



Acquisition Directorate

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NCIA/ACQ/2018/916

09 February 2018

To: Distribution List

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

References: A- NCIA/ACQ/2017/1994, Notification of Intent for IFB-CO-14633-AAS, dated 25 September 2017
B- C-M(2002)49 – NATO Security Policy

1. The NATO Communications and Information Agency (NCI Agency) hereby invites bids for the procurement of Advisory and Assistance Services (AAS).
2. An overview of the requirements for this IFB are summarized in the attachments and enclosures hereto.
3. The reference for the IFB is IFB-CO-14633-AAS and all correspondence concerning this IFB should reference this number.
4. This IFB shall be evaluated using a Best Value procedure as describe herein. AAS Framework Contracts will be awarded to successful bidders, with a Base Period from Contract Award through 31 December 2019 and four 1-Year Option Periods. No partial bidding shall be allowed.
5. The Bid Closing Date and Time is **1400 hours (Brussels Time) on 09 April 2018**, with anticipated AAS Framework Contract awards on **22 June 2018**. The Purchaser reserves the right to amend these dates at their discretion.
6. Bidders will be required to declare a bid validity of 6 months from the closing date for receipt of bids. Should the selection and award procedure exceed 6 months after Bid Closing Date, firms will be requested to voluntarily extend the validity of their bids. Bidders may decline to do so, however, and they shall withdraw their bid and excuse themselves from the bidding process without penalty.
7. 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.



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Avenue du Bourget 140
1140 Brussels, Belgium
www.ncia.nato.int

8. Execution of the proposed contract will require unescorted access and work of contractor personnel at NATO sites and, in accordance with Reference B, personnel of the winning bidders will be required to hold individual security clearances of "NATO SECRET". Specific Purchase/Task Orders may require higher clearances, as designated therein. Only companies maintaining appropriate personnel clearances will be able to perform the resulting contract. Bidders are to note that Purchase/Task Order awards will not be delayed in order to allow Contractor personnel to obtain missing clearances.
9. For any contractual questions, please contact:
- NATO Communications and Information Agency
Avenue du Bourget 140
1110 Brussels, Belgium
- Attention: Michael Jones – Senior Contracting Officer
Tel: +32 (2) 707 8375
E-mail: AAS.Issues@ncia.nato.int
10. Prospective Bidders are hereby invited to participate in a one-day Bidders Conference that is tentatively scheduled to be held in **March 2018**. The exact date and details will be sent via e-mail to all Bidders, upon finalization.

FOR THE DIRECTOR OF ACQUISITION,



Alain Courtois
Chief of Contracts

Attachments:

- A. Acknowledgement of Receipt of IFB-CO-14633-AAS

Enclosures:

- A. IFB-CO-14633-AAS - Book 1 - Bidding Instructions
B. IFB-CO-14633-AAS - Book 2 - Part 1 - Section 1 - Framework Contract
C. IFB-CO-14633-AAS - Book 2 - Part 1 - Section 2 – Schedule of Supplies and Services
D. IFB-CO-14633-AAS - Book 2 - Part 2 - Section 1 - Contract Special Provisions
E. IFB-CO-14633-AAS - Book 2 - Part 2 - Section 2 – NCI Agency General Provisions
F. IFB-CO-14633-AAS - Book 2 - Part 3 - Framework Contract Statement of Work
G. IFB-CO-14633-AAS - Book 2 - Part 4 - Framework Contract Requirement Repository

ATTACHMENT A
ACKNOWLEDGEMENT OF RECEIPT OF IFB-CO-14633-AAS

Please complete and return within 10 calendar days by e-mail to

AAS.Bids@ncia.nato.int

We hereby advise that we have received Invitation for Bid IFB-CO-14633-AAS.

PLEASE CHECK ONE:

- ☐ As of this date and without commitment on our part, we 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

Date: _____

Signature: _____

Printed Name: _____

Title: _____

E-mail: _____

Company: _____

Address: _____



**Distribution List for Official Invitation for Bids
IFB-CO-14633-AAS**

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Norway	1
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Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

All NATEXs

NATO HQ

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Director, NATO HQ C3 Staff, <i>Attn: Executive Coordinator</i>	1
SACTREPEUR, <i>Attn: Investment Assistant</i>	1

Strategic Commands

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All Bidders

Book 1

Bidding Instructions

IFB-CO-14633-AAS

Advisory and Assistance Services





IFB-CO-14633-AAS

ADVISORY AND ASSISTANCE SERVICES

BOOK 1

BIDDING INSTRUCTIONS

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SECTION I - INTRODUCTION

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

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

SECTION II - GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

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

2.2 ELIGIBILITY

- 2.2.1 All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.
- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable 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 09 April 2018** at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following e-mail address, which will generate an automatic confirmation of receipt:
AAS.Bids@ncia.nato.int
- 2.3.3 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "late bids" and shall not be considered for award. Upon receipt of a late bid, the sender shall be notified that their bid arrived after the bid closing.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

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

2.5 PURCHASER POINT OF CONTACT

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

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

Attention: Mr. Michael Jones

Tel: +32 2 707 8375

Bid Delivery E-mail:

AAS.Bids@ncia.nato.int

Questions/Clarifications E-mail:

AAS.Issues@ncia.nato.int

2.6 REQUESTS FOR IFB CLARIFICATIONS

- 2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative, and technical nature pertaining to this IFB.
- 2.6.2 All questions and requests for clarification must be submitted in writing, by e-mail. All questions and requests must reference the section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in **Paragraph 2.5** above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

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

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

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

2.8 AMENDMENT OF THE INVITATION FOR BIDS

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

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

2.10 BID VALIDITY

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

2.11 BID GUARANTEE

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

2.12 CANCELLATION OF INVITATION FOR BIDS

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

SECTION III - BID PREPARATION INSTRUCTIONS

2.1 GENERAL

2.1.1 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidders understanding of the IFB and their ability to provide the required deliverables and services. Bids, which are not complete, will be declared non-compliant.

2.1.2 Bidders shall prepare their bid in three (3) parts in the following quantities:

- | | |
|-----------------------------------|--|
| (a) Administrative Package | Electronic: 1 scanned PDF copy sent via e-mail, with physical (non-digital) signatures |
| (b) Technical Proposal (Part II): | Electronic: 1 PDF copy sent via e-mail |
| (c) Price Proposal (Part III): | Electronic: 1 Excel copy sent via e-mail on the provided template(s) |

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

2.2 PROCUREMENT PROCEDURE

2.2.1 Bidders are required to bid on all Initial Requirements. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements.

2.2.2 The evaluation procedure conducted under this Invitation for Bids will be a Best Value procedure as described herein. While the process may mirror the principles in AC/4-D-2261 (1996 edition), those rules do not govern this procurement process.

2.2.3 The formula for calculation of the Best Value, the Top Level Evaluation Criteria and the associated weighting factors and the secondary Evaluation Criteria in descending order of importance are identified in **Section IV** of these Bidding Instructions.

2.2.4 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.

2.2.4.1 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.

- 2.2.4.2 If the Bidder was Technically Evaluated, the Purchaser will review the evaluation process and identify the strong and weak areas of the Technical Proposal.
- 2.2.4.3 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.

2.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART I)

- 2.3.1 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
- 2.3.2 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.
- 2.3.3 In summary, the Administrative Package shall include solely the following documentation:
- (a) All certifications in Annex B

2.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART II)

- 2.4.1 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.**
- 2.4.2 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.
- 2.4.3 Section I: Project Management Plan. This section shall be presented in the following format:
- 2.4.3.1 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:
- 2.4.3.1.1 Demonstrate that they possess, or have access to, a pool of security-cleared and qualified personnel to satisfy all of the labour categories represented by an Initial Requirement. Additionally, the Bidder must detail the methodology that they will utilize in selecting security-cleared and qualified personnel in response to RFQ's and during Purchase/Task Order performance.
- 2.4.3.1.2 Demonstrate that they are capable of successful execution of both Level of Effort and Completion Purchase/Task Order Types
- 2.4.3.1.3 Demonstrate their knowledge of the current and future needs of NCI Agency, as well as their familiarity with NATO operations and procedures
- 2.4.3.1.4 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
- 2.4.3.2 Organization Description. This section shall include:
- 2.4.3.2.1 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
- 2.4.3.2.2 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.
- 2.4.3.3 Sub-contract Management. This section shall include:

- 2.4.3.3.1 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
- 2.4.3.3.2 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.
- 2.4.3.4 Quality Control/Quality Assurance. 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.
- 2.4.4 Section II: Corporate Experience. In this Section, the Bidder shall:
 - 2.4.4.1 Describe the nature of its main business focus and its relevance to the required Initial Requirement labour categories. The Bidder shall provide the same information for each subcontractor. The Bidder shall describe the "reach back" capability of the corporate structure (prime and subcontractors) available to support personnel serving on site, and management of Completion Type efforts.
 - 2.4.4.2 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:
 - 2.4.4.2.1 The point of contact in the contracting organization, including the name, address, telephone number, and e-mail address
 - 2.4.4.2.2 The title of the contract and contract number, contract period/date of performance, current or actual monetary value (per base and each option year)
 - 2.4.4.2.3 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
 - 2.4.4.2.4 Identify in specific detail for each contract listed above, why or how that effort is relevant and similar in scope and magnitude to the effort required by the Statement of Work and Initial Requirement of this IFB (including both Level of Effort and Completion Type efforts)
 - 2.4.4.2.5 Demonstrate the quality of the past performance on these contracts, addressing schedule adherence, business relationships, personnel management, and cost control

2.4.4.2.6 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.

2.4.5 Section III: Resume/Curricula Vitae (CV) for Initial Requirement. The Bidder shall provide, at most, **two (2) CVs per Initial Requirement** with a corresponding set of labour rates per the Terms and Conditions of the contract.

2.4.5.1 CVs shall be limited to two pages, in the same format, and shall address the following items as a minimum: Corresponding Initial Requirement, Name of person and contact information, Name of employing company, Education, Relevant Experience, and any other information as required by the Terms and Conditions of the IFB (specifically Contract Special Provisions Article 6).

2.5 PREPARATION OF THE PRICE PROPOSAL (PART III)

2.5.1 This Package must contain the following documentation:

2.5.1.1 The electronic file “IFB-CO-14633-AAS - Book 2 - Part 1 – Section 2 - Schedule of Supplies and Services” submitted as part of this IFB with all yellow cells filled in.

2.5.2 Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Schedule of Supplies and Services referred to above, in accordance with the instructions specified in Annex A-2.

2.5.3 The structure of the Schedule of Supplies and Services shall not be changed nor should any quantity or item description in the Schedule of Supplies and Services. The currency of each Contract Line Item Number (CLIN) shall be shown.

2.5.4 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.

2.5.5 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Schedule of Supplies and Services.

2.5.6 Offered prices shall not be “conditional” in nature. Any comments supplied in the Schedule of Supplies and Services which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids are not permitted.

2.5.7 Bidders are responsible for the accuracy of their Price Proposals. Price Proposals that have apparent computational errors may have such errors

resolved in the Purchaser's favor or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. The following order of precedence shall apply:

- (a) Electronic Submission
 - a. Total of the Bid calculated from the indicated "Evaluated Price" per CLIN(s), pursuant to the weighted evaluation methodology as specified herein
 - b. Schedule of Supplies and Services "Total Evaluated Price" as automatically calculated using the provided Schedule of Supplies and Services

2.5.8 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.

2.5.9 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.

2.5.10 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.

- 2.5.11 Unless otherwise specified in the instructions for the preparation of the Schedule of Supplies and Services, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination
- 2.5.12 The Bidders attention is directed to the fact that the Price Proposal shall contain no document and/or information other than the priced Excel copies of the Schedule of Supplies and Services. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 2.5.13 When completing the Schedule of Supplies and Services, a price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices entered on the document shall individually reflect the hourly rates per Calendar Year required to meet the contractual requirements. The total price is automatically calculated, but the currency quoted must be manually entered. Each CLIN may only be expressed in a single currency. The accuracy of the inputs of the Schedule of Supplies and Services is the responsibility of the Bidder. The Purchaser, in its favor, may resolve ambiguous computation of prices.
- 2.5.14 The Bidder shall furnish a firm fixed price proposal, specifically fixed labour rates per hour per year, for all proposed CLINs in this IFB.
- 2.5.15 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.

2.6 PACKAGING AND MARKING OF BIDS

- 2.6.1 All copies of the Bids shall be segregated and labelled as follows:
- (a) The name of the Bidder;
 - (b) The designated IFB number: "IFB-CO-14633-AAS" followed by the package designation as appropriate (i.e. "Administrative Package")
- 2.6.2 The packages shall be sent via separate e-mails (three in total), as specified in **Paragraph 2.5**. The e-mails shall contain a single file within each, and shall have the following subject line:
- (a) "IFB-CO-14633-AAS Official Bid for *[Company Name]*, *[Package Designation]*"

SECTION IV - BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the services to be provided. Significant omissions and/or cursory submissions will result in an assessment of non-compliance or a reduced technical assessment. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time.
- 4.1.5 The Bidders prompt response to the Purchasers IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the bid to be deemed non-compliant.
- 4.1.6 All bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price and Best Value Evaluations.
- 4.1.7 The Administrative Package of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for Administrative Compliance, the Technical Proposal of each Bidder is evaluated, and subsequently the Price Proposal of each Bidder is evaluated.
- 4.1.8 Prior to the Bid Closing Date, the Purchaser will establish a formal Source Selection Plan which establishes the Technical Score third-level criteria evaluation methodology and weighting. This evaluation weighting shall not be disclosed to any individual on the Technical Evaluation team, and will be in a sealed envelope for the duration of the evaluation. When determining the

Computation of Final Score, the sealed envelope will be opened and utilized to calculate the Technical Score.

4.2 BEST VALUE DETERMINATION

4.2.1 The overall Best Value Score establishes the ratio of technical superiority to price at 50% Technical Score and 50% Price Score.

4.2.2 The Best Value Score will be computed using the following formula:

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

4.2.2.1.1 PMP = Project Management Plan (Maximum 20 points)

4.2.2.1.2 CE = Corporate Experience (Maximum 20 points)

4.2.2.1.3 CV = Curricula Vitae (Maximum 10 points)

4.2.2.1.4 P = Evaluated Price (Maximum 50 points)

4.2.3 In the Best Value Scoring, the Technical Proposal (PMP + CE + CV) is eligible to receive maximum 50 points and the Price Proposal (P) is eligible to receive maximum 50 Points.

4.3 ADMINISTRATIVE EVALUATION AND CRITERIA

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

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

4.3.2 Receipt of an unreadable electronic bid

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

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

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

- 4.3.3 A Bid that fails to conform to the above requirements may be declared 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 20 points)
- 4.4.3.1.1 Organizational depth as represented by organic and subcontracted capabilities, for both Level of Effort and Completion-Type efforts. Project Management Plans that detail broad organization depth/capabilities, including access to at least 100 security-cleared personnel capable of filling the spectrum of Initial Requirements, will receive higher scores. Project Management Plans detailing 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 Completion 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 20 points)
- 4.4.3.2.1 Depth of experience as a Prime/Subcontractor in relevant work, for both Level of Effort and Completion Type efforts. Significant experience as a Prime Contractor and/or for similar efforts will receive higher scores, while experience as a Subcontractor and/or for dissimilar efforts will receive lower scores. Additionally, high quality experience (resulting in cost/schedule reductions or high performance) will receive higher scores, while low quality experience (resulting in cost/schedule overruns or low performance) will receive lower scores.
- 4.4.3.3 CV = Curricula Vitae (Maximum 10 points)
- 4.4.3.3.1 Quality of the CVs submitted compared to the requirements of each Initial Requirement. CVs shall be analyzed and interviews with personnel may be conducted, to assess technical qualifications of each submitted CV. CVs and Interviews that demonstrate a higher technical capability/qualification will receive higher scores, while those that demonstrate lower or undeterminable technical capability/qualification will receive lower scores.

4.5 PRICE EVALUATION AND CRITERIA

- 4.5.1 In order to determine the total lowest offered Evaluated Price, the Purchaser will convert all prices quoted into EUR for purposes of comparison. The exchange rate to be utilized by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.5.2 The Price Evaluation will be performed on the Price Proposal submitted in accordance with **Paragraph 3.5**.
- 4.5.3 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:
- (a) Total Firm Fixed Price offered for the “Evaluated Price” cell in the Schedule of Supplies and Services
 - (b) The Bid meets requirements for Price Realism
 - (c) Completeness and formal compliance of the Price Proposal with IFB provisions and Bidding Instructions
- 4.5.4 Determination of Evaluated Price Score (Maximum 50 points)
- 4.5.4.1 The score for price will be derived from the following formula:

4.5.4.1.1 P = 50 Points * (Lowest Technically-Compliant Bidder Evaluated Price/Bidder Evaluated Price)

4.5.4.1.1.1 Evaluated Price Weightings shall be applied as follows, by Initial Requirement Labour Category, as represented in the Schedule of Supplies and Services:

4.5.4.1.1.1.1 Cost Estimating/Analysis and Procurement Support (6%)

4.5.4.1.1.1.2 Cyber Defence Support (9%)

4.5.4.1.1.1.3 Engineering Support (20%)

4.5.4.1.1.1.4 General Office Support (4%)

4.5.4.1.1.1.5 Logistics Support (4%)

4.5.4.1.1.1.6 Military Operations Research, Analysis, and Support (4%)

4.5.4.1.1.1.7 Professional Management and Administrative Support (28%)

4.5.4.1.1.1.8 Quality Assurance Support (4%)

4.5.4.1.1.1.9 Software, IT, and Communications Support (21%)

4.6 PRICE REALISM

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

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

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

4.6.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, specifically submittal of a Price Proposal that is less than two-thirds of the average remaining compliant bids, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

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

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

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

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

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

4.7 COMPUTATION OF FINAL SCORE AND INITIAL REQUIREMENT AWARDS

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

4.7.2 AAS Framework Contracts will be awarded to the ten (10) highest-scoring Bidders. In the case of a statistical tie, when the final scores of the highest scoring bids are within one point of each other, the bid with the best cost/technical ratio – defined as the lowest cost per technical score (TS), i.e. bid price divided by TS – will be selected as the successful bid.

4.7.3 All Bidders will then be awarded all Initial Requirements as Unilateral Options, at their proposed hourly labour rates per year, in accordance with the Terms and Conditions of the AAS Framework Contract and on a non-

“requirements” basis. **These requirements shall have a default obligation of zero (0) hours, and shall be scalable in accordance with the Terms and Conditions of the AAS Framework Contract.**

ANNEX A – SCHEDULE OF SUPPLIES AND SERVICES

A – 1 SCHEDULE OF SUPPLIES AND SERVICES

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

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

1. Bidders are required, in preparing their Price Proposal to utilize the Schedule of Supplies and Services following the instructions detailed in **Section III – Bid Preparation Instructions** and hereunder. Input cells are color coded YELLOW. No other cells should be modified.
2. The prices entered on the Schedule of Supplies and Services shall reflect the total required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. Only one currency per CLIN is permitted.
5. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The Purchaser, in its favor, may resolve ambiguous computation of prices.
6. Prices shall not include any provision for taxes or duties, for which the Purchaser is exempt.
7. **The labour rates per requirement shall be awarded as a Unilateral Options upon AAS Framework Contract signature, with a default usage of zero (0) hours for all years, and shall be scalable in accordance with the Terms and Conditions of the AAS Framework Contract.**

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 _____

FAX NO: _____

POINT OF CONTACT:

REGARDING THIS BID: NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX B-2

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He is the person in the Bidder's organization responsible within that organization for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He is not the person in the Bidder's organization responsible within that organization for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX 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.

.....
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-14633-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

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

ANNEX B-9**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS
AND GENERAL PROVISIONS**

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

.....
Date.....
Signature of Authorised Representative.....
Printed Name and Title.....
Company

ANNEX B-10

LIST OF PROSPECTIVE SUB-CONTRACTORS

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

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

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

.....
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:

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.

Book 2, Part 1, Section 1

Framework Contract

IFB-CO-14633-AAS

Advisory and Assistance Services (AAS)



NCI AGENCY CONTRACT	
1. Original Number <u>1</u> of <u>1</u>	2. Accounting Data : See Schedule of Supplies and Services
3. Contract Number: CO-14633-AAS	4. Effective date: See Block 17
5. Contractor:	6. Purchaser: NCIO represented by: The General Manager NCI Agency Avenue du Bourget 140 B-1110 Bruxelles Tel: +32(0)2 707 8375 Fax: +32(0)2 707 8770
7. CONTRACT SCOPE: This is a Firm Fixed Price (FFP) Framework Contract for the procurement of Advisory and Assistance Services per the Schedule of Supplies and Services, Framework Contract Statement of Work, and Framework Contract Requirement Repository.	
8. TOTAL AMOUNT OF CONTRACT: DDP Destination (Incoterms) FFP <u>0.00 EUR</u>	
9. PERIOD OF PERFORMANCE Effective Date (Block 17) – 31 December 2019, with Four (4) Additional Yearly Options	10. LOCATION OF WORK As specified in each CLIN
11. CONTRACT This Contract consists of the following parts and named documents: <ul style="list-style-type: none"> a) Book 2, Part 1, Section 2 - Schedule of Supplies and Services b) Book 2, Part 2, Section 1 - Contract Special Provisions c) Book 2, Part 2, Section 2 – NCI Agency Contract General Provisions d) Book 2, Part 3 - Framework Contract Statement of Work e) Book 2, Part 4 - Framework Contract Requirement Repository 	
12. Signature of Contractor	13. Signature of Purchaser
14. Name and Title of Signer	15. Name and Title of Signer
16. Date signed by the Contractor	17. Date signed by the Purchaser

Book 2, Part 2, Sections 1 and 2

Contract Provisions

IFB-CO-14633-AAS

Advisory and Assistance Services (AAS)



IFB-CO-14633-AAS



BOOK 2, PART 2, SECTION 1

CONTRACT SPECIAL PROVISIONS

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

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

ARTICLE 2. DEFINITIONS

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

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

ARTICLE 3. SCOPE OF WORK

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

ARTICLE 4. OPTIONS AND CONTRACT DURATION

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

ARTICLE 5. CONTRACT STRUCTURE

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

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

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

ARTICLE 6. PURCHASE/TASK ORDERS

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

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

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

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

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

6.3 Discount Percentages

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

6.3.1.a 25%-Man-Year Labor Up-Front Ordering Discount:

TBD (this discount is applicable to all requirements in which 25% of the Man-Year is ordered at the beginning of the year/period)

6.3.1.b 50%-Man-Year Labor Up-Front Ordering Discount:

TBD (this discount is applicable to all requirements in which 50% of the Man-Year is ordered at the beginning of the year/period)

6.3.1.c 75%-Man-Year Labor Up-Front Ordering Discount:

TBD (this discount is applicable to all requirements in which 75% of the Man-Year is ordered at the beginning of the year/period)

6.3.1.d 100%-Man-Year Labor Up-Front Ordering Discount:

TBD (this discount is applicable to all requirements in which 100% of the Man-Year is ordered at the beginning of the year/period)

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

6.3.1.f 15-Day Early Payment Discount: **TBD** (this discount is applicable to all invoices that the Purchaser pays within 15 days of receipt of a conforming invoice)

6.4 Incumbent Personnel Right of First Refusal

6.4.1 As a matter of transitioning between existing contracts and the AAS Framework Contracts, or through a contractual mechanism herein, existing requirements with Incumbent Personnel may be competed. The requirements within **Article 6.4** do not apply to requirements that were Terminated For The Convenience Of The Purchaser pursuant to **Article 6.5.**

6.4.2 If applicable, Incumbent Personnel will be detailed in each RFQ. AAS Framework Contractors shall make all reasonable efforts to contact Incumbent Personnel and offer to submit them as a proposed candidate, prior to offering a Third Party. Failure to do so may result in a Purchaser determination of non-compliance. This determination is a unilateral right of the Purchaser, is a function of the Terms and

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

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

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

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

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

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

7.2 Limitation of Funds

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. CORRESPONDENCE AND CONTRACT ADMINISTRATION

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

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

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

ARTICLE 10. TRANSPARENCY AND ETHICAL STANDARDS

10.1 Disclosure of Involvement of Former Purchaser Employment and Access to Privileged Information

10.1.1 For every bid submitted in response to an RFQ, AAS Framework Contractors automatically certify that no personnel working as a part of the AAS Framework Contractors' team responsible for preparation of the bid, at any tier, have held employment with the Purchaser within the last two years.

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

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

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

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

10.2 Transparency of AAS Framework Contractor Personnel

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

10.3 Prohibition Against Recruitment of Serving Purchaser Staff

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

ARTICLE 11. SECURITY AND NON-DISCLOSURE

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

ARTICLE 12. INVOICES AND PAYMENT

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

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

CLIN	Terms and Conditions
TBD	TBD

ANNEX A – ATTESTATION OF CURRICULUM VITAE SUBMISSION

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

I ATTEST:

1. That I hereby willingly submit my Curriculum Vitae for consideration for Advisory and Assistance Services (AAS) Framework Contract requirement *[enter requirement number]*
2. That, if selected, I am available to begin work on the specified start date
3. That I have full comprehension of the Terms and Conditions of the AAS Framework Contract which will govern the performance of this requirement
4. *That I have no family members currently employed by the Purchaser (to be changed if required)*
5. *That I have not been previously employed directly by the Purchaser (to be changed if required)*
6. That I am aware of the Labor Rates, and applicable Discount Percentages, proposed to the Purchaser for AAS Framework Contract requirement *[enter requirement number]*

Date

Full name (in block capitals)

Signature

ANNEX B - NON DISCLOSURE DECLARATION

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

I UNDERSTAND:

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

Date

Full name (in block capitals)

Signature

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

IFB-CO-14633-AAS



BOOK 2, PART 2, SECTION 2

CONTRACT GENERAL PROVISIONS

BOOK 2, PART 2, SECTION 2
CONTRACT GENERAL PROVISIONS

See attached file

NATO UNCLASSIFIED

NATO COMMUNICATIONS AND INFORMATION AGENCY



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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The Contract General Provisions

1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

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

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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.

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

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

3. **AUTHORITY**

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

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

5. LANGUAGE

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

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provisions of the Contract regarding Termination for Default.

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

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

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

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

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

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

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

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

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

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

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

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

9. PARTICIPATING COUNTRIES

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

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

10. SUB-CONTRACTS

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

11. SECURITY

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

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

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

12. RELEASE OF INFORMATION

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

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

13. **PURCHASER FURNISHED PROPERTY**

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

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

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

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

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

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

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

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

17. STOP WORK ORDER

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

arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

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

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

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

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

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

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

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

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.....
SIGNATURE

Date

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

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

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

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

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

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

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

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

20. NOTICE OF SHIPMENT AND DELIVERY

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

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

21. INSPECTION AND ACCEPTANCE OF WORK

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

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

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

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manner as not to unduly delay the Work.

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

22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

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

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

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

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

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

- 25.2.1 Contract number;
 - 25.2.2 Purchaser's Purchase Order number ;
 - 25.2.3 accounting codes (as specified in this Contract);
 - 25.2.4 item number (as defined in the Contract);
 - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
 - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.
- 25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:
- "I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.*
- Order placed for official use. Exemption from VAT Article 42,§3&3*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*
- 25.5 All invoices shall be addressed to the NCI Agency - Financial Management
- Either at the following addresses:
- NCI Agency * If used for NCI Agency Brussels
- NATO Communications and Information Agency
Finance, Accounting & Operations
Batiment Z
Av du Bourget 140
B-1140 Belgium

OR

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

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

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

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

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

26. TAXES AND DUTIES

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

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

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

27. WARRANTY OF WORK (Exclusive of Software)

- 27.1 For the purpose of this Clause:

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

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

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

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

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

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

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

27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify

the Purchaser from any liability for IPR infringement in said countries.

29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3 This indemnity shall not apply under the following circumstances:

29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2 *Contractor Background IPR*

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

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

30.3 ***Foreground IPR***

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

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30.3.7 The Contractor undertakes:

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

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

30.4 ***Third Party IPR***

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

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

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

30.5 Subcontractor IPR

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

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

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

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

31.2 Notification Requirement

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

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

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

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

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

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

31.5 Limitations and Exclusions from Warranty Coverage

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

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

31.6 Markings

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

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

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

32. NATO CODIFICATION

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

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

32.11 Markings

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

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

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

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

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

35. TRANSFER AND SUB-LETTING

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

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

36. PURCHASER DELAY OF WORK

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

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

- 38.1 If the Contractor:

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

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

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

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

39. TERMINATION FOR DEFAULT

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

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

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the Contractor to meet the required delivery schedule.

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

39.7.1 any completed Work with associated rights ;

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

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

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

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

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

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

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

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

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

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41. DISPUTES

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

42. ARBITRATION

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

The Contract General Provisions

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

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

determine the apportionment of the arbitration expenses.

- 42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

- 43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

- 44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

* *

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLES**A. General**

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

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

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

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

i. Direct Costs

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

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

Book 2, Part 3

Framework Contract Statement of Work

IFB-CO-14633-AAS

Advisory and Assistance Services (AAS)



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1. Introduction - CONNECTING FORCES

1.1 The NCI Agency

The NCI Agency, led by the General Manager, is part of the NATO Communications and Information Organization. The NCI Agency, formed on 1 July 2012 as part of broader NATO reform measures, "connects forces, NATO and Nations" and acts as NATO's principal IT and C4ISR provider, including cyber and missile defence.

Supporting operations was, and continues to be, its top priority. The NCI Agency plays an important role in NATO's Smart Defence and Connected Forces initiatives and remains actively involved in supporting several of the key outcomes from the NATO Summits. Its expertise and impartiality mean it is uniquely placed to develop the "Comprehensive C4ISR Approach" and advance technical collaboration with NATO Member Nations and Partners. The Agency continues to deliver various services against the NATO's transformation objectives. They include inter alia:

- Cyber Defence;
- expansion of Active Layered Theatre Ballistic Missile Defence;
- the Bi-Strategic Command Automated Information System (Bi-SC AIS);
- Air Command and Control System (ACCS) Programmes;
- Joint Intelligence and Surveillance and Reconnaissance (JISR).

1.2 The NCI Agency work and expertise areas include:

- Operational Analysis
- Exercises and Training
- Operations Planning and Execution
- Joint Intelligence, Surveillance and Reconnaissance
- Integration Support and Value Added Services
- Core Services
- Networked Communications Infrastructure Services
- Battle Laboratories
- Acquisition and procurement of advanced technology
- Programme, portfolio and project management

1.3 Facts & Figures

- HQ in Brussels, major locations in Mons and The Hague
- Over 30 locations from North America to Afghanistan
- Some 3,000 personnel roughly 50/50 civilian/military

2. Mission

The Agency mission covers the entire capability life cycle. The NCI Agency Mission is, therefore to:

- deliver C3 capabilities to its requirements holders, whilst ensuring their coherence and interoperability in compliance with agreed NATO architectures
- ensure provision of secure CIS services to its customers
- deliver capabilities and provide services “other than C3/CIS” to NATO and nations, as approved by the ASB
- enable Consultation, Command and Control and to facilitate, inter alia, the seamless integration of Intelligence, Surveillance, Reconnaissance, Target Acquisition functions and their associated information exchange

It is the aim of the Agency to accomplish its mission by continuously improving coherency, effectiveness, efficiency and delivering cost savings. The Mission therefore includes IT-support to the Alliances’ business processes (to include the provision of IT shared services) to the NATO HQ, the Command Structure and NATO Agencies (including itself).

3. Vision

The NCI Agency will:

- optimise NATO mission success and be recognised as the trusted enabler of information superiority and enterprise excellence
- use best practice to develop, deliver, connect and protect capabilities in partnership with other NATO entities, Nations and industry
- earn customers’ confidence through agility, innovation and by delivering coherent and cost effective solutions.

4. Agency Structure

4.1 The NCI Agency Major Conceptual Areas

- Implementation, or where demand for services is translated to the delivery of services. This area is divided into four major portions:
 - Service Lines, under the Director of Application Services;
 - Service Lines under the Director of Infrastructure Services;



5.1.1 Service Lines under the Director of Application Services

Organisation Title	Service Support and Business Applications (SSBA)
<p>Mission Statement</p> <p>The Applications Service Line is responsible to the customer (entire NATO Enterprise consisting of the NCS and All Civilian bodies and organisations) for planning and executing all End to End lifecycle management activities according to ITIL (planning, design, transition, operation and continuous improvement including subject matter expertise, research and development, requirements gathering, software development/maintenance, acquisition and logistic support) to deliver services in the functional areas identified below.</p>	

Organisation Title	Education and Training
<p>Mission Statement</p> <p>To manage, coordinate and deliver Education and Training services to Agency customers and internal staff in support of NATO strategic, operational and business objectives, and to execute the role of NATO Department Head for CIS/FS (Communication and Information Systems/Functional Services) delegated to the General Manager by ACT-Joint Force Training (JFT).</p> <p>Context: The Service Line provides individual training on NATO CIS/FS systems, including AirC2, support to the Military Training and Exercise Programme (MTEP), and assistance to NATO and national commands preparing for NATO operations. It will also provide E&T services for internal Agency staff in support of professional and personal development, and mission (post) specific requirements to ensure that the Agency has the necessary skills to meet customer requirements.</p>	

Organisation Title	Operational Analysis
<p>Mission Statement</p> <p>The Operational Analysis Service Line is responsible for the provision of operational analysis services to support planners and decision makers in NATO.</p> <p>The Operational Analysis Service Line also supports Agency service lines with operational requirements and their validation, and to support Service Strategy with customer value-based assessments in support of priorities.</p>	

Organisation Title	Joint Intelligence Surveillance and Reconnaissance Services
<p>Mission Statement</p> <p>The Joint Intelligence, Surveillance and Reconnaissance (JISR) Service Line is responsible and accountable to its customers for planning and executing all lifecycle management activities for JISR services including: strategy, policy, process, application/capability design, implementation, acquisition, transition, service operation and improvement. Accomplished through architecture driven evolution based on integration of Life Cycle Management Subject Matter Expertise derived through Research and Development, Concept Development & Experimentation, Operations, and Service Operations. The Service Line will continuously strive for service improvement and cost efficiencies from a customer perspective, in support of the need to receive direction, collect, process, exploit and disseminate INTEL data and information in a timely manner to those who need it.</p>	

Organisation Title	Command and Control Services
<p>Mission Statement</p> <p>The Command and Control (C2) Service Line is responsible to the customer for planning and executing all lifecycle management activities for Joint/Maritime/Land C2 services (including subject matter expertise, research and development, software development, acquisition and operations and maintenance) in the C3 technical service areas identified below.</p>	

5.1.2 Service Lines under the Director of Infrastructure Services

Organisation Title	Cyber Security Services
<p>Mission Statement</p> <p>The Cyber Security Service Line (CS SL) is responsible for providing the broad spectrum of services in the specialist security areas. CS SL provides scientific, technical, acquisition and sustainment support in the area of cyber security, throughout the lifecycle of NATO ICT. CS SL enables secure conduct of the Alliance's operations and business in the NNEC environment and in the context of NATO's C4ISR. The CS SL provides cyber security services to NCI Agency customers and users as well as to all other elements of the Agency, this includes all Service Lines, Programme Offices and the Integrated NETOPs Centre. The CS SL also incorporates the NCIRC Technical Centre.</p> <p>NOTE: the term Cyber Security is intentionally used to include all of the disciplines above, which are all in-use variations on the theme of computer/network/communications security.</p>	

Organisation Title	Service Management and Control
<p>Mission Statement</p> <p>SMC is the Service Capacity, Provisioning and Delivery integrator to the customer, ensuring cohesion across the NATO Enterprise and enabling interoperability with partners. SMC Service Line covers the full life-cycle support (strategy, design, transition, operation and continual service improvement, including Subject Matter Expertise) for Service Delivery, being accountable for Service Transition, Service Operation and Continual Service Improvement. It owns the people, processes and tools pertaining to: Service Support Management, Service Delivery Management and Continual Service Improvement components for Service Delivery. SMC SL orchestrates Service Lines across NCI Agency to achieve Service Delivery customer expectations within the terms and conditions of a given SLA, action as primary Point of Contact to the customer for day-to-day Service Delivery matters. The SMC SL offers internal services to all of the other SLs and external services to the customer.</p>	

Organisation Title	Core Enterprise Services
<p>Mission Statement</p> <p>The Core Enterprise Services (CES) provide generic, domain independent, technical functionality that enables or facilitates the operation and use of Information Technology (IT) resources, independent of issues concerning communications, Information Assurance (IA) and Service Management and Control (SMC). Services are provided throughout the entire lifecycle to both internal and external customers.</p>	

Organisation Title	Network Services and IT Infrastructure
<p>Mission Statement</p> <p>The Service Line is accountable and responsible to the customer for planning and executing all lifecycle management activities for Network services and IT Infrastructure services (static, deployable, land, maritime and space) in the assigned C3 technical service areas.</p>	

5.1.3 Directorate Air and Missile Defence Command and Control (AMDC2)

Organisation Title	Air and Missile Defence Command Control
<p>Mission Statement</p> <p>AMDC2 is accountable for, and responsible to, the customer for planning and executing all lifecycle management activities for Air Command and Control (AirC2) and Ballistic Missile Defence (BMD) programmes and services provided by the NCI Agency (strategy, design, transition, operation and continuous improvement). The Directorate provides and manages the associated people, processes and tools required to fulfil this mission across a broad spectrum including subject matter expertise in the domain, research and development, systems engineering, requirements and architecture development and management, software development / maintenance, programme and project management, integration, verification, validation and test, and through-life logistic support.</p>	

5.1.4 Service Lines under the Director of Operations

Organisation Title	Operations Centre
<p>Mission Statement</p> <p>The Integrated Operations Centre (Ops Centre) will provide continuous monitoring, response, control and reporting capabilities for the NCI Agency's CIS infrastructure and services by applying event, access and incident management processes to support network integrity and end-to-end service coherence</p>	

Organisation Title	Operations and Exercises
<p>Mission Statement</p> <p>Operations and Exercises (OE) Service Line provides the Agency's interface for supply of C2 Catalogue Services to customers that are planning and/or executing deployed operations and exercises. OE will then ensure the Agency's responsibilities to deployed operations are met in line with the agreed Service Level Agreements and Command and Control Arrangements. In the post-recovery phase, OE will conduct satisfaction monitoring with the customer, including production of Lessons Identified.</p>	

Organisation Title	CIS Sustainment and Support Centre
<p>Mission Statement</p> <p>The CIS Sustainment Support Centre (CSSC) is the Agency's single, centralised asset management and repair facility for all static and deployed systems, including deployed life support equipment (generators and air conditioning). This organisation supports lifecycle management activities across all Services lines, enables the sustainability of systems through both logistics and technical design and support activities.</p>	

5.1.5 Executive Management

Organisation Title	Internal Audit
<p>Mission Statement</p> <p>Internal Audit is an independent and objective assurance and advisory activity within NCI Agency. It assists the agency in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's risk management, control, and governance processes.</p>	

Organisation Title	Chief Strategy Manager
<p>Mission Statement</p> <p>The Chief Strategy Manager (CSM) is responsible for the development and implementation of the NCIA's overall strategy in direct concert with the Agency's Executive Management Board (EMB) and other stakeholders. This strategy covers all aspects of NCIA's products and services delivered to all of its customers across the Alliance and its partners (NATO and Nations).</p>	

Organisation Title	Service Strategy
<p>Mission Statement</p> <p>Service Strategy acts as Design Authority for NATO C4ISR as mandated in Charter: works with all relevant stakeholders in order to develop NATO C3's architectures to support Senior Policy Committees' capability coherence and to implement NATO technical coherence. Service Strategy achieves this mission through a focus on five areas: A Service Strategy and Innovation branch is responsible for defining the strategy for future services, based on future user requirements, emerging technologies and a focus on innovation; an Enterprise Architecture branch that ensures that services are delivered in a coherent manner through an enterprise-wide architectural design; a quality, risk and compliance branch that ensures the guidance is followed through appropriate quality management, risk management and business processes; a Service Lifecycle Management branch that ensures services are properly managed across the lifecycle and managed in a formal portfolio and catalogue; and a Deputy Chief Operating Officer role responsible for monitoring the Agency's business operations and reporting these to Executive Management for informed decision making.</p>	

Organisation Title	Executive Management
<p>Mission Statement</p> <p>Executive Management provides information, coordination and analysis to the General Manager and Agency decision-makers through the development, maintenance and control of coherent, credible and clear NCI Agency level plans and policies linking the strategic vision to the detailed business and supporting activities in order to meet the General Manager's objectives. The support includes responsibility for coordination of key executive meetings and strategic engagement of external stakeholders/groups by Agency Executives in order to ensure corporate representation and deliverables, that are consistent and in line with GM's vision, planning and strategic intent.</p> <p>An element of this team provides immediate and daily support to GM and COS in order to ensure that Agency aims, objectives, priorities, tasks are clearly understood and executed effectively. The support includes responsibility for coordination of executive meetings to ensure corporate representation and deliverables, that are consistent and in line with GM's vision and planning.</p>	

Organisation Title	Independent Verification and Validation
<p>Mission Statement</p> <p>Independent Verification and Validation (IV&V) provides full governance, support and provision of the verification and validation aspects of the full service and capability life-cycle. IV&V also contributes to Quality Management and Change Manage as both a quality control technique and for change evaluation. Finally, IV&V disseminates and supervises the standard processes and procedures by which the Agency verifies and validates services and service interoperability.).</p>	

5.1.6 Enabling Services

Organisation Title	Demand Management
Mission Statement Demand Management's mission is to understand Customer requirements and diversify the Customer base to offer best possible C4ISR support to NATO and Nations in implementation of NATO Strategic concept and related NATO and Nations decisions. DM is to optimise Customer Relationship Management (CRM), Account Management (AM) and Demand Plan (DP) and Catalogue Management (CM) processes to maximise Customer satisfaction.	

Organisation Title	Acquisition
Mission Statement The Acquisition Directorate provides the full range of acquisition expertise and activities which support the planning, implementation and maintenance of the required capability to support the Agency's strategic goals and mission. These functions include Contracting, Logistics, and Cost Estimating and Analysis, among others. Agency focal point for all industry relations and industry participation in NCI Agency work, including ensuring participation of small and medium sized enterprises. Controls all acquisition activities to ensure proper risk management and protect the legal and financial liabilities of the Agency. Implements Best Practices as it relates to all acquisition activities, including Life Cycle Acquisition. Ensures impartial, unbiased, timely and accurate execution of all actions performed. Develop, implement and monitor the use of NCI Agency acquisition policy and procedures. Conduct all source selection activities of the Agency. Establish, process, administer, and effectively communicate Agency policies and practices and the documents and actions necessary to implement the Agency's acquisitions. This includes acting as the interface between the Agency and the nations, the NATO Committees responsible for authorising C4ISR acquisitions, and the NATO Office of Resources.	

Organisation Title	Financial Controller
Mission Statement The NCI Agency Financial Controller Organization provides optimized financial management services in support of the Agency's strategic goals and vision while ensuring financial control, accountability, and adherence to NATO Financial Regulations and policies. Provides the GM, Senior Leadership and stakeholders with relevant information to drive value to the products, services, and activities of the NCI Agency by facilitating decision making and improving corporate management and control.	

Organisation Title	Legal Advisor
Mission Statement The Legal Adviser provides legal advice to all elements of the NCI Agency. The Legal Office deals with a large variety of legal topics: It manages all agreements with NATO and on-NATO entities; provides support to various elements of the agency (the General Manager, the Commander and the Agency Supervisory Board; Demand Management, Acquisition, Human Resources); manages contractual disputes and arbitration with contractors; manages export control and license agreements; ensures compliance with the standard of conduct; manages staff member complaints and appeals; manages the agency regulatory framework and provides support to operations (including training and exercises).	

Organisation Title	Human Resources
<p>Mission Statement</p> <p>Human Resources provides solution oriented support the Agency's strategic goals and vision by promoting the concept that our staff, Civilians and Military personnel, our most valuable resource to be treated as such. Human Resources promote the recruiting and the retention of the best qualified people, while ensuring the necessary need for rotation. Develop the full potential of our workforce by providing training, development and recognition to promote individual and team success and increasing all employees overall value to the Agency. Establish, administer and effectively communicate policies and practices treating staff fairly and equally while maintaining compliance within NATO and NCIA Regulations. Seek and provide solutions that optimize the needs of the Agency. Provide Senior NCIA Leadership with relevant, feasible and strategic human capital insight to enhance timely and effective organizational decision making.</p>	

Organisation Title	General Services
<p>Mission Statement</p> <p>General Services (GS) provides and manages effective and efficient technical and administrative services to the NATO Communications and Information Agency (NCI Agency) and acts as the interface to external customers/partners like NATO OSS in the area of General Services. General Services provides direct services for NCI Agency major locations (Brussels, The Hague, Glons and Mons). GS provides policy oversight for General Services for Agency substructure. GS provides direct services to 3rd parties – shared services to organisations like ACCI, NAGSMA, BICES and others.</p>	

5. Scope of Contract

5.1 Contract Scope

This Contract will result in the award of multiple Advisory and Assistance Service Framework Contracts (AAS FC) to all successful bidders who will be selected by Best Value (BV) evaluation process described in Book I - Bidding Instructions. Up to the end of the AAS FC term, all contractors will be requested to supply Curriculum Vitae (CV) in response to specific manpower requirements detailed in Requests for Quote (RFQs) by the NCI Agency. In the post-award competition process, contractors' bids will be evaluated in most cases on the base of Lowest Price Technically Compliant (LPTC). In some special cases, the BV evaluation will be utilized. The contract is envisioned to

include the following broad categories of support, but NCI Agency shall not be limited to the categories hereafter:

- Cost Estimating / Analysis and Procurement Support;
- Cyber Defence Support;
- Engineering Support;
- General Office Support;
- Logistics Support;
- Military Operations Research, Analysis, and Support;
- Professional Management and Administrative Support;
- Quality Assurance Support;
- Software, IT, and Communications Support.

5.2 Contractor Requirements

Contractor Requirements will be driven by the Statements of Work and RFQ-Specific Terms and Conditions generated by each post and transmitted by each RFQ. These will be incorporated into Purchase/Task Orders issued as a function of the Contract Special Provisions. The following Paragraphs apply to all requirements:

5.2.1 Continuing Education

All contractor personnel shall receive continuing education necessary to stay current in their field of work, outside of work hours, as an inherent aspect of the contractual rates/prices.

5.2.2 Framework Contract Requirement Repository

For purposes of Order of Precedence, Book 2 - Part 4 - Framework Contract Requirement Repository is hereby incorporated by reference.

Book 2, Part 4

Framework Contract Requirement Repository

IFB-CO-14633-AAS

Advisory and Assistance Services





IFB-CO-14633-AAS

ADVISORY AND ASSISTANCE SERVICES

BOOK 2, PART 4

**FRAMEWORK CONTRACT REQUIREMENT
REPOSITORY**

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1. SECTION 1 – INITIAL REQUIREMENTS

1.1. COST ESTIMATING / ANALYSIS AND PROCUREMENT SUPPORT

Type: Level of Effort

Duty Location: Brussels, Belgium

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: No

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

Activities to be performed:

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

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

Skills, Competencies, and Toolsets:

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

1.2. CYBER DEFENCE SUPPORT

Type: Level of Effort

Duty Location: Mons, Belgium

Equivalent NATO Grade: A3

Travel Required: Yes

Non-Standard Working Arrangements: No

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

Activities to be performed:

- Management, configuration and deployment of Network Security related systems, Network Security appliances and associated management software;
- Deployment, configuration and maintenance of networking devices and associated management software;
- Configuration and management of Host Based Intrusion Detection and/or Prevention Systems (H-IDS/H-IPS);
- Configuration and management of On-line Vulnerability Management Systems (Online VM);
- Configuration and management of Full Packet Capture (FPC) devices;
- Configuration and management of Network Based Intrusion Detection and/or Prevention Systems (NIIDS/NIPS);
- Reviewing and improving the organisational quality of documentation and products as related to cyber security activities;
- To assist in developing documentation and guides for the implementation of new capabilities;
- Writing reports on cyber security activities, which includes monthly or quarterly reports that outline incidents, trends and recent cyber security activities;
- Developing documents critical to business continuity, which include disaster recovery and continuity of operations plans;
- To conduct policy reviews as directed, ensuring that organizational guidance with respect to CIS Security is appropriately reflected;
- Writing CIS Security policy, impacting a large and diverse organisation;
- Writing articles educating users on the principles of CIS Security and end user device security;
- To apply ISO 27001¹ and ISO 27002 standards to written documents;
- Supporting the development and maintenance of technical cyber security NATO Directive and Guidance documents, and review of Cyber Security/Information Assurance/Cyber Defence related documentation;
- Developing security accreditation strategies and provides guidance and support on security accreditation and re-accreditation activities;
- To review and provide technical assessment of the security-related documentation, required in the accreditation process;

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

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

Skills, Competencies, and Toolsets:

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

1.3. ENGINEERING SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A4

Travel Required: Yes

Non-Standard Working Arrangements: No

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

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

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

Activities to be performed:

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

Skills, Competencies, and Toolsets:

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

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

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

1.4. GENERAL OFFICE SUPPORT

Type: Level of Effort

Duty Location: Brussels, Belgium

Equivalent NATO Grade: B4

Travel Required: No

Non-Standard Working Arrangements: No

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

Activities to be performed:

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

Skills, Competencies and Toolsets:

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

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

1.5. LOGISTICS SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: No

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

Activities to be performed:

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

Skills, Competencies, and Toolsets:

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

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

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

1.6. MILITARY OPERATIONS RESEARCH, ANALYSIS, AND SUPPORT

Type: Level of Effort

Duty Location: Mons, Belgium

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: Yes

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

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

Activities in Operational Analysis (OA) to be performed:

- Operational and/or Strategic level planning for NATO joint operations across the full spectrum of military operations;
- Develop doctrine, propose capabilities, and explore the operational use of land, aerospace, maritime, logistic and C2 forces;
- Conduct joint mission task analysis;
- Develop military estimates (i.e. mission statement, Commander's Intent, situation analysis, Course of Action (COA) analysis and selection of best friendly COA);
- Develop military planning situations description;
- Develop analytical models to support the analysis of military capability requirements in the following areas:
 - Air and Missile Defence Command and Control (AMDC2);
 - Land;
 - Maritime;
 - Joint;
 - Command and Control (C2);
 - Nuclear, Biological, and Chemical (NBC) Defence;
 - Intelligence, Surveillance and Reconnaissance (ISR);
 - C4ISR;
 - Logistics.
- Develop computer simulation models to support analysis;
- Provide front-line OA support to NATO Commanders;
- Prepare data collection plan, observe, collect and analyse data from military operations and/or exercises;
- Compile lessons learned from past and/or current military operations & exercises;
- Support the development of operational views in architectures (i.e. description of tasks and activities, organisational and operational elements and information flows required to conduct or support a military function).

Skills, Competencies and Toolsets:

- A university degree in military science, or equivalent education from a recognised military academy or institute, preferably equivalent to a MSc degree and supplemented by relevant postgraduate qualifications or certification in military operations with 2 years post-related experience;
- Or equivalent to BSc's degree in military science, or equivalent education from a recognised military academy or institute with 4 years post-related experience;
- Detailed knowledge and practical experience with the NATO military organisation, mission, structure objectives, procedures and operations;
- Having experience in the planning, preparation, conduct and analysis of military exercises;
- Possessing knowledge and experience of the various phases of the NATO Exercise Planning Process (IPC, MPC, FPC);
- Knowledge in Computer Assisted Exercise (CAX) driver models, interfaces with C4I systems and synchronisation with scripted events;

- Experience in designing exercise structure and scenarios to meet exercise objectives in the most cost effective manner;
- NATO Secret Clearance.

1.7. PROFESSIONAL MANAGEMENT AND ADMINISTRATIVE SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: B4

Travel Required: Yes

Non-Standard Working Arrangements: No

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

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

Activities to be performed:

- Contribute to strategy, and concept explorations and their development and co-ordination related to all aspects of planning, programming and execution of the Programme Master Plan;
- Carry out work in the following areas: programme development, planning & scheduling; tracking, tracing and documenting programme performance against programme goals; identifying, programme risks register, budgetary development; development of detailed programmatic information, developing reports and presentations to civilian and military authorities;
- Provide expertise of NATO's capability development plans, policy and operational domains and leverage this expertise in military requirements for implementation;

- Liaise with the Operational Community of Interest and co-ordinate activities of the programme and/or project Operational User Group;
- Contribute to develop, in close coordination with other NCI Agency elements, cost estimations and cost analyses;
- Contribute to the development of Memoranda of Agreement (MOA), MOUs and to the management of contracts;
- Implement risk and issue management and develop risk mitigation action plans;
- Contribute to Configuration Management and Change Management activities;
- Contribute to quality management activities;
- Co-ordinate activities of related projects within the NCI Agency;
- Provide briefings and presentations;
- Assist in the planning, preparation and hosting formal and informal visits, meetings and conferences with representatives of military, civilian and industrial organisations;
- Trace and document overall systems configurations;
- Perform other duties as required.

Skills, Competencies, and Toolsets:

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

- Knowledge of NATO budgetary and cost estimation documentation.
- Interaction with the NATO Committees, Working Groups, and their supporting staffs.
- Experience with NATO contracting and contract administration procedures.
- Development of interagency and international MOAs/MOUs.
- Knowledge of NATO responsibilities and organization, including ACO and ACT.
- NATO Secret Clearance.

1.8. QUALITY ASSURANCE SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: A2

Travel Required: Yes

Non-Standard Working Arrangements: No

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

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

Activities to be performed:

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

Skills, Competencies, and Toolsets:

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

- General knowledge on functional safety concepts eg. IEC 61508 and relevant system and SW IEC and IEEE safety standards along with specifications on area of AMDC2;
- Prior experience of working in an international environment comprising both military and civilian elements;
- NATO Secret Clearance.

1.9. SOFTWARE, IT, AND COMMUNICATIONS SUPPORT

Type: Level of Effort

Duty Location: The Hague, Netherlands

Equivalent NATO Grade: B5

Travel Required: No

Non-Standard Working Arrangements: No

Many key NCI Agency delivered systems are built on a Java technology stack. As such it is essential that the Agency have access to surge manpower with expertise with all types of Java development, including integration of Java systems, development of UIs using Java technologies and more. Besides the Java orientation, a wider aspect of software development, IT and embedding communication environments are in the scope of software development support.

Activities in Software, IT, and Communications development to be performed to:

- Design, code, test, correct and document large and/or complex programs and program modifications from supplied specifications using agreed standards and tools, to achieve a well-engineered result;
- Apply object-oriented programming techniques and design patterns;
- Write unit tests using specific tools (e.g. JUnit);
- Takes part in reviews of own work and leads reviews of colleagues' work.
- Specifically focus on the development of Java Applications (web-based and desktop application) utilizing a range of techniques and technologies;
- Design and develop Java classes using specific IDEs and application frameworks (e.g. IntelliJ IDEA, Eclipse, Netbeans, J2EE/WebSphere, etc.);
- Develop fine or coarse-grained application modules and their components;
- Document the design and implementation using UML-based CASE tools;
- Configuration control (e.g. using CVS, Mercurial, ClearCase);
- Design and develop Java classes in the IntelliJ development framework;
- Provide XML knowledge;
- Document the design and implementation using UML-based CASE tools;
- Design, implement, and tailor MS SharePoint workflow management;
- Configuration control using CVS;
- Possess knowledge of the Ant build tool;
- Have knowledge of the Maven build tool;

- Implement database call-backs in Java applications (e.g. for Oracle, MySQL, SQL Server, etc.);
- Use a bug tracking system for issues and documentation;
- Use a continuous integration tool (e.g. Jenkins).

Skills, Competencies, and Toolsets:

- Vocational training at higher level in a relevant discipline, leading to a professional qualification with a minimum 8 years post-related experience in software engineering;
- Or a higher educational qualification and supplemented by relevant postgraduate qualifications and / or certification with less practical experience with a minimum 5 years post-related working background;
- Having experience in Java, Java Applets, Web Programming Skills, Teamwork development;
- Knowledge in Web User Interface Design, and Software Development Process;
- Possessing knowledge in building Software Requirements;
- Working in Object-Oriented Design (OOD) environment with relevant tool(s); and in Software Debugging processes;
- NATO Secret Clearance.

2. SECTION 2 – POST-AWARD REQUIREMENTS

2.1. TBD

2.2. TBD