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| NATOver_CMYK_HR**H:\My Documents\jwc_ikm\templates\JWC FINAL LOGO.jpg** **Joint Warfare Centre** Eikesetveien 29 – PB 8080 – 4068 Stavanger – Norway   |
| IFIB-ACT-JWC-18-33 |
| Scenario Deliverable Support Contract (SDSC) for the Development and Delivery of the FIKSO Setting and Scenario |
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PART I

BIDDING INSTRUCTIONS

**IFIB-ACT-JWC-18-33**

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# PURPOSE

The purpose of this Invitation for International Bidding (IFIB) process is to award one or more Contracts for Suppliers to provide commercial services as specified in the Statement of Work (SOW).

These services will be performed on a Firm Fixed Price basis.

The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the administrative requirements of this IFIB-ACT-JWC-18-33.

# BACKGROUND

See Part III, Section B for background information.

# DEFINITIONS AND ABBREVIATIONS

a. "Bidder" means the bidding entity that has submitted a bid in response to this RFP.

b. “Contracting Officer” or the “Purchasing & Contracting Officer” or “P&C” means the person executing and managing this contract on behalf of JWC. Only duly designated Contracting Officers have the authority to obligate JWC.

c. “Contracting Officer Technical Representative” or “COTR” means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.

d. “HQ SACT” means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.

e. “JWC” means the Joint Warfare Centre, located in Stavanger, Norway.

f. “North Atlantic Treaty Organisation” is hereafter referred to as “NATO”.

g. “Supplier/Company/Service Provider” means a party that supplies goods or services.

h. “Bid” means a submission of completed documents in response to this RFP with the intent of participating in the competition for a contract award. Bid is used interchangeable with the term “Proposal”.

# USEFUL WEB SITES

The following web sites contain information that may prove useful to the Bidders;

NATO ; [www.nato.int](http://www.nato.int)

JWC; [www.jwc.nato.int](http://www.jwc.nato.int)

Norwegian Tax Authorities; [www.skatteetaten.no](http://www.skatteetaten.no)

Norwegian Work and Welfare Authorities; [www.nav.no/page?id=805312736](http://www.nav.no/page?id=805312736)

# CLASSIFICATION

This Request for Proposal (RFP) is a NON SENSITIVE INFORMATION RELEASABLE TO THE PUBLIC document. However, it may make references to classified documents for which access and/or retention are subject to NATO and national security rules and procedures. JWC will not distribute these classified documents to prospective bidders nor will JWC consider any request for time extension to enable a prospective bidder to obtain these classified documents from national sources. For the performance of the contract, the Companies personnel will NOT be required to obtain, before contract start date, a NATO SECRET security clearance or equivalent national level.

# PARTIAL BIDDING

Partial bidding is AUTHORIZED.

# AMENDMENTS OR CANCELLATION OF THE RFP

JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the RFP prior to the date set for the bid closing. JWC reserves the right to cancel this RFP, in its entirety, at any time. No legal liability on the part of JWC for payment of any sort shall arise and in no event will a cause of action lie with any bidders for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All efforts initiated or undertaken by the bidders shall be done considering and accepting this fact. JWC will inform the prospective bidders by email or fax for any changes of this original document. If this RFP is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders.

# COMPLIANCE

Bidder’s proposal must be based on a full compliance with the terms, conditions, and requirements of the RFP and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and functional details, provided that stated functional and performance requirements of the RFP are fully satisfied.

Each bidder will include in his bid a compliance statement in accordance with Part I, Annex A-1. The bidder shall list thereon, when applicable, all deviations from the Bidding Instructions (Part I), JWC General Provisions (Part II) and the Statement of Work (Part III). Failure to submit a completed compliance sheet may result in disqualification of the bid. In case of conflict between the compliance statement and the detailed evidence or explanations/ comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

# CURRENCY

Bidders may only quote in NOK. Bidders are also advised that all invoices and payments will be made in the currency agreed in the contract. Bank charges related to payments outside Norway will be charged to the supplier.

# CONTENTS OF PROPOSAL

## 10.1 Number of Copies

The bid will consist of three (3) bid packages: the Administrative documentation, the Technical Proposal and the Price Proposal.. The Administrative documentation and Technical Proposal shall be submitted in one (1) original and one (1) copy. The Price Proposal shall only be submitted in one (1) original.

## 10.2 Bid Packages

The bid shall be: the Administrative documentation, the Technical Proposal and the Price Proposal. **\*\*\*PLEASE NOTE: PRICE PROPOSAL, ADMINSITRATIVE DOCUMENTATION AND TECHNICAL PROPOSAL SHALL BE IN THREE SEPARATE ENVELOPES\*\*\***

1. Administrative Documentation: Each prospective bidder shall include administrative documentation to include as a minimum the following information:

a.0 Supplier created Table of Contents for the entire bid.

a.1 The Compliance Statement (Annex A-1)

a.2 The Certificate of Legal Name of Bidder (Annex A-2)

a.3 The Certificate of Independent Determination (Annex A-3)

a.4 The Certificate of Bid Validity (Annex A-4)

a.5 The Certificate of Exclusion of Taxes and Charges (Annex A-5)

a.6 The Certificate of Authorization to Perform (Annex A-6)

a.7 Past performance (Annex A-7)

a.8 Administrative Evaluation Matrix (Annex A-8)

a.9 Certificates for technical and/or service quality programmes (e.g. ISO)

1. Technical Proposal: Each prospective bidder shall include a technical proposal to include as a minimum the following information:

b.1 Quality Control and Evaluation Criteria Matrix. Bidders must submit One (1) Evaluation Criteria Form per Scenario Content Thread. (Annex B-1)

b.2 Basis of Estimate for each Scenario Content Thread. Bidders must submit One (1) Evaluation Criteria Form per Scenario Content Thread. (Annex B-2)

The Technical Proposal must enable JWC to assess the supplier’s current position in promoting quality and financial assurance.

1. Price Proposal: The Price Proposals shall be made in accordance with the attached Bid Forms (see Bidding Instructions, Annex C-1 and C-2).

c.1 The Bid Forms (Annex C-1 and C-2) must be dated and signed by Bidder’s authorized personnel. Proposed rates must be fully “loaded” [G&A, O/H etc.],

Please note:

* the price for the Integrated Delivery Management Interface (IDMI) per Scenario Content Thread must be noted in each Bid Form (C-1) submitted.
* Separate Bid Forms (Annex C-1 and C-2) are required for each SCT the Supplier is bidding for. These must be submitted in separate envelopes.

# BID SUBMISSION

## 11.1 Language

Proposals shall be submitted in the English language.

## 11.2 Bid Mailing

a. Each proposal will be placed in a package, which will be marked “Proposal for IFIB-ACT-JWC-18-33. The price, administrative and technical proposal must be enclosed in **separate envelopes**. The package containing the entire proposal will be placed in another envelope, also prominently marked with the RFP reference (IFIB-ACT-JWC-18-33) and addressed to:

**“Proposal for IFIB-ACT-JWC-18-33”.**

**Joint Warfare Centre**

**BUDFIN – Purchasing and Contracting Branch**

**P.O. Box 8080**

**Gamle Eikesetveien 29**

**N-4068 Stavanger, Norway**

**Tel: +47 52879290/9291/9294**

b. Proposals hand-carried to JWC, delivered by commercial courier, or parcel Delivery Companies are to be handed over to a representative of the Purchasing & Contracting Section. The Section is typically open Monday through Friday between 08:00 to 15:30 hrs, please call the office and arrange a time & date to be meet at the front gate – 47-52879290/91/94/96/97. Receipt of the proposal (namely time and date) will be recorded on the package, and the delivery agent will be requested to sign the date/time endorsement, signifying transfer of accountability.

# LATE PROPOSALS

The bidder must make every effort to ensure that the proposal reaches JWC before or on the exact date and time set for the bid closing. Proposals received after the established closing date/time will be considered late. Late proposals shall be considered only if arrived before the contract has been awarded and on condition that their failure to arrive on time can be attributed to the following circumstances:

a. A bidder will not be held responsible for service delays, so long as a proposal was sent (Registered Mail or by Certified Mail) through commercial channels at least five (5) days before the bid closing. An official Post Office date stamp or service receipt will be required in order to substantiate reason for delay.

b. Mishandling by JWC personnel upon or after receipt.

Other late proposals cannot be considered for award. These proposals will be treated as non‑responsive and will be returned unopened to the bidder, at his expense.

# BID WITHDRAWAL

A bidder may withdraw his proposal up to the date and time specified for the bid closing, by written or facsimile notice to JWC Contracting Officer. The proposal will be returned unopened to the bidder, at his expense.

# BID CLOSING DATE

Proposals must be received at JWC **not later than 12:00 hours (local time),**

 **18-June-2018**. At that time and date, bidding will be closed.

# BID VALIDITY

Proposals submitted shall remain valid until 31 August 2018. JWC reserves the right to request an extension of validity if a decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity. JWC will interpret a denial as a withdrawal of the proposal.

# DURATION OF THE CONTRACT

The contract awarded through this RFP will be for an initial period effective from the date of last signature, with the option to extend the contract at the minimum one (1) year at a time. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 days prior to current contract expiration date.

# BID EVALUATION

## 17.1 Responsibility

The evaluation of Proposals and the determination as to the responsiveness and technical adequacy of the services offered will be the responsibility of JWC Contract Award Committee (CAC) and shall be based on information provided by the bidders. JWC is not responsible for seeking any information that is not easily identified and available in the proposal package.

## 17.2 Price Comparison

For the purpose of price comparison, all quoted prices will be in NOK.

## 17.3 Evaluation Process

JWC CAC will thoroughly evaluate the financial and technical proposal submissions. It is imperative that prospective bidders provide enough information for the CAC to properly evaluate the supplier’s competence, qualifications, and resources.

a. The evaluation of proposals shall be based as follows:

* Verification and assessment of compliance with all administrative bidding instructions (a.0 to a.9).
* Thorough evaluation of the received proposals (technical) to ensure ability to perform (i.e., overall competency), as well as compliance with JWC requirements (Statements of Work, Annex B-1 and B-2).
* Price proposals of the technically compliant bidders shall then be reviewed to determine the Best Value Bid.
* Best Value is recognized by the weighting of the Quality (Administrative/Technical) and Price elements with substantial consideration given to Quality.
* Total price will be evaluated (Maximum planned duration of 31 months).

## 17.4 Clarification of Proposals and Discussions

During the proposal evaluation process, JWC reserves the right to discuss any proposal with the bidders in order to clarify what is being offered (technical capabilities, financial information, investment plan, etc.) and to resolve any potential areas of non‑compliance. However, no change to the content of the proposal (technical, financial, etc.) shall be permitted.

# COMMUNICATIONS AND CONTACTS FOR CLARIFICATION

## 18.1 Communications in General

Any communications related to this RFP, between a prospective bidder and JWC shall only be through the JWC Contracting Officer and/or JWC Contracting Specialist; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this RFP. There shall be no contact with regards to this RFP with other JWC or NATO personnel. This is to maintain all bidders on an equal and competitive footing. Bidders not following this rule will be disqualified.

## 18.2 Bidders Request for Clarification

Bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this RFP, specifications etc., must be requested in writing (facsimile or email) to the Contracting Officer and/or Contracting Specialist. The Contracting Officer must receive clarification requests at least ten (10) days before bid closing. It is the Contracting Officer’s exclusive right to deny or grant an extension of the closing date.

Information given to a bidder will be furnished to all prospective bidders, by way of a clarification to the RFP. Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer and/or Contracting Specialist.

## 18.3 Point of Contact

Mr Kjetil Sand, Contracting Officer

Tel: +47 52 87 92 90

E-mail address: kjetil.sand@jwc.nato.int

CDR Paal Haarr, Contracting Officer

Tel: +47 52 87 92 94

E-mail address: paal.haarr@jwc.nato.int

All correspondence is to be forwarded to group email box: **pcs@jwc.nato.int**

Joint Warfare Centre

BUDFIN – Purchasing and Contracting Branch

ATTN: Kjetil Sand/Paal Haarr

P.O. Box 8080

Gamle Eikesetveien 29

N-4068 Stavanger

Norway

**ANNEXES:**

PART I Annex A-1 Compliance Statement IFIB-ACT-JWC-18-33

PART I Annex A-2 Certificate of Legal Name of Bidder IFIB-ACT-JWC-18-33

PART I Annex A-3 Certificate of Independent Determination IFIB-ACT-JWC-18-33

PART I Annex A-4 Certificate of Bid Validity IFIB-ACT-JWC-18-33

PART I Annex A-5 Certificate of Exclusion of Taxes and Charges IFIB-ACT-JWC-18-33

PART I Annex A-6 Certificate of Authorization to Perform IFIB-ACT-JWC-18-33

PART I Annex A-7 Past performance IFIB-ACT-JWC-18-33

PART I Annex B-1 Bidders Technical Response IFIB-ACT-JWC-18-33

PART I Annex B-2 Basis of Estimate per Scenario Content Thread IFIB-ACT-JWC-18-33

PART I Annex C-1 Price Proposal per Scenario Content Thread IFIB-ACT-JWC-18-33

PART I Annex C-2 Price Proposal per Work Unit IFIB-ACT-JWC-18-33

**PART I BIDDING INSTRUCTIONS, ANNEX A-1**

**A-1 COMPLIANCE STATEMENT**

It is hereby stated that our bid to IFIB-ACT-JWC-18-33 is fully compliant with the Bidding Instructions, General Provisions and Statement of Work as contained in Part I, II and III of this document, with:

 No exceptions

Or

The following exception(s):

|  |  |  |
| --- | --- | --- |
| Part | Paragraph | Description of Deviation |
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Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Reference: IFIB-ACT-JWC-18-33

**PART I BIDDING INSTRUCTIONS, ANNEX A-2**

**A-2 CERTIFICATE OF LEGAL NAME OF BIDDER**

|  |
| --- |
| This Bid is prepared and submitted on behalf of the legal corporate entity specified below: FULL NAME OF CORPORATION: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DIVISION (IF APPLICABLE):  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SUB DIVISION (IF APPLICABLE):  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| OFFICIAL MAILING ADDRESS:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| E-MAIL ADDRESS:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| TELEFAX NO:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POINT OF CONTACT REGARDING  |
| THIS BID: NAME:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POSITION:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| TELEPHONE:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ALTERNATIVE POINT OF CONTACT:  |
| NAME:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POSITION:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| TELEPHONE:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| .................................................... Date  | ......................................................Signature of Authorized Representative  |
| ..............................................................  Title |
| ..............................................................  Company |

**PART I BIDDING INSTRUCTIONS, ANNEX A-3**

**A-3 CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Bidder shall certify that in connection with this procurement:

1. 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;
2. 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 he/she 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

1. They are not the person in the Bidder’s organization responsible within that organization for the bid but that they have been authorized 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

b. They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

|  |  |
| --- | --- |
| .................................................... Date  | .............................................................. Signature of Authorized Representative  |
| ..............................................................  Title |
| ..............................................................  Company |

**PART I BIDDING INSTRUCTIONS, ANNEX A-4**

**A-4 CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorized representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our offer will remain valid until 31 DECEMBER 2018.

|  |  |
| --- | --- |
| ………………………………………..Date | …………………………………………..Signature of Authorized Representative…………………………………………...Title…………………………………………..Company |

**PART I BIDDING INSTRUCTIONS, ANNEX A-5**

**A-5 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES**

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

|  |  |
| --- | --- |
| ………………………………………..Date | …………………………………………..Signature of Authorized Representative…………………………………………...Title…………………………………………..Company |

**PART I BIDDING INSTRUCTIONS, ANNEX A-6**

**PART I, ANNEX A-6 CERTIFICATE OF AUTHORIZATION TO PERFORM**

The SUPPLIER warrants that:

1. The SUPPLIER and sub-contractors, if any, have been duly authorized to operate and do business in Norway; SUPPLIER and sub-contractors, if any, have obtained all necessary licenses and permits required in connection with the contract; that SUPPLIER and sub-contractors, if any, will fully comply with all the laws, decrees, labour standards and regulations of Norway during performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon JWC.
2. The Supplier has adequate financial resources, or the ability to obtain them, to perform activities before approved milestones and subsequent financial settlements as specified in the Production Plan.
3. All effort by the Supplier and sub-contractors, if any, related to this SOW, will be performed on NATO Member Nation territory by NATO Nationals with the required clearances.
4. The Supplier, involved Supplier personnel and sub-contractors, if any, have not been suspended or debarred from contract work at any NATO body.

|  |  |
| --- | --- |
| ………………………………………..Date | …………………………………………..Signature of Authorized Representative…………………………………………...Title…………………………………………..Company |

**PART I BIDDING INSTRUCTIONS, ANNEX A-7**

**A-7 PAST PERFORMANCE**

Scenario development or substantially similar work completed within the last 3 years or ongoing.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Type of Contract**  | **Name of Company/ Agency**  | **Period of Performance** | **Contact**  | **E-mail address**  | **Phone** | **Comments** |
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Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Reference: IFIB-ACT-JWC-18-33\_

**PART I BIDDING INSTRUCTIONS, ANNEX B-2**

**ANNEX B-2, BASIS OF ESTIMATE PER SCENARIO CONTENT THREAD**

**<*Name of Thread*>**

*Please do not be limited by the available space on this page.*

Provider certification of compliance with each of the applicable and appropriate Quality Control and Qualification Criteria listed in Annex A of the SOW.

A business plan, containing;

* a description / lay-out of the provider’s internal work-structure(s) and main processes and procedures applied to provide forecasted and on-call deliverables
* a plan / schedule for the production, staffing and (final) delivery of deliverables based on milestones provided by JWC’s Production & Delivery Forecast

An estimate of required work-units per SCT to provide the deliverables.

An estimate of other identified costs drivers including anticipated travel.

**Annex C-1 Bid Form**

**Price Proposal per Scenario Content Thread - SDSC FIKSO - IFIB-ACT-JWC-18-33**

**(SEPARATE ENVELOPE)**

1. Base Contract: 01 October 2018 (planned) to 31 December 2019

2. Option 1: 01/01-2020 to 31/12-2020 / Option 2: 01/01-2021 to 30/04-2021 (planned)

**Scenario Content Thread (SCT): *(Fill in Name of Thread*)**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Fixed rate per SCT in NOK |  |
| CLIN | Description | Base Contract | Opt. 1 | Opt. 2 |  |
| **0001** | **Firm Fixed Price for this SCT** |  |  |  |  |
|  | Integrated Delivery Management Interface (IDMI)(Included in the FFP above, % or value of this)***This does not apply to SCT 6 - IKM*** |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Bidder Comments:  |

\*\*\*PLEASE NOTE: Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer \*\*\*

The prices are firm and fixed for the three periods.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Reference: IFIB-ACT-JWC-18-33

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**PART I Annex C-2 Price Proposal per Work Unit - SDSC FIKSO - IFIB-ACT-JWC-18-33**

**(SEPARATE ENVELOPE)**

1. Base Contract: 01 October 2018 (planned) to 31 December 2019

2. Option 1: 01/01-2020 to 31/12-2020 / Option 2: 01/01-2021 to 30/04-2021 (planned)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Fixed rate per Work Unit in NOK |  |
| CLIN | Description | Base Contract | Opt. 1 | Opt. 2 |  |
| **0001** | **Work Unit ON-site** |  |  |  |  |
| **0002** | **Work Unit OFF-site** |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Bidder Comments:  |

\*\*\*PLEASE NOTE: Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer \*\*\*

The prices are firm and fixed for the three periods.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Reference: IFIB-ACT-JWC-18-33

**PART II**

**SECTION A - GENERAL TERMS AND CONDITIONS**

**IFB-ACT-JWC-18-33**

**(CONTRACT NO.: ACT-JWC-18-C-008)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)**

**FIKSO SETTING AND SCENARIO**

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**PART II GENERAL PROVISIONS**

# ORDER OF PRECEDENCE

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:

 1st Purchase Order Terms

 2nd Special Terms and Conditions

3rd These General Provisions (Part II)

4th The Statement of Work (Part III)

5th The formal Bid or Proposal accepted by JWC

# DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings as set forth below;

1. “Acceptance” means the action by which the JWC acknowledges that the Supplier has fully demonstrated that the Supplies delivered are complete and operational.
2. “JWC” means the Joint Warfare Centre. Joint Warfare Centre (JWC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters, 1952), (Paris Protocol).
3. “Contracting Officer” means the person executing and managing this contract on behalf of JWC.
4. “Contract” means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions apply.
5. “Delivery” means, as applicable, the exact or latest possible date(s) by which the Supplier shall deliver Supply (Goods or provide the Services) to the JWC under the Contract.
6. “NATO” means the North Atlantic Treaty Organisation.
7. “Supplier” means a party that supplies Goods or Services.
8. “Day” means any calendar day.
9. “COR/COTR” means the Contracting Officer’s Representative.
10. “Force Majeure” means an event or effect that can be neither anticipated nor controlled, provided that such event or effect is not attributable to the fault or negligence of the Supplier and cannot be prevented by it. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g. riots and wars). Neither strike nor labour stoppages by the Supplier’s workforce nor civil unrest shall constitute Force Majeure.
11. “Goods” means any and all of the products to be supplied by the Supplier to the JWC under the Contract, including any replacement parts furnished pursuant to a warranty or otherwise, regardless of whether the price(s) for such Good(s) is or are separately indicated.
12. “Sub-Contractor” means a Third Party who has entered into an agreement with the Supplier for the provision of Supply under this Contract.
13. “Subcontract” means, except as otherwise provided in this Contract, any agreement or contract made by the Supplier with any other party in fulfilment of any part of this Contract, and any agreement, contract or subcontract hereunder.
14. “Work” means all work which the Supplier shall perform or cause to be performed under this Contract.
15. “Supplies” means the Services and the Goods identified in the Contract.
16. "Services” means any and all services to be provided by the Supplier to the JWC under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service.

# AUTHORIZATION TO PERFORM

1. The Supplier warrants that:
2. it and its Sub-Contractors, if any, have been duly authorized to provide the required services and to do business in Norway;
3. it and its Sub-Contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract;
4. it and its Sub-Contractors, if any, will fully comply with all the laws, decrees, labor standards and regulations of Norway during the performance of the Contract; and
5. attainment of any license, permit or authorization that is required for provision of the Supplies shall be sole obligation of the Supplier.
6. In line with these contractual terms and conditions, the Supplier must provide the details/paperwork of your corporate registration in Norway.The required documentation must be provided at your earliest opportunity but not later than **01-OCTOBER-2018**.

# SUPPLIER’S STATUS AND AUTHORIZATIONS

1. The Supplier, its personnel and Sub-Contractors, if any, shall not be considered in any respect as being employees, organs or agents of the JWC or NATO. Nothing in this Contract shall be construed as creating a partnership or joint venture of any kind. Neither Party shall be authorized to bind the other Party legally, financially or otherwise except as explicitly indicated in the Contract.
2. No NATO privileges or immunities will be granted to Suppliers or its personnel. The SUPPLIER’s personnel cannot become members of NATO MWA funded activities, e.g. Jatta Community Club, JWC Friendship Club, or the Sports Clubs.
3. The NATO SOFA or Paris Protocol does not apply to the Supplier or sub-contractor, or to their respective personnel. Work permits and residency permissions must be obtained in accordance with Norwegian law where applicable.

# ASSIGNMENT AND SUB-CONTRACTING

1. The Supplier shall not assign, transfer, pledge, subcontract or make other disposition of the Contract either in whole or in part except with the express written consent of the JWC and in accordance with the following reservations:
	1. any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless agreed in writing by the Contracting Officer.
	2. Sub-Contractors’ personnel shall be nationals of NATO member States, unless specifically authorized by the Contracting Officer.
	3. the Supplier shall determine that any Sub-Contractor proposed by him for the furnishing of Supplies which shall involve access to classified information in the Supplier's custody has been granted an appropriate security clearance by the Sub-Contractor's national authorities, which is still in effect, prior to being given access to such classified information.
	4. the Supplier shall be fully responsible for its Sub-Contractors and in any Subcontract shall bind the Sub-Contractor by the same terms and conditions by which the Supplier is bound under the Contract. Any subcontracting shall not relieve the Supplier from any liability or obligation under the Contract.

# Guarantees of the Supplier

1. The Supplier declares that the Supplies:
2. are of the quality(ies), quantity(ies) and description(s) required by, and conform to the terms or reference or technical specification of the Contract;
3. fully comply with applicable laws, directives, rules and regulations; and
4. are free from any right or claim of a third party, including rights based on industrial or intellectual property.
5. The Supplier further declares that:
6. it is competent to perform the Services; and
7. it has necessary associated capacities and qualifications, including knowledge, certifications, skills and personnel.

# SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Supplier and his Sub-Contractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.

# NOTICE OF SHIPMENT

1. At the time of delivery of any Supplies to a carrier for transportation, the

Supplier shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Supplier at least one (1) working day prior to such delivery to a carrier, the Supplier shall request instructions from the Contracting Officer concerning notice of shipment to be given.

1. The following information shall be included in such notification:

(1) Contract number;

(2) Shipping address;

(3) From: (Name and complete address of consignor)

 To: (Name and complete address of consignee);

(4) Listing of supplies by Contract Items(s);

(5) Number of and marking on packages(s);

(6) Weight and dimensions of packages(s);

(7) Name and address of Carrier, mode and date of shipment with waybill

 Number;

(8) Customs documents required by the Supplier (if applicable).

# SECURITY

1. The Supplier shall comply with all security requirements prescribed by the JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
2. The Supplier shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
3. Any known or suspected breaches of security or other matters of security significance is a violation of the professional confidentiality between the Parties, and may constitute a criminal offence under Norwegian law. Violations are to be reported immediately to the other Party by the Party, who becomes aware of the violation, and to the appropriate authorities in order to institute investigations.
4. If security violations occur, the Party being exposed to the violation is entitled to immediately declare the Contract void, and to claim penalties and compensation as set out in Article 22 below.

# ACCEPTANCE

1. Acceptance or rejection of the Supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
2. Acceptance shall be conclusive, except for latent defects, fraud, gross negligence amounting to fraud, or otherwise stated in the Contract. The formal Acceptance will take place when the following requirements have been met:
	* + 1. availability at final destination of all Supplies;
			2. successful completion of acceptance testing;
			3. verification of the inventory;
			4. satisfactory completion of all training or other services, if any, required by that date; and
			5. agreement between the JWC and the Supplier on a discrepancy list (if necessary) and corresponding clearance dates.
3. When discrepancies exist and if these do not prevent satisfactory use or operation of the Supplies, the JWC may declare the acceptance provisional. In this case the JWC is authorized to withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the Acceptance becomes final.

# OWNERSHIP

Unless specified elsewhere in this Contract, title to Supplies furnished under this Contract shall pass to the JWC upon Acceptance, regardless of when or where the JWC takes physical possession.

# WARRANTY

1. The Supplier issues a warranty on the product for a period of 24 (twenty-four) months (warranty period), from the date of Delivery and Acceptance, certifying that the product fulfils the agreed standards. Under the warranty the Supplier is obliged to repair or put into working order any fault or defect at Supplier’s own expense, no matter when JWC – within the warranty period notifies Supplier of the fault or defect.
2. The provisions of this Article are equally applicable to any item replaced or repaired under warranty.
3. The Supplier is liable for any and all faults or defects depreciating value or affecting the usability of the Supplies and depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.
4. The warranty applies to all faults or defects as described in this paragraph, and reported by the JWC before the expiration of the warranty period. The procedure shall be as follows:
5. JWC is obliged to notify the Supplier in writing, of any fault or defect no later than 7 (seven) days after the JWC has identified or discovered the fault or defect.
6. In case the Supplier is unable to replace or repair faults or defects occurring within the warranty period, the JWC is entitled to:
	* + reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the Supplies;
		+ If the fault or defect affects the general usability of the Supplies, set aside and declare the Contract void and subject to compensation, or request another Supplier to do the remaining and necessary works at Supplier’s expense.
7. Repairing of the defect should be reported in a protocol.
8. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
9. Failure to agree upon any determination to be made under this Article shall be a dispute concerning a question of fact within the meaning of the "Disputes" Article of this Contract.
10. The rights and remedies of the JWC provided in this Article are in addition to and do not limit any rights afforded to the JWC by any other Article of the Contract.
11. The warranty period shall be extended by a period equal to the time taken by the Supplier to repair or replace the item (Supplies) under warranty.

# EXPORT CONTROL

The Supplier warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Supplier require export pre-approval the JWC Legal Office will be provided a preview of said Suppliers request PRIOR to the Supplier submission to a Government entity. Upon validation of request by the JWC Legal Office, subject agreement or request may be submitted to appropriate authority.

# JWC REGULATIONS

The Supplier shall comply with the applicable provisions of JWC regulations and Directives as communicated to it by the Contracting Officer.

# SUPPLIER NOTICE REGARDING DELAY

In the event the Supplier encounters difficulty in meeting performance

requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the JWC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

# NOTICE OF ASSISTANCE WITH RESPECT TO PATENT AND COPYRIGHT INFRINGEMENT

1. The Supplier shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Supplier has knowledge.
2. In the event of any claim or suit against the JWC on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any Supplies furnished or Work or Services performed hereunder, the Supplier shall furnish, free of charge, to the JWC, when requested by the Contracting Officer, all evidence and information in possession of the Supplier pertaining to such suit or claim.
3. This Article shall be included in all Sub-Contracts.

# INTELLECTUAL PROPERTY

* 1. Unless the Supplier has advised the JWC before the acceptance of the Contract on existing third parties or Supplier’s rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights in the results of work undertaken by, or on behalf of, the JWC for the purpose of this Contract, including:
		+ 1. any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this Contract, documentation including software documentation;
			2. design data, specifications, instructions, test procedures;
			3. training material produced or acquired in the course of such work without prejudice to the residual rights of the Supplier to use the same or similar materials on future occasions in connection with work carried out for the JWC;
			4. Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes; and
			5. in particular, all rights, including copyright therein,

will vest in and be the sole and exclusive property of the JWC.

1. Technical data and software delivered under this Contract shall be marked with the number of this Contract, name of the Supplier and the rights transferred to JWC.

# SOFTWARE RELEASES AND UPDATES

1. All software implemented on or delivered with the Supplies shall be at the start of Acceptance, the most recent versions or releases as available.
2. The Supplier shall for duration of minimum five (5) years after Acceptance, and upon their availability, offer to the JWC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

# QUALITY ASSURANCE AND CONTROL; AUDIT

* 1. The Supplier shall have established a quality assurance system based on ISO 9000 Standards as applicable to the work, describing in which manner the Supplier will secure that the work will satisfy all quality requirements. Such system shall be subject to JWC’s review and the JWC has the right to audit the Supplier’s quality assurance system at any time during the term of the Contract.
	2. The Supplier shall, during the execution of the Work, perform such control as necessary to ensure that the Work is performed in accordance with the quality requirements of the Contract and that adequate documentation verifying such control is provided to the JWC in a timely manner.
	3. The JWC shall have a right to monitor the Work continually during the term of the Contract to ensure that the Supplier is fulfilling the contractual obligations. The monitoring will be carried out by performing quality inspections and assessments to determine whether the Supplier is meeting necessary quantity and quality requirements. The Supplier shall make its facilities accessible for inspection.
	4. As a part of the quality assurance system the Supplier may be required to issue a Status Report on a regular basis. Typically such Report should contain the following:

(1) Summary of work completed in the reporting period, including work days used;

(2) Current and/or anticipated problems/deficiencies, if any;

(3) Closing date(s) for open issues, if any;

(4) Comments/Queries.

* 1. JWC reserves the right to inspect any facilities required by the Supplier or to fulfil the obligations of this Contract, at any time.
	2. The JWC audit personnel or any person designated by the Contracting Officer shall have the right to inspect or audit the Supplier’s account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of this Contract and with the applicable JWC Directives.
	3. The Supplier agrees that the JWC or any of its duly authorized representatives shall, until the expiration of 5 (five) years after final payment under this Contract, have access to and the right to examine any pertinent books, documents, papers, and records of the Supplier involving transactions related to this Contract. The Supplier further agrees to include in all his Sub-Contractor(s) hereunder a provision substantially set for in this paragraph.
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## 20. QUALITY IMPROVEMENT

1. If the quality inspections and assessments show a need for improvement the Supplier shall submit an action plan to the Contracting Officer. The plan shall contain information on how the Supplier will solve the issues and a time schedule for implementation of the improvements. The plan must be approved by the Contracting Officer in writing.
2. The Supplier shall keep up with developments in its professional field and, subject to the written approval of the Contracting Officer, make changes to improve and develop the services provided to the JWC.

## 21. HEALTH, SAFETY AND INCIDENT PREVENTION

The Supplier is obligated to ensure that personnel working inside the JWC areas are working in accordance with applicable national or local laws, codes and/or regulations as well as JWC Directives and Standard Operating Procedures (SOPs). If the Contracting Officer notifies the Supplier in writing of any non-compliance in the performance of this Contract, with safety and health rules and requirements and the Supplier fails to take immediate corrective actions, the Contracting Officer may order the Supplier to stop all or part of the Work until satisfactory corrective action has been taken. Such order to stop Work shall not entitle the Supplier to an adjustment of the price or other reimbursement for resulting increased costs, or to adjustments of the delivery or performance schedule.

# PENALTIES

If, JWC impose penalties on the Supplier, such penalties shall amount to 0.5% (zero point five percent) of the total contract price for each Day following the delivery date(s) specified in the Contract, not to exceed 10% (ten percent) of the total contract price. The penalties for the delay may be deducted by the JWC from any sum(s) due, or to become due, to the Supplier.

# DELAY NOT ATTRIBUTABLE TO THE SUPPLIER

If at any time the Supplier is delayed in providing the Supplies or in fulfilling any other obligation under the Contract due to any cause beyond the Supplier’s reasonable control, including but not limited to Force Majeure, the Contracting Officer may, by written notice, extend the delivery date(s) or fulfilment of any other obligation for such period of time as the JWC grants at its sole discretion.

# INDEMNITY

The Supplier shall indemnify and hold the JWC and its personnel, agents and employees harmless from any and all claims, suits, demands, liabilities, damages, losses and expenses of any nature or kind arising from:

1. any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Supplier and/or the Contractors in the provision of services under the Contract, unless it is caused from negligence on the part of the JWC and/or JWC’s personnel;
2. any taxes or other payments owed by the Supplier and/or the Contractors to any governmental agency as a result of any services provided hereunder, and any compensation owed to any employee of the Supplier for services provided hereunder;
3. any claim by any third party that the Supplies, the Work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party;
4. acts or omissions of the Supplier or its employees, agents and Sub-Contractors in the performance of the Contract.

# TERMINATION

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## TERMINATION FOR CONVENIENCE

* 1. The Contracting Officer reserves the right to terminate this Contract, or any part hereof, for its sole convenience by serving a 30 (thirty) Day written notice to the Supplier.
	2. In the event of such termination, the Supplier shall immediately stop all Work hereunder and shall immediately cause any and all of its suppliers and Sub-Contractors to cease work.
	3. Subject to the terms of this Contract, the Supplier shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of the JWC using its standard record keeping system have resulted from the termination, but in no case shall the total amount of payment to the Supplier exceed the agreed Contract price.
	4. The Supplier shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this Article.
	5. The Supplier shall continue the performance of this Contract to the extent not terminated under the provision of this Article.

## TERMINATION FOR DEFAULT

1. The Contracting Officer may, subject to the provisions of paragraph c. below, by written notice of default to the Supplier, terminate the whole or any part of this Contract in any one of the following circumstances:
	* 1. If the Supplier fails to make delivery of the Supplies or to perform the Work within the time specified herein or any extension thereof; or
		2. If the Supplier fails to perform or comply with any or all of the other provisions of this Contract, or does not make adequate progress such that failure endangers performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of 10 (ten) Days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
2. In the event the JWC terminates this Contract in whole or in part as provided in paragraph a, of this Article, the JWC may impose penalties in accordance with Article 22 of this General Terms and Conditions. The JWC may also procure Supplies or Work similar to those so terminated and the Supplier shall be liable to the JWC for any excess costs for such similar Supplies or Work. The Supplier shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.

c. If this Contract is partly terminated as provided in paragraph a. of this Article, the JWC, in addition to any other rights provided in the Article, may require the Supplier to transfer the ownership and deliver to the JWC in the manner and to the extent directed by the Contracting Officer:

1. Any completed Supplies and
2. Such partially completed Supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Supplier has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Supplier shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Supplier in which the JWC has an interest. Payment for completed Supplies delivered to and accepted by the JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the JWC and for the protection and preservation of property shall be in an amount agreed upon by the Supplier and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the Article of this Contract entitled "Dispute". The JWC may withhold in accordance with Norwegian law from amounts otherwise due the Supplier for such completed Supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the JWC against loss.
3. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Supplier was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such Article.,
4. Both Parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practice applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

## TERMINATION FOR INSOLVENCY, BANKRUPCY, ETC.; NOTICE

1. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the Contracting Officer may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance or the Supplier’s obligations or terminate the Contract with immediate effect, by providing the Supplier with written notice thereof.
2. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier’s insolvency, the Contracting Officer may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect providing the Supplier with written notice thereof.
3. The Supplier shall immediately give written notice to the Contracting Officer of the occurrence of any circumstance known or likely to alter materially the Supplier’s legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

# CORRUPTION AND ILLICIT GRATUITIES

1. The Supplier certifies that neither it nor its agents, employees or representatives have offered or given any gratuity whatsoever to any JWC personnel, with a view to securing a Contract or favorable treatment with regard to the award, modification or execution of this Contract.
2. The Contracting Officer may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by the JWC, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Supplier, its agents, employees or representatives to JWC personnel with respect to the award of this Contract or to the taking of any decision regarding its executions.

# INSURANCE

The Supplier shall be responsible for holding any required insurances under Norwegian Law at own cost.

# TAXES AND CUSTOMS CHARGES

Specifically, under Article 14, paragraph 14-2, sub-item g) (1) of the Supplementary Agreement between the Kingdom of Norway and Headquarters Allied Command Transformation and Supreme Headquarters Allied Powers Europe, the Supplier, acting on behalf of the JWC, is granted tax exemption on sales under this Contract.

# PURCHASE ORDERS

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23. JWC Purchase Order(s), if any, shall form an implemented part of this Contract. All Purchase Orders must be confirmed in writing by the Supplier. Purchase Order confirmations stating the agreed price and delivery date shall be sent to the JWC within 2 (two) days from the Purchase Order.
24. All JWC’s Purchase Orders contains an eight-digit Purchase Order number and are duly signed by the JWC’s Contracting Officer. Purchase Orders which does not contain a Purchase Order Number and/or the Contracting Officer’s signature shall be refused by the Supplier and promptly notified to the JWC.

# INVOICES & PAYMENTS

1. In order for the JWC to make timely payment, the Supplier will provide an original invoice, which must be exclusive of VAT and all other taxes (Article VIII of Paris Protocol, dated 28 August 1952, applies).
2. Note; the text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.
3. All invoices must contain:
	1. Name and address of the Supplier
	2. Invoice Date and Number
	3. Description, quantity, unit of measure, unit price of the items delivered
	4. All relevant Banking Details including SWIFT- and/or IBAN-code
	5. Relevant Purchase Order number and Purchase Order or Contract line item number
	6. Name, title and contact details of person to be notified of any matters related to the subject invoice
4. Invoices are to be submitted to:

**MAIL**

**Joint Warfare Centre**

**BUDFIN, P&C Section**

**PO Box 8080**

**N-4068 Stavanger**

**EMAIL**

**Send your invoice(s) to: jwc****invoice@jwc.nato.int**

**The invoice needs to be one document, all pages in one file.**

**Use pdf. files only**

**Please ensure your invoice includes:**

**1) Purchase Order (PO) Number**

 **2) PO Amount**

**3) PO Description**

**4) Invoice Date**

**5) Bank Info**

1. Standard terms of payment are 30 (thirty) days net upon completion of service and the JWC receipt of invoice. All invoices must be accompanied by supporting documents. Invoice-fees and/or any other administration charges or fees will not be accepted.
2. Payment for any Supplies by the JWC shall not be deemed an Acceptance thereof.
3. Electronic Fund Transfer is the prescribed method of payment for the JWC. All Suppliers to the JWC must complete and submit a Supplier Registration Form which can be found at [www.jwc.nato.int](http://www.jwc.nato.int).

# WITHOLDING OF PAYMENT

Without prejudice to any other right or remedy the JWC may have, the JWC may withhold any payment or part(s) thereof to the Supplier to the extent necessary to protect the JWC from loss under the Contract on account of any breach or default by the Supplier. Any such withholding by the JWC shall not affect the Supplier’s obligation to continue performance under this Contract. The JWC shall inform the Supplier in writing of its intent to withhold payment. No interest shall accrue on payments withheld by the JWC in accordance with this Article.

# CURRENCY AND EXCHANGE RATES

1. Unless otherwise stipulated in the Contract or required by applicable law, each payment shall:
2. be made in Norwegian Kroner (NOK); or
3. if transferred on a currency other than NOK, be calculated in accordance with the weekly NATO exchange rate then in effect; and
4. be transferred to the bank account belonging to the Supplier which is accepted by the JWC.
5. The Supplier shall bear all costs, fees and commissions that its bank imposes on any payment made by bank transfer.

# CONFIDENTIALITY

The Supplier shall keep confidential any information obtained under or in connection with the Contract and shall not divulge the same to any third party without the prior written consent by the JWC. The provisions of this Article shall continue in force notwithstanding the completion, expiration, cancellation or termination of this Contract.

# CODE OF CONDUCT

The Supplier recognizes and agrees that the employees shall conduct themselves in a manner suitable for the purpose of the Contract and in accordance with the NATO Code of Conduct as well as with the JWC’s Standard of Personnel Conduct. These can be made available upon request.

# CONTRACT ADMINISTRATION AND AMENDMENTS

1. All notices and communications between the Supplier and the JWC shall be written in English and may be personally delivered, emailed to the following address:

JOINT WARFARE CENTRE

BUDFIN, Purchasing & Contracting Branch

P.O. Box 8080

N-4068 Stavanger

Norway

e-mail: pcs@jwc.nato.int

Or, to any address otherwise designated in writing.

1. Any official discussion/negotiation between the Supplier and the JWC Representatives shall be recorded in Minutes, which shall be signed by authorised representatives of both the Supplier and the JWC. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the Parties as a result of meetings.
2. No modification, amendment or change to the Contract, or waiver of any its provisions, or any additional contractual relationship with the Supplier shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.
3. Unless otherwise specified in the Contract, a change to the person(s) acting as a Party’s contractual or technical focal point(s) does not require a formal amendment, and may be affected by a means of a written notification.

# PUBLICITY AND PUBLIC RELATIONS

Unless authorized in writing by the Contracting Officer, the Supplier shall not advertise or otherwise make public for the purpose of commercial advantage the fact that it is a contractor to the JWC, or use the name, emblem, logo, official seal or any abbreviation of the JWC. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

# PREFERRED CUSTOMER

The Supplier warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Supplier, etc. In the event the Supplier offers services to other customers at prices lower than those set forth herein, the Supplier shall so notify the JWC and the prices of such items shall be correspondingly reduced by a modification to this contract.

#

# LANGUAGE

The Contract has only been issued in the English language.

# ENFORCEMENT

Failure by either party to enforce any provision of this Contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects if such invalid or unenforceable provisions were omitted.

# FORCE MAJEURE

Neither of the Parties hereto shall be considered in default in the performance of its obligations to the extent that it proves that such performance has been prevented by a Force Majeure situation; such as, but not limited to, fire, war floods, strikes, etc. The party affected by a Force Majeure shall immediately notify the other party.

# DISPUTES

1. Both parties are under duty of good faith. The contract includes not only the specific terms, but also Norwegian law and customary practice to the type of trade to which the contract relates.
2. All disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the Supplier.
3. Should the Contracting Officer and the Supplier fail to reach an amicable settlement of the dispute, the dispute will be settled in the competent Court of Norway, unless otherwise specified in this Contract.

# APPLICABLE LAW

This contract shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Norway. When performing at NATO Installations the Supplier and his personnel (including also the Sub-Contractor’s personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and local installation Directives.

# Jurisdiction

The Supplier and the JWC accept the city courts of Stavanger, Norway as the legal venue for any disputes that may arise and that cannot be settled by mutual agreement between the Parties.

# ENTIRE AGREEMENT

This Contract sets for the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. The JWC shall not be bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this Contract that is submitted by the Supplier in any correspondence or any document unless the JWC specifically agrees to such provision in a written instrument signed by an authorized representative of the JWC.

# PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the JWC.

# MISCELLANEOUS

1. By the signing this Contract, the Supplier and all other involved parties that may have an impact on this agreement, have read and understood the contents of the agreement.
2. It is hereby stated that the Supplier and/or the Supplier’s Sub-Contractor(s) and/or the Supplier’s personnel are not involved in any other business relationships that may have instant or foreseeable future negative impact on the Contract.
3. Delivery of Supplies pursuant to the Contract, even if not signed, denotes full and formal acceptance by the Supplier of the Contract and its General Terms and Conditions.

 **PART II**

**SECTION B – PER NATURE OF THE CONTRACT**

**IFB-ACT-JWC-18-33**

**(CONTRACT NO.: ACT-JWC-18-C-008)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)**

**FIKSO SETTING AND SCENARIO**

### SCOPE

These Special Terms and Conditions address all issues pertaining to Deliverables to be rendered by the Supplier to JWC under this Contract, thereby taking precedence over the JWC General Terms and Conditions.

### DEFINITIONS

1. “Work unit” is one person's working time for a day, or the equivalent, used as a measure of how much work or labor is required or consumed to perform some task.

### TYPE OF CONTRACT

This is a Firm-Fixed Price - Deliverables Contract which establishes a contractual relationship strictly between the Supplier and JWC. All financial risks and liabilities undertaken by the Supplier for the purpose of the service provision fall with the Supplier. All employer responsibilities for the Supplier Personnel performing under this Contract shall lie with the Supplier.

### DELIVERY OF SERVICE

All deliverables provided on-site JWC under this Contract will be performed primarily on JWC Work Days and during JWC Operating Hours.

### COORDINATION OF DELIVERY OF SERVICE

The IDMI function will interface on a regular basis with the COTR or his delegated project manager for a scenario / exercise specific project for overall contract performance/schedule and contract reporting. The IDMI function shall be conducted at JWC to facilitate coordination with the PE staff.

### COORDINATION OF ABSENCES

To ensure the uninterrupted flow of JWC projects, any unscheduled absence by IDMI or Supplier Personnel executing a Functional Presence requires the earliest possible coordination with the COTR.

### TRAVEL

1. Travel by Contractors in support of the JWC mission will only be performed when a member of the approved International JWC Peacetime Establishment is unable to perform the mission.
2. Since Tasked Travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain advance approval from the Contracting Officer on travel and per diem costs.
3. Once Contractor travel has been established under a Contract/Purchase Order and the Supplier’s personnel is tasked to travel, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
4. The JWC Travel Office will set the Transport Ceiling Cost and at that time the Supplier may elect to book their transportation with the JWC Travel Office.
5. Transport tickets purchased through the JWC Travel Office will be paid by JWC, and the applicable travel line of the Contract/PO will be charged. These costs will not be invoiced by, or paid to, the Supplier. When transport tickets are purchased through another source, only documented cost up to the provided ceiling allocated by the JWC Travel Office, will be reimbursed to the Supplier.
6. Expenses for travel and per diem will be in addition to the firm-fixed-price rates for contracted deliverables presented herein. The Supplier will be reimbursed for travel expenses based on the NATO Civilian daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is utilized as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available. Travel must be on Economy Class fares (any extras, such as, but not limited to additional baggage/seat choice/legroom/etc. will be at Suppliers own expense).
7. Within the scope of this Contract, Supplier Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded between the Parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JWC, JWC holds the right to terminate the entire Contract.
8. The Supplier should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JWC signed approval of the travel.
9. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
10. Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

### SUPPLIER RESPONSIBILITY FOR SUPPLIER PERSONNEL

The Supplier, and in the case being, the sole proprietor, as the employer of the Supplier Personnel providing deliverables under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor’s running costs and any other applicable mandatory contributions. In case of duty travels to high risk areas required by JWC, the Supplier may be reimbursed the insurance costs by JWC, if so decided by the Contracting Officer.

### INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC

The Supplier shall ensure that the Supplier Personnel honour all JWC Directives and further guidance by the Chief of Staff regarding the safety and management of JWC.

### WORK SPACE

If specifically provided for in the SOW, JWC will provide working spaces for the Supplier Personnel.

### REPRESENTATION OF JWC/NATO

When dealing with third parties during the execution of this Contract, the Supplier Personnel shall present themselves as representatives of the Supplier working under contract for JWC/NATO. Supplier Personnel shall not take decisions or commitments for JWC/NATO.

**PART III - SECTION A – CONTRACT MANAGEMENT DATA**

**IFB-ACT-JWC-18-33**

**(CONTRACT NO.: ACT-JWC-18-C-008)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)**

**FIKSO SETTING AND SCENARIO**

[1. EFFECTIVE DATE AND DURATION..………………………………….44](#_Toc388963345)

[2. REMUNERATION AND PRICES………………………………………..44](#_Toc388963346)

[3. POINTS OF CONTACTS…………………………………………………44](#_Toc388963347)

### EFFECTIVE DATE AND DURATION

The duration of the Base Contract is from **01-OCTOBER-2018 THROUGH 31-DECEMBER-2019.**

### REMUNERATION AND PRICES

All prices are firm fixed and shall be in accordance with **Bidding Instruction Bid Form Annex C-1 and C-2**. All prices are in **NOK** and exclusive of Value Added Tax (VAT).

### POINTS OF CONTACTS

The SUPPLIER shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied, to the following address:

Joint Warfare Centre,

Purchasing & Contracting Branch

P.O. Box 8080, 4068 Stavanger

The JWC POCs are:

Mr Kjetil Sand, Contracting Officer

Tel: +47 52 87 92 90

E-mail address: kjetil.sand@jwc.nato.int

LtCdr Paal Haarr, Contracting Officer

Tel: +47 52 87 92 91

E-mail address: paal.haarr@jwc.nato.int

The SUPPLIER’s POC is:

**PART III - SECTION B – STATEMENT OF WORK**

**IFB-ACT-JWC-18-33**

**(CONTRACT NO.: ACT-JWC-18-C-008)**

**SCENARIO DELIVERABLE SUPPORT CONTRACT (SDSC)**

**FIKSO SETTING AND SCENARIO**

Chapter 1 Introduction

1. Scope and General Requirements
2. JWC organizational description
3. Project Parameters

Chapter 2 Contractual Framework Conditions

1. Type of Contract and Period of Performance
2. Places of Work
3. Quality Control and Qualification Criteria

Chapter 3 Deliverables

1. Integrated Delivery Management Interface (IDMI)
2. Communication and Network
3. (Technical) competence in identified Scenario Content Threads (SCT).
4. Setting and scenario related products and consultation
5. Functional presence
6. NATO Security Classification
7. Ordering, Tasking and Production

Annexes

A Provider’s Technical Compliance Assessment

 Appendix 1 Quality Control and Evaluation Criteria Matrix (Excel)

B Production & Delivery Forecast (Excel)

**Chapter 1 Introduction**

1. **Scope and General Requirements**
	1. This document specifies the products and delivery timeline that industry companies will be required to deliver in support of the Joint Warfare Centre’s (JWC) Program of Work (POW) directing NATO high priority exercises. JWC’s mission is to deliver high value exercises to NATO Command Structure and Force Structure entities and organizations in accordance with direction and guidance received from Allied Command Transformation (ACT) as well as SACEUR’s Annual Guidance for Exercises (SAGE) and the Military Training Evaluation Plan (MTEP), hereafter referred to as the ‘Guidance Documents’. In order to meet these evolving requirements, JWC must develop and deliver a comprehensive library of settings and exercise scenarios on a continuous basis. This, depending on the scale and scope of the respective project, typically requires a lead time of between 18 and 36 months.
	2. NATO’s shift to a contingency posture, as reflected in the guidance documents, brings with it a renewed emphasis on the dynamic and unpredictable nature of future operations. NATO’s core tasks are collective defense, crises management, and cooperative security. Training and exercising these core tasks requires JWC to remain current with the human and technical expertise across all domains in the comprehensive approach. JWC realizes that military means and resources, although essential, are not enough on their own to successfully meet NATOs setting and scenario requirements.
	3. In more than a decade of directing NATO’s high priority exercises, JWC has identified that the comprehensive approach is essential in meeting all exercise objectives. The Scenario Deliverable Support Contract (SDSC) is designed to establish the conditions that JWC maintains up-to-date expertise and capabilities necessary to meet all requirements levied in the guidance documents. The SDSC contract is an integral part of JWC’s production strategy that enables mission accomplishment by integrating deliverables from trusted industry partners and the military/exercise management expertise that is resident at JWC.
	4. In launching the SDSC contract, JWC is adopting the Just in Time (JIT) approach to obtaining essential technical expertise and support from industry. The JIT approach replaces earlier, conventional approaches, some of which saw contractors based on multi-year contracts at JWC. JWC has already made progress in partially adopting the JIT approach; previous employment of level of effort- contracts with short-term augmentation capability has been an important step forward. This experience has taught JWC, that close and active communication channels between JWC and industry are critical to efficient product production. Additionally, the ability of the contractor to be highly responsive and have access to a wide range of expertise commensurate with the described requirements is crucial.
2. **JWC organizational description**
	1. JWC employs a matrix-management organizational structure with staff Directorates and Divisions comprising the vertical component, and multi-year Exercise programs, led by Program Directors, providing the lateral component. By managing the multi-year Exercise programs, the Program Directors coordinate JWC’s contribution and support to NATO’s exercise and training program. Ad hoc project teams may also be assembled when necessary to carry out specific niche, emergent, or urgent tasks.
	2. The Exercise, Training and Innovation Directorate (ET&I) coordinates, manages and delivers JWC’s exercise planning, production and delivery as well as the support to transformational activities. Within ET&I, the Production Division’s Scenario Branch is responsible for:
		1. Managing scenario support
		2. Planning, coordinating, and controlling scenario content development and delivery
		3. Developing scenario content, documentation, data and information in support of exercise (specific) aims and training objectives, to include necessary refinements and adjustments induced by the routine exercise process as well as by changes to the requirement profile emanating from the TA or higher HQs – up to the development of completely new (geo-strategic) settings and their subsequent scenarios.
		4. Supporting exercise delivery by disseminating scenario content to the relevant target audiences in synchronization with the exercise process steps and required products, providing scenario and subject-matter-expert (SME) related advice to the relevant target audiences throughout the whole exercise process and supporting the exercise execution (primarily during phases II and III) by augmenting (e.g.) EXCON manning within respective functional areas / SME.
	3. The Company providing the deliverables (“Provider”) shall develop and deliver products and consultation that complement and support the work carried out by JWC’s Scenario Branch. The ambition is to leverage professional, forward-thinking Provider(s) with the ability to bring creativity, novel design thinking and industry best practice to JWC’s business functions of designing, developing and delivering exercise settings and scenarios as well as directly supporting the delivery of NATO’s Major Joint Exercise Program.
3. **Project specific parameters**
	1. Main parameters for the FIKSO-setting have been defined through a series of documents:
		* Military Committee Message (MCM) 0181-2015 on the “Future Development of NATO Exercises” of 2015,
		* “SACEUR’s Annual Guidance(s) on Education, Training, Exercises and Evaluation (SAGE)” since 2017,
		* SHAPE’s Vice Chief of Staff amplified “Guidance on the Southern Flank Scenario” of 2017.
	2. Additional “shaping” information is derived from a variety of documents, publications and fora, such as (eg.):
		* NATO’s “Framework for Future Alliance Operations (FFAO)” since 2015,
		* SHAPE’s “Comprehensive Advice on the potential additional requirements for NATO’s further adaption to challenges from the South” of 2016,
		* NATO’s “Southern Hub” portfolio.
	3. Within this framework of references, FIKSO as a setting is currently characterized as follows:
		1. Geographic area:

North Africa / Mediterranean; austere conditions in warm climate.

* + 1. Overall Theme:

Projecting stability against multiple state and non-state adversaries challenging NATO in a broad spectrum of domains.

* + 1. Scale:

Non-Article 5 Crisis Response Operation, including high-intensity combat periods and phases at small, major and large scale.

* + 1. Thematic Scope:

Part 1: Counterterrorism (NRF), planning for peace.

Part 2: Counterterrorism, Peace Enforcement.

* + 1. Main Inherent themes:

Hybrid / Non-linear Conflict, Cyber Warfare, Anti-Access/Area-Denial (A2AD), Challenge to the access to and use of Global Commons (Maritime Entry / Embargo), CBRN/WMD-proliferation, mass-migration, space capability disruption.

**Chapter 2 Contractual Framework Conditions**

1. **Type of Contract and Period of Performance**
	1. Type of Contract. This is a Firm Fixed Price Deliverables Contract in accordance with the General Terms and Conditions; all employer responsibilities for the Provider Personnel performing under this Contract shall lie with the Provider.
	2. Period of Performance. The contract period of performance lasts from 01.10.2018 until completion of Phase IV of EXERCISE TRIDENT JUPITER 20 (expected in Q-2-2021, date tbd).
	3. Option Periods. Three potential calendar-year extension option periods are available with this contract: 2019, 2020, 2021. Available options shall be exercised at the sole discretion of the JWC Contracting Officer, based on satisfactory work performance, and on-going/ evolving work requirements.
2. **Places of Work**
	1. JWC places a high value on being able to benefit from a broad spectrum of expertise from within the Provider’s network in order to help ensure the quality and completeness of the products developed and delivered. In line with the best practices developed over the past, the JWC PE staff is accustomed to conducting a wide variety of business through remote collaborative working with colleagues mainly in Europe as well as, to a limited extent in North America. These two tenets underpin the intended approach to the places of work for the Provider. In developing and delivering products under the SDSC contract, the places of work are summarized as follows:
		1. Provider Facilities, including provider internal “home office” arrangements.
		2. JWC (as required),
		3. Other NATO or National HQs, Technical Centres,
		4. Partnership for Peace Nations,
		5. Field / Exercise Locations.
	2. The identification of the most efficient place of work is dependent on the respective specifics of the deliverable(s), the supported project and its respective development / execution phase. This statement of work will identify specific requirements, delineating between on- and off-site support as well as indicate travel requirements.
	3. Travel:
		1. Provider Travel: Any travel which is solely determined by the Provider to ensure a successful provision of a deliverable. Estimated Provider travel costs will be a consideration for contract award and should be a factor in the price proposal.
		2. Tasked Travel: It is anticipated that the Provider may occasionally be tasked to travel in support of this contract, both within and outside NATO Alliance member nations’ boundaries. NATO per diem rates should be used as the benchmark for preparing travel estimates. Post award Basis of Estimate for the development of deliverables should include anticipated travel costs as a separate line item, to include estimated transportation costs Expected tasked travel costs will not be a consideration for contract award and should not be factored into the price proposal.
3. **Quality Control and Qualification Criteria**
	1. As a further guide to the specialized nature of SDSC contract work and the significant levels of skills and experience necessary to meet JWC’s requirements, a set of basic Quality Control and Qualification Criteria is described at the following paragraphs and summarized at Annex A. These criteria should be considered an initial baseline set, providing guidance on benchmark standards expected of the Provider for the development and delivery of products for JWC. As required, more specific criteria, further profiling the overall requirement may be added. In addition, during the anticipated life of the Contract, new requirements may warrant development of further quality control measures to enable the fulfilment of deliverables. In such cases, the new measure(s) shall be developed and agreed by the Provider, the COTR, and the Contracts Officer and incorporated by formal contract modification. Scenario Content Threads (SCT) and project-specific criteria will be further defined within the Technical Compliance Assessment (Annex A) and – if required – through the corresponding statements of work.
	2. The guidance given below is intended to help ensure a common understanding of nature of the work to be carried out in developing and delivering products, and to contribute to meeting the quality assurance expectations of JWC. It will be employed by JWC as a reference and compliance tool in assessing the reliability of the Provider’s Basis of Estimate (BOE). A BOE will be a contract prerequisite to accompany the price proposal for contract award consideration and subsequently for price proposals for products described in this contract.

**Chapter 3 Deliverables**

This part outlines the desired Provider’s effort and outputs necessary to accomplish JWC’s level of ambition for the FIKSO project. Deliverables, within the context of this document, are categorized as follows:

1. **Integrated Delivery Management Interface (IDMI).**
	1. IDMI describes the framework and necessary interface(s) through which the Company providing the workforce / capability (“Provider”) is enabled to deliver supporting products in a timely manner and to a standard suited to seamless integration with the work of the JWC. The IDMI function will serve as the platform for the delivery of products, capability and best practices to JWC.
	2. The Provider will assign an appropriate management and reach back structure in order to connect with JWC and deliver the IDMI function. The IDMI function will include the quality assurance measures required to produce and deliver contracted deliverables at acceptable standards. In order for the provider to be agile and responsive to emerging requirements for the development of deliverables, the Provider’s solution for providing IDMI shall ensure continuous awareness of JWC’s business domain. This domain awareness will enable the Provider to be rapidly oriented to new requirements for deliverables, thereby shortening timescales between initial tasking and delivery.
	3. The IDMI function will interface on a regular basis with the COTR or his delegated project manager for a scenario / exercise specific project for overall contract performance/schedule and contract reporting. The IDMI function shall be conducted at JWC.
	4. Success in delivery of the IDMI function will necessitate an effective and efficient interface and rely on multiple quality factors including, but not limited to, the following:
		1. Provider and COTR(s) or his delegated project manager for a scenario / exercise specific project are able to:
* access and interact via the IDMI management function during JWC normal working hours.
* maintain a daily common operating picture including priorities, quality, scope, progress towards completion of Deliverables, and overall schedule.
* maintain a monthly common operating picture of contract achievements, completed deliverables, and programmed deliverables in the months ahead.
	+ 1. Provider is able to provide continuous liaison / representation
			1. The provider’s representative shall have an expert knowledge of and experience within the respective subject matter area of expertise (Scenario Content Thread) and be mandated to:
	+ direct and coordinate project specific production and delivery on behalf of the provider.
	+ connect JWC PE staff with a Subject Matter Expert able to contribute ideas and insights to help in the shaping of an emergent project deliverable in no more than 10 working days, following receipt of the draft production & delivery forecast from the COTR(s) or his delegated project manager.
	+ Provide timely and temporary limited resource related replacements / surge capability in response to emerging circumstances.
		- 1. For planning purposes, the liaison function in the IDMI context will include an average of two .5 work-units[[1]](#footnote-1) per week, requiring the representative’s physical presence at JWC. Whilst not at JWC, the provider’s representative shall be able to return from his location to JWC within one workday following recall by the COTR(s) or his delegated project manager, in order to maintain a continuous capability to quickly respond to emerging, urgent requirements.
			2. The liaison function may be combined with a production and delivery role.
1. **Communication and Network.**
	1. The Provider shall ensure that contract team members working offsite are accessible to JWC via telephone and e-mail.
	2. The Provider shall be capable of participating in Client or third party hosted web conferences and of hosting such conferences. Contract team members participating in web conferences will join the conference from locations that avoid distracting noise or activity in order to ensure that business may be conducted in a professional manner.
2. **(Technical) competence in identified Scenario Content Threads (SCT).**
	1. As a NATO entity, JWC comprises military and civilian Peacetime Establishment (PE) personnel drawn from the 29 Nations of the Alliance; this PE may further be complemented by contributions from Partnership for Peace (PfP) Nations and other allies. Hence, intrinsically, JWC is a multinational/multicultural workplace in which the staff maintains very high standards of integrity, impartiality, loyalty, accountability, and professionalism. The Provider shall have a documented performance record in working successfully in multinational/ multicultural settings within NATO Training and Exercise Functional environment.
	2. The Provider shall have a demonstrated ability to deliver high quality products that can offer tangible benefits to the setting and scenario support process within JWC’s portfolio. The Provider shall have a record of evident technical competence pertinent to the SCTs identified in the following paragraphs.
	3. Deliverables in support of the development and delivery of the FIKSO setting and scenario are grouped in the following Scenario Content Threads (SCTs):
		1. SCT “Strategic Setting” includes all information and documentation on identified fictitious actors and system of actors, directly and indirectly involved in the exercise crisis and/or conflict with regards to the political, (Joint[[2]](#footnote-2)) military, socio-economic, infrastructural, information, cultural, humanitarian, legal and basic geographic / geospatial domains.
		2. SCT “Crisis / Conflict Development” includes all information and documentation describing events, circumstances and conditions leading to the exercise crisis and/or conflict.
		3. SCT “Comprehensive Operations Planning” includes all information and documentation describing / reflecting NATO's crisis response / planning activities and products on political and military-political; military-strategic and (as required) military-operational level in reaction to the exercise crisis and/or conflict.
		4. SCT “Military, Joint[[3]](#footnote-3) Intelligence” includes all information and documentation describing / reflecting NATO's intelligence activities and products on military-strategic and (as required) military-operational level in reaction to the exercise crisis and/or conflict.
		5. SCT “Military Joint[[4]](#footnote-4)Targeting” includes all information and documentation describing / reflecting NATO's targeting activities and products on military-strategic and (as required) military-operational level in reaction to the exercise crisis and/or conflict.
		6. SCT “Data, Information and Knowledge Management” includes the systematic management of the specific, project-related knowledge assets for the purpose of optimizing the collection, creation, storage, analysis, dissemination, refinement of the required knowledge. It consists of initiatives, processes, strategies and systems sustaining and enhancing the achievement of related requirements.
3. **Setting and scenario related products and consultation**
	1. “Products” in the context of this contract include physically tangible objects such as documents, briefings / presentations, databases, maps etc. In general, they have to be complete, stand-alone, and provide the required depth and scope of information in accordance with the direction and guidance of the project manager / Chief Scenario.
	2. “Consultation” is defined as the provision of advice and assistance to JWC (ODE), OSE and OCE staff as well as respective training audience on the respective subject-matter-area of expertise / SCT. In order to maintain project-wide cohesion and continuity of messaging, the information flow within the consultation portfolio is coordinated by the project manager – Chief Scenario in close coordination with the providers’ on-site liaison presence.
	3. Products are due as per the project-specific delivery forecast for each product/set of products, unless the COTR or his delegated project manager for a scenario / exercise specific project specifies otherwise. The provider shall provide deliverables on the date due as an electronic file and hard copy draft that will be finalized after client review.
	4. The COTR or his delegated project manager for a scenario / exercise specific project may specify alternative formats or copies (eg. as required through the application of SCT-specific functional area services) in addition to the NATO-accredited, standard Microsoft Office 2010 product suite.
	5. The delivery of products includes the timely submission of at least one draft, which JWC will review, accept, or comment on within 10 working days. Following JWC review and comment on the product, the provider shall incorporate JWC input and submit change pages into the final electronic product within 7 working days from the receipt of the comments, unless this timescale is extended by the COTR or his delegated project manager for a scenario / exercise specific project (such as in cases where further consultation is in the HQ’s best interest). Due to the complexity of some of the products, a graduated delivery in identified packages might be agreed between the COTR or his delegated project manager and the provider.
	6. The Provider shall analyze and identify issues, and formulate and provide courses of action for issue resolution. In performing this contract, the Provider will be required to deliver products into JWC’s matrix management structure; although the COTR as Branch Head Scenario is part of the vertical matrix line, the Provider will primarily be developing and delivering products in support of scenario / exercise specific programs and projects, represented by the delegated project manager.
	7. The Provider shall be responsive to evolving requirements that may necessitate adjusting the quality control measures. The Contracting Officer’s Technical Representative (COTR) and Contracting Officer shall address these changes in a formal review and reach agreement at intervals of not more than six months. All agreed changes will be incorporated by formal contract modification.
	8. SDSC contract products shall contribute in part, not fully, to JWC programs. In addition to the contributions made by the SDSC provider and NATO staff, JWC reserves the right to obtain contractual support from sources other than SDSC where to do so is in the best interests of the Alliance. If required and deemed appropriate to provide a satisfactory deliverable, the Provider may be required to collaborate with other providers.
	9. The following list provides an overview of anticipated key products that may be ordered within the portfolio of SDSC:
		1. SCT “Strategic Setting”
			* setting-specific world-fact-book containing corresponding information on all exercise-relevant, fictitious actors and systems of actors, based on an enhanced CIA-world-fact-book-model.
			* narrative summary of the (geo-) strategic environment, including a description of the roots for the exercise crisis and/or conflict (Geostrategic situation ISO EXSPEC).
			* basic geographic description of the exercise crisis / conflict area.
		2. SCT “Crisis / Conflict Scenario”
			* TOPFAS / JEMM-based database of fictitious historical data (events, incidents, documentation, etc.) creating the circumstances and conditions leading to the exercise crisis and/or conflict.
			* Crisis Response Information Package (CRIP)
			* Crisis Situation(al) Updates (CSU)
		3. SCT “Comprehensive Operational Planning”
			* Planning related military-politic documentation at NAC / MC level as identified by the current ACO Comprehensive Operations Planning Directive, including supporting correspondence
			* Planning related military-strategic documentation at SHAPE level as identified by the current ACO Comprehensive Operations Planning Directive, including supporting correspondence
			* Plans, Orders, Taskers and (limited) analysis emanating from the military-political and military-strategic level
			* Basic force pools and input to fictitious force generation
		4. SCT “Military, Joint[[5]](#footnote-5) Intelligence”
			* Potential Crisis Warning Indicators (Indicators & Warnings, according with NATO Intel Warning System)
			* Intel Functional Service Database (Intel FS DB)
			* Daily Intelligence Update (DIU)
			* Intelligence Summary (INTSUM), Intelligence Report (INTREP) Supplementary Intelligence Report (SUPINTREP)
			* Threat Assessment(s) (TA)
			* INTEL Request for Information (RFI RED)
			* JISR / IMINT and BDA Reports
		5. SCT “Military Joint[[6]](#footnote-6) Targeting”
			* Joint Targeting System (JTS) exercise Database (DB)
			* iGeoSIT Military Objects Layer
			* Intel FS Battlespace Object (BSO) Import File
			* JTLS Target and DPI Import File
			* Basic Target Graphics (BTG)
			* Intermediate and Advanced-level Target Folders
			* Targeting Intelligence Reports
			* Targeting Requests for Information (Blue and Red RFIs)
			* Targeting-related Strategic Documentation, including SACEUR Targeting Directive and NAC Target Set Approval
			* BDA Reports
			* associated Imagery Products
			* SACEUR Target Clearance Board Presentations.
		6. SCT “Data, Information and Knowledge Management”
			* Management and Control of information flow in direct support of the Project Manager / Chief Scenario and in close coordination with identified FAS-managers.
			* Scenario Web-page /-site design, management and maintenance.
			* Scenario RFI-Function.
			* Scenario archiving and change tracking and recording.
4. **Functional presence.**

During specified stages and phases of the exercise process, JWC supports its execution by providing scenario and subject-matter-expert (SME) related advice to the relevant target audiences and by augmenting (e.g.) EXCON manning within respective functional areas / SME. In order to enable an immediate, competent and focused response capability to related, short-notice requirements, the Provider will be required to provide an on-site, functional presence of SCT-specific SMEs / representatives as specified in the Delivery & Production Forecast (Annex B).

1. **NATO Security Certification**

Generally, most elements of JWC’s settings, scenarios and exercises as such, including the related products are classified as NATO UNCLASSIFIED, whereas selected elements and the respective products may be classified up to NATO SECRET. In addition, the majority of work at NATO / military installations requires access to NATO Class II security areas as well as to classified CIS systems and hardware. In order to enable providers to operate within and successfully integrate into this working environment, the respective provider’s staff and representatives are required to be formally cleared up to (and including) NATO SECRET.

1. **Ordering, Tasking and Production**
	1. JWC Scenario Branch’s overarching agenda is primarily driven by a multi-year projected program of work, reflecting parameters and direction from various sources, such as ACT’s scenario development plan, SAGE, MTEP as well as the ensuing exercise-specific project plans. Thus, while most aspects of the annual program may be forecasted with a good degree of certainty, some parts of a program will naturally evolve in increments as previously unknown factors materialize. This aspect of change is an enduring characteristic of JWC’s operating environment which must be accounted for in the design and operation of the SDSC Contract for any project within the overall program. Deliverables will therefore fall into two groups as follows:
		1. Forecasted Deliverables.
			1. Deliverables that address requirements known to JWC are referred to as “Forecasted Deliverables” and – as applicable – summarized in a project-specific delivery forecast, which covers single or sets of multiple deliverables.
			2. The delivery forecast for the development and delivery of the FIKSO setting and scenario project is given at Annex B. It reflects JWC’s current appreciation of the project plan between Q-3-2018 and the completion of Phase IV of Exercise TRIDENT JUPITER 20 in Q-2-2021 and aims at portraying the full spectrum of required deliverables for the FIKSO setting and scenario project.
			3. In order to enable providers to react quickly to any change, especially in the mid- and long-term planning, the delivery forecast will be reviewed and updated monthly, in synchronization with JWCs program management battle rhythm.
		2. On-call Deliverables.

Additional deliverables that address emergent requirements, which could not or only insufficiently be predicted in the initial delivery forecast are referred to as “On-call Deliverables.” They include as well the editing of products that have already been delivered and approved, necessitated by unforeseen changes in project parameters. Surge tasks, by their very nature, will be in response to unforeseen circumstances. The surge capability requirement is included in order for JWC to have a contract vehicle in place should emerging circumstances require a temporary increase in Provider’s support.

* 1. The Provider shall provide a SCT-specific Basis of Estimate (BOE) to JWC for each deliverable, or set of deliverables, ordered in the delivery forecast. The purpose of the BOE, which shall accompany each Price Proposal, is to help manage risk by ensuring a common understanding. The BOE presents an opportunity, at the Price Proposal stage, for the Provider to demonstrate, by showing resourcing assumptions, a clear understanding of what constitutes a realistic approach to the tasks inherent in developing and delivering the required product(s) within a SCT-portfolio. As a minimum, the BOE shall include the following:
		1. Provider certification of compliance with each of the applicable and appropriate Quality Control and Qualification Criteria listed in Annex A of this SOW.
		2. A business plan, containing
			1. a description / lay-out of the provider’s internal work-structure(s) and main processes and procedures applied to provide forecasted and on-call deliverables;
			2. a plan / schedule for the production, staffing and (final) delivery of deliverables based on milestones provided by JWC’s Production & Delivery Forecast
			3. An estimate of required work-units[[7]](#footnote-7) per SCT to provide the deliverables.
			4. An identification of relevant cost drivers not explicitly mentioned in this SOW

**Statement of Work - Annex A**

Provider Technical Compliance ASSESSMENT

1. This Annex provides guidance on benchmark standards expected of the Provider in the development and delivery of products for JWC within each SCT. The guidance given below, to be read in the context of both technical compliance assessment and quality control project management measures, is intended to help ensure a common understanding of nature of the work to be carried out in developing and delivering products, and to contribute to meeting the quality assurance expectations of JWC.
2. This Guidance will be employed by JWC as a reference and compliance tool in assessing the validity of the Provider’s Basis of Estimate (BOE). A BOE will be a contract prerequisite to accompany the price proposal for contract award consideration and subsequently for price proposals for ordered products.
3. During the anticipated life of the Contract, new requirements may warrant development of further quality control measures to enable the fulfilment of deliverables. In such cases, the new measure(s) shall be developed and agreed by the Provider, the COTR, and the Contracts Officer and incorporated by formal contract modification.
4. For compliance with any given criteria, the Provider shall document the successful compliance in a narrative format and/or by providing respective formal certification/documentation attesting compliance as described. Documentation / attestation applicable to more than a single criterion may be combined.
5. The assessment of bids with regards to overall technical compliance with the stated qualification criteria as well as the assessment of the weighted criteria is a COTR’s responsibility. The COTR’s technical assessment board consists of:
	* Branch Chief Scenario Branch (Chair),
	* Chief Scenario for the FIKSO setting and scenario project,
	* SCT-specific, JWC subject matter experts (staff officer level),

(including) at least one person using English as a primary language.

1. In order to increase the resolution of the analysis of providers’ bids during the contract award process, JWC has established two sets of (technical) Evaluation / Qualification criteria, which will also be applied within the wider quality control context:
	* Baseline Qualification Criteria.

The Provider candidate needs to demonstrate the capability to comply with the criterion’s requirement in order to qualify for further contract award consideration.

* + Weighted Qualification Criteria.

The evidence presented by the Provider candidate will be evaluated against a criterion specific set of performance levels and a commensurate score will be assigned for the Provider candidate. Provider candidates will have to score above “0” in order to qualify for further contract award consideration.

Scores across all weighted criteria will be added and provide the overall Technical Compliance Score. Provider candidates must score at least 50% of the maximum achievable overall Technical Compliance score in order to qualify for further contract award consideration.

Appendix 1 to this Annex provides a tabloid overview of the applicable Quality Control and Evaluation Criteria, the respective ways of documentation / attestation as well as the scoring levels.

1. Equivalent to a man-day [↑](#footnote-ref-1)
2. Referring to the combination of the air, cyber, land, maritime, space domains [↑](#footnote-ref-2)
3. See footnote 2 [↑](#footnote-ref-3)
4. See footnote 2 [↑](#footnote-ref-4)
5. See footnote 1 [↑](#footnote-ref-5)
6. See footnote 1 [↑](#footnote-ref-6)
7. Equivalent to a man-day [↑](#footnote-ref-7)