capability requirements across the spectrum of military domains including:
 - i. Aerospace (including Missile Defence (MD));
 - ii. Land;
 - iii. Maritime;
 - iv. Command and Control (C2);
 - v. Intelligence, Surveillance and Reconnaissance (ISR);
 - vi. Cyber;
 - vii. Enabling / Logistics;
 - viii. Non-military capabilities (e.g. Stability and Reconstruction).
 - e. Use / develop various OA techniques/tools such as optimisation, simulation, statistical analysis / software, GIS software, etc.
 - f. Compile lessons learned from past and/or current military operations & exercises;
 - g. Support the conduct of OA studies in support of concept development, as well as analysis and improvement of organisational effectiveness (structures and staff processes);
 - h. Supporting the development of operational views in architectures (i.e. description of tasks and activities, organisational and operational elements and information flows required to conduct or support a military function).

Skills, Competencies and Toolsets:

1. A university degree in science, or equivalent education from a recognised military academy or institute, preferably equivalent to a Master's degree;
2. Ability to develop and apply simple programmes to support analysis (e.g. VBA);
3. Ability to analyse large data sets using commercial off the shelf tools, incl. data science techniques/tools (e.g. PowerBI);

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4. Ability to work in a fast-paced environment providing fit for purpose, rapid analysis under the direction of OA Centre staff;
5. Experience in working in a military environment;
6. Ability to effectively communicate both orally and in writing;
7. Knowledge of NATO responsibilities and organisation is desirable.

2. Other requirements:

The candidate will:

Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER F

Job Description for: Cyber Security Tools Engineer

Version: 1.1

Locations: NCIA NCSC - Mons

Responsibilities and duties

1. As Tool Engineer, the incumbent will be responsible for supporting Cyber Defence operations, maintaining and updating Vulnerability Assessment (VA), Forensics and Malware Analysis (MA) systems. He will be also responsible for co-ordination with various projects on implementation of additional deployments (new sites following existing design as well service modification /improvements including new design). They will report to the Head, Security Tools Management Section and collaborating with the personnel from Cyber Hygiene and CS Operations Branches. They will also work with other stakeholders to ensure smooth O&M and project related activities.

The tasks include - but are not limited to – define, install and maintain cyber security related tools (VA, Forensic and MA) ensuring related services are provided to multiple stakeholders. The Tool Engineer will be in charge of aforementioned systems, ensuring they meet security requirements and proactively identifying areas of improvement.

2. Main responsibilities:
 - a. Install, deploy, update, monitor, maintain, configure, troubleshoot and keep in operational conditions the Cyber tools (Vulnerability Assessment (VA), Forensics and Malware Analysis (MA) systems);
 - b. Act as the Subject Matter Expert of Cyber tools;
 - c. Troubleshoot identified issues within the Cyber tools;
 - d. Liaise with other stakeholders and co-ordinate resolution of those issues;
 - e. Identify any upgrade requirements and implement new versions following relevant testing and internal change management process;
 - f. Proactively propose system and service improvements to provide effective and efficient service operations;
 - g. Implement approved changes;
 - h. Collaborate with other stakeholders supporting project related activities (new implementations, system upgrades/changes, etc.);
 - i. Ensure the level of security (Confidentiality, Integrity, and Availability) of the Cyber tools meets or exceeds the minimum-security requirements defined by NATO security authorities;
 - j. Produce metrics to be integrated into wider NCSC or NCI Agency products that are being delivered up to NATO executive management level;

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- k. Maintain awareness of new technologies and developments, industry standards and best practices within the wider IA community and provide support for the selection of new cyber tools;
- l. Produce technical reports and support the production of executive level reports;
- m. Review security documentation and provide technical advice;
- n. When required work autonomously and proactively.

Skills, Knowledge and Experience:

The candidate will have:

1. Mandatory:
 - a. Extensive practical experience in management of Cyber Security related tools;
 - b. Very good practical hands-on experience in systems and tools administration and troubleshooting (Windows/Linux);
 - c. Good practical hands-on experience in network infrastructure administration and troubleshooting;
 - d. Good practical hands-on experience in virtual infrastructure administration and troubleshooting;
 - e. Demonstrable experience of analysing and interpreting system, security and application logs in order to diagnose faults and spot abnormal behaviours;
 - f. Understanding of vulnerability assessment processes and concepts;
 - g. Understanding of forensic processes and concepts;
 - h. Understanding of malware analysis processes, tools and techniques;
 - i. Practical experience in system design, documentation and implementation;
 - j. In depth knowledge of the principles of computer and communication security, networking, and the vulnerabilities of modern operating systems and applications. Working knowledge of scripting languages and automation technologies (Python, shell, PowerShell, Ansible);
 - k. Comprehensive knowledge of the principles of computer and communication security, networking, and the vulnerabilities of modern operating systems and applications;
 - l. Good communication abilities, both written and verbal, with the ability to clearly and successfully articulate complex issues to a variety of audiences and teams;
 - m. Ability to investigate and analyse complex scenarios and solve problems in innovative ways;
 - n. Demonstrable ability to work autonomously and proactively.
2. Desirable:
 - a. Demonstrable expert knowledge of Tenable Security Center / Tenable Nessus products;
 - b. Extensive practical experience with forensics products (AccessData, Fidelis and Encase);

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- c. Extensive practical experience with malware analysis products (Cuckoo, OpSwat Metascan);
 - d. Experience with system instrumentation solutions such as Ansible, Chef, ...;
 - e. Industry leading certification in the area of Cybersecurity such as CISSP, CISM, MCSE/S, CISA, GSNA, SANS GIAC;
 - f. Tenable Certified Security Engineer;
 - g. Prior experience of working in an international environment comprising both military and civilian elements.
- [Other requirements:](#)

The candidate will:

1. Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER G

Job Description for: Threat Hunting Analyst

Locations: NCIA NCSC - Mons

Responsibilities and duties

1. As a Cyber Security Threat Hunting Analyst, the incumbent will work alongside a team of Security Analysts to proactively detect cyber security attacks against NATO networks. They will research and react to the latest threats, using industry-leading tools to discover new and ongoing attacks.
2. Main responsibilities:
 - a. Provide subject matter expertise supporting the end-to-end threat hunting process;
 - b. Develop hypotheses to be used in a threat hunt;
 - c. Create security tool content such as searches, reports and dashboards to facilitate threat hunting;
 - d. Perform in-depth analysis of suspicious activity to deliver conclusions and recommendations;
 - e. Review and develop logging configurations to enable a comprehensive threat hunting capability;
 - f. Develop and document threat-hunting procedures;
 - g. Share the results of threat hunts via presentations and technical reports.

Skills, Knowledge and Experience:

The candidate will have:

1. Mandatory:
 - a. Expert level in at least three of the following areas and a high level of experience in several of the other areas;
 - b. Cybersecurity threat hunting.
 - c. MITRE ATT&CK Framework;
 - d. Security Incidents Event Management products (SIEM) – e.g. Splunk;
 - e. Splunk Processing Language;
 - f. Network Based Intrusion Detection Systems (NIDS) – e.g. SourceFire, Palo Alto Network Threat Prevention;
 - g. Host Based Intrusion Detection Systems (HIDS);
 - h. Sysmon;
 - i. Full Packet Capture systems – e.g. Nixsun, RSA/NetWitness;
 - j. Computer security tools (Vulnerability Assessment, Anti-virus, Protocol Analysis, Anti-Virus, Protocol Analysis, Anti-Spyware, etc);
 - k. Proficiency in Intrusion/Incident Detection and Handling;

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- i. Comprehensive knowledge of the principles of computer and communications security, networking, and the vulnerabilities of modern operating systems and applications.
2. Desirable:
 - a. Industry leading certification in the area of Cybersecurity such as GCFA, GCIA, GNFA;
 - b. Knowledge and experience in Splunk Enterprise Security suite;
 - c. A good understanding of Security, Orchestrations, Automation and Response (SOAR) concepts and their benefits to the protection of CIS infrastructures;
 - d. Knowledge and experience in threat hunting in corporate/government level environment;
 - e. Strong knowledge of malware families and network attack vectors;
 - f. Experience in analysis of various threat actor groups, attack patterns and tactics, techniques, and procedures (TTPs), deep analysis of threats across the enterprise by combining security rules, content, policy and relevant datasets;
 - g. Ability to analyse attack vectors against a particular system to determine attack surface.

Other requirements:

The candidate will:

1. Have a NATO SECRET Clearance
2. Normal office environment with standard working hours, but may exceptionally be required to work non-standard hours in support of a major Cyber Incident, or on a shift system for a limited period of time due to urgent operational needs.

MARKET PLACE 1 TASK ORDER H

Job Description for: Engineer (IdM/PKI Services)

Locations: NCIA NCSC - Mons

Responsibilities and duties

1. Manage the NATO wide NPKI Registration Authorities;
2. Maintain the day-to-day NATO wide PKI systems and components;
3. Manage and control of the lifecycle of end users and devices certificates;
4. Manage NPKI virtualize infrastructure;
5. Manage NPKI networking components;
6. Manage NPKI hardware infrastructure;
7. Manage the NPKI LDAP directory service and support HTTP service;
8. Responsible for the NCIA ITSM ticketing system;
9. Responsible for WNES- auto enrolment service, CSR SCEP; Enrolment over Secure Transport (EST);
10. Entrust Administration Services components especially in context of ITM and NPKI;
11. Mitigation projects new services development and deployment;
12. Responsible for Enterprise Mobile Mobility configuration, integration, maintenance;
13. Responsible for LDAP directory service configuration and maintenance;
14. Responsible for Online Certificate Status Protocol (OCSP) and Time Stamp management;
15. Responsible for Database maintenance, dedicated for NPKI;
16. Responsible Card Management System deployment, integration and day-to-day management;
17. Responsible for Hardware Security Module (HSM) firmware upgrade and management in different Data Centre location;
18. Responsible for the creation of PKI related guidance.
Certificate Authority Log analysis, (Troubleshoot the system ALARM/ERRORS and monitor user activity);
19. Support Smart Card enrolment and certificate creation process;
20. Maintain the day-to-day operations /management /backup/restore of the PKI systems;
21. Provide technical support and assistance to ITM Operating Authorities and NPKI-Mitigation project team;
22. Provide 2nd and 3rd level technical support of CIS services to the NPKI customers;
23. Designing of new PKI components;
24. Responsible for the creation and maintenance of Standard Operating Procedures within the NPKI as part of modifications or additions to current capabilities;
25. Documenting of all new PKI service;
26. Installation and maintenance of NPKI components;
27. Be flexible to work outside normal office hours in response to crises, operational requirements.

Skills, Knowledge and Experience:

The candidate will have:

1. Extensive knowledge of modern communication and Internet Protocol (IP) based networking technologies and systems including security aspects;
2. 3 years extensive experience with PKI System development, design, management;
3. Extensive knowledge of Information security and Cryptography (symmetric and asymmetric encryption, public key infrastructure (PKI) encryption, public key encryption, hash functions, digital signatures, digital certificates);
4. Working knowledge of router and switches configuration;
5. Practical experience in Windows Servers, RHEL and VMware system administration;
6. Knowledge of the principles of computer and communications security, networking, and vulnerabilities of modern operating systems and applications;
7. Experience with SQL database administration;
8. Extensive experience in operating systems backup and restore;
9. Practical experience in scripting (Python, Powershell);
10. Practical experience in SSL, TLS, and OpenSSL.
11. Desirable Experience:
 - a. VMware (VCA, VCP) and Linux RHEL system administration;
 - b. CISCO CCNA;
 - c. Microsoft Certified Solution Associate (MCSA);
 - d. Microsoft Certified Solutions Expert (MCSE);
 - e. Experience in development and implementation of computer security policies.

Other requirements:

The candidate will:

1. Have a NATO COSMIC TOP SECRET Clearance
2. Normal Office environment.
3. Support on-call duties after normal business hours including weekends and holidays.
4. Work remotely if required.
5. Work from alternate location to support NPPI customers when required.

MARKET PLACE 1 TASK ORDER I

Job Description for: Resource Manager

Locations: NCIA DCSU - Braine L'Alleud

Responsibilities and duties:

1. Assisting in aspects of Service lifecycle, ensuring effective and efficient use of assigned resources;
2. Engages and liaises with NCI Agency's elements and other organisations with recommendations to commit CSU resources;
3. Assists in the coordination of all activities of CSU's assigned resources in the frame of Operations & Exercises planning, Plans & Projects, Requirements Management, Service Management and Business Process Management;
4. Assesses service demand and advises Agency's central staff on emerging customer requirements, initiates technical, cost and resources assessments;
5. Uses his/her business vision to set CSU strategy for manpower and budget resourcing to ensure adequate levels of the same to support current and projected missions;
6. Assists in the development of resource requirements for CSU projects and provides guidance for their defence through the various levels of the NATO screening and approval process;
7. Leads the CSU work for the development of IT Service Continuity Management (ITSCM), Business Continuity and Disaster Recovery Plan(s);
8. Assists in the coordination of all activities of assigned financial resources and stays abreast of latest developments relevant to all aspects of Service Delivery;
9. Deputize for higher grade staff, if required;
10. Perform other duties as may be required.

Skills, Knowledge and Experience:

The candidate will have:

1. A minimum requirement of a Bachelor's degree at a nationally recognised/certified University in a related discipline (such as, Business, Finance, etc.) and 2 years post-related experience;
2. Or exceptionally, the lack of a university degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency, that is, at least 6 years extensive and progressive expertise in duties related to the function of the post;
3. Excellent communication skills, both written and oral, experience in office communication;
4. High level of organisational and coordination skills;
5. Staff experience with financial and administrative processes to support resource planning, budgeting and management in a technical environment;

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6. Knowledge of Service Management principles, has experience in negotiating roles associated with a typical customer-provider relationship.

7. Desirable Skills, Knowledge, and Experience:
 - a. NATO Resource Management Education Programme (RMEP) Course;
 - b. ITIL Foundation Certificate;
 - c. Prior experience of working in an international environment comprising both military and civilian elements;
 - d. Knowledge of NATO responsibilities and organization, including ACO and ACT.

Other requirements:

The candidate will:

1. Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER J

Job Description for: Core GIS System Administration and Support Engineer

Locations: NCIA JISR – The Hague

Responsibilities and duties:

1. Creation of training material and training exercises for the "CoreGIS for system admins" training course;
2. Operation and Maintenance of the Core GIS Reference System and Training Environment for NATO Core GIS;
3. Assists all the Core GIS SDM in technical preparation of the "CoreGIS for system admins" training course, the setup of the training environment and conduct of the course at the NCIA Academy;
4. Academy;
5. Daily Operation and Maintenance (O&M) activities for the NATO Core GIS sites locate across the NATO Command Stricture/Allied Command Operations;
6. Technical expert and takes responsibility to monitor the enterprise incident management system, manage incident resolution, diagnose faults, determine root causes, and provide technical expertise to resolve incidents and their causes;
7. Problem management in order to identify and resolve the underlying root causes for incidents related to NATO Core GIS, and supports other GIS engineers in the development of solutions in response to problems;
8. Design, development, accreditation, and roll-out of system changes in the current Core GIS software baseline;
9. The analysis, design, implementation, deployment, and maintenance of authorized software changes, related applications software and the integration/tailoring of vendor-supplied components, following established procedures for quality, configuration control, testing, documentation and security.

Skills, Knowledge and Experience:

1. Proven experience in the operation & maintenance of a GIS Enterprise solutions based on ArcGIS 10.7.x, in the areas of trouble-shooting of errors and problems, as well as the design, development, implementation, and documentation of solutions;
2. Detailed technical Knowledge in the installation, configuration, and maintenance of all Esri products (server and client side) that are required in the NATO enterprise GIS environment;
3. Expertise in IT infrastructure and platform services (such as databases, virtualization platforms, network components) to the extent as it is required for the designs, operation, & maintenance and diagnosis of an enterprise GIS;
4. Very good overview of the current ArcGIS SW suite desktop/server/web components as it is relevant for the design of future Core GIS baselines.
5. Proven experience in:

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- a. The implementation of GIS/Enterprise Information System frameworks and software solutions from requirements gathering through architecture; development, testing, tuning, deployment, and maintenance operations;
- b. The automated administration and management of ArcGIS components using the applicable Esri APIs and SDKs. This includes proved experience in programming and software development with web services, REST, Python, JavaScript, and the corresponding SDKs;
- c. In the development of tailored GIS services and automation of GIS production workflows in support of Enterprise Information Systems;
- d. Knowledge of Enterprise geodatabases;
- e. System Management Experience in IT Systems.

Other requirements:

The candidate will:

Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER K

Job Description for: Application Developer for Space ISR Data Sharing

Locations: NCIA JISR – The Hague

Responsibilities and duties:

1. Design and develop application frontend and backend for searching, retrieving and managing of imagery and other sensor data;
2. Support multidisciplinary teams and technical and operational stakeholders;
3. Participate in technical and operational meetings, offering advice and seeking solutions;
4. Support NATO in the development of recommendations for updates to current services;
5. Provide meaningful input to envisioning IT solutions that fit best NATO requirements.

Skills, Knowledge and Experience:

1. Nationally recognized/certified university qualification on computer science / programming;
2. Or exceptionally, the lack of a university degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency, that is, at least 3 years extensive and progressive expertise in duties related to the function of the post;
3. Valid security clearance at minimum NATO S*CR*T level;
4. Excellent knowledge of Angular, Typescript, CSS/HTML, SQL, C# programming languages;
5. Excellent knowledge of Git and DevOps processes;
6. Excellent knowledge of testing frameworks: Jasmine, NUnit;
7. Knowledge of applications for satellite status analysis;
8. Knowledge of Space systems and applications;
9. Basic knowledge of orbital mechanics;
10. Good knowledge of MS Excel;
11. Able to receive and execute tasking in accordance with direction from NCI Agency engineers/scientists.
12. Ability to plan and execute assigned project tasks taking into account policies, programme goals, and priorities, funding and other planning constraints;
13. Ability to work on its own and as part of a team;
14. Strong listening and communication skills in English.
15. It is desirable that the Consultant has the following skills/experience:
 - a. Excellent knowledge of Elastic Search/Lucene indexing services;
 - b. Excellent knowledge of MS Excel (including development of macro);
 - c. Knowledge of NATO responsibilities and organization;
 - d. Knowledge of NATO Functional Area Services;
 - e. Knowledge of NATO Communication and Information Systems Infrastructure;

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- f. Prior experience of working in an international environment comprising both military and civilian elements;
- g. Knowledge of Microsoft Word, Visio, PowerPoint;
- h. NATO and/or military experience;
- i. Motivated, good communication skills, team player.

Other requirements:

The candidate will:

Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER L

Job Description for: System Engineer - ENB

Locations: NCIA AMDC2 – The Hague

Responsibilities and duties:

1. Support site surveys, site installations and provide on-site support;
2. Perform hardware, software and monitoring systems troubleshooting for the supported AirC2 systems and internal support systems;
3. Maintain the associated hardware/Communication related artefacts such as installation procedures, Hardware User Manuals, As-Build Drawings and other technical documents;
4. Support the integration and testing of hardware and software configuration items as required;
5. Liaise with the NCI Agency Centralised Service Desk (CSD) for problem resolution and provide second-line support as required;
6. Performs other duties as may be required.

Skills, Knowledge and Experience:

1. Essential:
 - a. A Bachelor of Science (BSc) degree at a nationally recognised/certified University in a technical subject with substantial ICT content or exceptionally, the lack of university/college degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency; that is, at least 4 years extensive and progressive expertise in the duties related to the function of the post.
 - b. Knowledge and experience in Local and Wide Area Network technologies / infrastructures and client-server technologies;
 - c. Experience in COTS SW integration;
 - d. Experience on system debugging and on fault analysis;
 - e. Knowledge of Airc2 Systems;
 - f. Practical experience on creating system documentation and status reports;
 - g. Knowledge of and practical experience in administering networked systems for different operating systems;
 - h. Knowledge and experience in network monitoring protocols;
 - i. Experience in developing custom monitoring probes
Experience in Solaris/Windows Administration;
 - j. Knowledge of applied computer security and monitoring techniques used for information assurance purposes;
2. Desirable:
 - a. Prior experience of working in an international environment comprising both military and civilian elements;

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- b. Knowledge of NATO responsibilities and organization, including Allied Command Operations and Allied Command Transformation.

Other requirements:

The candidate will:

Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER M

Job Description for: System Administrator (UCC Services)

Locations: NCIA – NDW – The Hague

Responsibilities and duties:

Under the direction of Section Head (Unified Communication and Collaboration, Informal Messaging Services), the incumbent will perform duties such as the following:

1. Responsible for Directory Synchronization and Collaboration Services (MS Exchange, MS Skype for Business);
2. Provides expertise in the Directory Synchronization and Collaboration Services tools'/systems' lifecycle – deployment, maintenance and decommission;
3. Performs implementation and maintenance of authorized software changes, related to assigned applications and the integration/tailoring of vendor supplied components, following established procedures for quality, configuration control, testing, documentation and security;
4. Provides expeditious Level 3 support services (including technical support to service desk and emergency on-site assistance) to ensure Collaboration services remain operational;
5. Gives SME (Subject Matter Expert) support in the design, development, installation, maintenance and dismantling of the operational and support environments for the software of all assigned systems;
6. Creates and maintains technical documentation of assigned systems as well as proof reading and quality control of the documentation created by other team members/subordinates
7. Ensures systems and procedures are in place to collect and report Configuration Control data in a timely manner;
8. Participation in Problem Management representing Directory Synchronization and Collaboration Services. Participation in Health and Risk Assessment;
9. Providing SME expertise and input to support Service Design and Service Transition related activities;
10. Provide inputs to Service Delivery and Service Improvement Plans as an SME
11. Execute periodic Service Quality Controls, identifying the slow steps and feeding this into Service Improvement Plans, coming up with processes, procedures and technical solutions (automation, scripting, etc...) to improve the perception and quality of the given services.
12. Stays abreast of technological developments relevant to the area of work; as well as staying aware of the technologies that can be integrated or used together to create added value for the customer.
13. Deputize for higher grade staff if needed;
14. The incumbent may be required to perform a similar range of duties elsewhere within the organisation at the same grade without there being any change to the contract;

Skills, Knowledge and Experience:

1. Required Education and Experience:
 - a. A Master of Science (MSc) degree at a nationally recognised/certified University in Computer Science and 2 years post-related experience;
 - b. Or a Bachelor of Science (BSc) degree at a nationally recognised/certified University and 4 years post related experience;

Annex C1-A – Bidding Scenario Market Place 1 Sub Lot A

- c. Or exceptionally, the lack of a university/college degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency; that is, at least 10 years extensive and progressive expertise in the duties related to the function of this post with the corresponding duties of this grade;
- At least two years of experience in all Lifecycle aspects of Information Systems to achieve effective system development and deployment;
- Knowledge of architectural design as applied to computer systems (eg PPDIO, Fluent or Inclusive Design, system design, etc.);
- Broad and sound technical knowledge and experience in distributed Information Systems as they are applied to the modern management information and Command and Control Information Systems;
- Sound practical experience in the management, design, implementation, support, testing and maintenance of Microsoft Exchange Server's and Microsoft Skype for Business Server's related client applications;
- Knowledge and experience related to design, implementation, operation, maintenance, support, configuration and administration of Microsoft Exchange Server and Microsoft Skype for Business Server (including high availability features);
- Broad and sound technical knowledge and experience in PowerShell Scripting mostly concentrated on MS Exchange Server, MS Skype for Business Server and MS Windows Server;
- Broad and sound technical knowledge and experience in monitoring and reporting Microsoft Exchange Server and Microsoft Skype for Business server service availability and performance (SCCM, SCOM or SolarWinds based);
- Broad and sound knowledge and experience in tools used to secure the mail flow on Microsoft Exchange Server including antivirus solutions, IDS/IPS solutions, and related software/hardware;
- Basic knowledge of TCP/IP and OSI Layer 7 protocols like SMTP, HTTP, HTTPS, DNS, SIP, STUN, LDAP and RPC;
- Working knowledge of ITIL v3/v2011 Incident Management, Service Request Fulfilment processes and Continual Service Improvement stage.
2. Desirable Experience and Education:
- a. Advanced/Graduate degree in a field related to the function of the post;
 - b. Sound knowledge or experience in general on shell scripting, Python, bash, ASP and JavaScript;
 - c. Microsoft Windows Server certifications (MCSA, MCSE, MCP);
 - d. Prior experience of working in an international environment comprising both military and civilian elements; (please delete if not applicable);
 - e. Prior experience in a Quality Management System (eg ISO 9001)
 - f. Prince2 Foundation Certificate;
 - g. Familiarity with Agile or Lean Management;
 - h. Familiarity with DevOps model and working based on that model;
 - i. Prior experience of working in an international environment comprising both military and civilian elements; (please delete if not applicable);
 - j. Knowledge of NATO responsibilities and organization, including ACO and ACT

Other requirements:

The candidate will:

1. Have a NATO SECRET Clearance

MARKET PLACE 1 TASK ORDER N

Job Description for: VTC Engineer

Locations: NCIA – NDW – Mons

Responsibilities and duties:

1. Provide 3rd level incident support for static and deployable VTC infrastructure through ITSM ticketing system
2. Work on work order requests
3. Be prepared to do on-call support during out of business hours on a rotation basis
4. Be prepared to work outside of business hours if required
5. Ensure that on VTC elements, routine maintenance is performed
6. Performs VTC infrastructures configuration and maintenance activities for all NATO exercises and missions
7. Travel may be required
8. Any other duties required

Skills, Knowledge and Experience:

1. Skills:
 - a. Very good working experience of/with protocols: H.323, SIP, SIPoTLS, HTTP, HTTPs, SSH, Telnet, DNS, SMTP, API, NTP, SNMP;
 - b. Very good knowledge with video and/or voice applications, such as call control, provisioning, topologies, session border controller, multipoint conferencing, recording and streaming;
 - c. Good knowledge about Microsoft AD, Exchange;
 - d. Good knowledge about PKI;
 - e. Good knowledge of virtualized infrastructure environments including vSphere software;
 - f. Good knowledge about Routed Network Environments and Switching Network Environments;
 - g. Experience in documentation of solutions, maintaining user / administration guides and step-by-step instructions;
 - h. Very good English (oral and written);
 - i. Practical experience in the use of modern concepts and accepted industry standards for configuration management.
2. Desirable Skills:
 - a. Very good knowledge on Poly and Cisco video infrastructure;
 - b. Familiar with a multi-national work environment;
 - c. Industry Certification from Cisco: CCNA – Collaboration;
 - d. Industry Certification from VMware: Hyperconverged Infrastructure;
 - e. Industry Certification from Cisco: CCNA;
 - f. Good knowledge on common monitoring solutions, e.g. nGeniusOne, CA Spectrum.

Annex C1-A – Bidding Scenario Market Place 1 Sub Lot A

3. Expected practical expertise:
 - a. worked in a network operation center or service desk function with customers and user contact
 - b. worked in network environment areas with Video and Voice infrastructure
4. Qualifications:
 - a. Certified Video Engineer, e.g. Poly Certified Video Engineer or CISCO Certified Network Associate Video (CCNA Video) or equivalent industry certification

Other requirements:

The candidate will:

Have a NATO SECRET Clearance but needs to be elevated to COSMIC TOP SECRET during the first year of the contract

MARKET PLACE 1 TASK ORDER O

Job Description for: Project Manager - NSIP

Locations: NCIA – NDW – The Hague

Responsibilities and duties:

1. Manage projects, typically (but not exclusively) involving the development and implementation of business processes to meet identified business needs, acquiring and utilising the necessary resources and skills, within agreed parameters of cost, timescales, scope and quality.
2. Specialization in Enterprise and Service
3. Management:
 - a. Assume full responsibility for the definition, documentation and satisfactory completion of projects, assesses and manages risks to the success of assigned projects;
 - b. Ensure realistic project and quality plans are prepared and maintained and provides regular and accurate reports to stakeholders as appropriate;
 - c. Ensures Quality reviews occur on schedule and according to procedure
 - d. Manages the change control procedure, and ensures that project deliverables are completed within planned cost, timescale and resource budgets, and achieve successful approval from Project Boards;
 - e. Provides effective leadership to the project team, and takes appropriate action where team performance deviates from agreed tolerances
 - f. Provide Project Management support and expertise for multiple projects funded by the NATO Security Investment Program (NSIP), including but not limited to the following:
 - i. initiation of new NCI Agency projects and management of these in accordance with Agency policy;
 - ii. generation, submission, tracking and defending Requests for Advanced Planning Funds (APF) for new projects;
 - iii. providing support, guidance and management expertise for NSIP projects for task definition, planning and execution, project data entry and tracking using approved Agency methodology (e.g., Microsoft Enterprise Project Management Applications);
 - iv. prepare presentation materials for project reviews;
 - v. provide project liaison and coordination internally and externally, in meetings and correspondence with Agency directorates and service lines and with NATO HQ International Staff (IS) and International Military Staff;
 - vi. provide quarterly (minimum) status reports on the project finances, schedule, milestones and plans.

Skills, Knowledge and Experience:

1. Minimum of 6 months experience within NATO / NCIA as a , Knowledge & Experience: Project Manager with at least 3 CIS related projects;

Annex C1-A – Bidding Scenario Market Place 1 Sub Lot A

2. Experience in performing all aspects of project management functions including: the definition of requirements, project and funding authorisation, acquisition, testing, acceptance, fielding, supporting, training, schedule management, integrated project reviews;
3. PRINCE 2 Foundation and Practitioner Certified or other Program Management qualification, such as PMP. The lack of formal qualifications can be compensated by the demonstration expertise and experience in the domain;
4. Experience and knowledge of Managing Successful Programmes;
5. Experience and knowledge of Management of Risk principles;
6. Experience and knowledge of Microsoft EPM;
7. Experience and knowledge of Microsoft Project.

Other requirements:

The candidate will:

1. Have a NATO SECRET Clearance

Annex C1-B – Bidding Scenario Market Place 1 Sub Lot B

Deliverables Type Requirements

MARKET PLACE 1 TASK ORDER P

STATEMENT OF WORK

JTS/FAST Database Analyst

NCI Agency, The Hague

C2 Service Line

INTRODUCTION

The NATO Information and Communication Agency (NCI Agency) located in The Hague, The Netherlands, is currently involved in the development of new capabilities for NATO as well as in the support of existing capabilities. In the light of these activities, the Command and Control Centre is looking for **ONE** Database Analyst.

More specifically, the work will support the full software development cycle of the NATO Joint Targeting System (JTS) and Functional Area Services for dynamic and time sensitive Targeting (FAST).

OBJECTIVE

The main objectives of this statement of work can be summarized as follow:

- Provide the analysis of the current database implementation used by JTS/FAST and the identification of the best solution for its possible replacement using another COTS, preferably Open Source.

SCOPE OF WORK

Under the direction/guidance of a solution architect and test director, the database analyst will analyse the current Oracle RDBMS architecture, the way it's used and implemented, providing a detailed analysis on the possible alternatives. This includes the following activities:

- Analyse the current Oracle implementation.
- Define a list of possible alternatives to Oracle, considering the following aspects:
 - Compatibility with current architectures.
 - Need to minimize software changes.
 - Scalability, supportability, performance.
 - Security and vendor patching life cycle.
 - Attitude to containerization and compatibility with Kubernetes.

Annex C1-B – Bidding Scenario Market Place 1 Sub Lot B

- Attitude to automatic deployments.
- Develop/update the analysis study and supporting documentation.
- As feasible, provide identified solution existing examples or develop locally a proof of concept.
- Attend virtual and in-person meetings.
- The development/testing work will be carried out accessing on site engineering/test facilities in the laboratories at NCI Agency The Hague. These facilities consists of all necessary development platforms, servers, web servers, etc. to support development and testing. The contractor shall update the status of the JTS/FAST analysis tasks in Jira. Work will be conducted locally in The Hague in JTS/FAST development lab.

The contractor will be part of a team (project manager, technical lead, software developers, etc.) geographically distributed and will work using an Agile and iterative approach using multiple sprints.

DELIVERABLES AND PAYMENT MILETONES

The following deliverables are expected from the work on this statement of work:

#	Deliverable	Quantity	Payment Milestones
01	Sprints for JTS/FAST Oracle RDBMS replacement study.	3	After each sprint completion

Each sprint is planned for a rough duration of 3 weeks with an average 38 hours per week.

COORDINATION AND REPORTING

The contractor shall participate in daily status update meetings, done in person and via electronic means using Conference Call capabilities.

The contractor shall submit the certificate of acceptance of sprint (see Annex A) within a week after the completion of the sprint.

SCHEDULE

This task order will be active immediately after signing of the contract by both parties.

The work shall be completed within 3 months from Contract Award (CAW).

CONSTRAINTS

All the documentation provided under this statement of work will be based on NCI Agency templates or agreed with project point of contact.

All scripts, documentation and required code will be stored under configuration management and/or in the provided NCI Agency tools.

PRACTICAL ARRANGEMENTS

The contractor is expected to work on site. Limited work off-site can also be arranged with the project manager.

There may be required to travel to other sites within NATO for completing these tasks. Travel expenses will be reimbursed to the individual directly (outside this contract) under NATO rules.

This work must be accomplished by **ONE** contractor. In the event the contractor leaves during the contract period, he or she shall be replaced by a new contractor who has the required qualifications and is acceptable. Normal NCI Agency Terms and Conditions apply.

The contractor will work under NCI Agency contract. They will work on-site accessing the laboratories at the NCI Agency as a member of the Command and Control Centre under the supervision of the JTS/FAST Product Owner or delegated staff.

QUALIFICATIONS

The consultancy support for this work requires a database analyst / system engineer with the following qualifications:

1. The candidate has relevant and recent experience in Open Source and commercial database solutions and architectures.
2. The candidate has relevant and recent experience in Oracle RDBMS deployments and architectures.
3. The candidate has relevant and recent experience in using Oracle LINUX and/or Red Hat RHEL as OS for the database deployments.
4. The candidate has relevant and recent experience in deploying database solutions in microservices and using Kubernetes (K8S).
5. The candidate has relevant and recent experience in working with a software development team.
6. The candidate has relevant and recent experience in documenting source code, design architectures and technical documentation.
7. The candidate is able to speak and write fluent English since the work is conducted in English
8. The candidate has a NATO SECRET security clearance, provided by the national security organization valid at the time of submission of the bid covering the period of the requirement.
9. The candidate must have the nationality of one of the NATO nations.

Practical experience in the following areas is also desired:

1. The candidate has relevant and recent experience in verifying functional and non-functional requirements (e.g. development and execution of test cases, test data, etc.).

Annex A

CERTIFICATE OF ACCEPTANCE

The following item(s) have been accepted for the purposes of this contract

Contract Reference Number	PO xxxxxxxx
Client	NCI Agency
Personnel	Name of contractor
Deliverable	Sprint # (+ list of JIRA items worked on)
Delivery Date	To be filled by contractor
EBA Receipt Number	To be filled by Resource Manager

Contractor Name, Signature & Date

Resource Manager's Signature & Date

MARKET PLACE 1 TASK ORDER Q

STATEMENT OF WORK

Engineering Support - Client Deployment Services

PURPOSE

The statement of work describes the work to be contracted for software and work position deployment services, which will be executed by a contractor under the NATO Communications and Information Agency (referred to as NCI Agency or “the Purchaser” hereafter) technical guidance and oversight.

BACKGROUND

The NCI Agency executes various projects, which deliver large quantity of new end user equipment consisting of laptop and workstation kits (detailed kit description is described in section 12 below). This new equipment need to undergo through additional steps of unpacking, installing a defined image, installation of the equipment at the user’s desk and successful connection to the respective network.

SCOPE OF WORK

The work consists of five distinct work packages:

1. Local logistical support (i.e. removing devices from delivery pallets and placing into temporary local storage, assisting with asset and configuration management activities)
2. Deployment of client device baseline, provided by the Purchaser
3. Assembly of end user equipment at user’s desk
4. Configuration, testing and connection of the device to the network
5. Removal of previous workstations and peripherals from the desk, sanitizing classified items, and supporting local logistics

1.1. LOCAL LOGISTICAL SUPPORT

The Contractor(s) shall perform at a minimum the following activities:

- A) Breaking down of pallets and relocation of devices to be placed into temporary storage
- B) Assistance with asset and configuration management activities (i.e. capturing asset details, recording these and passing these onto CSU staff, in accordance with local guidance). PLEASE NOTE - Asset tagging of workstations/laptops will be completed by NCI Supply Chain (CSCS) prior to delivery to the local CSU site.

1.2. DEPLOYMENT OF CLIENT DEVICE BASELINE

The contractor shall deploy the provided **CLIENT DEVICE BASELINE** and only the provided client device baseline on the laptops and workstations in scope. The contractor shall execute at a minimum the following activities:

- A) The Contractor shall integrate the software packages provided by the NCI Agency
- B) The baseline shall contain only the components provided by the NCI Agency and no other components regardless of their nature (e.g. drivers, settings, applications, scripts, firmware, BIOS) are permitted.

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- C) Physical inspection of the hardware items for visible damage (screen broken, etc...) and will not deploy the baseline in case of any physical damage this is to be immediately reported to the local CSU staff.
- D) Configuration of BIOS settings as provided by NCI Agency prior to the deployment of the baseline.
- E) Deploy the **CLIENT DEVICE BASELINE** to the laptops and workstations.
- F) Ensure that the deployment for each device has been completed free of any errors or defects and produce and provide a log/report for each hardware asset.

1.3. ASSEMBLY OF END USER EQUIPMENT AT USER'S DESK

The Contractor(s) shall perform at a minimum the following activities:

- A) Unpack and disposal of packaging of all the end user equipment in scope MARCOM (CSU Mons areas).
- B) Assemble the end user equipment following the manufacturers' guidance and NCI Agency (specifically CSU staff) direction (e.g. minimum required distance from other equipment, etc.) using the cables provided with the equipment. The installation will follow NATO EMSEC, physical security policies and installation standards, this information will be provided by the Agency to the contractor at least 10 working days prior to arrival onsite.
- C) Connect the end user equipment in a fully functional work position, including existing workstation/laptop peripheral equipment where applicable (e.g. KVM switches, media converters, etc.) and cabling (not including printers or label writer devices).
- D) Assistance with asset and configuration management activities (i.e. capturing asset details, port numbers and desk configuration, recording these and passing these onto CSU staff, in accordance with local guidance).
- E) Perform functionality tests showing all the equipment is connected as required (e.g. monitor, keyboard, mouse, and network LED indicator activity), complete and provide a checklist report for each work position.

1.4. CONFIGURATION AND CONNECTION TO NETWORK

The Contractor(s) shall perform at a minimum the following activities:

- A) Ensure the equipment is connected to the correct network classification.
- B) Under the direction of NCI Agency technical staff, ensure the logical computer names are configured as required.
- C) Using provided credentials, join the laptops and workstations to the respective network domains.
- D) Perform functionality tests (e.g. login with a temporary account) that ensure the previous steps in this work package are completed successfully. Produce and provide a report/checklist for each laptop and workstation.

1.5. REMOVAL OF PREVIOUS WORKSTATION & PERIPHERALS

The Contractor(s) shall perform at a minimum the following activities:

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- A) Removal and relocation of previously installed equipment into temporary storage as directed by local CSU staff
- B) Capturing asset details for disposal activities by CSSC
- C) Assisting with device sanitization activities (i.e. removal of HDD, etc)
- D) Assisting with CSU Mons staff with activity related local logistics tasks

RESOURCE NEED, EQUIPMENT TYPE AND QUANTITY PER LOCATION

The type of kits and quantities per locations are as follows:

Entity	Location	Equipment	Quantity
SHAPE	Mons, Belgium	NS Workstations and peripherals	1,140

- A) The Technical Contractors will be required to work on-site at SHAPE, Mons, Belgium
- B) The task should be developed by a minimum of 6 technical Contractors.
- C) The first 900 workstation Kits are to be deployed before **CAW + 3 Months**
- D) The remaining kits are to be deployed before **CAW + 1 Month**

QUALIFICATIONS

For the tasks under this task order, we require the Contractors to have the following qualifications:

- A) Higher vocational training in a relevant discipline with 2 years post-related experience. Or a secondary educational qualification with 4 years post-related experience;
- B) Formal technical or professional certification, complemented with training in network management, system monitoring, software packaging and/or software development or equivalent through extensive professional experience
- C) Very good general working knowledge of IT hardware and auxiliary computer equipment, such as printers and scanners
- D) Experience of Configuration Management and Service Asset Management
- E) Prior experience of working in an international environment comprising both military and civilian elements
- F) Recent experience with NATO Secret/Unclassified systems, particularly with imaging, set-up, and desk deployments.
- G) Minimum of Valid NATO Secret clearance is required

OBLIGATIONS

- H) The Contractor shall undertake the work at the agreed delivery location. This requires access to SHAPE, subject to additional rules and procedures. In order to carry out the work the Contractor shall provide technicians who hold at a minimum valid NATO Secret personal security clearances. The security details of personnel are to be provided to the site at least 2 weeks prior to work commencing.
- I) The Contractor shall undertake the work in line with the site implementation plan, to be agreed with local NCIA staff and the end-user organization, SHAPE. The Contractor shall have the ability to contribute to the development of the plan.

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- J) The Contractor shall ensure confidentiality, integrity and availability of the artefacts entrusted by the Purchaser at all times including but not limited to documentation, manuals, guides, procedures, software components, installation media, binaries, scripts, etc.
- K) To be onsite and complete the following working hours in two shift patterns
- Monday to Thursday, 07:00 - 16:00 and Friday 07:00 - 14:30
 - Monday to Thursday, 10:00 - 19:00 and Friday 08:30 - 15:30
- Any changes to these working hours will need prior local approval before proceeding.
- L) The Contractor shall not modify the client device baseline and shall only deploy it at the request of the NCI Agency on NCI Agency assets.
- M) The contractor shall protect the hardware assets (e.g. laptop, docking station, workstation) from any unauthorized modifications at all times.
- N) The Contractor shall only connect the hardware assets of the NCI Agency to the standardized deployment solution preventively approved by the NCI Agency.
- O) The Contractor shall not connect the hardware assets to any network with the exception of the one specified in bullet point D) above, either wired or wireless, or hardware equipment at all times without the prior explicit approval from the NCI Agency. Should The Contractor identify that such an event has occurred or is reasonable to accept that it has occurred. The Contractor shall isolate the hardware assets confirmed and suspected to have been connected and seek immediately further guidance from the NCI Agency.
- P) The Contractor shall not connect unauthorized peripherals of any kind and via any interface to the hardware assets at any time and for any reason. If The Contractor identifies such an event has occurred or is reasonable to accept that have occurred, The Contractor shall isolate the confirmed and suspected hardware assets and seek immediately further guidance from the NCI Agency.
- Q) The NCI Agency hardware assets should be handled separately from any other non-NATO asset
- R) The Contractor shall ensure traceability of each asset during the deployment process.
- S) In any suspected or confirmed security (including cybersecurity) incident regardless of the scope and impact, the Contractor shall notify the Purchaser and stop any activities under this SoW until further guidance from the NCI Agency (e.g. in case of physical/cyber breach).
- T) Prior to arriving on site, it is understood that The Contractor will need to carry out and have in place for their staff the appropriate risk assessments. Also the local CSU will perform a full Health & Safety induction on the first day, the contractor is expected to attend, to give their full attention and confirm they have understood the brief.

CONTRIBUTION OF NCI AGENCY

NCI Agency will provide the following:

- A) Provide an onsite Health & Safety induction brief and site familiarization brief.
- B) The desired BIOS configuration for each kit type (laptop or desktop/workstation) and per hardware model.
- C) The software components of the client device baseline including any specific configuration. This includes operating system, software applications, driver packs, BIOS. Any licenses, subscriptions, rights to use and similar rights and permissions applicable to the software

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packages remain property of NCI Agency and shall not be considered as transferred in any way whatsoever.

- D) Requirements and forms for access to SHAPE subject of performance of works under this statement of work.
- E) End user equipment, network cables, Wi-Fi and functional network to enable devices connection to the network(s).

TESTING AND ACCEPTANCE

- A) The Purchaser shall verify and validate all deliverables supplied by the Contractor and ensure they meet the requirements of this Contract. Both fitness-for-use and fitness-for-purpose will be assessed.
- B) The Contractor shall support Purchaser led Validation activities to confirm that the solution is fit for purpose. Upon equipment delivery NCI Agency reserves the right to perform, at site, sample checks up to 100% of the devices and work positions in scope before acceptance of the work.

HANDOVER

When testing and acceptance activities are deemed completed by NCI Agency, a report listing all the devices and/or work positions being handed over is signed by each party, which will complete the handover process.

DELIVERY SCHEDULE AND KEY PERFORMANCE INDICATORS

For each of the work packages defined above, the Contractor shall meet or exceed the following key performance indicator:

- The first 900 workstation Kits are to be deployed before **CAW + 3 Months**
- The remaining kits are to be deployed before **CAW + 4 Months**

PAYMENT SCHEDULE

Linked deliverables	Payment	Invoice submission Deadline
The first 900 workstation Kits are to be deployed before CAW + 3 Months	80% of total cost	CAW + 3 Months
The remaining kits are to be deployed before CAW + 4 Months	20% of total cost	CAW + 4 Months

DELIVERABLES

The deliverables of this statement of work are described for each work package as follows:

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Work package “1. LOGISTICAL SUPPORT” Removal of new workstation from delivered pallets and protective boxes/packaging and moving the workstation and peripherals to temporary storage ready for the next phase. Also assisting with asset and configuration tasks (capturing asset information and listing this, etc)

Work package “2. DEPLOYMENT OF CLIENT DEVICE BASELINE” delivers a laptop or desktop/workstation device which is installed with the provided by the NCI Agency client device baseline.

Work package “3. ASSEMBLY OF END USER EQUIPMENT AT USER’S DESK delivers a fully assembled and operational work position with all the peripherals in scope of the work.

Work package “4. CONFIGURATION AND CONNECTION TO NETWORK delivers a client device (laptop, desktop or workstation) which is connected to the target network domain with the correct computer name and allows basic operations such as login with a test domain account.

Work package “5. REMOVAL OF PREVIOUS WORKSTATION & PERIPHERALS” removal of replaced workstation, removal of HDD from the device, capturing and listing the asset information and placing the workstation and peripherals into temporary storage ready for onwards transportation to CSSC Brunssum.

GLOSSARY

1.6. CLIENT DEVICE BASELINE

The client device baseline consists of:

- A) BIOS settings
- B) Operating system
- C) Hardware model specific drivers
- D) Hardware-specific administration tools
- E) Office productivity suite
- F) Primary browser
- G) Endpoint security suite

1.7. WORKSTATION/DESKTOP KIT

The workstation/desktop kit consists of the following items:

- A) Desktop/Workstation
- B) Monitor
- C) Keyboard
- D) Mouse
- E) Headset
- F) Webcam

All the equipment bundle shall have the TEMPEST level certification which is TEMPEST level A, B & C (the TEMPEST level will be determined by the location on SHAPE).

1. CONTRACTOR'S PERSONNEL AND SECURITY REQUIREMENTS

The technicians performing the work activities shall be skilled to complete the following tasks:

- Install and configure for use, COTS software on workstations/laptops
- Install and configure network client software on workstations/laptops
- Configure upon request, local server software and configure special peripheral devices.
- Create, maintain and troubleshoot workstation/laptop issues
- Prepare software packages for automatic deployment
- Test software for dependencies prior to installation
- Contribute to IT Security compliance and remediation

All the Contractor's staff that will in contact with the equipment, to include the time during and after which devices are imaged, shall be security cleared to NATO Secret level.

MARKET PLACE 1 TASK ORDER R

Statement of Work

Business Continuity Plan Assessment

The NCI Agency currently maintains a small team that coordinates both Crisis Management and Business Continuity across the Agency

There is currently a Business Continuity Management System in place with a set of Business Continuity documentation (Policy, Planning, Exercise Plan, Maturity Matrix, Business Impact Assessments, Community of Practice online Portal), an overarching Agency-wide Business Continuity Plan and approximately 30 templated and coordinated subordinate plans in place to ensure continued operations under various conditions across the agency’s functional and business areas.

NCI Agency asks for proposals to review the BCMS and the associated documentation and plans, and perform a detailed assessment to determine if they are appropriate and in line with NATO and Industry best practice, and make recommendations on their improvement to raise the Business Continuity Maturity level of the Agency.

Steps and Deliverables

Step 0: Project Initiation & Kickoff	<ul style="list-style-type: none"> ○ Updated project plan and timelines ○ Receive access to current BCMS, BC documentation and plans
Step 1: Analyze Current Business Continuity Plans	<ul style="list-style-type: none"> ○ Analyze current BCMS, BC documentation and plans across the Agency
Step 2: Provide detailed assessment on the current state of BC planning across the Agency and provide recommendations as to the overall approach as well as any specific areas of improvement, and resource assessment, on the plans	<ul style="list-style-type: none"> ○ Develop a detailed implementation plan and resource assessment for improvements to the Agency BCMS maturity.

MARKET PLACE 1 TASK ORDER S

SharePoint Engineer Services

Statement of Work

Introduction

The Content Platforms Services (CPS) Group of the NATO Digital Workplace (NDW) Programme, amongst the NATO Information and Communication Agency (NCI Agency) located at SHAPE (Mons) in Belgium, is currently involved in the operation and maintenance and continual service improvement of the existing capabilities of the IKM Tools, like the NATO Information Portal, the Enterprise Document Management System and the Tasker Tracker Plus.

Due to the amount and complexity of requests/tasks, related to the IKM Tools, the CPS Group is looking for a SharePoint Engineer specialised in SharePoint-based Applications, such as the Enterprise Document Management System, the Tasker Tracker Plus and the NATO Information Portal.

Objectives

The objectives of this statement of work is to provide an IKM Tools SharePoint Engineer for the Content Platforms Services (CPS) of the NATO Digital Workplace Programme, which are described within the Responsibilities/Duties below.

Scope of the work

The scope of this work under this task order composed of the following work packages and duties:

Coordination

This work package encompasses the coordination of all the activities linked to all work packages in this document.

The contractor shall participate in a kick-off meeting within five working days after the signing of this contract. This will be a one-day meeting at the purchaser's facilities in Braine L'Alleud/Belgium, or electronically. The contractor will provide email minutes containing at least decisions and actions decided during the review.

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During the kick-off meeting, the purchaser and contractor will agree on the effort of the items listed below.

The contractor shall participate in an intermediate review meeting halfway through this contract. This will be a one-day meeting at the purchaser's facilities, on the premises of the purchaser (Braine L'Alleud /Belgium), or electronically. The contractor will provide email minutes containing at least decisions and actions decided during the review.

The selected workforce of the contractor shall provide remote status updates via electronic means at least on a weekly basis and when believed necessary.

Responsibilities/Duties

- **Support and Improvement**

- Operation and Maintenance of the IKM Tools (NATO Information Portal, Enterprise Document Management System and Tasker Tracker plus) and the Project Implementation Tracking Tool instances across the NATO networks
- Troubleshooting and fixing of issues related to the Applications listed above
- Installation & rollout support of IKM Tools+ if required
- Migration of demanded NIP, EDMS and TT+ applications
- Creation of PowerShell Scripts
- Creation of C# code using the SharePoint object model
- Designing medium and large enterprise SharePoint environments, to accommodate the IKM Tools and the PITT
- Support in improving the IKM Tools
- Active Directory Federation Services and Claims provider support, related to the IKM Tools.
- Support in the replication activities of the IKM Tools.
- Improving and supporting the search engine of the IKM Tools.
- Maintaining High availability ADFS capabilities.

- **Approved Service Interruptions**

- Assist the Change Coordinator during the Approved Service Interruption process on the IKM Tools related interruptions.

- **Reporting**

Annex C1-B – Bidding Scenario Market Place 1 Sub Lot B

- Track development tasks, ITSM reports and liaise with the responsible Service Delivery Manager

- **Documentation**
 - Creation of technical and user guides and documentations and doing Quality Assurance with the related staff
 - Visualizing content in how-to videos, creating training material and how-to guides
 - Creating of PowerPoint slides
 - Act as the Document Controller to guarantee the completeness (i.e. checking that every document has been produced), quality (i.e. checking formatting and compliance with templates) and archival (i.e. checking that every document has been archived in the right place) of the documents produced by CPS. Maintenance of the existing documentations and adjustments, during the whole life cycle of the product.

- **Meetings/Demonstrations**
 - Attending on the Sprint meetings with the internal staff and the customers
 - Assist the Service Delivery Managers/Service Area Owner to prepare presentations and demonstrations, related to the IKM Tools.

Qualifications

For this consultancy we are looking for experienced SharePoint Engineer, incumbents who can be productive from the start and who have proven knowledge and experience of the IKM Tools. The related labour requires the following qualifications:

Language

- Both oral and written communication in this job are conducted in English. The consultants shall be fluent in English corresponding to standard 3333 (listening, speaking, reading and writing).

General education

- A higher secondary education and completed higher vocational training leading to a formal or professional certification with a three-year function related experience OR a secondary education and completed advanced vocational

Annex C1-B – Bidding Scenario Market Place 1 Sub Lot B

training leading to a professional qualification or professional accreditation with five years of post-related experience.

- TT+, NIP and EDMS Training Certificate

Essential Skills:

- Microsoft SharePoint 2013/2016/2019 proficiency
- Knowledge in SQL servers and Network technologies
- Knowledge on Virtual machines technologies.
- SME in the Tasker Tracker Enterprise, Enterprise Document Management System and NATO Information Portal Tasker Tracker Plus Applications
- Knowledge in ADFS Domain and SharePoint wise.
- Deep knowledge in developing SharePoint tools, using the SharePoint Object Model.
- Deep knowledge in PowerShell Knowledge in .Net
- Strong written and verbal communication skills with the ability to document and communicate across the teams.
- Ability to work in a team and share knowledge
- Ability to work effectively under pressure.

- **Security Clearance:** Minimum NATO SECRET clearance is required.

Schedule and practical arrangements

The contractor will be required to work normally on site. Under certain conditions (e.g. due to staff rotation during the COVID-19 crisis) and after the Purchaser's approval, the contractor will be allowed to work off site.

The vendor is expected to propose a period of performance of 1 year anticipating normal hours of service to be 8 hours per day, 5 days per week.

Deliverables:

- The service provider will provide weekly report to the related Service Delivery Managers of the NIP, EDMS and TT+ (belonging to the NDW CPS Group) on a weekly basis. The report shall include the progress of given Tasks.
- Technical and user guides as agreed during initial meeting.

Payment Details:

- Invoices will be submitted monthly, equivalent to 1/12th of the total value of the contract.
- Each invoice must be accompanied with an Agency signed CERTIFICATE OF ACCEPTANCE found at Annex A.

ANNEX A

CERTIFICATE OF ACCEPTANCE

The following item(s) have been accepted for the purposes of this contract

Contract Reference Number	PO xxxxxxxx
Client	NCI Agency
Personnel	Service provider
Deliverable	Attach listing of actions performed during the billing period
Delivery Date	To be filled by contractor
EBA Receipt Number	To be filled by Resource Manager

Contractor Name, Signature & Date

Resource Manager's Signature & Date

Annex C2 – Bidding Scenario

Market Place 2

MARKET PLACE 2 TASK ORDER A

STATEMENT OF WORK

ADVANCED TREASURY MANAGEMENT SOLUTION

N A T O U N C L A S S I F I E D

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1. General scope and project information

1.1. Introduction

The NCI Agency, herein further also referred to as the “Purchaser” has a need to improve Treasury Management functionalities in addition to existing Oracle E-business Suite functionalities with the following treasury objectives;

- The new features will strengthen internal controls including potential fraud prevention and operational risks. It will improve cash visibility, cash forecasting and enable more efficient cash management.
- Automation and digitalization of the processes to better manage the growing complexity of Treasury Management due to fast changing finance and banking conditions.
- Building contingency plans regarding the payment processes to ensure business continuity. Solutions should be compatible with Oracle e-Business Suite and may provide enhancements in Oracle e-Business Suite.

1.2.Project Management

1.2.1.Project manager

- The Contractor shall appoint a project manager (PM). S/he will be the technical point of contact throughout TMS implementation, training and follow-on maintenance (during standard and/or extended warranty).
- The PM shall attend all meetings, incl. the face to face demonstration. A deputy PM may be appointed. PM names and contact details are as stipulated in the Contract Special Provisions.

1.2.2.Face to face demonstrations

- The face to face demonstrations shall be held within 5 working days after the RFQ deadline and shall take place at the NCI Agency premises, Brussels HQ.
- The purpose of this demonstration is to address all questions in terms of practical execution of the software implementation. The Contractor shall provide based on their quote a draft solution, demo of all required functionalities, security, and a draft implementation schedule.

1.2.3.Labour

- The Contractor shall include all the resources needed to meet the contractual requirements as described in this SOW. All resources shall have the nationality from a NATO member country and be subject matter experts in their domain of the required competencies; they shall have the adequate experience and certifications to perform the job. Including but not limited to as described below:
 - Experience in implementing ERP/Oracle/ compatible Treasury systems, including installation, integration and testing (CVs of the proposed team),
 - Fluent Language skills: The work, both oral and written, is to be conducted mainly in English.

1.2.4.Laptop's and test environment

- All tools required to perform the required software implementation shall be specified in the quote,
- The Contractor shall be in the possession of all the required resources (including test environment) to perform all works as defined in this SOW.

1.2.5.Risk assessments and health and safety

- The Contractor shall and shall comply with all health & safety requirements set by National Legislation, by the Host Nation, by the local SHAPE authorities and/or any safety requirements set by the Purchaser.

1.2.6.Timeframes

- Face to face demonstration before TMS deployment shall be performed within one week after the RFQ deadline,
- Implementation shall start as soon as the Purchase Order is sent to the supplier. The Contractor shall provide a detailed execution planning one week before the start of the works.
- The Contractor shall indicate the completion of the implementation and UAT for Provisional Acceptance (PA) tests start date no later than 6 months after the signing of contract.

1.2.7.Engineering

- The Contractor shall do a full assessment of all the required installations and interfaces. The Contractor shall verify these on their inter-compatibility, communication and the accuracy of data transfers between new and existing modules and reporting functionalities.
- The Contractor shall elaborate their documentation (based on the TMS Flow and Screens) including communication with existing EBA Financial modules
- The deliverable will include the TMS documentation and off line training for all the stakeholders

1.2.8.Acceptance of the TMS module installation

Acceptance shall take place in two steps:

- a) Provisional acceptance and
- b) Final acceptance

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Step a) The Contractor will formally present the works notification for Provisional Acceptance (PA), in writing, to the Purchaser upon successfully pass the agreed UAT's within 6 months after the signing of the contract. The purchaser, upon receiving the notification, will schedule a final check with the contractor against all deliverables as detailed in the SOW and on agreed Annex 2, 'Acceptance checklist' for TMS system. Provisional Acceptance will follow a successful completion of the following:

- TMS as specified in this SOW have been successfully installed and tested by the supplier, on NCIA site.
- TMS Acceptance Tests performed (including integration with local EBA) to ensure it was properly installed and all functional parameters are met, as specified in the contractual requirements. All UAT shall be completed by the Contractor and approved by the Purchaser minimum of two weeks before the testing on site is scheduled
- PA for TMS includes a Burn-In test. The TMS shall operate without failures for a burn-in period of 96 hours and remedies of any issues or upgrade needs that arise during this time, are in the responsibility of the Contractor. The Contractor shall correct any major issues within one week after PA. If the issue is not resolved, the burn-in clock will be reset and resumes once the issue is resolved.

At the provisional acceptance, the Contractor shall present evidence that all conditions listed in this SOW have been met. A Provisional Acceptance (PA) observations sheet, shall record the log of all discrepancies raised during this inspection, with a statement on their required resolution and resolution timeline.

Step b) Final Acceptance (FA) inspection of the discrepancies and observations, listed at or after provisional acceptance:

- Will take place no later than one week after provisional acceptance. Final acceptance is subject to all discrepancies and observations being addressed and solved.
- Warranty will start upon Final Acceptance.

1.2.9.Security

- The Contractor shall be aware that on the SHAPE/NATO HQ compound, special security measures are applicable. The Contractor will be fully briefed on these measures and shall apply them very carefully during the implementation phase.

- Should the contractor and its personnel be in a possession of a NATO security clearance level “NATO Secret”, they might request access to the building without being escorted.

- If contractor’s staff do not hold a NATO SECRET Security Clearance, they are to be in possession of a valid Uittreksel uit het strafregister/ Extrait de casier judiciaire / Führungszeugnis for natural persons or comparable statements issued by another NATO member state and the contractor is not allowed to walk in the main building, without an escort.

- As any form of picture taking device is not permissible inside the compound, the contractor is requested to be in the possession of a cell phone without a camera device.

2.Scope Of Works - SOW

2.1.Functional requirements

2.1.1.Payments & Connectivity

Requirements ID	Requirement Area	Description	MoSCoW Priority
FIN_001	Payments & Connectivity	1 Complete connectivity solution for Oracle e-Business Suite, and a large global selection of financial institutions / Banks across NATO nations.	Must have
FIN_002	Payments & Connectivity	2 Omni-channel payment platform: Payments with multiple banks w/o need of different banking software applications 3	Must have
FIN_003	Payments & Connectivity	4 Real time integration, payments and reporting.	Should have
FIN_004	Payments & Connectivity	5 Bank connection: Host to host, ADI or Swift connections to the bank.	Must have
FIN_005	Payments & Connectivity	6 Possibility to retrieve and upload bank statements from various banks into Oracle e-Business Suite.	Must have
FIN_006	Payments & Connectivity	7 Bank account management, internal and manual payments with predefined conditions (signature hierarchy etc.)	Must have

2.1.2.Cash Management

FIN_007	Cash Management	8 Complete cash visibility with flexible cash position dashboards, historical and current balances per bank account, per currency, per bank, etc.	Must have
FIN_008	Cash Management	9 Calculation of bank and currency weight in our cash positions on a daily basis. Possibility to upload currency rates from ERP system in to TMS.	Must have
FIN_009	Cash Management	10 Overview of all accounts should be visible day by day throughout the year, automatically populated without intervention 11 12 Template example 13	Must have

			01-Jul-22	02-Jul-22	03-Jul-22	04-Jul-22	05-Jul-22	06-Jul-22	07-Jul-22	08-Jul-22	
		BC									
		BC EUR									
		BC NOK									
		BC GBP									
		BC USD WF									
		BC USD BNP Paribas									
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		32d Large									
		BC PRT									
		CITI BC									
		CITI IC									
		Cash in Transit USD									
		CA BC EUR									
		IC									
		IC EUR									
		IC NOK									
		IC GBP									
		IC USD									
		IC USD DEP									
		Cash in Transit USD									
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		EUR IC BC									
		NOK									
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		WF									
		CITI									
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		Amount in EUR equivalent									
		BNP									
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FIN_010	Cash Management	15	Daily movements per account should be available with fold and unfold options (with detailed movements, receipts and payments). Ability to choose the bank account to analyse in detail. The movement details will not take into consideration if the journal is Posted or not, all movements should be available regardless.								Must have
FIN_011	Cash Management	16	Daily figures should be available (even postings not yet completed)								Must have

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FIN_012	Cash Management	17	FX accounts should be available in both original currency and in Euro equivalent in desired format.	Must have
FIN_013	Cash Management	18	Categorisation of bank accounts per bank, per currency, per risk category (bank rating), per budget, etc. should be possible and user can ask for different sub-totals.	Must have
FIN_014	Cash Management	19	Total values per bank should be available and weight of each bank (as percentage of total value) in the total portfolio should be automatically calculated every day.	Must have
FIN_015	Cash Management	20	21 Based on different rules and conditions, interest cost and interest gain should be calculated on a daily basis. Certain banks have different conditions on different tranches of the bank balances for example up to 20m no negative interest, the amount between 20-50m has a different negative interest and over 50m has another rate applied. These calculations should be performed on a daily basis. Daily libor rates need to be entered (gathered) for certain bank accounts. Conditions may change frequently and tool should enable the user to make necessary adjustments as needed.	Must have
		22	Automated calculation of daily accrued interests per different bank accounts with different intervals and different interest rates applicable to each.	
		23		
		24	Some info must be registered in Bank accounts flexfields: <ul style="list-style-type: none"> • Interest rate for tranche 1 • Interest rate for tranche 2 • 1 Month USD Libor • USD Interest at BNPP • USD Interest at WF • 32DL Interest • USD Libor • USD Libor/Daily • USD Interest Earned at BNPP/Daily 	

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FIN_016	Cash Management	30	Cash statistics should be calculated automatically such as average cash balance throughout the month, maximum and minimum cash levels, and changes throughout the time. 'Statistics report' will show bank account balance, maximum, minimum and average balance, by PTD and YTD	Must have																																																																																																																																																																																																																																																																																
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FIN_017	Cash Management	32	Credit ratings per bank and bank cash portfolio should be available together with the total original and total Euro equivalent of the cash holdings per bank on a daily basis.	Must have																																																																																																																																																																																																																																																																																
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FIN_018	Cash Management	38 39 40 41	<p>Top 10 supplier payments, receipts on a monthly basis (in EUR equivalent). Top 10 report' will show the suppliers and customers that had the biggest Payment / Receipt in a specific period. Amounts in Functional currency.</p> <p>Template example</p> <table border="1"> <thead> <tr> <th rowspan="2">Rank</th> <th colspan="3">Payments</th> <th colspan="3">Receipts</th> </tr> <tr> <th>Supplier</th> <th>Period</th> <th>Functional Currency (In M)</th> <th>Customer</th> <th>Period</th> <th>Functional Currency (In M)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>aaaa</td> <td>May-22</td> <td>zzzz</td> <td>aaaa</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>2</td> <td>bbbb</td> <td>May-22</td> <td>zzzz</td> <td>bbbb</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>3</td> <td>cccc</td> <td>May-22</td> <td>zzzz</td> <td>cccc</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>4</td> <td>dddd</td> <td>May-22</td> <td>zzzz</td> <td>dddd</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>5</td> <td>eeee</td> <td>May-22</td> <td>zzzz</td> <td>eeee</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>6</td> <td>ffff</td> <td>May-22</td> <td>zzzz</td> <td>ffff</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>7</td> <td>gggg</td> <td>May-22</td> <td>zzzz</td> <td>gggg</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>8</td> <td>hhhh</td> <td>May-22</td> <td>zzzz</td> <td>hhhh</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>9</td> <td>iiii</td> <td>May-22</td> <td>zzzz</td> <td>iiii</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td>10</td> <td>jjjj</td> <td>May-22</td> <td>zzzz</td> <td>jjjj</td> <td>May-22</td> <td>zzzz</td> </tr> <tr> <td colspan="3">Total</td> <td>zzzz</td> <td colspan="3">Total</td> <td>zzzz</td> </tr> </tbody> </table>	Rank	Payments			Receipts			Supplier	Period	Functional Currency (In M)	Customer	Period	Functional Currency (In M)	1	aaaa	May-22	zzzz	aaaa	May-22	zzzz	2	bbbb	May-22	zzzz	bbbb	May-22	zzzz	3	cccc	May-22	zzzz	cccc	May-22	zzzz	4	dddd	May-22	zzzz	dddd	May-22	zzzz	5	eeee	May-22	zzzz	eeee	May-22	zzzz	6	ffff	May-22	zzzz	ffff	May-22	zzzz	7	gggg	May-22	zzzz	gggg	May-22	zzzz	8	hhhh	May-22	zzzz	hhhh	May-22	zzzz	9	iiii	May-22	zzzz	iiii	May-22	zzzz	10	jjjj	May-22	zzzz	jjjj	May-22	zzzz	Total			zzzz	Total			zzzz	Must have
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Total			zzzz	Total			zzzz																																																																																								
FIN_019	Cash Management	43	Full reconciliation capabilities that makes it easy to view prior-day and intraday postings	Must have																																																																																											
FIN_020	Cash Management	44	Enable following internal loans between budgets and apply interest rates to these internal loans.	Must have																																																																																											

2.1.3.Accounting and Compliance

FIN_021	Accounting and Compliance	45 46	Journal entries can be generated for all cash and liquidity models.	Must have
FIN_022	Accounting and Compliance	47	Bank-to- book reconciliation for monthly matching of bank actuals with uploaded accounting balances through automated Oracle e-Business Suite integration with the general ledger.	Must have

2.1.4.Cash forecasting

FIN_023	Cash Forecasting	48	Connectivity with Oracle e-Business Suite to generate and cumulate payment and receipt reports	Must have
FIN_024	Cash Forecasting	49 50 51 52	Forecasting tools should be available and this tool should enable the user to enter certain manual inputs based on certain rules (such as a transfer made from a 32 Days account can only be available in the other account in 32 days). This tool should gather data from AP payment file and provide ready for payment and not yet ready for payment (pending approval, 2-3 way match, etc.) amounts that would due at the moment of each our payment schedules. Different currencies have different payment schedules (certain days in a week). This report will show all Payments Forecast for the next days / weeks. Payments will be shown by currency. Template example	Must have

Currency	Ready For Payment?	Due Amount	1st Pay.	2nd Pay.	3rd Pay.	4th Pay.	5th Pay.	6th Pay.	7th Pay.	Total
			30-Jul-22	15-Aug-22	31-Aug-22	15-Sep-22	30-Sep-22	15-Oct-22	31-Oct-22	
EUR	No	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	txxx
	Yes		zzz	zzz	zzz	zzz	zzz			tzzz
	Total	ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	tttt
GBP	No		xxx	xxx	xxx		xxx			txxx
	Yes		zzz	zzz	zzz	zzz				tzzz
	Total		ttt	ttt	ttt	ttt	ttt			tttt
NOK	No		xxx		xxx					txxx
	Yes		zzz							tzzz
	Total		ttt		ttt					tttt
TRY	No									txxx
	Yes	xxx								
	Total	ttt								tttt
USD	No	xxx	xxx	xxx	xxx	xxx	xxx			txxx
	Yes		zzz	zzz	zzz					tzzz
	Total	ttt	ttt	ttt	ttt	ttt	ttt			tttt

53
54

FIN_025 Cash Forecasting

55 This information should be integrated in to the cash forecast allowing manual intervention and simulation based on different scenarios. There should be an availability of the AR report integrations as well enabling certain formulation such as a percentage of receivables expected to be receipt, etc. This report will show the currency Balance Forecast for the next day / weeks. It will allow the manual user input for Outflow and Inflow. The user will have also the possibility to indicate a receivables percentage (%).

56

57 Template example

58

Must have

Currency	Type Flow	Receipt %	Due Amount	N	N+1	N+2	N+3	N+4	N+5	N+15	N+30	Total	
-	EUR	80%											
	Payment		- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	bxxx
	Receipt		zzz	zzz	zzz	zzz	zzz	zzz	zzz	zzz	zzz	zzz	tzzz
	Manual OutFlow		- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	tkkk
	Manual InFlow		uuu	uuu	uuu	uuu	uuu	uuu	uuu	uuu	uuu	uuu	tuuu
	Total		ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	tttt	
-	GBP	80%											
	Payment		- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	- xxx	bxxx
	Receipt		zzz	zzz	zzz	zzz	zzz	zzz	zzz	zzz	zzz	zzz	tzzz
	Manual OutFlow		- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	- kkk	tkkk
	Manual InFlow		uuu	uuu	uuu	uuu	uuu	uuu	uuu	uuu	uuu	uuu	tuuu
	Total		ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	tttt	
+	NOK												
	Total		ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	tttt	
+	TRY												
	Total		ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	tttt	
+	USD												
	Total		ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	ttt	tttt	

59
60

FIN_026

Cash
Forecasting

61 The ability to use historical data and projected data coming from the ERP subledgers to be utilized in cash flow forecasts.

62

Must have

2.2.Non Functional Requirements

Requirements ID	Requirement Area	Description	MoSCoW Priority
NONFUNC_001	Access Management	63 The access levels and related authorizations will be defined and parametrized during implementation.	Must have
NONFUNC_002	Audit	64 Archive of all transactions with signatures should be available.	Must have
NONFUNC_003	Security	The complete transfer flow of the data between banks and Oracle e-Business Suite should be encrypted.	Must have
NONFUNC_004	Security	Application logging - enhanced application logging for compliance requirements.	Must have
NONFUNC_005	Compatibility	The solution should be compatible with all Oracle E-Business suite 12.X versions	Must have
NONFUNC_006	Reliability	Incoming and outgoing transfers should be able to be reprocessed after solving the issue with a minimum of manual interventions	Must have
NONFUNC_007	Technical Configuration	Possible to integrate with the eiPaas platform being used.	Should have
NONFUNC_008	Technical Configuration	Preferably no additional hardware to keep the total cost of ownership down	Should have

N A T O U N C L A S S I F I E D

IFB-CO-115796-AAS+
Book 1 – Bidding Instructions

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NONFUNC_009	Technical Configuration	User or Management interface should be web based.	Should have
NONFUNC_010	Security	All data flows should be always initiated and controlled from the high side (NATO network)	Should have
NONFUNC_011	Capacity	No major impact on actual resources regarding data capacity and processing resources needed for reporting	Should have
NONFUNC_012	Technical Configuration	The standard Oracle API's should be used for integrations	Should have
NONFUNC_013	Technical Configuration	Possible standard path to a cloud based solution if it exists.	Should have
NONFUNC_014	Technical Configuration	Application must be server based.	Must have
NONFUNC_015	User Support	65 Help desk / call center, available for user support during the working hours	Should have

2.3.Maintenance (to include warranty)

- The Contractor shall provide maintenance for software and all hardware provided as part of the TMS system solution. The warranty period shall begin at FA date. Warranty for TMS system, upgrades and labour shall be twelve (12) months.
- The Warranty entails a centralized assistance telephone line and email address where the Purchaser can reach the Contractor should a TMS malfunctioning / problem appear.
- The Contractor shall reply by email and log and track the problem. The Contractor shall announce and send a specialist onsite within 24 hours to investigate and assess the problem. The contractor shall work on fixing the problem within a reasonable timeframe (24 hours) and/or as agreed with the Purchaser during investigation of the issue.
- Optional: The Contractor shall be able to provide minimum optional five extra years of post-warranty maintenance and software upgrades services after the expiration of the warranty for TMS system & hardware components.

3.Commissioning, Configuration and Training

3.1.1.Commissioning and Configuration

- No customisation of the tool shall be performed without the specific request and approval of NCIA. As a rule, the application would be COTS and as much as possible configuration only, will be performed.
- Installation, testing & successful commissioning of TMS system shall be performed and logged by contractor
- Perform UAT analysis and corrections based on logging of issues.

3.1.2.Training

- The Contractor shall prepare a training course for Treasury staff (approx. 5 pers) on new TMS systems user settings and operations. The training course and materials shall be approved by the Purchaser a minimum of two weeks before the training is scheduled.
- The training shall cover normal operation and parametrization of the TMS reports and other functionalities.
- The training session shall be completed within the contractual agreed timeframe.
- The training shall occur within two weeks of final acceptance of the TMS system.
- The Contractor shall provide all materials and instructors for the training. The training material shall be tailored to represent the TMS system and features deployed. The Contractor is responsible to provide electronic copies of the on-line / off-line training materials. Training shall occur at SHAPE, Mons/ Bruxelles HQ and shall be of a minimum duration of 1 day for a maximum of 6 participants.

MARKET PLACE 2 TASK ORDER B

Provision of Internal Audit Services to NATO Communications and Information Agency

STATEMENT OF WORK

1. Introduction

The requirement is to provide non-personal services necessary to support the NCI Agency's Internal Audit (IA) as defined in this Statement of Work.

These provisions set out the process for enabling the Agency to call off services under the contract provisions.

2. Background

The NCI Agency require internal audit services

3. The Services

Services to be provided are set out in the following schedule:

- Schedule 1 – 'Provision of co-sourced internal audit services for specific internal audit assignments'
- Schedule 2 – 'Provision of seconded individuals to work'
- Schedule 3 – 'Provision of internal audit advisory or assurance services'

4. Call-off procedure

The NCI Agency will provide a written notice of any request for services falling within the scope of the contract as described above. When applicable and following reception of any notice, the contractor shall complete a proposal substantially in the form attached to the relevant schedule, which the contractor shall send to the Agency for approval within 15 working days, and send a minimum of 3 (three) CVs of proposed individuals for approval to the Head of IA in line with the requirements described in the SoW.. When a statement of work has been signed by both parties, it will form part of this contract.

5. Contract Duration

The period of performance of the contract shall commence upon Purchaser signature, which shall be the Effective Date of Contract (EDC) unless otherwise specified in the contract. The Period of Performance shall be from EDC through

31 December 2024, with 4 (4) additional yearly Options as specified in the Schedule of Supplies and Services. Any Task Order entered into during the effective period of this contract and not completed within that time shall be completed by the Contractor within

Annex C2 – Bidding Scenario Market Place 2

the time and conditions specified under the AAS+ Framework Contract, except where the NCI Agency expressly requires all services to terminate.

The timetable and duration of a specific service shall be explained in the applicable statement of work.

6. Fees

Fees will be charged on a level-of-effort basis utilizing the grade categories and hourly rates (based on a 7.6 hour day) outlined in the following table and the Schedule of Supplies and Services. The grade to be applied to each review will be agreed in advance within the statement of work. The fees shall be charged in Euros.

Grade	Hourly Rate
Partner (Specialist)	
Director (Specialist)	
Senior Manager (Specialist)	
Manager (Specialist)	
Manager (Secondment)	
Senior Associate (Specialist)	
Senior Associate (Secondment)	

7. Deliverables / Schedules

7.1. Schedule 1 – Provision of co-sourced internal audit services for specific internal audit assignments

This schedule sets out the scope of the internal audit services that the contractor shall provide under the provisions of the contract.

7.1.1. The services

Internal audit services shall be performed under the direction of the Head of Internal Audit, who will notify the Contractor of any request for services related to an internal audit assignment.

The place of performance is Brussels. However, individuals may be required to travel to different locations at the request of the Head of IA.

In response to any such request the Contractor will submit a statement of work for approval by the Head of IA in the form attached, which has been provided by the NCI Agency, specifying the nature and scope of work, respective responsibilities, the expected form of deliverable(s), timetable and fees. All requested IA services shall be conducted in accordance with NCI Agency's internal audit methodology, processes and toolsets. Contractor shall ensure knowledge management regarding the latter is established warranting all proposed consultants are able to use the IA tools (e.g.: Idea

Annex C2 – Bidding Scenario Market Place 2

and TeamMate); transfer of knowledge shall be appropriately managed at the contractor costs.

A Single Point of Contact shall be appointed by the contractor to support the onboarding, transfer and termination of staff; this includes but it is not limited to:

- Security clearances (according to NATO and NCI Agency process);
- IT requirements (e.g. request/return of laptops);
- HR related documentation requirements (e.g. ID, application forms, passports etc);
- Time accounting and (manual) time sheet submission for validation and signature by the Head of IA;
- Acquisition related aspects (e.g. PO change request, invoices, etc.);
- Schedule and on site visit coordination;
- Travel requirements and associated expenses (according to NATO and NCIA process)
- Any other administrative related requirement.

7.1.2. Scoping

Prior to undertaking each internal audit assignment in accordance with the statement of work the Contractor shall agree with the Head of IA an Internal Audit mission announcement setting out:

- the objectives and/or key risks of the business unit(s)/function(s)/process(es) /application(s) under review;
- the scope of our work including areas of focus and any limitations;
- the staff assigned;
- the timing and agreed budget;
- the agreed reporting format.

This will be subject to approval by the Head of IA and discussed and agreed with relevant members of management prior to issuance of the mission statement and before work is commenced.

The scope of each internal audit assignment may be varied on the basis of the Contractor's preliminary findings and after consultation with the Head of IA and the relevant members of management. Any changes to the Contractor's work will be agreed in writing.

7.1.3. Validation of the findings

The Contractor shall support the Head of IA in discussing and verifying the factual accuracy of the findings from each internal audit assignment with the Agency's management who have a direct responsibility for the business function(s)/process(es)/application(s) subject to the review and, as necessary, with other members of management.

7.1.4. Fees and expenses

Agreed rate for each individual will be set out in the statement of work in accordance with the contractual rates as per the Schedule of Supplies and Services on the basis of a 7.6 hour day.

Travel to and from the Place of Performance shall not be reimbursed.

7.1.5. Reporting

Following execution of each internal audit assignment the Contractor will prepare a draft written report of findings for review by the Head of IA.

The Head of IA will be responsible for distributing a final version of the report as appropriate.

7.1.6. Deliverables

Deliverables shall be the mission announcement, working papers documented within the IA's internal audit system (i.e. TeamMate) and the **final draft** report for each internal audit assignment issued to the Head of IA. All deliverables shall be subject to the contractor's Q & A process prior to the submission to the Head of IA.

The Contractor shall prepare all deliverables in the format agreed with the Head of IA. The deliverables will be branded as NATO Communications and Information Agency. The Head of IA is responsible for any conclusions/opinions expressed in the **final** internal audit reports to management/the Audit Committee.

The Head of IA is responsible for any overall opinion on the adequacy and effectiveness of governance, risk management and control.

7.1.7. Template Statement of Work – Schedule 1**Template Statement of Work – Schedule 1****Statement of work [insert statement of work reference number] – Provision of internal audit services relating to [insert short description of project(s)]**

This statement of work sets out the scope of the specific services that we, the Contractor, will provide under the contract. Any terms contained within this statement of work apply only to the services specified in this statement of work.

The services

NCI Agency has instructed us to provide the following services.

[Insert a full description of the specific services. Include:

- nature and scope;
- any assumptions upon which we will rely and any key data the client will provide;
- any significant limitations to the scope (such as basing our work on the information provided) or issues we have not been asked to consider;
- description of report or other form of deliverable to be produced;
- any key dependencies that are not covered by the terms of business, such as access to people or, in the case of input into an unbranded project deliverable, the contributions of the client or third parties.]

Timetable and duration

We, the Contractor, propose to start work on [insert date] and estimate that the draft deliverables shall be submitted to NCI Agency for discussion by [insert date].

This is an estimate in advance of starting work and we will keep the Head of IA informed of our progress and of any proposed changes to this timetable.

During the completion of this work, we will plan to be on site for [insert number of days for this specific piece of work] and will work remotely from our local offices on the remaining days. We shall be available to NCI Agency during this time off site.

Fees

The fees for the services referred to in this statement of work will be calculated in accordance with the Fees clause set out in the Contract and the schedule. Travel expenses will be calculated in accordance with the Agency travel policy.

Terms of Business

This statement of work refers to the NCIA Contract [AAS+ Framework Contract] signed on [insert date]. The services described in this statement of work are to be provided under the terms of this contract.

Amendments agreed to the terms of business under referenced contract will also apply to the services provided under this statement of work.

Acceptance

[insert name]

..... Signed
..... Position
..... Date

[insert name]

for and on behalf of NATO Communication and Information Agency

..... Signed
..... Position
..... Date

7.2. Schedule 2 – Provision of seconded individuals to work

This schedule sets out the terms on which the Contractor shall be required to second personnel to the NCI Agency under the provisions of the contract. Any terms contained within this schedule apply only to seconded individuals as set out in this schedule.

7.2.1. Details of secondments

The Head of IA will notify the Contractor of any request for secondments. In response to any such request the Contractor shall submit, within 15 (fifteen) working days, a minimum of 3 (three) CVs of proposed individuals for approval to the Head of IA. All requested IA services will be conducted in accordance with NATO Communications and Information Agency's internal audit methodology, processes and toolsets. Contractor shall ensure knowledge management regarding the latter is established warranting all proposed consultants are able to use the IA tools (e.g.: Idea and TeamMate); transfer of knowledge shall be appropriately managed at the contractor costs. A Single Point of Contact shall be appointed by the contractor to support the onboarding, transfer and termination of staff; this includes but it is not limited to:

- Security clearances (according to NATO and NCIA process);
- IT requirements (e.g. request/return of laptops);
- HR related documentation requirements (e.g. ID, application forms, passports etc);
- Acquisition related aspects (e.g. PO change request, invoices, etc.);
- Schedule and on site visit coordination;
- Travel requirements and associated expenses (according to NATO and NCIA process)
- Any other administrative related requirement.

7.2.2. Terms and conditions of secondment**7.2.2.1. Work hours, location and time recording**

In general, the hours worked by each individual shall not exceed 38 per week. Each individual's usual place of work will be as stated in the contract. Time will be recorded in the Time Accounting System (TAS) of the Agency and in the Audit Tracking tool; it will form the basis for the payment of the invoices. The place of performance is Brussels. However, individuals may be required to travel to different locations at the request of the Head of IA.

7.2.2.2. Fees and expenses

Agreed rate for each individual will be charged in accordance with the contractual rates as per the Schedule of Supplies and Services on the basis of a 7.6 hour day plus expenses incurred in accordance with the Agency travel policy.

7.2.2.3. Unavailability and absence of an individual

Each individual may take holiday during the secondment provided they give not less than three weeks' notice. Such time will not be charged to the Agency. Each individual may be required to attend training courses and the time spent on these will not be charged to the Agency. However, advance notice of such activities shall be given. In the event of unforeseen circumstances beyond the control of the Contractor, such as the ill health, accident or exceptional leave of an individual, alternative arrangements will be discussed and agreed with the Head of IA.

7.2.2.4. Liability for the individuals

During the secondment, each individual will at all times remain under the direction, control and supervision of the Head of IA.

7.2.2.5. Early termination

The Agency may end a secondment by giving written notice to the Contractor if the conduct of an individual would entitle the Agency to dismiss them with immediate effect.

The Contractor may end a secondment by notice to the Agency where the performance of it may breach a legal or regulatory requirement.

Both parties may end a secondment at any time on 30 days' written notice.

7.3. Schedule 3 – Provision of internal audit advisory and assurance services

This schedule sets out the scope of the internal audit advisory and assurance services that the Contractor shall provide under the provisions of the contract. Any terms contained within this schedule apply only to the services specified in this schedule.

7.3.1. The services

The Head of NCIA Internal Audit will notify the Contractor of any request for internal audit advisory and assurance services. These services will comprise either internal audit technical or expert advice, specific agreed input into a named project or a review of Agency' activities for the provision of assurance. In response to any such request the Contractor shall submit a statement of work for approval by the Head of NCIA Internal Audit in the form attached, specifying the nature and scope of work, its respective responsibilities, the expected form of deliverable(s), if any, timetable and fees. A Single Point of Contact shall be appointed by the contractor to support administrative activities; this includes but it is not limited to:

- Security clearances (according to NATO and NCIA process);
- Acquisition related aspects (e.g. PO change request, invoices, etc.);

- Schedule and on site visit coordination;
- Travel requirements and associated expenses (according to NATO and NCIA process)
- Any other administrative related requirement.

7.3.2. Deliverables and project outputs

Where the Contractor assists in a project but do not produce any deliverables, the Agency will be responsible for and retain ownership of all project outputs and those outputs will not include any reference to the Contractor.

The Head of IA will perform an oversight of the work undertaken by the Contractor.

Where the Contractor is to produce a deliverable, it will be in the form of a report, addressed to the Head of IA, detailing findings and recommendations.

7.3.3. Template Statement of Work – Schedule 3**Template Statement of Work****Statement of work [insert statement of work reference number] – Provision of consulting and assurance services relating to [short description of project]**

This statement of work sets out the scope of the advisory and assurance services that we, the Contractor, shall provide under the provisions of the contract. Any terms contained within this statement of work apply only to the services specified in this statement of work.

The services

NCI Agency has asked us to provide the following services in this statement of work.

[Describe precise details of work to be performed to avoid misunderstanding about the nature and scope of our services:

- describe in detail the work to be undertaken or specific procedures to be performed
- clarify any procedures/areas which are outside the scope of the services to avoid ambiguity (e.g. tests of operating controls)
- avoid using unclear wording (like ‘review’) unless defined
- avoid words that give assurance (like ‘ensure’, ‘audit’)
- avoid references to conclusions or opinions, e.g. current processes are (in)effective.]

Deliverable[s]

[We shall assist you in the preparation of your project output[s] however we will not produce any deliverable in connection with the services set out above.

For the purposes of this statement of work, the project outputs will be:

- [Insert list of project outputs].**

As stated in the contract, where we assist you in your project but do not produce any deliverables, you will be responsible for and retain ownership of all project outputs and those outputs will not include any reference to us.

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We will perform an oversight of the work undertaken by us. If we are shown those parts of the project outputs that you advise reflect our input we will advise whether we concur.]

[Our deliverable[s] will be [a report, addressed to you, detailing our findings]].

Timetable and duration

We propose to start work on [insert date] and estimate that we will [complete our work/submit our draft deliverables to you for discussion] by [insert date]. This is an estimate in advance of starting work and we will keep you informed of our progress and of any proposed changes in this timetable.

Fees

The fees for the services referred to in this statement of work will be calculated in accordance with the Fees clause set out in the Contract and Schedule of Supplies and Services.

Terms of Business

This statement of work refers to the NCIA Contract [AAS+ Framework Contract] signed on [insert date]. The services described in this statement of work are to be provided under the terms of this contract.

Amendments agreed to the terms of business under referenced contract will also apply to the services provided under this statement of work.

Acceptance

[insert name]

for and on behalf of

..... Signed

..... Position

..... Date

[insert name]

for and on behalf of [insert name of client] [and the relevant group members]

..... Signed

..... Position

..... Date

8. Security Requirements

Contractor Staff must have a NATO Secret clearance

9. Contractor Travel

Should additional travel be required, the travel shall be advantageous to contract and a justification and a price estimate shall be submitted to both the NCIA Contracting Officer and the Head of Internal Audit for approval, prior to undertaking any arrangements.

10. Non-Disclosure Agreement

Contractor’s personnel employed under the provisions of this contract shall be required to sign a non-disclosure agreement prior to commencement of works.

MARKET PLACE 2 TASK ORDER C**Statement of Work****Support to Space Services Projects
funded by Luxembourg***JISR/OSSB***STATEMENT OF WORK****Scope**

Luxembourg government has expressed its willingness to contribute with Space services in support of NATO capabilities and missions. Luxembourg has requested the NCI Agency for technical expertise to assure the effective provision of such services. This post represents a skill set needed to inform the work from a data use and valuation perspective.

Objective

To inform technical solutions in support of Space domain work agreed with Luxembourg.

The work requires off-site support of a mathematical modeller with space experience and analytical expertise to carry out the assessment of technical solutions. The study is an essential input to assess (through Key Performance Indicators) the use of Space services.

The purpose of this activity is to produce a model and report that inform the leadership about the options for effective service provision and usage. NCI Agency leadership will provide direction and guidance based on the inputs received by the customer along the time of the contract. This may include Ad-hoc reports, written in response to clarification requests raised by LUX MFEA/DD or ACO.

Deliverables¹:

- 1) Produce a report (format: Microsoft Word) that includes:
 - Shall have at least three analysed options for space service pricing based on varying % national contribution vs commercial service purchase in function of changing NATO requirements for services. The analyses should highlight pros

¹ All of the deliverables and the underlying work under this contract will be in English. Deliverables will be sent via e-mail or on a CD. Disclosure of any or all of the deliverables to another third party, besides NCI Agency and Luxembourg will require the prior agreement of NCI Agency and Luxembourg.

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and cons of each analysed option in terms of timeliness, quality, costs, and delivery method;

- Shall include:
 - Description and assessment, through mathematical models, of space services usage values and purpose;
 - Analysis of the current NATO space services provision approaches;
 - Analysis of current and potential future space data provision approaches;
 - Assessment of technology trends that could be relevant for future work.
- 2) Produce a mathematical model that informs the leadership on the impact of variables of price, availability, contracts, and data types on the ability to deliver the service within defined key performance indicators. Mathematical model shall be usable by the NCI Agency staff. NCI Agency will provide a set of service requirements as an input to the model. The initial² model shall (as a minimum):
- Identify basic parameters of space service market prices and project the prices to 2030 according to parameters agreed with NCI Agency;
 - Valuation the potential (pros and cons) of all national contributions of space services, considering timeliness, quality and delivery method;
 - Estimate the potential (pros and cons) of all commercial contributions of space services, considering timeliness, quality and delivery method;
 - The model shall produce a trade-off calculation of % of national contribution versus % commercial services purchase to satisfy the requirements identified by NCI Agency;

General project requirements:

- 1) Frequent coordination with the NCI Agency Space Portfolio Manager and staff. This will be conducted mainly via NR/REACH channels, with in-person meetings as described in paragraph 4, section “Travel”.
- 2) Minutes of on-site meetings at NCI Agency The Hague (if conducted); Maximum of 10 on-site meetings.
- 3) Acceptance criteria: the data sources shall be agreed by NCI Agency and modelling algorithms shall be proven used in mathematical simulations consistent to the ones requested in the project.

Mandatory Requirements

- 1) Nationally recognized/certified PhD qualification related to space engineering and/or mathematical modelling;
- 2) Valid security clearance at minimum NATO SECRET level;
- 3) NATO and/or military experience desired;

² To be delivered to NCI Agency by 15/06/20XX.

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- 4) Motivated, good communication skills, team player;
- 5) Able to work independently with minimal supervision;
- 6) Strong listening and communication skills in English;
- 7) Knowledge of NATO responsibilities and organization;
- 8) Knowledge of NATO intelligence processes;
- 9) Knowledge of NATO JISR capabilities (e.g., NAEW&C Force);
- 10) Advanced research and analytical skills;
- 11) Experience developing complex mathematical models on space-related topics;
- 12) Understanding of current space capabilities and their military application and derived data, products and services;
- 13) Experience in orbital mechanics modelling;
- 14) Experience building mathematical models using MATLAB or other modelling and simulation tools/software.

Framework ConditionsLine Manager/Supervision authority:

For the duration of the consultancy period the consultant shall work under the supervision of the NCI Agency Space Portfolio Manager and staff:

- Laryssa Patten, NCIA Space Portfolio Manager
- Richard Laing, NCIA Space Programmes Coordinator

Work location:

At own location.

Buyer-furnished items:

Own equipment

Own software (to be agreed with NCI Agency in order to guarantee readability)

Customer furnished equipment:

Reach laptop.

Travel:

Deliverable cost shall include 3 minimum - 10 maximum on-site (NCI Agency The Hague) coordination meetings if required and if COVID-19 restrictions allow.

A travel cost estimate considers:

- 200 EUR for transportation from European NATO Nations (flights to/from the Netherlands and train inside the Netherlands)
- 1000 EUR for transportation from north American NATO Nations (flights to/from the Netherlands and train inside the Netherlands)
- 216 EUR as daily subsistence allowance (Ref.: PO(2020)0331).

Timeline

Work / Mandatory deliverables needs to be completed by no later than Contract Award Date + 8 months.

Payment Schedule

- 20% at Acceptance
- 50% at Proof of concept
- 30%at formal delivery of mathematical model

MARKET PLACE 2 TASK ORDER D**Support to DCIS Cyber Defence Project
Statement of Work****1. INTRODUCTION**

The NCI Agency has been established with a view to meeting the collective requirements of some or all NATO nations in the fields of capability delivery and service provision related to Consultation, Command & Control as well as Communications, Information and Cyber Defence functions, thereby also facilitating the integration of Intelligence, Surveillance, Reconnaissance, Target Acquisition functions and their associated information exchange.

In order to execute this work, the NCI Agency is seeking additional workforce through contracted resources to support the work undertaken by the Network Services IT& Infrastructure (NSII) Service Line (SL) in the area of Deployable Communication Information Systems (DCIS) Cyber Security (CS) related to CIS Security Concept work. This Statement of Work (SOW) specifies the required skillset and experience.

2. BACKGROUND

As per NATO directive “Minimum Level of Communication and Information Systems Capabilities at Land Tactical Level” [MC(2019)0640], the Mission Network Operation Centre (MNOC) contains the Mission Cyber Security Operation Centre (MCSOC), which is the central mission service management and cyber security operations centre. The MCSOC provides mission-wide Cyber Defence (CD)/CIS Security visibility to the mission commander and coordinating/facilitating CD/CIS Security related reporting, incident management, coordination of incident responses, etc., for DCIS operating in exercises or actual operations.

The MCSOC is expected to be supported by staff from the NATO Cyber Security Centre (NCSC) and the NATO CIS Group (NCISG). Deployed systems are connected to static primarily via SATCOM link, so dependency on this needs to be carefully planned and managed. The MNOC also has a controlled interface to existing fixed systems (e.g. NATO Secret – NS).

3. TASKS

This is a completion contract for an estimated 350 person hours. This contract is not full time contract.

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The candidate will be part of a team that under the lead of the Technical Lead (TL) shall be developing a study on infrastructure requirements and a comprehensive Concept and Standard Operating Procedures (SOP) for the future MCSOC that will define and describe the:

- Roles and Responsibilities;
- Processes;
- Infrastructure Requirements;

The candidate shall:

- Interact with internal and external stakeholders to map requirements;
- Specify requirements for the MCSOC infrastructure;
- Make a plan and propose a schedule to the Project Manager (PM) and TL for the delivery of the SOP;
- Complete the necessary tasks to deliver the SOP;
- Complete any other related task allocated by the TL of the project;
- Keep the delivery plan updated;
- Report in a timely manner and in agreed milestones the project's progress;
- Take initiatives on the project delivery.

The SOP shall fulfil all possible scenarios with regard to DCIS CD Capability in line with NATO's Level of Ambition.

A more concrete list of tasks will be provided / discussed when the candidate is selected and contract is awarded.

4. SKILLSETS

The candidate shall show proven capability and experience in performing effectively and efficiently with minimal supervision.

The candidate shall have an extensive knowledge and experience (totalling more than 10 years) in the Cyber Security and Information Security is required. More specifically:

- M.Sc. or PhD in Information Security or in a related field of study;
- Certification on Certified Information Systems Security Professional (CISSP);
- Proven experience of at least 2 years in any of the activities below:
 - Concept development in the area of cyber security;
 - Cyber as a domain operational concepts;
 - Working in a Security Operations Centre;
 - Setting up processes for a Security Operations Centre;
 - Setting up SIEM/Logging, Firewalls and NIDS/NIPS/HIDS concepts;
 - Converting requirements into security architectures and technically feasible solutions;
 - System design, architecture, and implementation;
 - NATO organisational structures and relationships with NATO and Partner nations;
 - Working within a complex customer environment and multi-national team;

The candidate shall also have:

- Knowledge to evaluate and assess scenarios for cyber security threat / risk ratios;
- Ability to independently produce and edit technical documentation and scientific reports in English;
- Excellent communications skills;
- Good understanding of the project management methodologies;

5. WORK EXECUTION

The work will be executed off-site at the contractor's own office.

Progress review meetings shall be held regularly, at least once per week, with the NCI Agency task lead.

6. TRAVEL

There may be a requirement for short term travel to attend/support meetings/workshops in NATO Headquarters, Brussels, Belgium, SHAPE Headquarters, Mons, Belgium or NCIA The Hague, Netherlands. A travel line will be added to the PO to cover travel costs.

7. SECURITY AND NON-DISCLOSURE AGREEMENT

The contracted individuals must be in possession of a security clearance of NATO Secret or above. The signature of a Non-Disclosure Agreement between the contractors contributing to this task and NCIA will be required prior to execution.

MARKET PLACE 2 TASK ORDER E

STATEMENT OF WORK (SoW)

Development of Business Continuity Education and Training Solution for the NCIA
using Agile Development methods

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SCHEDULE AND PRACTICAL ARRANGEMENTS

REQUIRED PERSONNEL QUALIFICATIONS

References:

- A. Bi-SC Directive 75-7, “Education and Individual Training (E&IT)” September 2015 (NU)

1. INTRODUCTION

- 1.1 The NATO Communications and Information Academy (NCI Academy) consolidates all Education and Training services provided by the NCI Agency. The NCI Academy provides NATO with a world-class training capability to maintain its technological advantage. In addition, it plays a pivotal role in designing and developing new learning solutions for our customers, by conducting a thorough analysis of training needs and leveraging the latest learning technology.
- 1.2 For a number of new projects, the NCI Academy is required to develop multiple E-learning modules targeting specific NATO audiences. To enhance the NCI Academy’s in-house development team, we are looking for a contractor lead development team to support the design, development and deployment of three development education and training solutions.
- 1.3 The three deliverables will be hosted on the NATO e-learning platform (JADL), and managed by the Learning Design and Development Branch (LDDDB), within the NCI Academy.
- 1.4 The following products are to be developed using an Agile development methodology requiring close coordination with the NCI Academy through a series of design sprints to produce the following solutions:
 - Basic self-paced E-learning module: “Business Continuity Awareness for the NCIA” (Immediate Response)
 - Interactive E-Learning module: “Business Continuity – Asking the Right Questions”
 - Scenario Based Module: Developing a Business Continuity Mindset – “Choices

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and Consequences” or “Planning for Success”

1.5 The overall competency framework guiding the development of these modules is outlined below:

Table 2– NATO Business Continuity Awareness and Competency Framework

NATO Business Continuity Awareness and Competency Framework							
WHY							
Design Build, adapt, and evaluate the BCMS		Implement Allocate resources to prepare and respond to disruption		Empower Ensure continuity of core outputs		Awareness Understand policies, procedures, and objectives	
HOW							
Subject Matter Industry Training	NATO BCM Practitioner Meetings	BCO training for BCM POCs	Skill-Building Sessions	Continuity Mindset Training	Briefings from BCO / BCM POC	New Staff Orientation	Awareness Campaigns
WHAT							
Industry trends, best practices, NATO BCM guidelines	Content, resources, and policies relevant to expert audience	SOPs, best practices, facility plans	Content, resources, and policies relevant to technical audience	Templates, order of succession, align priorities with BC	Content, resources, and policies relevant to leaders and decision- makers	Procedures, protocols, understand concept of BC	Communication, resources, and policies relevant to broad audience
Frequency							
Baseline Training (Annual)	Maintenance (Monthly)	Baseline Training (Annual)	Maintenance (Quarterly)	Baseline Training (Annual)	Maintenance (Quarterly)	Baseline Training (Orientation)	Maintenance (Bi-Annual)
Owner							
External Expert Organization	BCAG	BCAG	BCM POC	BCO	BCM POC	HR & BCO	Internal Comms & BCO
Audience							
Practitioners		Enablers		Key Users		Everyone	
Awareness							
Competency							

Section 2 will further elaborate on the content and expected outcomes and deliverables.

2. SCOPE OF WORK

During the conduct of each sprint the expert contractor team shall work with NCI Agency Subject Matters Experts (SMEs) to provide feedback and give guidance on agency specific inputs needed to complete the tasks, as described in paragraphs 2.1 - 2.3 below:

2.1 Work Package 1: Basic self-paced E-learning module “Business Continuity Awareness for the NCI”

2.1.1 Background

The intent is create a fully self-paced online modules highlighting the importance of business continuity with the NCI Agency based on the following source documentation:

- A. NATO BUSINESS CONTINUITY POLICY 20 May 2020
- B. NATO Enterprise Business Continuity Management (BCM) Awareness and Competency (A&C) Framework

Key concepts that agency personnel need to recall include:

1. Business Continuity is the capability of the organisation to continue the delivery of core products and services (outputs) at acceptable predefined levels following a disruptive event.
2. Business Continuity Management (BCM) is the process of implementing and maintaining business continuity in order to prevent loss and prepare for, mitigate and manage disruptions.
3. A Business Continuity Management System (BCMS) enables the organization to control, evaluate and continually improve its business continuity.
4. To address Business Continuity Management (BCM), each Head of a NATO civil or military body shall implement a BCM System (BCMS). The vision for the NATO Business Continuity Policy (PO(2020)0166) is "NATO continues its essential mission under all circumstances and becomes increasingly resilient to disruptions through continuous improvement."

2.1.2 Tasks

The contract team perform the following tasks:

TASK ID	TASK
1	Conduct a rapid Training Needs Analysis to include a target population analysis, development of performance and enabling objectives, identification of teaching points, and the training and assessment strategies
2	Develop the Course Control Documentation (CCDs) as outlined in Bi-SC 75-7.
3	Develop the storyboards for a SCORM compliant e-learning module for NCI SME review and approval using development sprints to enable rapid

	prototyping and refinement.
4	Develop the assessment plan and questions for NCI SME review and approval geared to Level 100 / 200 – Remember / Understand (Ref: Annex C)
5	Develop full e-learning module with a max duration of 30 minutes, covering all topics as defined in the Training Needs Analysis (see point 1), to be hosted on the NATO Learning Management System (JADL)

Table 2-1: Tasks WP 1: Development E-learning module Business Continuity Awareness for the NCIA

- Due date for first deliverable: Within 21 days of contract award

2.2 Work Package 2: Interactive E-Learning module “Business Continuity – Asking the Right Questions”

2.2.1 Background

Over the last years, there have been various initiatives in NATO to increase the use of e-learning in NATO. Many of these activities have resulted in page turners’ with low interaction (and therefore limited learning effect). The work and processes used in creating the first deliverable be leveraged to conduct additional development sprints to create the second modulate geared towards practitioners and enablers who need a deeper understanding of business continuity management within the NCIA (Level 200) to application (Level 300)

2.2.2 Tasks

TASK ID	TASK
1	Revisit the Training Needs Analysis completed during the development of the 1 st deliverable to update the target population analysis, development of performance and enabling objectives, identification of teaching points, and the training and assessment strategies
2	Develop the Course Control Documentation (CCDs) as outlined in Bi-SC 75-7 for the second deliverable.
3	Develop the storyboards for a SCORM compliant e-learning module for NCI SME review and approval using development sprints to enable rapid prototyping and refinement.
4	Develop the assessment plan and questions for NCI SME review and approval geared at the Level 300 – Application (Ref: Annex C)
5	Develop full e-learning module with a max duration of 60 minutes, focusing on having NCIA employees apply the information presented in the source documentation to scenarios. This deliverable will be hosted on the NATO Learning Management System (JADL)
	<u>Note:</u> the contractor is explicitly invited to propose an innovative approach to

	E-learning. Traditional ‘page turners’ with low interaction (and therefore limited learning effect) should be avoided. The NCI Academy is mainly looking for fresh approaches to e-learning in which learners are actually engaged, and are not forced to work through content they have already mastered, just to get a ‘check in the box’ (adaptive learning where possible)
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Table 2-2: Tasks WP 2: Interactive E-Learning module “Business Continuity – Asking the Right Questions”

- Due date for 2nd deliverable: Within 45 days of contract award

2.3 Work Package 3: Scenario Based Module: Developing a Business Continuity Mindset – “Choices and Consequences” or “Planning for Success”

2.3.1 Background

The intent is create an interactive online module highlighting the importance developing a business continuity mindset within the NCI Agency. This module is geared to influence Key Users and Enablers to keep business continuity as a top of mind consideration when sustaining, developing, and implementing systems and processes for the NCI Agency.

Key concepts that agency personnel need consider include:

Business Continuity is the capability of the organization to continue the delivery of core products and services (outputs) at acceptable predefined levels following a disruptive event. How is your organization positioned for the following scenarios:

A: Scenario #1 – Another Global Pandemic – What did we learn during COVID-19 and what do we need to consider in preparing for the next pandemic?

B: Scenario #2 – Loss of Key Capabilities – In our daily operations we are reliant on our information systems to communicate with each other and conduct business as usual. How would you sustain operations of the NCIA following the collapse of the Business Network or similar operational network?

C: Scenario #3 – Loss of Key Personnel – In every business area of the NCIA we have personnel who are indispensable due to their knowledge and capabilities. What would happen if this person was no longer available? What happens if the heir apparent (natural replacement) is not available either?

Developing a business continuity mindset requires that we consider these questions before they become an issue for us and our customers.

2.3.2 Tasks

TASK ID	TASK
1	Revisit the Training Needs Analysis completed in deliverable 1 and 2 to update the target population analysis, development of performance and enabling objectives, identification of teaching points, and the training and assessment strategies
2	Develop the Course Control Documentation (CCDs) as outlined in Bi-SC 75-7 for the second deliverable.

3	Develop the scenarios outlined above including key questions, decisions to be taken, and feedback on the decision taken and the future impact with NCIA SMEs.
4	Develop the supporting activities and exercises to move key users and enablers from Level 300 Application to Level 400 – Analysis (Ref: Annex C)
5	Develop full e-learning scenarios (90 minutes maximum) focusing on having NCIA employees analysing information provided and making decisions with a minimum of 3 options followed by 2 additional decision points providing for a minimum of 3 options. The final deliverable will be hosted on the NATO Learning Management System (JADL)
	<u>Note:</u> While the interactive portion of this training is anticipated to be 90 minutes, additional activities to be completed asynchronously by the students are also anticipated in order to illicit the level of learning required.

Table 2-3: Tasks WP 3: Developing a Business Continuity Mindset – “Choices and Consequences” or “Planning for Success”

- Due date for third deliverable: Within 90 days of contract award

2.4 Roles and responsibilities

The work will be conducted in close collaboration between the contractor and the NCI Academy, as described in table 2-4, and will be based on the NATO standards (Ref A):

Stakeholder	Main role
NCIA – NCI Academy	<ul style="list-style-type: none"> • Learning Design and Development (LDD) Lead <ul style="list-style-type: none"> ○ NCIA Internal Project Coordination • Business Continuity SMEs <ul style="list-style-type: none"> ○ Rapid Review of Deliverables ○ Provider of direction and guidance for scenarios and content
Contractor Team	<ul style="list-style-type: none"> • Overall Instructional Design • Development of Course Control Documents • Development of Storyboards and supporting multimedia elements • Development of activities and scenarios to achieved the desired level of learning • Development for the assessment strategy • Content mounting and testing on the NATO Learning Management System (LMS) • Quality Management of deliverables

Table 2-4 High level description of roles and responsibilities

3. SCHEDULE AND PRACTICAL ARRANGEMENTS

3.1 This is a deliverable based contract

3.2 Services will be provided 100% offsite but with occasional travel to the NATO offices in Brussels and/or Mons if needed (up to 2 trips). Travel requires the prior coordination with and approval of the NCIA Project Manager.

3.3 All travel and per diem costs shall be included in the Firm Fixed Price of this Contract, together with cost of lodging and subsistence costs for all individuals. There shall be no separate re-imbusement for travel and accommodation.

3.4 Services and deliverables will be provided within 90 days of contract award.

3.5 The final deliverables (fully functioning e-learning modules, in accordance with the agreed on performance objectives) will need to be agreed with NCIA designated Business Continuity SMEs and the Branch Head Learning Design and Development in the NCI Academy.

3.7 Schedule of payments. Invoices shall be submitted and payment will be made after Purchaser's written acceptance of the Delivery Acceptance Sheet (DAS) (Annex B), for the following deliverables:

- Deliverable 1 - Basic self-paced E-learning module "Business Continuity Awareness for the NCIA" - 20% of the contract value
- Deliverable 2 - Interactive E-Learning module "Business Continuity – Asking the Right Questions" - 30% of the contract value
- Deliverable 3 - Scenario Based Module: Developing a Business Continuity Mindset – "Choices and Consequences" or "Planning for Success" - 50% of the contract value

Invoice and DAS including the EBA Receipt number shall be provided to Purchaser for the payment.

4. REQUIRED PERSONNEL QUALIFICATIONS

4.1 Contractor Course Development – MANDATORY Requirements

- a) Experience developing education and training solutions to meet expressed levels of performance / outcomes.
- b) Experience with instructional design
- c) Experience with development of engaging online and blended learning solutions
- d) Experience in developing interactive scenarios
- e) Experience with working in an international environment comprising both military and civilian elements.
- f) Experience staging, testing and launching e-learning content on Learning Management Systems
- g) Experience using SCORM
- h) Strong project management skills
- i) Knowledge of / practical user experience in the field of Business Continuity

4.2 Contractor TNA – DESIRED Requirements

Annex C2 – Bidding Scenario Market Place 2

- a) Experience with NATO Global Programming and the Systems Approach to Training
- b) Experience in providing instruction on technical subjects to both non-technical personnel as well as technical specialists
- c) Experience creating course control documents (CCDs)

Language Proficiency:

Level 3 English language skills according to NATO STANAG 6001: Listening (3); Speaking (2); Reading (3); and Writing (2) or according to Common European Framework of Reference for Language level B2-C1/Upper Intermediate-Advanced level).

Annex B – Acceptance Delivery Sheets

Acceptance Delivery Sheet for each deliverable

The following deliverables need to be accepted for WP1-3 to be successful and payment to be done:

TASK ID	DELIVERABLES
1	Course Control Documents (CCDs) outlining the target audience, objectives, teaching points, assessment strategies, and methodologies used in each deliverable.
2	Full e-learning module hosted on the NATO Learning Management System (JADL) eliciting student performance at the required level of learning and providing feedback on the performance provided. (See Annex D for Quality Control Criteria for acceptance of courses and courseware)
3	Verified SCORM functionality report including student tracking and assessment results.
4	All source files in editable format to allow for course maintenance and updates by the NCI Academy content developers.
5	Project diary containing key decisions, activities, time accounting, and interactions with the NCI Academy to inform future project planning.

Annex C – Levels of Learning

Note: 1 is equivalent to 100 Level - 2 is equivalent to 200 level and so on
BiSCD 075-007

Cognitive Domain	
Levels	Examples and Key Words
<p>1</p> <p>Knowledge/Remember: The ability to recall of facts, terms, concepts, principles and the procedures previously learned material.</p>	<p>Examples:</p> <ul style="list-style-type: none"> Recite a policy. List safety rules. <p>Key Words: arrange, define, duplicate, identify, label, list, mark, match, name, order, recall, recite, reproduce, recognize, reproduce, select, state.</p>
<p>2</p> <p>Comprehension/Understand: The ability to interpret information, construct meaning and understand facts, terms, concepts, principles and procedures.</p>	<p>Examples:</p> <ul style="list-style-type: none"> Summarize the principles of war. Explain debugging a computer system. <p>Key Words: allocate, arrange, categorize, classify, convert, , distinguish, estimate, extend, explain, extrapolate, group, illustrate, infer, interpret, label, match, paraphrase, predict, reiterate, report, restate, review, reword, rewrite, select, separate, summarize, theorize, translate.</p>
<p>3</p> <p>Application: The ability to use concepts, principles and procedures in both new and concrete situations</p>	<p>Examples:</p> <ul style="list-style-type: none"> Calculate the sonar range. Construct a job interview guide. <p>Key Words: apply, associate, administer, apply, calculate, change, classify, compute, compare, conduct, contrast, control, construct, discover, examine, execute, employ, establish, examine, illustrate, identify, implement, initiate, interpret, manipulate, modify, operate, perform, predict, prepare, produce, relate, respond, show, solve.</p>
<p>4</p> <p>Analysis: The ability to deconstruct concepts, principles and procedures to support analytical thinking and reasoning skills; includes the examination of information, making inferences and finding evidence to support generalizations.</p>	<p>Examples:</p> <ul style="list-style-type: none"> Breakdown a financial balance sheet Troubleshoot a piece of equipment <p>Key Words: analyse, breakdown, catalogue, compare, condense, contrast, deconstruct, derive, design, determine, diagram, differentiate, discriminate, distinguish, divide, examine, experiment, explain, extrapolate, graph, infer, interpret, modify, measure, outline, plan, plot, predict, produce, project, quantify, resolve, revise, relate, separate, summarize, search, solve, test, troubleshoot.</p>

Annex D – NCI Academy Quality Control Checklist

NCI Academy Rep:	
Date of Review:	
Course Title:	
Module Title:	

Course Information	Yes	No	N/A	Comment
Instructions on how to get started are provided.				
Course components, structure, and timings are clearly outlined.				
Course goals are clearly stated. ³				
Prerequisite knowledge / competency is stated or identified.				
Technical requirements are identified.				
Assessment strategy is stated.				
Link to technical support identified.				
Link to student support / admin identified.				
Link to instructor or content support provided.				

Learning Objectives	Yes	No	N/A	Comment
The learning objectives are clearly identified for each module / component.				
The objectives describe what the student should be able to do after completing the module.				
The module / component objective is				

³ For standalone online course offerings Course Control Documents (CCDs) are also required. For short modules, lessons, or tutorials the objectives should be internally stated and aligned throughout.

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aligned with the overall course objectives.				
The objectives are aligned with the required level of student proficiency.				

Assessment	Yes	No	N/A	Comment
The learning activities and assessments are consistent with the learning objectives.				
The grading policy and criteria is clearly stated.				
The students are provided with timely and appropriate feedback during and after completing an activity.				
Clear instructions are provided to the student on how to complete assessment activities.				
The course provides opportunities for both formative and summative assessment.				
For more detailed assessment activities supporting documents and templates are provided				

Course Design / Content	Yes	No	N/A	Comment
The layout and design of the course facilitates ease of reading and minimizes distractions.				
The course content and structure is laid out in a logical and understandable sequence.				
Learning Activities and Materials are linked to Learning Objectives				
The navigation, help, and supporting features are well laid out and				

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consistent.				
Visuals are clear, easy to read, and of high quality.				
The contents of the course are free from typos, errors, unknown / unexplained acronyms, and grammatical challenges.				
The content is presented in a conversational or instructional tone vice simply stating information.				
All media work as anticipated and are clear, concise, correct, and consistent.				

Supporting Technology	Yes	No	N/A	Comment
There are sufficient tools (synchronous and asynchronous) to support the student in attaining the course objectives.				
The technologies use are current and supported by the NCIA baseline.				
Instructions are clear and current to support the installation of any required add-ons / software				
If the course / courseware uses supporting tools (Web Conference / Chat / Collaborative Spaces) help files / tutorials are available for the students.				
Course materials can be provided offline or exported to facilitate student learning.				

Student Engagement	Yes	No	N/A	Comment
The learning activities foster engagement (between students, between the student and the instructor, or the student and the				

Annex C2 – Bidding Scenario Market Place 2

content)				
The learning activities promote the achievement of the learning objectives.				
The activities are meaningful and designed to promote comprehension or confirm student understanding				
The learning activities are clearly explained and function as anticipated.				

Annex E – Contractor Level of Effort Estimate (Hours)

	Project Leader	Instructional Designer(s)	E-Learning Specialist(s)	Media Developer(s)	Programmer	Tester / QA	Others
Deliverable #1							
Deliverable #2							
Deliverable #3							



IFB-CO-115796-AAS+

ADVISORY AND ASSISTANCE SERVICES

**Market Place 1: Advisory and Assistance Services
and
Market Place 2: Independent Consultancy Services**

BOOK 2, PART 2, SECTION 2

CONTRACT SPECIAL PROVISIONS

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ARTICLE 1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

- 1.1 This Clause supplements Clause 2 (Definitions of Terms and Acronyms) of the NATO Communications and Information Agency (NCI Agency) Contract General Provisions.
- 1.2 As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:
 - 1.2.1 “AAS+ Framework Contract(or)” refers to successful awardees of the Advisory and Assistance Service+ (AAS+) Framework Contracts, as a result of the initial Source Selection.
 - 1.2.2 “Level of Effort” Purchase/Task Orders require the Contractor to provide personnel of specified qualifications to provide services for a definite amount of man-hours within an identified scope of work.
 - 1.2.3 “Deliverables” Purchase/Task Orders require the Contractor to deliver specific item(s) or perform specific service(s) with a defined output within a defined amount of time.
 - 1.2.4 “Contracting Authority” means the designated Contracting Officer as detailed herein.
“Personnel” refers to AAS+ Framework Contractor and/or their sub-contractor(s) employees working pursuant to an awarded Purchase/Task Order.
 - 1.2.5. “NATO Body” refers to any NATO organization other than NCI Agency
 - 1.2.6. “Market Place” refers

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

- 2.1 The definition of “Purchaser” for the purposes of this Contract is hereby modified from the definition of Contract General Provisions Clause 2 “Definitions of Terms and Acronyms” to “NATO C&I Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract and stands as one of the Contracting Parties. The definition of Purchaser encompasses any legal successor to the NATO C&I Organisation and its designated representative, as may be agreed by the NATO member Nations.”
- 2.2 For the purposes of this Contract, the Contract General Provisions the following Clauses are hereby deleted:
 - 2.2.1 For Level-Of-Effort Purchase/Task Orders
 - 2.2.1.a CLAUSE 8 – PERFORMANCE GUARANTEE
 - 2.2.1.b CLAUSE 21 – INSPECTION AND ACCEPTANCE OF WORK
 - 2.2.1.c CLAUSE 22 – INSPECTION AND ACCEPTANCE OF DOCUMENTATION
 - 2.2.1.d CLAUSE 23 – USE AND POSSESSION PRIOR TO ACCEPTANCE
 - 2.2.1.e CLAUSE 24 – OWNERSHIP AND TITLE

- 2.2.1.f CLAUSE 27 – WARRANTY OF WORK (EXCLUSIVE OF SOFTWARE)
- 2.2.1.g CLAUSE 32 – NATO CODIFICATION
- 2.2.2 For Deliverables-Type Purchase/Task Orders
 - 2.2.2.a CLAUSE 8 – PERFORMANCE GUARANTEE
 - 2.2.2.b CLAUSE 23 – USE AND POSSESSION PRIOR TO ACCEPTANCE
 - 2.2.2.c CLAUSE 32 – NATO CODIFICATION
- 2.3 For the purposes of this Contract, the Contract General Provisions, the following Clauses are hereby modified/supplemented:
 - 2.3.1 CLAUSE 7 – FIRM FIXED PRICE CONTRACT is hereby supplemented by **ARTICLE 5 – CONTRACT STRUCTURE**.
 - 2.3.2 CLAUSE 9 – PARTICIPATING COUNTRIES is hereby modified to reflect that there are thirty (30) Member Nations of the North Atlantic Treaty Organization.
 - 2.3.3 CLAUSE 10 – SUB-CONTRACTS is hereby modified to delete Paragraphs 10.3 through 10.6.
 - 2.3.4 CLAUSE 11 – SECURITY is hereby supplemented by **ARTICLE 11 – SECURITY AND NON-DISCLOSURE**.
 - 2.3.5 CLAUSE 12 – RELEASE OF INFORMATION is hereby supplemented by **ARTICLE 11 - SECURITY AND NON-DISCLOSURE**.
 - 2.3.6 CLAUSE 25 – INVOICES AND PAYMENT is hereby supplemented by **ARTICLE 12 – INVOICES AND PAYMENT**.
 - 2.3.7 CLAUSE 38 – LIQUIDATED DAMAGES is hereby modified to exclude Level-of-Effort Purchase/Task Orders.
 - 2.3.8 CLAUSE 6 - AUTHORISATION TO PERFORM / CONFORMANCE TO NATIONAL LAWS AND REGULATIONS is hereby replaced by Article 16.

ARTICLE 3. SCOPE OF WORK

- 3.1 The scope of this contract is for the provision of Advisory and Assistance Services to the NATO Communications and Information Agency (NCI Agency). This scope is further defined by the Statement of Work, and all other attachments.
- 3.2 Each successful bidder for this contract shall be awarded a standalone AAS+ Framework Contract matching the requirements of CO-115796-AAS+ under their respective Market Place.

ARTICLE 4. OPTIONS AND CONTRACT DURATION

- 4.1 The Contract shall commence upon Purchaser signature, which shall be the Effective Date of Contract (EDC) unless otherwise specified in the AAS+ Framework Contract. The Period of Performance shall be from EDC through 31 December 2024, with four (4) additional yearly Options.
- 4.2 The Purchaser may unilaterally exercise any Option(s) listed in the Schedule of Supplies and Services on or before the date(s) listed therein. This exercise shall

be awarded via a unilateral Contract Amendment or Purchase/Task Order, effective on the date of Purchaser signature, and communicated in accordance with **Article 9**. In no event shall the AAS+ Framework Contractor engage in the performance of any Option(s) or part thereof without the written consent of the Purchaser Contracting Authority.

- 4.3 This unilateral right does not create an obligation on the part of the Purchaser to exercise any Option(s).
- 4.4 Ordering and Delivery Periods
 - 4.4.1 Purchase/Task Orders may be issued from Contract Award through 31 December 2028.
 - 4.4.2 Any Purchase/Task Order issued during the effective period of this contract and not completed within that time shall be completed by the AAS Framework Contractor within the time specified in the Purchase/Task Order. The contract shall govern the AAS Framework Contractor's and Purchaser's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the AAS Framework Contractor shall not be required to make any deliveries under this contract after 31 December 2030

ARTICLE 5. CONTRACT STRUCTURE

- 5.1 Each successful bidder for this contract shall be awarded a standalone AAS+ Framework Contract matching the contractual requirements of CO-115796-AAS+ under Market Place 1 or Market Place 2.
- 5.2 The Supplier (and its sub-contractors at any tier) shall exclusively belong to ONLY ONE of the 2 (two) Market Places at any time during the Contract duration thus ensuring the independency of the companies belonging to Market Place 2 IDIQ Framework contract.
- 5.3 The AAS+ Framework contract shall be a Requirements contract, pursuant to **Article 5.4** and **Article 6**, and shall have no intrinsic monetary value.
- 5.4 The Purchaser shall compete Purchase/Task Orders as detailed in **Article 6**. Upon selection as the successful bidder for a specific Request for Quote (RFQ), as detailed in **Article 6**, a Purchase/Task Order shall be awarded and the appropriate AAS+ Framework Contract will be unilaterally amended to reflect the Requirements award.
- 5.5 Unless otherwise specified in the Task Order, travel costs associated with awarded Purchase/Task Orders will be processed by the Purchaser and reimbursed directly to AAS+ Framework Contractor personnel, in accordance with the Purchaser Internal Policy. Travel requirements vary by requirement and shall be communicated to personnel in accordance with **Article 7.1.2**. Note that each AAS+ Framework Contractor is responsible for all liabilities during performance of Travel, and the AAS+ Framework Contractor indemnifies the Purchaser regarding these liabilities.

ARTICLE 6. PURCHASE/TASK ORDERS

- 6.1 **Type 1 – Deliverables-type Purchase/Task Order Methodology**

- 6.1.1 The Purchaser shall compete Purchase/Task Orders to the maximum extent practicable, when new requirements are identified. Purchase/Task Orders subject to competition will be simultaneously presented to all AAS+ Framework Contractors within the targeted Market Place possessing a valid AAS+ Framework Contract.
- 6.1.2 As AAS+ requirements arise, RFQs will be issued for those specific requirements. These RFQs shall contain all pertinent information to enable the AAS+ Framework Contractors to reasonably bid on the requirement (including the Type - Deliverables), Evaluation Methodology, Statement of Work and other items as may be necessary).
- 6.1.3 RFQs shall have a bid closing deadline of at least 14 calendar days after issuance.
- 6.1.3.a Bids received after the bid closing deadline may be considered in an effort to maximize competition, with the decision to admit the late bid being a unilateral determination of the Purchaser.
- 6.1.4 AAS+ Framework Contractors shall bid voluntarily on RFQ requirements, by providing a legally binding bid. This bid shall be completed on the template attached to each RFQ, or any other method as defined within the RFQ, for the purposes of standardization. This template shall include, at a minimum, for Deliverables Purchase/Task Orders, Project Proposal, Curriculum Vitae(s) of the personnel proposed and the Firm Fixed Prices.
- 6.1.4.a AAS+ Framework Contractors shall be limited to proposing three (3) Bids and one set of firm fixed prices per competed requirement for Deliverables Purchase/Task Orders, unless otherwise specified within the RFQ.
- 6.1.4.b The Firm Fixed Price(s) for Deliverables Purchase/Task Orders shall be fully loaded and include all direct/indirect/profit charges, including, but not limited to, temporary replacement of assigned personnel for extended absences (i.e. medical leave), continuing education/training, and turnover expenses. These shall be contractually incorporated at a Not-to-Exceed price pursuant to **Article 7.1.1**.
- 6.2 **Level-of-Effort Type Purchase/Task Order Methodology**
- 6.2.1 The Purchaser shall compete Purchase/Task Orders to the maximum extent practicable, when new requirements are identified. Purchase/Task Orders subject to competition will be simultaneously presented to all AAS+ Framework Contractors within the targeted Market Place possessing a valid AAS+ Framework Contract.
- 6.2.2 As AAS+ requirements arise, RFQs will be issued for those specific requirements. These RFQs shall contain all pertinent information to enable the AAS+ Framework Contractors to reasonably bid on the requirement (including the Type (Level of Effort or Deliverables), Evaluation Methodology, Statement of Work, and other items as may be necessary).

- 6.2.3 RFQs shall be categorized as “Urgent” (with a bid closing deadline of at least 7 business days after issuance) or “Routine” (with a bid closing deadline of at least 10 calendar days after issuance).
- 6.2.3.a Bids received after the bid closing deadline may be considered in an effort to maximize competition, with the decision to admit the late bid being a unilateral determination of the Purchaser.
- 6.2.4 AAS+ Framework Contractors shall bid voluntarily on RFQ requirements, by providing a legally binding bid. This bid shall be completed on the template attached to each RFQ, or any other method as defined within the RFQ, for the purposes of standardization. This template shall include, at a minimum, for Level of Effort Purchase/Task Orders, the Curriculum Vitae and Fixed Rate(s) per hour.
- 6.2.4.a AAS+ Framework Contractors shall be limited to proposing three (3) Bids (Curriculum Vitae) and one set of Hourly Rate(s) for the base period per competed requirement for Level of Effort Purchase/Task Orders, unless otherwise specified within the RFQ.
- 6.2.4.b The Fixed Rate(s) for Level of Effort Purchase/Task Orders shall be fully loaded and include all direct/indirect/profit charges, including, but not limited to, manpower overlap (minimum 10 Business Days unless not practicable, at the unilateral determination of the Purchaser), temporary replacement of Contractor’s assigned personnel for extended absences (i.e. medical leave), continuing education/training, and turnover expenses. These shall be contractually incorporated at a Not-to-Exceed price pursuant to **Article 7.1.1**.
- 6.3 Purchase/Task Order Evaluation, Selection, and Award Methodologies
- 6.3.1 Each RFQ shall specify the evaluation methodology to be used when selecting the successful bidder for a Purchase/Task Order. The two methodologies are:
- 6.3.1.a Lowest Price Technically Compliant (LPTC)
- 6.3.1.a.i Award shall be made to the lowest-price technically-compliant bidder, with no additional consideration given to technical qualifications exceeding those required by the RFQ.
- 6.3.1.b Best Value (BV)
- 6.3.1.b.i Award shall be made considering the technical qualifications of proposed candidates. Technical and Price considerations shall be weighted at 50%/50% of the evaluation score, unless otherwise specified in the RFQ. The Evaluation Methodology shall be specified in each RFQ.

- 6.3.2 No clarification requests are permitted, unless otherwise specified in the RFQ.
- 6.3.3 Bids supplied by AAS+ Framework Contractors represent a binding commitment to execute the scope of work detailed in the RFQ, if selected as the successful bidder. This binding commitment includes de facto acceptance of all terms and conditions as-written in the RFQ. Any exceptions to the RFQ Terms and Conditions or requirements will be grounds for a determination of non-compliance by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
- 6.3.4 AAS+ Framework Contractors may bid in the currency of any NATO Member Nation. For purposes of evaluation, all bids will be converted into an equivalent EURO rate using the exchange rates of the European Central Bank on the close of business of the last working day preceding the Bid Closing Date, for each RFQ.
- 6.3.5 The Purchaser may consider it necessary to interview nominees to assess their technical compliance with the requirements. These interviews will generally be carried out by telecommunication methods, but may also be at one of the Purchaser major locations in Belgium or The Netherlands. All cost associated with the interview shall be borne by the AAS+ Framework Contractor independently from the Purchaser's technical evaluation outcome.
- 6.3.6 For Level-of-effort Requirements, should the Purchaser have identical requirements to be released within two (2) months from a previous competition, the Purchaser reserves the right to verify availability and review those bids previously proposed under identical competed requirements, who were priced higher than the selected bid, to verify technical compliance. If the candidate under such bid should still be available and the bid is selected, the Purchaser will inform AAS+ Framework Contractors of the selection, and clearly indicate under which RFQ the bid was originally submitted under. AAS+ Framework Contractors will then be required to submit onboarding documentation indicating the new RFQ number, which will be provided to them by the Purchaser.
- 6.3.7 Curricula Vitae (for Level-of-Effort) / Key Personnel (for Deliverables Base) provided with Purchase/Task Order bids represent a binding commitment to supply the identified personnel at the Bid Rate(s)/Price(s), within the constraints of the terms and conditions of the AAS+ Framework Contract.
- 6.3.7.a AAS+ Framework Contractors shall ensure that the attestation at **Annex A** is completed and returned with each provided Curriculum Vitae / Key Personnel.
- 6.3.7.b Submission of the same personnel (as documented via Curriculum Vitae and **Annex A**), from more than one AAS+ Framework Contractor and for the same requirement, will be cause for a determination of non-compliance (before Purchase/Task Order award) or partial Termination For The Convenience Of The

Purchaser (after Purchase/Task Order Award) by the Purchaser. This determination shall apply to all bids utilizing the same personnel. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

6.3.7.c Failure to deliver the identified personnel on the start date designated in the RFQ, as a result of an otherwise successful bid, may be cause for a determination of non-compliance (before Purchase/Task Order award) or partial Termination For The Convenience Of The Purchaser (after Purchase/Task Order Award) by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

6.3.8 The Purchaser's assessment of the bids is not subject to dispute or to any claim for monetary compensation. All concerns about perceived irregularities in Purchase/Task Order competitions shall be immediately brought to the attention of the Purchaser Contracting Authority.

6.3.9 The Purchaser shall award requirements by accepting the successful bid as-proposed and issuing a unilateral Purchase/Task Order, which does not require the signature of the AAS+ Framework Contractor. The Purchaser shall provide award information to all AAS+ Framework Contractors upon Purchaser issuance of each Purchase/Task Order award as a result of an RFQ. This information will include, at a minimum, the successful AAS+ Framework Contractor and the total evaluated price.

6.3.9.a The Purchase/Task Order provided by the Purchaser may contain additional terms and conditions, and a signature block for the AAS+ Framework Contractor. Inclusion of these items is a limitation of the Purchaser's Business Application and are not intended to revise the terms and conditions of the AAS+ Framework Contracts. No countersignature is required on Purchase/Task Orders issued pursuant to **Article 6.3.9**.

6.4 Discount Percentages

6.4.1 For Level-of-effort Requirements ONLY, the AAS+ Framework Contractor hereby agrees to offer by the following discount percentages, as bid in their original proposal. These discount percentages shall apply to all awarded Purchase/Task Orders, and will be utilized in the Purchase/Task Order evaluation. These discounts shall be identified in invoices, and are additive (i.e. both a labor discount and a payment discount may be applied, calculated utilizing the original rate).

6.4.1.a Off-Site Discount: **TBD** (this discount is applicable to all requirements, and applies when the assigned personnel are permitted to work Off-Site, such as at-home)

6.5 Price Adjustment Formula

For the Level-of-Effort Purchase / Task Orders, the Contractor shall be bound by the hourly rates quoted for the Base Period.

For out years, at time of extension, the hourly rates revision will be calculated using the formula below:

$$P = P_o * (0.2 + 0.8 L/L_o)$$

In which:

P - Revised hourly rate for the applicable Task Order

P_o – Base Period Hourly Rate for the applicable Task Order

L - Labour index value registered in 3rd quarter or the most recent quarter available of the year prior to the revision / extension

https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

L_o - Basic index for Labour value at Task Order Award Date

https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

Indexes used for adjustments are the ones for the country where the delivery of the work takes place. For offsite requirements, the indexes considered are the ones for Belgium.

For Deliverables Base Purchase / Task Orders, for both Market Places, unless specified otherwise in the RFQ, the prices shall be Firm Fixed Prices for the duration of the specific Task Order.

6.6 For Market Place 1, transition of execution of requirements between current AAS Framework Contracts pool and future AAS+ Market Place 1 Framework Contracts pool:

6.6.1 From the date of AAS+ contract award through the end of Calendar Year 2023, new requirements originating from 2023 with a start date in 2024 will be competed within the AAS+ Framework Contract Suppliers Pool. Requirements originating from 2023 with an actual start date prior to 01 November 2023 will be competed under the current AAS Framework Contract Suppliers Pool and will then be transitioned under the AAS+ Framework Contract Market Place 1 Suppliers Pool if continued in 2024. It is anticipated that all existing AAS requirements to be continued in 2024 will be successfully transitioned from existing AAS Framework Contract Bidders Pool contracts as of 01 January 2024. To that effect, the following principles will be applicable for the transition period:

6.6.1.a Should a Task Order be held by a current AAS Supplier be continued in 2024 and should the holder of the Task Order be part of the new AAS+ Market Place 1 pool, the Purchaser will propose to continue the requirement at the 2023 rate adjusted for 2024 with the price

adjustment formula mentioned in Clause 6.5 of the contract special provision. Should the Supplier decline, the position will be re-compete under the new AAS+ Market Place 1 pool at a not to exceed rate equal to the adjusted rate calculated as per the above.

6.6.1.b Should a position held by a current AAS Supplier be continued in 2024 and should the holder of the contract not be part of the new AAS+ Market Place 1 pool, the position will be re-competed under the new AAS+ Market Place 1 pool at a not to exceed rate calculated by the Purchaser in accordance with the terms and conditions of the contracts addressing how requirements are competed under the market place.

6.6.2 The indexes used to adjust the 2023 rates will be considered in line with Clause 6.5 of the prospective Contract Special Provisions.

6.7 Personnel Replacement During Performance

6.7.1 During Purchase/Task Order performance, identified personnel may become unavailable for work under the AAS+ Framework Contract, beyond the reasonable control of the AAS+ Framework Contractor. In these cases, the AAS+ Framework Contractor shall identify replacement personnel to the Purchaser within 14 calendar days, or as otherwise may be mutually agreed between the Purchaser and the AAS+ Framework Contractor. This notification shall include the identified personnel's Curriculum Vitae and all associated contact information to enable Purchaser evaluation.

6.7.1.a Identified personnel shall meet the performance requirements specified for each requirement, at the unilateral determination of the Purchaser. Identified personnel may be interviewed pursuant to **Article 6.3.5**.

6.7.1.b Upon written approval by the Purchaser, the identified personnel shall be deemed accepted with regards to their suitability for the requirement.

6.7.1.c Failure to identify qualified replacement personnel within 14 calendar days may be grounds for a partial Termination For The Convenience Of The Purchaser, with the requirement subsequently released for competition. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

6.7.2 During Purchase/Task Order performance, the Purchaser may encounter performance issues with identified personnel. These issues will be documented in writing to both the personnel and the AAS+ Framework Contractor. Repeated performance issues, or uncorrected

poor performance, may be grounds for a partial Termination For The Convenience Of The Purchaser, with the requirement subsequently released for competition. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

- 6.8 Post-Award Duty Location Changes for Level-of-Effort Purchase/Task Orders
- 6.8.1 During Purchase/Task Order performance, it may be necessary for the duty location of a requirement to be permanently transferred to a geographic location that is different from the one identified in the original RFQ.
- 6.8.2 The Purchaser Contracting Authority may calculate revised rate profile(s) using the differential of the Equivalent NATO Grade pay rate between the original and revised duty location(s), or an equivalent methodology. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.
- 6.8.3 The AAS+ Framework Contractor will be notified of the revised rate profile(s) through a Bilateral Contract Amendment incorporating the change(s). Within 14 calendar days from notification, the AAS+ Framework Contract shall either:
- 6.8.3.a Sign and return the Bilateral Contract Amendment, accepting the revised rate profile(s)/duty location(s) and guaranteeing that the associated personnel will be present in the new duty location(s) as of the start date(s) specified therein.
- 6.8.3.b Inform the Purchase Contracting Authority that the AAS+ Framework Contractor rejects the change(s) to the rate profile(s)/duty location(s). This notification shall automatically establish a partial Termination For The Convenience Of The Purchaser, limited solely to the revised requirement(s). The requirement(s) shall then be released for competition pursuant to **Article 6**.
- 6.8.4 Failure to do either of the above actions within 14 calendar days shall automatically establish a partial Termination For The Convenience Of The Purchaser, limited solely to the revised requirement(s). The requirement(s) shall then be released for competition pursuant to **Article 6**.

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

- 7.1 Non-Standard Working Arrangements
- 7.1.1 The Hourly Rate(s) contractually incorporated as a result of **Article 6** reflect the rate(s) to be paid for work performed in accordance with standard National Labor Law requirements (which vary by country) and Purchaser Internal Policy. The Purchaser then utilizes these rates to fund a Not-to-Exceed (NTE) price reflecting the required hours and the standard Hourly Rate(s).
- 7.1.2 The Purchaser may require that specific personnel provides support outside of standard working hours as defined in National Labor Laws

and Purchaser Policy (hereafter referred to as “Non-Standard Working Arrangements”). This may include, but is not limited to, On-Call, Nights, Weekend, and Holiday hours.

Rules applying in the case of specific non-standard working arrangements are as follows:

- In the case of shift work for 24/7 operations, the contractor shall not work in excess of twelve (12) hours at a time, and shall have a mandatory rest of at least eight (8) hours of between shifts;
- In the case of ad-hoc teleworking arrangements, agreement on the scope and regularity of working from other locations is to be agreed with the line manager responsible for approving time sheets, as well as the Service Line resource manager;
- **For requirements exceeding the standard 38 hours per week, the contractor may invoice for all hours of performance, but no additional compensation in the form of overtime calculation shall be added to the agreed hourly rate.**
- If a contractor is required to work a full day (7.6. hours) over the weekend, they shall be entitled to a mandatory rest of twenty-four (24) consecutive hours.
- Each requirement for Non-Standard Working Arrangements will be sent directly to the personnel assigned to a requirement, by their requirement manager. It is the responsibility of the personnel to liaise the request with their AAS+ Framework Contractor prior to performance of any work. Additionally, prior to performance of any on-call duty, the personnel shall achieve requirement manager approval regarding appropriate calculations pursuant to **Article 7.1.3.**

7.1.3 On-call duty shall be calculated as follows:

- on-call duty on a Weekday (Monday – Friday) shall result in 1 hour of compensation for a minimum of 4 hours up to 24 hours
- on-call on a Saturday or Sunday shall equate to 1 hour of compensation for less than 6 hours, 2 hours of compensation for 6-12 hours, and 3 hours of compensation for more than 12 hours
- on-call on an Official Holiday shall equate to 2 hours of compensation for less than 6 hours, 3 hours of compensation for 6-12 hours, and 4 hours of compensation for more than 12 hours

ARTICLE 8. INDEPENDENT CONTRACTOR

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

8.1.1 All AAS+ Framework Contract personnel shall identify themselves as such in all formal communications. This entails the inclusion of the word Contractor next to their job title in email signature blocks,

Skype for Business, business cards and in any other form of presentation. The personnel provided by the AAS+ Framework Contractor shall also identify itself as Contractor at the beginning of any meetings.

ARTICLE 9. CORRESPONDENCE AND CONTRACT ADMINISTRATION

- 9.1 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract Amendments shall only be valid when received in writing from the Purchaser Contracting Authority.
- 9.2 All Policy Updates communicated in writing by the Purchaser Contracting Authority during the contract execution shall be enforceable upon issuance and if required a contract amendment will be subsequently issued.
- 9.3 Formal and informal letters and communications shall be sent by e-mail to the official points of contact listed in each AAS+ Framework Contract.
- 9.4 All notices and communications shall be effective on receipt.
- 9.5 Official Points of Contact (or to individuals as may from time to time be designated in writing):

For the Purchaser:		For the AAS+ Framework Contractor:	
Contractual Matters:	Day-to-day requirement administration:	Contractual Matters:	Day-to-day requirement administration:
Contracting Authority as specified in each AAS+ Framework Contract Bids: Market Place 1: AASMP1.Bids@ncia.nato.int Market Place 2: AASMP2.Bids@ncia.nato.int	Requirements Manager assigned to each requirement	As specified in each AAS+ Framework Contract	Personnel assigned to each requirement

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

ARTICLE 10. TRANSPARENCY AND ETHICAL STANDARDS

- 10.1 Disclosure of Involvement of Former Purchaser Employment and Access to Privileged Information
 - 10.1.1 For every bid submitted in response to an RFQ, AAS+ Framework Contractors automatically certify that no personnel working as a part of the AAS+ Framework Contractors’ team responsible for preparation of

the bid, at any tier, have held employment with the Purchaser within the last two years.

10.1.1.a If this automatic certification is not possible, the AAS+ Framework Contractor shall notify the Purchaser in writing prior to bid submission. This notification may be cause for a determination of non-compliance by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

10.1.2 For every bid submitted in response to an RFQ, AAS+ Framework Contractors automatically certify that they did not have access to solicitation information (such as draft requirement documentation) prior to such information being authorized for released to all AAS+ Framework Contractors.

10.1.2.a If this automatic certification is not possible, the AAS+ Framework Contractor shall notify the Purchaser in writing prior to bid submission. This notification may be cause for a determination of non-compliance by the Purchaser. This determination is a unilateral right of the Purchaser, is a function of the Terms and Conditions of this contract, and is not subject to dispute or to any claim for monetary compensation.

10.2 Transparency of AAS+ Framework Contractor Personnel

10.2.1 The AAS+ Framework Contractor shall inform the Purchaser, for every Curriculum Vitae submitted, whether the proposed candidate has any family members working for the Purchaser and whether the identified personnel have previously been Purchaser employees (identifying Civilian/Military status with employed dates and position). In accordance with Purchaser Internal Policy, certain candidates may be excluded from carrying out work for the Purchaser.

10.3 Prohibition Against Recruitment of Serving Purchaser Staff

10.3.1 The AAS+ Framework Contractor is prohibited from approaching active Purchaser staff (Civilian or Military) to discuss future employment opportunities with their firm, or to act as a broker for employment with other firms, not including advertisements in the public domain. This does not prohibit the AAS+ Framework Contractor from approaching non-Purchaser staff who work for the Purchaser on a contracted basis, nor does it prevent the AAS+ Framework Contractor from approaching former Purchaser staff that have retired or separated, consistent with the disclosure requirements herein.

ARTICLE 11. SECURITY AND NON-DISCLOSURE

11.1 The security classification of the AAS+ Framework Contracts is NATO UNCLASSIFIED.

11.2 The AAS+ Framework Contractor and all sub-Contractors shall handle and safeguard NATO CLASSIFIED material in accordance with NATO and national security regulations.

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

ARTICLE 12. INVOICES AND PAYMENT

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

ARTICLE 13. APPLICABLE CONTRACTUAL RULES AND SUBJECT PENALTIES OF THE MARKET PLACE

- 13.1 Supplier Performance assessment:

13.1.1 The Purchaser is in the process of implementing Key Performance Indicators (KPI) in relation to the execution of the contract (e.g. number of submissions against requirements (activity), quality of proposed candidates for level of effort based tasks, etc..). To that effect, when in place, special terms and conditions will be amended unilaterally by the Purchaser to reflect how performance will be incentivized and improved through measurement of the defined KPIs

13.2 Issuance of formal red notice:

13.2.1 The Supplier is accountable for ensuring the enforcement of subject contract terms and conditions towards its partners or sub contractors. Shall the Purchaser notice through the implementation of the requirements, that (non-exhaustive list) candidates proposed do not have the qualifications mentioned on the CVs, or that candidates are not aware they have been proposed for a position (and that subsequently attestation is not correct), that declaration regarding security clearances are not correct (either not valid or not finalized, not in the possession of the Primes, etc...), the Purchaser will formally notify the Supplier of the issue and raise a formal red notice for contractual record

13.2.2 Should the Purchaser discovers after the on boarding of the selected candidate that false declarations have been produced by either the Supplier or the selected Candidate, the Purchaser will formally notify the Supplier of the issue and raise a formal red notice for contractual record.

13.3 Temporary exclusion of the AAS+ Market place- Termination

13.3.1 Should the Supplier receives 2 formal notifications as described in Clause 13.3.1, a one month exclusion of the Market place (starting at the date of the second notification) will be implemented. As a consequence, the Supplier will be excluded from bidding on all requirements processed during that one month period. In case the Supplier is also sub-contractor of another Supplier member of the AAS+ Pool, the Supplier will not be allowed to submit bids through another Prime in reply to requirements processed by the Purchaser during that exclusion period.

13.3.2 Should the issue subject of the red notice be discovered after issuance of a Purchase Order, the Purchaser may terminate the respective order without notification and, depending on the nature and origin of the issue, the personnel assigned to the execution of the Purchase Order may be definitely banned from future business with the Purchaser in the course of this Contract.

- 13.3.3 Should the Supplier be temporarily excluded from the AAS+ pool, the information will be disclosed to the other AAS+ pool members.
- 13.3.4 Should the Supplier receives 3 temporary exclusions of the Market Place in accordance with 13.4.1 and 13.4.2, the Purchaser may terminate the contract for default and as a consequence exclude the Supplier from the Market place. Active positions would be terminated at the same time and re-competed on the Market Place among the pool of remaining Suppliers.
- 13.3.5 Should a personnel assigned to the execution of a Purchaser Order be found in breach of the Non-Disclosure Agreement signed at the time of the on boarding (e.g. disclosing information obtained in the course of its duty, using such information for its personal benefit, etc...), or in breach of ethical standard in application within the Purchaser organization, the Purchaser may terminate without any notice the assignment and, depending on the nature of the infraction, decide to definitely ban the individual from future business with the Purchaser in the course of this Contract.
- 13.3.6 Should a personnel assigned to the execution of a Purchaser Order be definitely banned in line with above clauses, the name of the person will be made public to the AAS+ pool members.

ARTICLE 14. ON BOARDING OF NEW SUPPLIER ON THE MARKET PLACE

- 14.1 In order to maintain the competitiveness of the Market Place during the implementation period of the contract, should one or more of the initially selected Suppliers be terminated or leave the market place for whatever reason, the Purchaser reserves the right, at any time during the execution of the contract, to offer the possibility to join the Market Place to the next one or more of the qualified bidders from the Reserve List established at the time of the competition, starting from the first ranked qualified bidder in descending order. Should the solicited supplier(s) agree to join, an AAS+ Framework contract will be awarded to him (them). Should the solicited Supplier does not join, then the Purchaser will proceed to the next one in the Reserve List.

ARTICLE 15. NCI AGENCY SUPPLIER CODE OF CONDUCT

- 15.1 The NCI Agency has a Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html> and it constitutes part of this contract.
- 15.2 This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and

- the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 15.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ARTICLE 16. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

- 16.1 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 licenses and permits required in connection with the Contract. Contractor shall ensure, and provide evidence, that his Sub-contractors are in compliance with all applicable law, esp. immigration, tax and social security regulations. Contractor shall provide Purchaser with a copy of all documents that Purchase is required by law to retain (e.g. A1, Limosa declaration, if relevant). Contractor shall also provide a justification should Contractor and/or his Subcontractor claim they are eligible to an exception under said rules and regulations. Purchaser retains the right to audit, at any time, Contractor and his Sub-contractors and to refuse access to facilities, at no cost to the Purchaser, to Subcontractors whose status is not confirmed as being in compliance with law and regulations. No claim for additional monies with respect to any costs or delay to obtain the authorizations to perform shall be made by the Contractor”.
- 16.2 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: immigration, social security, 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.
- 16.3 The Purchaser reserves the right to process spot checks and request the Contractor to provide evidences that compliance with those regulations is met. In case it is discovered that the Supplier or its employees/ contracted personnel assigned to the execution of the task is in breach of the regulation, remedial action will immediately be requested by the Purchaser and preventative measures can be implemented unilaterally by the Purchaser to preserve its rights depending on the nature of the non-compliance.

ARTICLE 17. PROVISION OF ADVISORY AND ASSISTANCE SERVICES TO NATO BODIES (OTHER THAN NCI AGENCY)

17.1 The Purchaser reserves the right to extend the Advisory and Assistance Services under the AAS+ Framework Contracts to NATO bodies (other than NCI Agency).

17.2 Subject to any limitations of Article 17, the Contractor shall furnish to the NATO Body all supplies or services specified in accordance with the AAS+ Framework Contract supplemented by the specific task orders issued by the NATO Body.

17.3 Prices and Charges

The NATO Body issuing the specific Purchase/Task Orders against the AAS+ Framework Contract shall pay the Contractor, for the provision of services delivered, according to the prices established through the specific task order against the AAS+ Framework Contract. The Purchaser shall not be responsible directly or indirectly for any cost under Purchase/Task Orders between the Contractor and NATO bodies, not for any direct or indirect liability from event resulting from the execution of any Purchase/Task Order entered into between NATO Body and Contractor.

17.4 Invoices and Payments

17.4.1 The Contractor must issue invoices to the NATO Body having issued the specific Purchase/Task Order according to the frequency and format specified in the AAS+ Framework Contract and/or specific orders.

17.4.2 The Contractor will be paid through the payment method and schedule specified in the specific Purchase/Task Order.

17.5 All notices and communications between the Contractor and the NATO Body in relation to the specific Purchase/Task Orders issued by the NATO Body against the AAS+ Framework Contract shall be delivered at the applicable address and contact details below. The list below can be unilaterally amended, at any time by the Purchaser, to include additional NATO Bodies as and when required.

NATO HQ – IMS Office of the Chief Information Officer (OCIO)	Office of the Financial Controller Boulevard Leopold III 1110 Brussels, Belgium
SHAPE	Building 101 Rue Grande 7010 Mons, Belgium
NATO HQ - IS	NATO HQ Boulevard Leopold III 1110 Brussels, Belgium

17.6 NATO Body Representative

The individual(s) specified below are identified by the relevant NATO Body as the staff elements that have authority to issue Purchase/Task Orders,

coordinate, monitor, and control Contractor’s performance against the specific Purchaser Orders issued by the NATO Body:

NATO HQ – IMS Office of the Chief Information Officer (OCIO)	Ernesto Scoglionero Purchasing & Contracting Officer Telephone: +32 2 707 5341 Email: scoglionero.ernesto@hq.nato.int
SHAPE	To be confirmed
NATO HQ - IS	To be confirmed

- 17.7 The NATO Body Representative listed above may designate other staff elements as technical focal points for the execution of specific tasks. Their designation and contact details will be stated in the corresponding Purchase/Task Orders.
- 17.8 The NATO Body’s Representative(s) stated above has no authority to change the terms and conditions of the AAS+ Framework Contract.
- 17.9 The NATO Body’s Representative issuing the specific Purchase/Task Orders against the AAS+ Framework Contract is responsible for addressing all contractual and day-to-day activities with the Contractor in relation to the execution of the Purchase / Task Orders against the AAS+ Framework Contract terms and conditions (supplemented by any specific Terms and Conditions related to the specific Purchase / Task Orders), including but not limited to payment of invoices, processing of claims, etc.
- 17.10 The Purchaser shall not be held liable for any issue related to or arising from the specific PO issued by the NATO Body.
- 17.11 Roles and Responsibilities of the Purchaser and NATO Body regarding the execution of NATO Bodies’ requirements are specified in the Annex C.

ANNEX A – ATTESTATION OF CURRICULUM VITAE SUBMISSION

INITIAL PORTION TO BE SIGNED BY THE PERSONNEL PROPOSED FOR REQUIREMENTS, AND LOWER PORTION TO BE SIGNED BY THE SUBMITTING AAS+FRAMEWORK CONTRACTOR. TO BE SUBMITTED WITH EACH AAS+FRAMEWORK CONTRACTOR BID.

I ATTEST:

1. That I hereby willingly submit my Curriculum Vitae for consideration for Advisory and Assistance Services (AAS) Framework Contract requirement *[enter requirement number]* through *[AAS+ Framework Contractor]*
2. That I have given sole authorization to *[AAS+ Framework Contractor]* to represent me for this position, and understand that I will be excluded from competition should my Curriculum Vitae and signed Attestation be received from more than one AAS+ Framework Contractor
3. That, if selected, I am available to begin work on within the specified start date timeline from Purchase Order issuance, as specified in the AAS+ Framework Contract requirement
4. That I have full comprehension of the Terms and Conditions of the AAS+ Framework Contract which will govern the performance of this requirement
5. That I have no family members currently employed by the Purchaser (to be changed if required)
6. That I have not been previously employed, indirectly or directly (NIC, IWC, Service Contract, temp, consultant or intern), for the needs of the Purchaser (to be changed if required). If employed in the last two years, list the service line, location and line manager below:

-
7. That I have completed negotiations on labor rates and all associated benefits regarding AAS+ Framework Contract requirement *[enter requirement number]*, and that these negotiations may not be reopened prior to requirement award. I hereby agree to provide copies of documentation to this effect, directly to the Purchaser, if requested by the Purchaser.
 8. I understand that failure to abide by the above will be subject to penalties as outlined in article 13 of the AAS+ Framework Contract Special Provisions.

Date	Full name (in block capitals)	Signature
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[AAS+ Framework Contractor] ATTESTS:

1. That we have verified that the proposed candidate possesses a currently active *[enter level]* Security Clearance, which meets the minimum Security Clearance requirement specified in the Request for Quote.
2. That should we be awarded the contract under solicitation, the proposed candidate is compliant with article 6 of the NCI General Provisions – Authorization to Perform / Conformance to National Laws and Regulations which applies to, but it is not limited to, ensuring sub-contractors’ compliance with Host Nation laws in the areas of tax, immigration/registration/permits and social security and that we shall provide the NCI Agency any such evidence to which the NCI Agency is required, by law, to have.
3. Additionally, we acknowledged that under Host Nation laws it may be possible for the Host Nation to request the Contractor to provide evidence of their subcontractors’ compliance with Host Nation laws as well as the NCI Agency reserves the right to request any documents that the Agency is required by law to poses.
4. I understand that failure to abide by the above will be subject to penalties as outlined in article 13 of the AAS+ Framework Contract Special Provisions.

Date	Full name (in block capitals)	Signature
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ANNEX B - NON DISCLOSURE DECLARATION

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

I UNDERSTAND:

1. That I must preserve the security of all Informationⁱ that comes to my knowledge as a result of this contract [Task Order Reference] with the NCI Agency and that I undertake to comply with all relevant security regulations.
2. That I must not divulge to any unauthorized person, any Information gained by me as a result of this contract with NATO, unless prior permission for such disclosure has been granted by the appropriate NATO authority.
3. That I must not, without the approval of the appropriate NATO authority, publish (in any document, article, book, CD, video, film, play, or other form) any Information that I have acquired in the course of my official duties for NATO.
4. That, at the end of the contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorised to retain.
5. That if I violate prescribed security practices either intentionally or accidentally, my work on NATO premises shall be immediately terminated.
6. That the provisions of the above Declaration apply not only during the period of my contract with the NCI Agency, but also after my work has ceased and that I am liable to prosecution if either by intent or negligence I allow information to pass into unauthorized hands.
7. That I commit to fulfil my obligations for the period of performance mentioned in the Schedule of Supplies and Services (including the optional periods) unless major events beyond my reasonable control happen.
8. That shall I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the AAS+ Framework Contractor, which is currently employing me, has provided NATO with an acceptable suitable substitute in accordance with the AAS+ Framework Contract Special Provisions **Article 6**.
9. That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me and to discharge these functions with the interests of NATO only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government, company or from any authority other than that of NCI Agency.
10. That within the next two weeks I shall acquaint myself with NATO security regulations and security operating instructions.
11. I understand that failure to abide by the above will be subject to penalties as outlined in article 13 of the AAS+ Framework Contract Special Provisions.

Date

Full name (in block capitals)

Signature

ⁱ "Information" includes but is not limited to classified and commercial-in-confidence information.

ANNEX C - INSTRUCTIONS TO EXTERNAL NATO BODY

Note: This is subject to adjustments as required during the implementation of the contract.

Process Stage	Action Owner / Responsibilities	Comments
Provision of the SoW Confirmation of Funding - To be received via pre-agreed channels - SoW to be reviewed with NCIA ACQ AAS	Non-NCIA NATO Body	
Issuance of the RFQ to the AAS Primes	NCIA ACQ AAS	Non-NCIA NATO Body POC will be notified of the issuance date and closing date of the RFQ by the NCIA ACQ AAS
Bids reception, Administrative review of the bids	NCIA ACQ AAS	
Technical Evaluation of the Bids	Non-NCIA NATO Body	Technical evaluation to be provided by the Non-NCIA NATO Body to the NCIA ACQ AAS
Award of the Contract by the NCIA ACQ AAS - Notification of the award to the successful bidder - Notification to the unsuccessful bidders	NCIA ACQ AAS	Cc the Non-NCIA NATO Body POC
PO issuance	Non-NCIA NATO Body	Cc NCIA ACQ AAS
On-boarding of the contractor's personnel	Non-NCIA NATO Body	
Payment of invoices	Non-NCIA NATO Body	
Any contractual issues such as, but not limited: - Replacement of contractor's personnel during the performance of the contract iaw with the AAS+ Contract T&Cs - Price Adjustments - Performance issues - Notification of contract termination	NCIA ACQ AAS Following notification from the Non-NCIA NATO Body POCs	



IFB-CO-115796-AAS+

ADVISORY AND ASSISTANCE SERVICES

**Market Place 1: Advisory and Assistance Services
and**

Market Place 2: Independent Consultancy Services

BOOK 2, PART 2, SECTION 2

CONTRACT GENERAL PROVISIONS

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLES A1-1

1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

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

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

- 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

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.

.....

.....
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)

- 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,

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"

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

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

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 PRINCIPLESA. 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.



IFB-CO-115796-AAS+

ADVISORY AND ASSISTANCE SERVICES

**Market Place 1: Advisory and Assistance Services
and**

Market Place 2: Independent Consultancy Services

BOOK 2, PART 3

FRAMEWORK CONTRACT STATEMENT OF WORK

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1. Introduction

1.1 NCI Agency and the Advisory and Assistance Services (AAS)

The NATO Communications and Information Agency (NCI Agency) is NATO's principal C3 capability deliverer and CIS service provider. It provides, maintains and defends the NATO enterprise-wide information technology infrastructure to enable Allies to consult together under Article IV, and, when required, stand together in the face of attack under Article V.

In order to provide these critical services, in the modern evolving dynamic environment the NCI Agency needs to build and maintain high performance engaged workforce. The NCI Agency workforce strategically consists of three major categories: NATO International Civilians (NIC)s, Military (Mil) and Interim Workforce Consultants (IWC)s. The IWCs are a critical part of the overall NCI Agency workforce and make up approximately 15 percent of the total workforce.

The aim of the new second generation AAS Contract(s) is to build on the current approach and adapt to the new NATO Madrid summit declaration. The current AAS contract execution value is approximately 90MEUR per year.

The new AAS Contract will pickup on two of the NATO Madrid summit declaration items, namely climate change, and gender equality, or more broadly Diversity and Inclusion (D&I).

The current AAS tasks are wide ranging, however, a significant proportion are for engineers and technicians in the areas of Cyber Security, Core enterprise services, Service Support and Business Applications and NATO Digital Workplace.

2. NCI Agency Vision, Mission and Strategic Goals¹

The NCI Agency is built upon the foundation of enduring enablement for NATO's bedrock commitments in the Washington Treaty. In particular, we provide, maintain and defend the NATO enterprise-wide information technology infrastructure to enable Allies to consult together under Article IV, and, when required, stand together in the face of attack under Article V. Our fundamental role as enshrined in our Charter is to act as NATO's principal C3 capability deliverer and CIS service provider for the full range of its entitled requirement holders and customers. Our Charter mission is to:

- Deliver C3 capabilities to our requirements holders, whilst ensuring their coherence and interoperability in compliance with agreed NATO architectures;
- Ensure provision of secure CIS services to our customers;
- Deliver capabilities and provide services other than C3/ CIS to NATO and nations, as approved by our Agency Supervisory Board (ASB).

With the Strategic Direction and Guidance 2022-2026, the ASB established its ambition to ensure the NCI Agency's effectiveness and future relevance by adapting the NCI Agency organizational knowledge, structures and processes to the core business functions. Through the Strategic Direction and Guidance, the NCI Agency is mandated to respond efficiently to customers' needs and enable the delivery of modern CIS capabilities across four focal areas, which inform the strategic planning over a five-year period. These four focal areas are as follows:

1. Strengthen NCI Agency Core Business, by aligning structures and processes "to ensure that they are able to effectively adapt to changes and to ensure its efficient and effective delivery and provision of needed capabilities and services to its customers;"
2. Adaptive Support to NATO Core Tasks, by focusing on its "continued ability to not only support current NATO missions, but also be able to adapt and react quickly to new operational functions and provide support across the full spectrum of operations and missions in support of NATO's core tasks;"
3. Strengthen Cyber Security and Cyber Resilience, by providing "effective, agile and resilient cyber protection in order to enable the secure execution of NATO's core tasks in a cyber-contested environment;" and

¹ Extract from The NCI Agency Strategic Plan 2022-2026.

4. Enhancement of Digital Modernization, by “embracing innovation, adaptability and resilience enabling NATO to exert information superiority for decision-making across the full spectrum of operations and missions. A continuous oversight of capability life cycle and planning for timely capability refreshment is required to support business continuity.”

The NCI Agency will execute its mission against the backdrop of constraints and enablers, while also working as part of a much broader constellation of stakeholders. For the foreseeable future, it is anticipated the NCI Agency operating context is characterized by several key environmental factors and assumptions throughout the timeframe foreseen, which in turn circumscribe the Strategic Plan:

- The most important priority is support to NATO operations and exercises, and will remain so.
- NCI Agency will fundamentally remain a customer-funded organization, as entrenched in our Charter and the Customer Funding Regulatory Framework. As such, the scope of project and service delivery will remain aligned to the requirements defined and funded by our customers. The Common-Funded Capability Delivery Governance Model will be the primary mechanism through which NATO will initiate and guide the delivery of NATO collective capabilities.
- Unprecedented demand will be placed upon ICT capabilities and services as well as innovation, presenting both opportunities and challenges for the NCI Agency to be agile in meeting new and evolving requirements. Increased demand will be driven through two major developments:
 - The employment and development of the Alliance’s military instruments, consistent with the Concept for Deterrence and Defence of the Euro-Atlantic Area and the NATO Warfighting Capstone Concept, respectively. These concepts will place greater premiums on interoperability, accelerated decision-making, business continuity in crisis conditions, and cross/multi-domain operations, all of which can be enabled and underpinned through technological solutions;
 - The commitments taken as part of the NATO 2030 agenda to maintain a technological edge over our potential adversaries. Under Preserving our Technological Edge, NATO has committed to foster technological cooperation among Allies, promote interoperability, and encourage the

development and adoption of technological solutions to address our military needs.

Vision

By 2026, we will be a trusted partner to the NATO enterprise in the efficient, timely, and cost-effective delivery of communications and information systems (CIS) capabilities and services across the Alliance. We will be agile and adaptable to support and enable NATO's own changing course, and in doing so, we will execute our mission at the speed of relevance and to the satisfaction of our strategic partners and customers.

We will institutionalize a culture of delivering value. Our staff will have a keen awareness of and sense of accountability for the value they bring to the Alliance. Our leaders will promote efficiency and decision-making that enables our talented staff to deliver. Through excellence in delivery and transparent communication, our customers and strategic partners will understand the Agency's value proposition as NATO's principal C3 capability deliver and CIS service provider for the Alliance.

Our utmost concern remains our support to the Alliance's operational commitments. As such, we will prioritize support to current NATO missions, but we will also be able to adapt and react quickly to new operational demands and provide support across the full spectrum of operations and missions in support of NATO's core tasks.

Strategic Goals

1. Excellence in delivery. Our success is weighed against how we fulfil the demands and requirements of our customers; when our projects and services fall short of target, we fundamentally fall short in our mission.
2. Support NATO's ambitious agenda. The speed of technological change has never been higher, and delivery for today must be adaptable to ensure success for tomorrow.
3. Hire, train and retain the best. Delivering success depends upon having the right personnel with the right skillsets, experience and motivation in the right place at the right time, hosted in modern, secure and sustainable facilities.
4. Strong and lasting partnerships across the NATO enterprise. Our best success comes when we work together with our strategic partners in an environment of trust, transparency and close cooperation.

3. Agency Structure and functional areas

4.1 Executive Office

The executive Office consists of a number of key roles, which are described below:

General Manager: The NCI Agency acts as NATO's principal Command Control Consultation (C3) capability deliverer and Information Communications Technology (ICT) service provider for a broad range of Communications and Information (C&I) customers. It is a customer-funded, service-based organisation operating in a complex, multinational, political environment. Currently, 80% of the Agency's financing is derived from NATO's common-funded customers. As such, it responds to multiple stakeholders for the execution of its mission, functions and tasks. The General Manager (GM) is directly responsible to the Agency Supervisory Board (ASB) for the efficient and effective operation and administration of the NCI Agency.

Chief of Staff & Senior Military Officer: The Chief of Staff (COS) is the senior serving military officer assigned to the NCI Agency. Following strategic guidance from the GM, the COS provides oversight of day-to-day activities and issues and is responsible for ensuring the efficient and effective operation of the Agency functional support elements. In this capacity the COS exercises oversight over the Risk Management and Quality Management functions within the Agency. The COS acts as the NCI Agency senior military interface with the Strategic Commands (SCs), NATO Command Structure (NCS), NATO Headquarters (NHQ) and the Military Committee (MC) (especially for matters affecting military (MIL) staffing) and as the Senior Military Advisor to the GM. Additionally, the COS is responsible for the NCI Agency crisis management activities, and the Agency Business Continuity Management System (BCMS) in the role of Business Continuity Executive.

Executive Management: Executive Management (EM) provides cross-Agency coordination of activities to ensure that guidance and tasks from the GM and COS are synchronised and achieved on time and are in line with the Executive intent. Under direct accountability to the GM, EM is responsible for the overall conduct, management and execution of the Executive Office. These duties include alignment and integration of all liaison efforts across NATO, and constant coordination with Agency leadership to ensure that the GM and COS are prepared for all Agency decisions. EM supports the GM and

COS through executive support, executive coordination, NATO liaison, strategic communications and partnership functions.

Legal: The Legal Advisor/Director Legal Office is directly responsible to the GM for legal and policy advice on the entire spectrum of operational and international law. The Legal Adviser is responsible for planning, developing, maintaining and managing NCI Agency's legal affairs to fulfil its Chartered mandate. The NCI Agency Legal Office provides legal advice and services to the NCI Agency on official NATO matters in the following areas: legal basis and authority for NCI Agency activities; compliance with NATO rules and policies; legal review and interpretation of NCI Agency policies and directives; drafting, negotiation, review, and interpretation of agreements with Nations, NATO bodies and other international organisations (Memoranda of Understanding (MOUs), Memoranda of Agreement (MOAs), Memoranda of Working Arrangements (MWAs), Service Level Agreements (SLAs), Life Support Agreements (LSA's), Letters of Agreement (LOAs), etc.); legal status and privileges under international agreements; personnel related issues (including complaints, appeals and disciplinary proceedings); ethics and standard of conduct; contract law (including contract disputes and legal review of contracts), including claims from contractors; review and advice on applicable international and National law; liaison with other legal offices in NATO and national administration on all legal matters in common with these entities.

Internal Audit. The Office of Internal Audit (IA), led by the Head IA, is responsible for providing independent assessments of the Agency's risk management, governance, and internal control processes. IA's responsibilities are carried out through assurance, advisory, and consultancy services, to the General Manager and NCIO as documented in the ASB Audit Committee Charter. IA is responsible for Agency adherence to international standards for internal auditing.

4.2 Functional Area

Chief Service Operations: Chief Service Operation (CSO) is accountable for the day-to-day oversight of CIS services throughout the Area of Responsibility (AOR). They are responsible for CIS operational situational awareness to the General Manager (GM) and Chief of Staff (COS) and are exercising coordination authority for day-to-day in-service support across the Agency's portfolio.

Enterprise Service Operations Centre: The Enterprise Service Operations Centre (ESOC) within the CSO functional area operates, maintains and monitors CIS services throughout their allocated Area of Responsibility (AOR), in Static Warfighting Headquarters, Alliance operations and associated missions and exercises and to Nations and other customer organisations. The ESOC is responsible for continuous control and reporting for the NCI Agency's CIS infrastructure and services by applying enterprise processes to support network integrity and end-to-end service coherence. It is the Agency's single point of contact (SPOC) for all in-service support aspects (e.g. incidents and service requests) of enterprise services provided by the Agency. The ESOC provides up to Level 2 support services in accordance with service agreements for its eligible users and provides end-to-end visibility and incident resolution, including functional and managerial escalation.

CIS Sustainment Support Centre: The CIS Sustainment Support Centre (CSSC) under the CSO functional area provides Level 3 maintenance & repair for deployable and static ICT systems as well as technical assessment capabilities and limited engineering design. It is thereby uniquely positioned as the Level 3 Repair and Maintenance Hub for the Agency. The CSSC engineering and maintenance personnel are located within this central Hub, as well as the three Forward Support Points at Bydgoszcz (Poland), Naples (Italy), and Wesel (Germany). The CSSC serves as the central warehouse for ICT hardware within NATO servicing as the Asset Manager and is responsible for installing, operating, maintaining, upgrading, modifying, refurbishing, and supporting the full range of ICT capabilities in support of Alliance operations, missions and exercises throughout the Agency's area of responsibility (AOR). The CSSC supports Agency wide programmes and projects such as the Enterprise Business Application (EBA), POLARIS, and IT Modernisation. The CSSC is designated as the Assets Business Change Manager and functional lead for EBA and represents both the Asset Manager and Deployable CIS (DCIS) repair and maintenance communities within these important governance and development roles.

Chief Operating Office: The Chief Operating Office (COO), led by the Chief Operating Officer, is responsible for directing Agency business operations with a particular focus on Projects, Portfolios, and Programmes, Services as well as Programmes of Work (POWs).

The COO ensures business operations are efficient and effective and prioritises and directs the allocation of resources across the matrix organisation to meet customer and partner requirements. COO's lead on business operations and covers the planning and feedback cycle: beginning with customer relationship management (CRM), negotiation of annual customer agreements, project/programme mandates, and intake/prioritisation of customer requirements; feeding into business planning, including demand forecasting, workforce and sourcing planning, and developing the annual Business Plan; completing the feedback loop by using business intelligence to optimise service and project/programme delivery continually; making iterative enhancements to the service portfolio and the costed customer services catalogue; and, integrating enterprise service management and control (SMC) and portfolio management into daily production activities to measure and report on delivery performance.

Chief Technology Office: The Chief Technology Office (CTO), led by the Chief Technology Officer, acts as the Agency Technical and Design Authority (ATDA) within the NCI Agency, supporting the GM as the Senior Technology and Innovation Advisor. The CTO provides innovation and technical assurance support to all Agency organisational entities to ensure the coherent and professional delivery of C&I technical capabilities and services, in line with NATO Enterprise level architectures and the NCI Agency Strategic Plan and Business Plan. The CTO acts as a strategic thinker leading the NCI Agency Technology Strategy and associated strategic change initiatives required to deliver NATO's digital transformation. The CTO function continuously analyses the potential introduction of Emerging and Disruptive Technologies (EDT) into the NCI Agency Service Catalogue and Innovation Technology Roadmaps. The CTO is accountable for the technical coherence, architecture integration and engineering quality standards of all C&I capabilities and Information and Communications Technology (ICT) services during their design, implementation and execution phases, as part of the NATO Enterprise lifecycle, and in close coordination with the COO. The CTO provides a natural interface to the NATO Chief Information Office (CIO) for NATO Enterprise technology, innovation and architecture matters.

Agency Technical Design Authority: The Agency Technical Design Authority (ATDA) is a functional role delegated within the CTO organisation that acts as the single authority accountable for achieving technical coherence for requirements, engineering, architecture, service security engineering and service/system

integration at the project, programme and portfolio level, including external enterprise federation, regardless of funding mechanism. This is to achieve effective, integrated, efficient, secure and interoperable NATO ICT services across all NCI Agency organisational entities.

Exploiting Data Science and Artificial Intelligence: To improve the NCI Agency's delivery of Strategic Goal 8, to "Strengthen NATO decision-making through better use of information, the exploration of 'big data', artificial intelligence (AI) and machine learning tools and techniques to the advantage of the Alliance", the CTO Data Science and AI functional group will consolidate and optimise the NCI Agency's existing data science and AI expertise and technologies. This group will drive the provision of data science and AI services to the NATO Enterprise, allowing NATO to exploit its data resources effectively to these technologies and support faster, better decisions. This functional group focuses on data science and AI technical expertise within NATO, supporting the practical exploitation of data across NATO and technical collaboration with Allied data scientists and AI researchers.

Chief Information Office: The Chief Information Officer (CIO) leads the Agency's internal efforts to achieve digital transformation and transform into a Digital Enterprise. This involves leading the internal business changes needed for internal IT management, cyber adaptation, outsourcing strategy, competition advocate, internal knowledge management, and sustainability. This also includes the role of Chief Information Security Officer to set the vision and implement practices the meet agreed-upon policies and practices for enterprise-wide information security, including governance and training. The CIO coordinates the vision, strategy and business models, which support the digital enterprise and drives forward the organisational operating models required to support this ambition. The CIO is further responsible for coordinating and implementing cyber security policy and the coherent implementation of cyber security tasks, including asset/ configuration/ patching/ vulnerability (ACPV), vulnerability assessments and threat risk management within the Agency.

Acquisition: Acquisition (ACQ) is the key Agency executive level authority for all activities related to procurement in the Agency. The Chief of ACQ is responsible for developing, implementing, interpreting and monitoring all NCI Agency policy and

procedures for procurement and acquisition in accordance with NATO policies. The Chief is responsible for ensuring that interaction between the Agency and industry is consistent with the acquisition procedures, contractual agreements and ensuring that the legal and financial liabilities of the Agency are protected. The main responsibility of ACQ is to maintain the overall integrity of the Agency's processes in all areas relating to the acquisition, including procurement policy and procedures, logistics, facilities engineering, and cost estimating and analysis.

Financial Controller Office: The Financial Controller (FC) leads the Financial Controller Office (FCO) and reports directly to the GM for all financial aspects of the Agency's operation on both revenues and costs. The FC is in charge of establishing the system of internal financial control and planning, embracing all aspects of financial management. The FC acts as the GM's principal financial advisor and is personally accountable for the correct application of funding approved for use by the Agency and its supported programmes. In this capacity, the FC personally commits the Agency to courses of action to resource and/ or to steering committees and is responsible for ensuring efficient and prudent financial management within NCI Agency in compliance with NATO Financial Regulations (NFRs) and the Financial Rules and Procedures (FRPs), NATO Accounting Framework, NATO Civilian Personnel Regulations (NCPRs), and direction from the ASB and other governance bodies. The FC is responsible for producing the NCI Agency Financial Plan, Financial Statements and Statement of Internal Control, Customer Rates. The FC is responsible for financial risk management in the NCI Agency and an appropriate Internal Control Framework. The FC and FCO staff are independent of other staff elements.

Chief Quality Officer: The Chief Quality Officer is responsible to the Chief of Staff and ultimately the General Manager for the establishment and running of the Agency's Quality Management System. This includes the execution of independent test, verification, validation and assurance activities related to Agency systems, services, processes, programmes and projects. Additional supporting elements that the CQO is responsible for are reference environments, test tools and the provision of quality management subject matter expertise (SME). These activities are performed to facilitate Agency operations, projects, programmes, exercises, service transition, operational acceptance and continual improvement. Finally, the CQO is responsible for building a culture of quality throughout the organization. This includes establishing the necessary

management support and quality principles within the Agency that ensure quality control measures are implemented within all organizational entities and activities.

Chief People Officer: The Chief People Officer (CPO) is responsible for defining the Human Resource (HR) strategy to guide and implement all matters related to HR management. The CPO leads the NCI Agency HR team and is accountable for creating and developing modern policies and processes that positively influence staff performance, attitudes and behaviours, which deliver the required business results across the NCI Agency. HR directly affects the entire employee lifecycle, including talent attraction, on-boarding, retention, development and staff engagement. HR drives efficient, solution driven policies and services to build, maintain and enhance the NCI Agency's workforce. In addition, HR aligns its talent accordingly to support the overall strategic objective of the Agency in a dynamic and changing customer-funded environment.

Enterprise Services: The NCI Agency Enterprise Services (NES) manages NES personnel, non-IT material assets and related funds as well as the following NCI Agency Enterprise Services functions and processes in all NCI Agency's HQ and major locations – Mons (Belgium), Oeiras (Portugal), and The Hague (Netherlands) - to include: security - including health and safety and fraud prevention and detection, supply travel and store, building and facility management, registry as well as creative media and conference services. The NES exercises policy oversight of the above-mentioned NCI Agency enterprise services functions and processes in all other NCI Agency locations.

Chief Service Operations: Chief Service Operation (CSO) is accountable for the day-to-day oversight of CIS services throughout the Area of Responsibility (AOR). They are responsible for CIS operational situational awareness to the General Manager (GM) and Chief of Staff (COS) and are exercising coordination authority for day-to-day in-service support across the Agency's portfolio.

4.3 Business Areas

In the matrix structure, the Business Areas are the delivery centres and by their nature need be able to adapt flexibly to changing circumstances. The Centres described below are expected to change over time, therefore, dependent on emerging requirements. Such future changes will be coordinated with the Agency Supervisory Board (ASB) for approval.

Director Air and Missile Defence Command and Control: The Director Air and Missile Defence Command and Control (AMDC2) is responsible for providing effective and efficient through-life support for NATO Air Command and Control (AirC2) and Ballistic Missile Defence (BMD) operations. By ensuring a holistic approach to the delivery of capabilities and services, AMDC2 strives to evolve NATO capabilities to empower seamless, resilient and adaptable NATO operations and provide a federated system of systems to support the execution of Integrated Air and Missile Defence (IAMD). Within the construct of portfolio, programme, and project management (P3M), AMDC2 is responsible for ensuring effective planning, implementation, delivery to service, evolution, and in-service lifecycle support of NATO and National AirC2 systems, including the NATO Battle (Space) Management Command, Control, Communication and Intelligence (BMC3I) system, as assigned. AMDC2 further provides Command, Control, Communications, Computers (C4) Intelligence, Surveillance and Reconnaissance (ISR) (C4ISR) advice on AirC2 and BMD to NATO and National customers. Due to the mission criticality and air safety related requirements of the systems and service provided, all AMDC2 are required to be performed within a certified quality management system.

Director NCI Academy: The Director NCI Academy is accountable for all Agency business in the domain of Education, Training, Exercises and Evaluation (ETEE). The NCI Academy has its flagship training delivery location in Oeiras (Portugal) as well as staff and capabilities in The Hague (Netherlands), Mons and Brussels (Belgium) and Stavanger (Norway). The NCI Academy provides projects and services in three service areas. The Education and Individual Training service area deliver and maintain all Agency C4ISR and Cyber training services across the Alliance. The Collective Training and Exercises service area provides application services and SME services to support Collective Training and Exercises, including Modelling and Simulation. The Learning Innovation and Development service area delivers SME services on the analysis of training needs, development of learning materials, the introduction of innovative learning methods and technologies, and application services in the area of Education and Individual Training.

Director CIS Support Units: The Director CIS Support Units (CSU) enables end-to-end CIS services by directing our local units at each command location through installation, operation, maintenance and support to the full range of CIS capabilities during peacetime, crisis and war throughout their allocated Area of Responsibility (AOR) and as otherwise

directed. The CSUs provide an integral part of the delivery of Catalogue Services, in support of service delivery, as well as delivering local, non-catalogue Services for which the CSU Commander is the Service Owner (SO). The CSUs and supporting CIS Support Elements (CSE) are fundamental to NATO's overall mission and specifically to the local Command's mission. The Director CIS Support Units also commands the Operations and Exercises (O&E) business area accountable for providing the Agency's interface for supplying the C2 Catalogue of Services to customers that are planning and/or executing operations and exercises. It ensures that the Agency's responsibilities to deployed operations are met in line with the C2 arrangements, agreed Service Level Agreements (SLAs) and possible additional resources received through the Customer Request Form (CRF)/ Price Proposal (PP) process. The unit provides the customer interface in a consultancy capacity to match/ estimate customer requirements against those Services available from the Agency. Operations and Exercises is also responsible for the coordination, with the units and other elements concerned, of the budget committed to operations support and the coordination related to NCI Agency personnel's deployment. During major exercises, O&E leads the execution of customer requested services in coordination with the ESOC.

Chief Operational Analysis Centre: The Chief Operational Analysis Centre (OAC) is responsible for providing operational analysis (OA) services, including developing and using OA methods and supporting analytical toolsets. OA is a consultancy service that consists of developing and applying fit-for-purpose approaches and scientific methods to analyse problems across the spectrum of defence activities and supports decision makers in understanding, visualising and resolving these problems. OA services are provided to NATO and National planners and decision makers across various fields, including analytical support to defence planning, Alliance operations and missions, organisational effectiveness, and operational and user requirements capture and validation.

Chief NATO Digital Workplace Centre: The Chief NATO Digital Workplace Centre (NDWC) is responsible for the consolidated Agency consultation and collaboration services that compromise the current Digital Workplace, covering the operational NATO services, across all classifications and security domains, for mail, instant messaging, video teleconference (VTC), portals, telephony and mobile services. Responsibilities also cover the organisation and support of all digital events, meetings and large-scale conferences for both the Agency and NATO customers. Furthermore, the NDWC also

has the responsibility for driving the future roadmaps of these services across the NATO Enterprise to enable a NATO Digital Workplace through new services. The NDWC intends to facilitate a cultural shift in NATO from a traditional C2 to a paradigm where people Connect, Communicate and Collaborate, a digital #OneNATO, working in a completely digital way.

Chief NATO Cyber Security Centre: The Chief NATO Cyber Security Centre (NCSC) provides effective, agile and resilient cyber defences to enable the secure execution of NATO's Consultation, Operations and Missions, enhancing the Alliance's collective cyber defence. The NCSC maintains and strengthens the cyber hygiene of NATO's Enterprise networks and leads in the development and delivery of cyber security capabilities and services. The NCSC is the centre of technical expertise for cyber security within the Alliance by leading technical collaboration within NATO and Allied cyber defenders.

Chief NATO Infrastructure Services Centre: The Chief NATO Infrastructure Services Centre's (NISC) responsibilities essentially span all infrastructure services in the area of networks and data centres (Network Services, Infrastructure as a Service (IaaS), Platform as a Service (PaaS)). The NISC offers user-facing services, the backend as a service (BaaS) and integration services that Application Services and NATO Digital Workplace users need and allows a more holistic approach to outsourcing commodity services and leveraging relevant industry skills, experience, and knowledge.

Chief Command and Control Centre: The Chief Command and Control Centre (C2C) is responsible for planning and executing all lifecycle management activities (design, transition and operations) for assigned joint/ maritime/ land technical services (including; subject matter expertise (SME), research and development, architecture, software engineering; acquisition, deployment, operations and maintenance and disposal) in C3 Communities of Interest (COI) technical service areas (joint, land, maritime, nuclear, special operations, Civil-Military Co-operation (CIMIC), Chemical, Biological, Radiation and Nuclear (CBRN), operational planning and reporting, situational awareness, incident reporting and management, Advisor Network (ANET), joint and time sensitive targeting, C2 collaboration services) and interoperability of Community Of Interest (COI) systems and solutions.

Chief Joint Intelligence Surveillance & Reconnaissance Centre: The Chief Joint Intelligence, Surveillance and Reconnaissance Centre (JISRC) is responsible for supporting the planning and execution of all lifecycle management activities for JISR services. This includes JISR related strategy, policy, processes, innovation, capability design, implementation and acquisition. It also embraces transition, operations, experimentation, maintenance, improvement and integrated logistic support of JISR systems and capabilities. The JISRC accomplishes its activities through an architecture driven process based on the integration of SME obtained from military operations, research and development and the operations and maintenance of existing and evolving ISR capabilities.

Chief Service Support & Business Applications: The Chief Service Support and Business Applications (SSBA) is responsible for planning and executing all lifecycle management activities (including; SME, research and development, software engineering, acquisition, operations & maintenance, and disposal) for two main service areas: Enterprise service support services for the logistics, medical and military engineering community of interest; and, business application services for the HR, finance and acquisition, business process management, project management; business intelligence, logistics C2, medical, military engineering, information management, facility and conference management, asset management, and business support functions for Communities of Interest.

Chief NATO Space Technology Centre: The Chief NATO Space Technology Centre (NSTC) consolidates the Agency space expertise. In line with the NATO overarching Space Policy and the subsequent declaration of Space as an operational domain, the NSTC will continue delivering secure, reliable and flexible Alliance satellite communications (SATCOM) and developing further methods to assure NATO's Space superiority. Holding the mission to deliver space data, products and services for current and future operations, the NSTC will continue to improve the NCI Agency's work in enabling the Alliance utility of Space, in response to and following NATO Political-Military advice to consider ways to exploit better scientific, research and technological capacity that exists across the Alliance, and ensure the technical exploitation of Space and the enhanced delivery of Space services.

4. Contract Scope, Requirements and Task Order Process

This Contract establishes two Market Places. Contractors cannot be a member of both Market Places, due to the need to maintain independence between the two Market Places.

The Contract will specify the Market Place assigned to the Contractor.

4.1 Market Place 1

The primary, but not exclusive, use of Market Place 1 (MP1) will be by the Business Areas (Section 4.3), including CSU Support Units, to help the Agency deliver its products and services to Agency customers. The roles typically needed within MP1 consist of Project Managers, Service Delivery Managers, and specific Subject Matter experts (SMEs), or supporting functions.

4.2 Market Place 2

The primary, but not exclusive, use of Market Place 2 (MP2) will be for Executive Management and Functional Areas (Section 4.1 and 4.2) for tasks, analysis, reports and/or consultancy services. The roles anticipated to be needed within MP2 consist of labour categories required to support these internal Agency processes and functional areas, such as internal audit support, HR consultancy, outsourcing preparation, etc. Specific functional areas for MP2 are covered in Section 5.

4.3 Types of Task Orders

The Task Orders can be of two types, which will be determined by the Purchaser and will be detailed in the specific RFQ. The two types are:

- **Level of Effort (LOE).** Under this Task Order type, the Contractor will be required to provide personnel of specified qualifications to provide services for a definite amount of man-hours within an identified scope of work. .
- **Deliverables Based (DB).** Under this Task Order type, the Contractor will be required to deliver specific item(s) or perform specific service(s) with a defined output within a defined amount of time. .

It is the expectation of the Agency that Deliverables based (DB) task orders will considerably increase and represent a significant proportion of the future Task Orders under both MP1 and MP2.

4.4 Maintaining Contractor Knowledge

It is expected that all assigned Contractor personnel will receive continuing education as necessary to maintain up-to-date knowledge in their expertise and field.

Such education shall not be included as a part of the assigned Task Order and shall be considered as an inherent aspect of the contractual requirements.

Should there be highly specialised knowledge required to undertake a task that may not be reasonably expected to be available in the Market Place, this shall be addressed in the response to the Task Order.

5. Maintaining the Market Places

Over the five year duration of the Contract there is a need to maintain the Market Places to ensure there are sufficient contractors ready to bid on Task Orders as they emerge.

To achieve this there will be quarterly meetings to review progress, share knowledge and keep the Market Places abreast of Agency expectations.

5.1. Quarterly Review Meetings (QRM)s

There will be Quarterly Review Meetings with the Contractors with Task Orders to go through the tasks placed over the period and identify any issues and trends of note. The QRMs shall cover:

- No. tasks issued by the Purchaser
- No. of bids submitted by the Contractor in response to the Task Orders
- No. of Task Orders awarded to the Contractor
- No. of Task Orders successfully completed by the Contractor
- No. of Task Orders where assigned personnel had to be replaced during Task Order execution
- Purchaser feedback on completed or in execution Task Orders
- Contractor feedback on completed or in execution Task Orders

- Trends in the Purchaser requirements / task orders
- Trends in resource availability / industry / market / etc.
- Annually, ESG (Environmental, Social and Governance) reports will need to be updated and provided by winning Bidders.

The Purchaser may decide not to hold these meetings or adjust the frequency (up or down) as required.

The above list is not all-inclusive and the Purchaser reserves the right to amend it as needed to ensure proper monitor and evaluation of the contract execution.

The Purchaser may call ad-hoc meetings to address immediate concerns regarding the execution of the Framework Contract and/or the execution of Task Orders. This will include issues such as:

- Lack of responses/bids to specific Task Orders
- Delays in start of performance on Task Orders
- Quality of bids submitted

Contractor performance shall be assessed and subject to the terms of Article 13 of the AAS+ Framework Contract Special Provisions.

5.2. Market Place 1 – General Advisory and Assistance Services

The Contractor shall maintain the Market Place presence to respond to Task orders within the defined period. Any deviation will be identified in the specific tasks, if required.

The maintain expertise required is expected to be in the following categories:

- Cyber Defence Support
- Cost Estimating and Analysis Support
- Engineering Support
- General Office Support
- Logistics Support
- Quality assurance and Independent Verification and Validation (IV&V)
- Military Operations Research, Analysis, and Support
- Professional Management and Administrative Support
- Software, IT, and Communications Support
- Other Miscellaneous, for example:

- Business Continuity
- Crisis Management
- Communications and creative media support
- Stakeholder engagement, events support

There may be Task order requests for expertise that are not identified in the above list. The Contractor shall make all efforts to respond to such tasks. Should the Contractor not be able to provide a suitable resource, it shall be reported to the Purchaser and what possible future action could be taken to address such possible future Tasks.

5.3. Market Place 2 – Independent Consultancy Services

The Contractor shall maintain the Market Place presence to respond to Task orders within the defined period. Any deviation will be identified in the specific tasks, if required.

The categories of Contractor Support in Market Place 2 include, but are not limited to the following:

- Internal Audit consultancy
- Finance consultancy
- HR consultancy advice
- Independent IT consultancy
- Sourcing and Vendor Management consultancy
- Corporate and Strategic consultancy

5.4. Corporate ESG Ambitions

The Agency has currently started pursuing two specific Environmental, Social and Governance (ESG) goals. Each of these goals will become clearer over the course of this contract.

In order to better inform the Agency's ESG goals, the Contractor to either MP1 or MP2 shall provide input on their corporate policies, targets and plans for:

- **Environmental Sustainability:** The Agency is working toward reducing its environmental impact, with an eventual aim to use the World Resource Institute Greenhouse Gas Protocol Scope 1, 2 and 3 paradigm.

- The Contractor shall describe efforts they are making within their own companies on reducing their environmental impact, which could include specific focus on net zero, reducing carbon footprint, carbon offsets, etc. Qualitative and quantitative metrics are encouraged to be shared.
- **Diversity and Inclusion (D&I):** The Agency is currently focusing on age, gender and ethnicity (relative to the NATO nations) as diversity focus areas in order to increase our ability to solve complex problems and continue to meet the NATO mission.
 - The Contractor shall describe efforts they are making within their own companies on increasing diversity and inclusion, which could include specific actions they are taking to increase the recruiting pipeline, recruiting from diverse pools, increasing university recruitment, internal D&I programs at their companies, etc. Qualitative and quantitative metrics are encouraged to be shared.

Contractors will be required to annually update the information they provide at the time of proposal. Additional information can be added to the report but not subtracted.

Ref Number	CLIN DESCRIPTION	Total Evaluated Price
Declare Currency =>		
C1A	TOTAL EVALUATED PRICE MARKET PLACE 1 SubLot A	
C1B	TOTAL EVALUATED PRICE MARKET PLACE 1 SubLot B	

CLIN	Original Task Order Reference	Description	AAS Framework Contract Number	Type	Duty Location	Currency	Total Evaluated Price	Base Period / CY 2024		Period of Performance	
								Rate	Hours	Start Date	End Date
Bidding Scenario Market Place 1 - SubLot A											
C1A.1	Book 1 - Annex C1A - Market Place 1 Task Order A	Cloud Integration Engineer	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.2	Book 1 - Annex C1A - Market Place 1 Task Order B	Senior Engineer (Private Cloud Virtualisation)	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.3	Book 1 - Annex C1A - Market Place 1 Task Order C	Network Senior Technician	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.4	Book 1 - Annex C1A - Market Place 1 Task Order D	Finance Reporting and Control Assistant	TBD	Level of Effort	Brussels, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.5	Book 1 - Annex C1A - Market Place 1 Task Order E	Operational Analyst	TBD	Level of Effort	The Hague, Netherlands		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.6	Book 1 - Annex C1A - Market Place 1 Task Order F	Cyber Security (CS) Tools Engineer	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.7	Book 1 - Annex C1A - Market Place 1 Task Order G	Threat Hunting Analyst	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.8	Book 1 - Annex C1A - Market Place 1 Task Order H	Engineer (IdM/PKI Services)	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.9	Book 1 - Annex C1A - Market Place 1 Task Order I	Resource Manager	TBD	Level of Effort	Braine L'Alleud, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.10	Book 1 - Annex C1A - Market Place 1 Task Order J	Core GIS System Administration and Support Engineer	TBD	Level of Effort	The Hague, Netherlands		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.11	Book 1 - Annex C1A - Market Place 1 Task Order K	Application Developer for Space ISR Data Sharing	TBD	Level of Effort	The Hague, Netherlands		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.12	Book 1 - Annex C1A - Market Place 1 Task Order L	System Engineer - ENB	TBD	Level of Effort	The Hague, Netherlands		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.13	Book 1 - Annex C1A - Market Place 1 Task Order M	System Administrator (UCC Services)	TBD	Level of Effort	The Hague, Netherlands		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.14	Book 1 - Annex C1A - Market Place 1 Task Order N	VTC Engineer	TBD	Level of Effort	Mons, Belgium		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A.15	Book 1 - Annex C1A - Market Place 1 Task Order O	Project Manager	TBD	Level of Effort	The Hague, Netherlands		-	0.00	1,672.00	Contract Award	31-Dec-2024
C1A	TOTAL EVALUATED PRICE MARKET PLACE 1 SubLot A							-			

Discount Percentage (Article 6.4.1)	
Off-Site Labor Discount	0%

CLIN	Original Task Order Reference	Description	AAS Framework Contract Number	Type	Currency	Total Evaluated Price	CY 2024 (Base period)		Period of Performance
							Units (if applicable)	Unit Price	
Bidding Scenario Market Place 1 - SubLot B									
C1B.1	Book 1 - Annex C1B - Market Place 1 Task Order P	JTS/FAST Database Analyst	TBD	Deliverables Type			3.00		01 Jan - 31 Dec 2024
C1B.2	Book 1 - Annex C1B - Market Place 1 Task Order Q	Engineering Support - Client Deployment Services	TBD	Deliverables Type					as per SoW
C1B.3	Book 1 - Annex C1B - Market Place 1 Task Order R	Business Continuity Plan Assessment	TBD	Deliverables Type					as per SoW
C1B.4	Book 1 - Annex C1B - Market Place 1 Task Order S	SharePoint Engineering Services	TBD	Deliverables Type					as per SoW
C1B	TOTAL EVALUATED PRICE MARKET PLACE 1 SubLot B								

For multiple currencies, duplicate the "Total Evaluated Price" column for each currency

Ref Number	CLIN DESCRIPTION	TOTAL EVALUATED PRICE
Declare Currency =>		
C2.A	TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER A (including evaluated options)	
C2.B	TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER B	
C2.C	TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER C	
C2.D	TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER D	
C2.E	TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER E	
C2.F	TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER F	

Offer Summary Instructions:
 Bidders are to populate the **yellow cells** for which they will be submitting bids in accordance with Annex A - 2 Instructions for the Preparation of the BIDDING SHEETS

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.

CLIN	Original Task Order Reference	Description	SoW Reference	AAS Framework Contract Number	Type	Currency	Evaluated Price	Period of Performance	Delivery Location	
C2.A.1	Book 1 - Annex C2 - Market Place 2 Task Order A	Advanced Tresury Management Solutions		TBD	Deliverables Type					
C2.A.1.1.		Treasury Management Solutions Module Instalation, Training and 12-months Warranty	Articles 1.2.8., 2.3., 3						CAW + 6months	as defined in the SoW
		Total Evaluated Price - Base Contract								
C2.A.2		OPTIONS: Post-warranty maintenance and software upgrades services								
C2.A.2.1.		Option 1 - Year 1 - post-warranty maintenance and software upgrades services	Article 3						12 months	as defined in the SoW
C2.A.2.2.		Option 1 - Year 2 - post-warranty maintenance and software upgrades services	Article 3						12 months	as defined in the SoW
C2.A.2.3.		Option 1 - Year 3 - post-warranty maintenance and software upgrades services	Article 3						12 months	as defined in the SoW
C2.A.2.4.		Option 1 - Year 4 - post-warranty maintenance and software upgrades services	Article 3						12 months	as defined in the SoW
C2.A.2.5.		Option 1 - Year 5 - post-warranty maintenance and software upgrades services	Article 3						12 months	as defined in the SoW
		Total Evaluated Price - Options							0.00	
C2.A		TOTAL EVALUATED PRICE MARKET PLACE 2 TASK ORDER A (including evaluated options)						0.00		

CLIN	Original Task Order Reference	Description	SoW Reference	AAS Framework Contract Number	Type	Estimated No. of Hours for 2024	Currency	Unit Price (per hour)	Evaluated Price	Period of Performance	Delivery Location
C2.B.1		Provision of Internal Audit Services - Base Period									
C2.B.1.1.	Book 1 - Annex C2 - Market Place 2 Task Order B	Partner (Specialist)	Articles 6-7	TBD	Deliverables Type	20.00			0.00	TBD in the Call-off Statement of Work	TBD in the Call-off Statement of Work
C2.B.1.2.		Director (Specialist)				0.00			0.00		
C2.B.1.3.		Senior Manager (Specialist)				1,000.00			0.00		
C2.B.1.4.		Manager (Specialist)				652.00			0.00		
C2.B.1.5.		Manager (Secondment)				0.00			0.00		
C2.B.1.6.		Senior Associate (Specialist)				0.00			0.00		
C2.B.1.7.		Senior Associate (Secondment)				0.00			0.00		
						CLIN C2.B.1 - TOTAL BASE YEAR					
C2.B		TOTAL EVALUATED PRICE PRICE MARKET PLACE 2 TASK ORDER B						0.00			

CLIN	Original Task Order Reference	Description	SoW Reference	AAS Framework Contract Number	Type	Currency	Evaluated Price	Period of Performance	Delivery Location
C2.C.1	Book 1 - Annex C2 - Market Place 2 Task Order C	Support to Space Services Projects funded by Luxembourg	Articles 2	TBD	Deliverables Type			CAW + 8months	Off-Site
C2.C	TOTAL EVALUATED PRICE PRICE MARKET PLACE 2 TASK ORDER C								

CLIN	Original Task Order Reference	Description	SoW Reference	AAS Framework Contract Number	Type	Estimated No. of Hours	Currency	Unit Price (per hour)	Evaluated Price	Period of Performance	Delivery Location
C2.D.1	Book 1 - Annex C2 - Market Place 2 Task Order D	Support to DCIS Cyber Defence Project	Articles 6-7	TBD	Deliverables Type	350.00			0.00	CAW + no of hours contracted	Off-Site
C2.D		Total Evaluated Price							0.00		
TOTAL EVALUATED PRICE PRICE MARKET PLACE 2 TASK ORDER D											

CLIN	Original Task Order Reference	Description	SoW Reference	AAS Framework Contract Number	Type	Currency	Evaluated Price	Period of Performance	Delivery Location
C2.E.1	Book 1 - Annex C2 - Market Place 2 Task Order E	Development of Business Continuity Education and Training Solution for the NCIA	Article 2	TBD	Deliverables Type			CAW + 90 days	Off-Site
C2.E	TOTAL EVALUATED PRICE PRICE MARKET PLACE 2 TASK ORDER E								

CLIN	Original Task Order Reference	Description	SoW Reference	AAS Framework Contract Number	Type	Currency	Evaluated Price	Period of Performance	Delivery Location
C2.F.1	Book 1 - Annex C2 - Market Place 2 Task Order F	Assets under Construction accounting policy & revenue recognition review	Articles 7	TBD	Deliverables Type			CAW + 4 months	Brussels, BE
C2.F	Total Evaluated Price								
TOTAL EVALUATED PRICE PRICE MARKET PLACE 2 TASK ORDER F									