



JOINT WARFARE CENTRE

Postbox 8080
N-4068 Stavanger, Norway

Visiting address: Eikesetveien 29.



BUDFIN

Purchasing & Contracting Section
Postbox 8080
4068 STAVANGER

Tel: +47 52 87 92 90 Chief P&C

Tel: +47 52 87 92 96 Buyer

Date: 02 - NOV – 2020
update to original IFIB dated 24-SEP-2020

POC: Torgeir Strand
Email: torgeir.strand@jwc.nato.int

SUBJECT: IFIB-ACT-JWC-20-70 INVITATION FOR INTERNATIONAL BIDDING (IFIB) FOR THE Onsite Engineering Support for NEC CCIS upgrade – Magnum @ NEC CCIS SSC, LOCATED IN KOLSAAS, NORWAY

REFERENCE: Bi-SC Directive 60-70 dated 30 June 2015.

Dear Madam or Sir

Your Company is hereby invited to participate in the Invitation For International Bidding for the **Onsite Engineering Support for NEC CCIS upgrade – Magnum @ NEC CCIS System Support Centre (SSC) Kolsaas, Norway**

Partial bidding is NOT authorized.

The Bid Closing date for this IFIB shall be on, **Monday 30 November 2020, at 13:00 hrs.** (Central European Time). In accordance with the Bi-SC Procurement Directive at reference, the bid opening is not public. The following documents are integral part of the present IFIB:

- a. **Acknowledgement of Receipt** (which is enclosed hereto);
- b. **The Invitation for Bid IFIB-ACT-JWC-20-70**, containing:
 - Part I. Bidding Instructions
 - Part II. General Terms & Conditions
 - Part III. Special Provisions, Technical Specifications and Statement of Work (SOW)

All will be posted on the JWC Internet Website at the following link:
<http://www.jwc.nato.int/index.php/organization/contracting> : Procurements

Your attention is drawn to Part I, Bidding Instructions, which specifies the procedures to be followed when submitting your bid.

You are requested to complete and return the attached ACKNOWLEDGEMENT OF RECEIPT.

Sincerely,

(Original signed)

Mr. Kjetil Sand
BUDFIN, Chief P & C

Acknowledgement of Receipt

JOINT WARFARE CENTRE
(JWC)
PO Box 8080
4068 STAVANGER
NORWAY

EMAIL TO: pcs@jwc.nato.int and torgeir.strand@jwc.nato.int

Attention: IFIB-ACT-JWC-20-70

Subject: Acknowledgement of Receipt of Request for Proposal

We hereby advise that we have received Invitation for Bid **IFIB-ACT-JWC-20-70**
on, together with all enclosures listed in the cover letter.

CHECK ONE

- { } As of this date and without commitment on our part, **we do intend** to submit a bid.
- { } **We do not** intend to submit a bid.

NOTE: Only bidders indicating their intention to participate in the bidding will continue to receive all further correspondence related to this IFIB. Unless specified differently, it will be e-mailed to the mentioned address.

Signature:

Printed Name:

Title:

Company:

Address:

.....

Email Address:

Point of Contact:.....



JOINT WARFARE CENTRE



Postbox 8080
N-4068 Stavanger, Norway
Telephone
Direct dial: 52879296 /9290

Visiting address: Gamle Eikesetvei 29, N-4068 Stavanger, Norway

On site Engineering Support for NEC CCIS upgrade – Magnum

PART I

BIDDING INSTRUCTIONS – 20201102 updated

IFIB-ACT-JWC-20-70

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- PART I Annex A-1 Compliance Statement IFIB-ACT-JWC-20-70
- PART I Annex A-2 Certificate of Legal Name of Bidder IFIB-ACT-JWC-20-70
- PART I Annex A-3 Certificate of Independent Determination IFIB-ACT-JWC-20-70
- PART I Annex A-4 Certificate of Bid Validity IFIB-ACT-JWC-20-70
- PART I Annex A-5 Certificate of Exclusion of Taxes and Charges IFIB-ACT-JWC-20-70
- PART I Annex A-6 Certificate of Authorization to Perform IFIB-ACT-JWC-20-70
- PART I Annex A-7 Past Performance IFIB-ACT-JWC-20-70
- PART I Annex B Bid Form IFIB-ACT-JWC-20-70 20201102 updated
- PART I Annex C - Application Resume - IFIB-ACT-JWC-20-70 20201102 updated

1. PURPOSE

The purpose of this Invitation for International Bidding (IFIB) process is to award a Contract for Companies to provide commercial personnel services as specified in the Statement of Work (SOW).

These services will be performed on an “as ordered” basis. This IFIB includes an estimate of JWC’s requirements during the contract period. However, bidders must understand that total work days awarded will depend on actual requirements, as well as existing budgetary limitations.

The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the administrative requirements of this IFIB ACT-JWC-20-70.

2. BACKGROUND

JWC is seeking on-site engineering support for further develop an enterprise type JavaScript application, complementing the existing NEC CCIS client/server solution. This web client is based on the ExtJS javascript framework. The intention is that this web client will replace the existing desktop client, written in Java. This legacy Java client is forms-based, and the user interface is specified using SANTOS, an in-house (4G) tool. As part of this task, SANTOS shall be updated to create content for the web client.

This bid calls for development resources and support in several different areas. It is therefore required that the bidder company can provide several candidates to meet all these requirements.

3. DEFINITIONS AND ABBREVIATIONS

- a. "Bidder" means to the bidding entity that has submitted a bid in response to this IFIB.
- 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 Representative" or "COR" means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
- d. "Days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.
- e. "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.
- f. "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.
- g. "North Atlantic Treaty Organisation" is hereafter referred to as "NATO".
- h. "Supplier/Company" means a party that supplies goods or services.
- i. "Travel on International Duty" or "TDY" means travels in connection with the performance of work duly authorised by the COR.

4. USEFUL WEB SITES

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

NATO ; www.nato.int

JWC; www.jwc.nato.int

Norwegian Tax Authorities; www.skatteetaten.no

Norwegian Work and Welfare Authorities; www.nav.no/page?id=805312736

5. CLASSIFICATION

This IFIB 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 be required to obtain, before contract start date, a NATO SECRET security clearance or equivalent national level.

6. PARTIAL BIDDING

Partial bidding is NOT AUTHORIZED.

7. AMENDMENTS OR CANCELLATION OF THE IFIB

JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the IFB prior to the date set for the bid closing. JWC reserves the right to cancel this IFB, 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 IFB is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders.

8. COMPLIANCE

Bidder's proposal must be based on a full compliance with the terms, conditions, and requirements of the IFB 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 IFB 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.

9. CURRENCY

The bid is to be quoted in NOK. Bidders are also advised that all invoices and payments will be made NOK. Bank charges related to payments outside Norway will be charged to the supplier.

10. CONTENTS OF PROPOSAL

The bid will consist of **three (3) separate sealed bid packages**:

- 1) The Administrative Documentation - one (1) original
- 2) The Technical Proposal - one (1) original
- 3) The Price Proposal - one (1) original

In addition as a COVID-19 mitigation measure, to allow for a distributed contract award committee (CAC), the proposal shall also consist of electronic copies (Administrative and Technical only – not Price) in addition to the sealed bids hard copies:

- 1) E-mailed as one single PDF file version for the Administrative Documentation.
- 2) E-mailed as one single PDF file version for the Technical proposal.

Both the administrative, technical and price proposal are required no later than **30 November 2020, 13.00 local time**, Stavanger, Norway.

a) **ENVELOPE 1 – Administrative Documentation:** Each prospective bidder shall include the following certifications, completed, signed and dated (wherever applicable) by the bidder with the minimum the following information:

- a. 1 Table of Contents Proposal Checklist (Annex A-0)
- a. 2 The Compliance Statement (Annex A-1)
- a. 3 The Certificate of Legal Name of Bidder (Annex A-2)
- a. 4 The Certificate of Independent Determination (Annex A-3)
- a. 5 The Certificate of Bid Validity (Annex A-4)
- a. 6 The Certificate of Exclusion of Taxes and Charges (Annex A-5)
- a. 7 The Certificate of Authorization to Perform (Annex A-6)

b) **ENVELOPE 2 - Technical Proposal:**

- b. 1 Past Performance (Annex A-7)
- b. 2 Completed Application Resume (Annex C) of proposed personnel to work under this contract.
- b. 3 Financial statements or other relevant financial documentation and certificates for technical, and/or service quality programs. (E.g. ISO)

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

c) **ENVELOPE 3 - Price Proposal:** The Price Proposal shall be made in accordance with the attached Bid Form (see Part 1, Annex B). The basic presentation and numbering system must not change. The Bid Form (Annex B) must be dated and signed by Bidder's authorized personnel.

11. BID SUBMISSION

11.1 Language

Bids shall be submitted in the English language.

11.2 Bid Mailing

a. Each bid will be placed in a package, which will be sealed and marked “**Sealed Bid to IFIB-ACT-JWC-20-70**”. The Administrative-, the Technical and the Price - Proposal must be enclosed in **three (3) separate envelopes**. The package containing the entire sealed bid will be placed in another envelope, also prominently marked with the IFB reference (IFIB- ACT-JWC-20-70) and addressed to:

“Sealed Bid to IFIB-ACT-JWC-20-70”

Mailing address:

**Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
Post Box 8080
N-4068 Stavanger, Norway**

Visiting / courier address:

**Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
Eikesetveien 29
N-4032 Stavanger, Norway
Tel: +47 52879296 /9290 /9284 /9294**

b. Bids hand-carried to JWC, delivered by commercial courier, or parcel Delivery Companies are to be handed over to a representative of the Purchasing & Contracting Branch. The Branch is typically open Monday through Friday between 08:00 to 15:30 hrs, please call the office and arrange a time & date to meet at the front gate +47-52879296 /9290 /9284 /9294. Receipt of the bid (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.

11.3 E-mail to torgeir.strand@jwc.nato.int

- 1) The Administrative documentation (one PDF)
- 2) The Technical proposal (one PDF)

12. LATE BIDS

The bidder must make every effort to ensure that the bid reaches JWC before or on the exact date and time set for the bid closing. Bids received after the established closing date/time will be considered late. Late bids shall be considered only 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 bid was sent (Registered Mail or by Certified Mail) through commercial channels at least ten (10) 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 bids cannot be considered for award. These bids will be treated as non-responsive and will be returned unopened to the bidder, at his expense.

13. BID WITHDRAWAL

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

14. BID CLOSING DATE

Bids must be received at JWC **no later than 13:00 hours (local time) 30-November-2020**. At that time and date, bidding will be closed.

15. BID VALIDITY

Bids submitted shall remain valid until 31 January 2021. 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 bid.

16. DURATION OF THE CONTRACT

The contract awarded through this IFIB will be effective from the day of the last signature by the Contracting Parties and it will be in force until estimated timeframe as stated on Statement of Work with up to **five (5) extension-options (Jan 2022 - May 2026)**. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 (sixty) days before the contract expiration date.

17. BID EVALUATION

17.1 Responsibility

The evaluation of Bids 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 bid package.

17.2 Price Comparison

For the purpose of price comparison, all quoted prices will be converted into NOK on the basis of the average official commercial buying and selling exchange rates from the Norwegian National Bank at close of business of the last working day preceding the bid closing date.

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 bids shall be based on the "three envelope" process as follows:

Verification and assessment of compliance with all administrative bidding

instructions

Thorough evaluation of the received bids (technical & management data) to ensure ability to perform (i.e., overall competency), as well as compliance with JWC clauses (General Provisions, Special Provisions & Statements of Work).

Price proposals of technically compliant bidders, as contained in a separate envelop and conforming to JWC Bid Form Annex B, shall then be reviewed to determine the lowest priced technically compliant bid.

Price proposal of technically non-compliant bidders will be returned unopened.

An award recommendation will be offered to the designated CAC; this committee will then select the winner, based on lowest price technically compliant.

17.4 Clarification of Proposals and Discussions

During the bid evaluation process, JWC reserves the right to discuss any bid 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 bid (technical, financial, etc.) shall be permitted.

18. COMMUNICATIONS AND CONTACTS FOR CLARIFICATION

18.1 Communications in General

Any communications related to this IFIB, between a prospective bidder and JWC shall only be through JWC Contracting Officer and/or JWC Contracting Specialist; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this IFIB. There shall be no contact with regards to this IFIB with other JWC or NEC CCIS SSC 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 IFIB, 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 IFIB that will be posted on the JWC Contracting website. 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

Mr. Torgeir STRAND, Buyer & Contracting Specialist
Tel: +47 52 87 92 96
E-mail address: torgeir.strand@jwc.nato.int

All correspondence is to be forwarded to contract admin/Buyer torgeir.strand@jwc.nato.int
and group e-mail box: pcs@jwc.nato.int

Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
ATTN: Kjetil Sand/Torgeir Strand
P.O. Box 8080
Gamle Eikesetveien 29
N-4068 Stavanger
Norway

PART I BIDDING INSTRUCTIONS, ANNEX A - 0

A-0 PROPOSAL CHECKLIST

Table of Contents

ADMINISTRATIVE

- The Compliance Statement (Annex A-1)
- The Certificate of Legal Name of Bidder (Annex A-2)
- The Certificate of Independent Determination (Annex A-3)
- The Certificate of Bid Validity (Annex A-4)
- The Certificate of Exclusion of Taxes and Charges (Annex A-5)
- The Certificate of Authorization to Perform (Annex A-6)

TECHNICAL

- Technical proposal, including:
 - Past Performance (Annex A-7)
 - Completed Application Resume (Annex C)
 - Financial statements or other relevant financial documentation and certificates for technical, and/or service quality programs. (E.g. ISO)

PRICE

- Bid Form (Annex B).

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

2. Each person signing this Bid shall also certify that he is the person in the Bidder's organization responsible within that organization for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - a. 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 2020**.

.....
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 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, labor 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.

Have adequate financial resources to perform the contract, or the ability to obtain them.

.....
Date

.....
Signature of Authorized Representative

.....
Title

.....
Company

PART I BIDDING INSTRUCTIONS, ANNEX A-7

A-7 PAST PERFORMANCE

On site Engineering Support completed within the last 5 years or ongoing.

The following Companies/Agencies can be contacted for references with regards to mentioned contracts;

Type of Contract	Name of Company/ Agency	Period of Performance	Contact	E-mail address	Phone	Did contract involve placement of personnel in Norway yes/no

Date: _____

Signature: _____

Name & Title: _____

Company: _____

Bid Reference: IFIB-ACT-JWC-20-70

PART I ANNEX B - BID FORM 20201102 updated

Rates quoted must be fully "loaded" [G&A, O/H etc.] for work performed at Kolsaas. Travel on duty, if any, will be executed and compensated (per diem etc.) separately.

1. Base year (June 2021 to 31 December 2021)

Item	Description	Currency	Hourly Rate
1	Hourly rate (Based on estimated quantity in Statement of Work)	NOK	

2. 1st Option (1 January 2022 to 31 December 2022)

Item	Description	Currency	Hourly Rate
1	Hourly rate (Based on estimated quantity in Statement of Work)	NOK	

3. 2nd Option (1 January 2023 to 31 December 2023)

Item	Description	Currency	Hourly Rate
1	Hourly rate (Based on estimated quantity in Statement of Work)	NOK	

4. 3rd Option (1 January 2024 to 31 December 2024)

Item	Description	Currency	Hourly Rate
1	Hourly rate (Based on estimated quantity in Statement of Work)	NOK	

5. 4th Option (1 January 2025 to 31 December 2025)

Item	Description	Currency	Hourly Rate
1	Hourly rate (Based on estimated quantity in Statement of Work)	NOK	

6. 5th Option (1 January 2026 to 30 May 2026)

Item	Description	Currency	Hourly Rate
1	Hourly rate (Based on estimated quantity in Statement of Work)	NOK	

Bidder Comments:

PLEASE NOTE: Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 (sixty) days before the contract expiration date

The prices are firm and fixed for the Contract.

Date: _____ Signature: _____

Name & Title: _____ Company: _____

Bid Reference: IFIB-ACT-JWC-20-70

PART I - ANNEX C

APPLICATION RESUME 20201102 updated

Resume formats (see below form). Minimum 4 resumes within the 3 different categories.

1. Reference PART III Section B - SOW to IFIB-ACT-JWC-20-70		
2.a. Surname:	2.b. First name(s):	2.c. Maiden name (if applicable):
3.a. Citizenship at birth	3.b. Citizenship now (if different from 3.a., explain).	3.c. Date of birth

4. Secondary, Higher Secondary Education, and Vocational Training.			
Name, Place and Country	Years and Months of attendance		Qualifications obtained (e.g. certificate(s), diploma(s)) indicating main subjects
	From	To	

5. Further Education (University Level or Equivalent).			
Name, Place and Country	Years and Months of attendance		Qualifications obtained (e.g. certificate(s), diploma(s)) indicating main subjects
	From	To	

6. List, and attach if relevant, any significant publications you have written:

7. Languages: describe proficiency in English below, by ticking the appropriate box.									
Language	Speaking			Reading			Writing		
	Very Good	Good	Fair	Very Good	Good	Fair	Very Good	Good	Fair
English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Indicate your computer skills.		
Word Processing knowledge/experience		
Spreadsheet knowledge/experience		
Presentation creation knowledge/experience		
Do you have any further service commitments?	<input type="checkbox"/> No	<input type="checkbox"/> Yes, please give details

10. EMPLOYMENT RECORD

Starting with your present post, list in reverse order, details of present/previous employment. Use a separate block for each post. Include also service in the armed forces.

A) CURRENT EMPLOYMENT

Dates of employment:

Name and address of employer:

Type of business:

Title of your position:

Summary of your work:

B) PREVIOUS EMPLOYMENT

Dates of employment:

Name and address of employer:

Type of business:

Title of your position:

Summary of your work:

C) PREVIOUS EMPLOYMENT

Dates of employment:

Name and address of employer:

Type of business:

Title of your position:

Summary of your work:

D) PREVIOUS EMPLOYMENT

Dates of employment:

Name and address of employer:

Type of business:

Title of your position:

Summary of your work:

11. Please confirm you are willing to accept a post requiring travel? Yes No

12. Are you in possession of a valid NATO SECRET Security Clearance or national security clearance from a NATO nation on NATO SECRET or equivalent level? Yes No

(Signature)

(Date)

NOTE – PLEASE SUBMIT THE BELOW INFORMATION ON THE POSITION IN WHICH THE CANDIDATE IS BEING EVALUTATED FOR

On Site Engineering Support for NEC CCIS upgrade - Magnum

Qualification tables

General guidelines for filling in the qualification tables below:

- The **Qualification** column describes the type of experience we are looking for, sometimes also including the minimum number of years of experience we require.
- The **Type of qualification** column indicates whether this is a Required qualification or a Desirable one. A candidate must fulfil all Required qualifications to be compliant.
- In the **Years' experience** column, the Bidder shall fill in the number of years of experience the candidate has with the qualification in question. If the qualification does not specify the number of years Required, then this column will contain N/A (for not applicable).
- In the **Detailed description** column, the Bidder shall fill in more details on how the person fulfils the qualification, for instance by referring to specific areas of the Resume submitted for this person.
- The **Fail/Pass** column is for internal use for the Contract Awarding Committee (CAC) during evaluation.
- All empty cells in the **Years' experience** and **Detailed description** columns in all tables shall be filled in by the Bidder. If there are cells where the Bidder has no information to add, then fill in No, None, N/A or similar, to indicate this fact.
- All references to years of experience in the **Qualification** column are minimum requirements. If it states 4 years, it means that a candidate with 3 years of experience will be non-compliant, while a candidate with 4 years or more will be compliant.
- If you need more space to describe qualifications, feel free to add extra pages clearly indicating what area you are referring to.

Full-stack programming

We are looking for one full-stack programmer. Consequently, we need one Resume for this person, in addition to the table below.

Qualification	Type of qualification	Years' experience	Detailed description	Fail/Pass
Worked as a software developer. 5 years.	Required.			
Experience with full-stack web development. 5 years.	Required.			
Experience with Java EE 7, Java EE 8 or Jakarta EE application development. 2 years.	Required.			
Experience with HTML, JavaScript, CSS/SASS. 2 years.	Required.			

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Experience with GIS applications. 2 years.	Required.			
English proficiency level (speak, read, write): Very good.	Required.	N/A.		
Experience with web application testing (unit tests, integration tests, system tests, automated tests).	Desirable.	N/A.		
Experience in design of web user interface.	Desirable.	N/A.		
Experience with the Sencha ExtJS framework.	Desirable.	N/A.		
Experience with the LuciadRIA framework.	Desirable.	N/A.		
Experience with working in a multi-national team.	Desirable.	N/A.		
Experience with air command and control systems.	Desirable.	N/A.		
Experience with NEC CCIS.	Desirable.	N/A.		

UX experts

We are looking for two UX experts. Consequently, we need one Resume for each of these two persons, and one table below for each of these two persons.

Qualification	Type of qualification	Years' experience	Detailed description	Fail/Pass
Worked as a UX expert. 1 year.	Required.			
Experience with creating design systems for enterprise data-intensive web applications. 1 year.	Required.			
Experience with creating designs that make use of and adjust Sencha ExtJS components. 1 year.	Required.			
Planned and executed usability testing. 1 year.	Required.			
Planned and executed interviews for collecting requirements. 1 year.	Required.			
Experience with modernizing enterprise desktop applications to web applications. 1 year.	Required.			
Experience with the Figma design tool. 1 year.	Required.			
Experience with air command and control systems. 1 year.	Required.			

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English proficiency level (speak, read, write): Very good.	Required.	N/A.		
Experience with GIS features and functionality.	Desirable.	N/A.		
Experience with working in a multi-national team.	Desirable.	N/A.		
Experience with NEC CCIS.	Desirable.	N/A.		

System administration

We are looking for one system administrator. Consequently, we need one Resume for this person, in addition to the table below.

Qualification	Type of qualification	Years' experience	Detailed description	Fail/Pass
Worked as a system administrator. 10 years.	Required.			
Experience with server virtualization. 3 years.	Required.			
Experience with desktop virtualization. 3 years.	Required.			
Experience managing backups with Veeam. 1 year.	Required.			
Experience with Windows Server deployment, configuration and management. 5 years.	Required.			
Experience with Windows Client deployment, configuration and management. 3 years.	Required.			
Experience with maintaining documentation. 5 years.	Required.			
Experience with Microsoft Active Directory administration. 3 years.	Required.			

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Experience with Group Policy development and deployment. 3 years.	Required.			
English proficiency level (speak, read, write): Very good.	Required.	N/A.		
Maintained Linux-based platform.	Desirable.	N/A.		
Experience in applying security standards to networked environments	Desirable.	N/A.		
Experience with LAN and WAN networking.	Desirable.	N/A.		
Experience with hardware maintenance and support.	Desirable.	N/A.		
Experience with Windows Service Update Services (WSUS).	Desirable.	N/A.		
Experience with software release management.	Desirable.	N/A.		
Experience with scripting languages (Powershell, CMD, Bash).	Desirable.	N/A.		
Experience in maintaining architecture diagrams (physical and logical).	Desirable.	N/A.		
Experience with implementing firewall policies on networking equipment.	Desirable.	N/A.		

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Network design experience.	Desirable.	N/A.		
Experience with Cisco smart license management through a local license server.	Desirable.	N/A.		
Experience in creating a generic configuration for access and core switches, routers, and/or firewalls.	Desirable.	N/A.		
Experience in creating a firewall design.	Desirable.	N/A.		
Experience in creating an IP plan.	Desirable.	N/A.		
Experience in creating access lists.	Desirable.	N/A.		
Experience in hardening a network environment based on security standards.	Desirable.	N/A.		
Experience with Cisco IOS security features.	Desirable.	N/A.		
Experience with configuring and maintaining a VLAN.	Desirable.	N/A.		
Experience with networking failover and redundancy.	Desirable.	N/A.		
Experience with configuring and maintaining VPN/tunnelling.	Desirable.	N/A.		
Experience with dynamic routing protocols.	Desirable.	N/A.		

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Experience with configuring a wireless network.	Desirable.	N/A.		
Experience with working in a multi-national team.	Desirable.	N/A.		
Experience with air command and control systems.	Desirable.	N/A.		
Experience with NEC CCIS.	Desirable.	N/A.		



JOINT WARFARE CENTRE

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N-4068 Stavanger, Norway
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Direct dial: 52879291/9290



**ON SITE ENGINEERING SUPPORT FOR NEC CCIS UPGRADE –
MAGNUM**

PART II – GENERAL PROVISIONS

SECTION A - GENERAL TERMS AND CONDITIONS

IFIB-ACT-JWC-20-70

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1. DEFINITIONS

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

- a. "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) and has been delegated a defined legal capacity by Headquarters, Allied Commander Transformation (HQ SACT) through its terms of Reference and the Memorandum of Agreement concluded between HQ SACT and Norway (in the following referred to as "JWC MOA"). Remaining legal personality rests with HQ SACT. JWC is located at Gamle Eikesetvei 29, Stavanger, Norway.
- b. "Contracting Officer" means the person executing and managing this contract on behalf of JWC.
- c. The North Atlantic Treaty Organisation is hereafter referred to as "NATO"
- d. "Supplier/Company" means a party that supplies goods or services.
- e. The term "days" shall be interpreted as meaning calendar days.
- f. "COR/COTR" means the Contracting Officer's Representative.
- g. "Force Majeure" means an event or effect that can be neither anticipated nor controlled. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g. riots and wars).
- h. "Subcontractor" means a Third Party who has entered into an agreement with the SUPPLIER for the supply of services in connection with the Work.
- i. "Work" means all work which the SUPPLIER shall perform or cause to be performed under this Contract.

2. AUTHORIZATION TO PERFORM

The SUPPLIER warrants that it and its Sub-contractors, if any, have been duly authorized to provide the required services and to do business in Norway. That it and its Sub-contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract. That 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 that no claim of additional moneys with respect to any authorizations to perform will be made upon JWC.

3. SUPPLIER'S STATUS AND AUTHORIZATIONS

- a. The SUPPLIER's status shall be that of an independent SUPPLIER and it is expressly understood that neither the SUPPLIER (and/or its personnel) nor its Sub-contractors, if any, shall be considered in any respect as being employees, servants or agents of JWC or NATO.

- b. No NATO privileges or immunities will be granted by JWC to SUPPLIER's personnel.
- c. The SUPPLIER and/or SUPPLIER's personnel do not have NATO SOFA or Paris Protocol Status in Norway. Work permits and residency permissions must be obtained where applicable.
- d. The SUPPLIER's personnel cannot become members of NATO MWA funded activities, e.g. Jatta Community Club, Jatta International Women's Club, or the Sports Clubs.
- e. The SUPPLIER shall be responsible for the execution of all terms of the Contract. It may not delegate its rights or transfer its obligations without the prior written permission of the Contracting Officer.

4. ASSIGNMENT

This Contract is not assignable by the Company either in whole or in part unless agreed in writing by the Contracting Officer in accordance with the following reservations:

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing by the Contracting Officer.
- b. Sub-Contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
- c. The Company shall determine that any sub-Contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Company'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.
- d. The SUPPLIER shall be fully responsible for its Sub-contractors and ensure that all relevant paragraphs in this Contract are passed down to its Sub-Contractors.

5. ACCEPTANCE

- a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which JWC acknowledges that the Company has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
 - Availability at final destination of all deliverables.
 - Successful completion of acceptance testing.
 - Verification of the inventory.
 - Satisfactory completion of all training or other services, if any, required by that date.

- Agreement between the Contracting Officer and the Company on a discrepancy list (if necessary) and corresponding clearance dates.
- c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will 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.

6. SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Company 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.

7. NOTICE OF SHIPMENT

- a. At the time of delivery of any supplies to a carrier for transportation, the Company 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 Company at least one working day prior to such delivery to a carrier, the Company shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. 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 Company (if applicable).

8. SECURITY

- a. The Company shall comply with all security requirements prescribed by JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- b. The Company 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.
- c. 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.

- d. 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 Para 19 below.

9. INSPECTION

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JWC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, JWC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by JWC on the premises of the Company or sub-Contractor, the Company without additional charge shall provide all reasonable facilities and assistance to COTR in the performance of their duties. If JWC inspection or test is made at a point other than the premises of the Company or a sub-Contractor, it shall be at the expense of JWC except as otherwise provided in this Contract. In case of rejection JWC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JWC reserves the right to charge to the Company any additional cost of JWC inspection and test when supplies are not ready at the time of such inspection, when test is requested by the Company or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Company from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on JWC therefore.
- e. The inspection and test by JWC of any supplies does not relieve the Company from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

10. OWNERSHIP

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

11. WARRANTY AND GUARANTEE

- a. The Company is liable for any and all faults or defects depreciating value or affecting the usability of the delivered product and depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.
- b. The Company is obliged to, during a warranty period of minimum 12 (twelve) months from the date of delivery and acceptance, to remove or

repair physical defects in the product, no matter if the defect or fault occurs after the date of delivery and acceptance, provided that the condition, which causes the defect or fault, existed on the day of delivery and acceptance – but was not discovered and recorded in the protocol.

- (1) The warranty applies to all faults or defects as described in this paragraph, and reported by JWC in accordance as stated below, before the expiry of the warranty period.
- (2) In case the Company is unable to remove or repair faults or defects occurring within the warranty period, 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 product;
 - If the fault or defect affects the general usability of the product, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Company's expense.
- (3) JWC is obliged to notify the Company in writing, of any fault or defect no later than 7 (seven) days after JWC has identified or discovered the fault or defect.
- (4) The parties will jointly inspect the fault or defect, and their findings and conclusions are to be jointly recorded. The obligation to call for joint inspection rest with JWC. JWC will in writing give the Company 7 (seven) days prior notice of the time and place for a joint inspection, along with an outline of the fault(s) or defect(s), the impact on the usability of the product, and a deadline for repairing the fault or defect.
- (5) Repairing of the defect should be reported in a protocol.
- (6) The Company issues a guarantee on the product for a period of 24 months, from the date of delivery and acceptance, certifying that the product fulfils the agreed standards. Under the guarantee the Company is obliged to repair or put into working order any fault or defect at Company's own expense, no matter when JWC – within the period of the guarantee notifies Company of the fault or defect. All repair work will be granted the same guarantee of 24 months, from the date of delivery and acceptance of the repair work.
- (7) Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period of 12 months starting at the time the part is received back at the user's location.
- (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 clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this Contract.
- (10) The word "supplies" as used herein includes related services.
- (11) The rights and remedies of JWC provided in this clause are in addition to and do not limit any rights afforded to JWC by any other clause of the Contract.

12. EXPORT CONTROL

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

13. JWC REGULATIONS

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

14. TRAVEL

- a. 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.
- b. Since travel may be required during the period of performance, it will be up to the COR to identify requirements, as well as to obtain NATO authorized travel orders for Company's personnel in accordance with the ACT Financial Manual, Section 24 and JWC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.
- c. Once Contractor travel has been established under a Contract and the Company's personnel is tasked to travel, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d. The JWC Travel Office will set the Transport Ceiling Cost and at that time the Company may elect to book their transportation with the JWC Travel Office.
- e. 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 Company. 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 Company.
- f. Expenses for travel and per diem will be in addition to the firm-fixed-price daily rates for contracted services presented herein. The Company 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 to meet the requirement. JWC is not responsible for any costs associated with e.g. initial travel to take up duties, travels for leave or holidays, and final travel from the normal duty station to home country.
- g. Within the scope of this Contract, Company 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.

- h. 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.
- i. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
- j. 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.

15. COMPANY NOTICE REGARDING DELAY

In the event the Company 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 JWC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

16. NOTICE OF ASSISTANCE WITH RESPECT TO PATENT AND COPYRIGHT INFRINGEMENT

- a. The Company 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 Company has knowledge.
- b. In the event of any claim or suit against 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 Company shall furnish to JWC, when requested by the Contracting Officer, all evidence and information in possession of the Company pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JWC except where the Company has agreed to indemnify JWC.
- c. This clause shall be included in all sub-contracts.

17. INTELLECTUAL PROPERTY

Materials developed by the Contractor while under Contract to JWC shall become the intellectual property of JWC without prejudice to the residual rights of the Company to use the same or similar materials on future occasions in connection with work carried out for JWC.

18. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- a. JWC shall have unlimited rights in:
 - (1) All technical data and 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.

- (2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes.

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

19. SOFTWARE RELEASES AND UPDATES

- a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
- b. The Company shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to 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.

20. QUALITY ASSURANCE AND CONTROL

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 JWC has the right to audit the SUPPLIER's quality assurance system at any time during the term of the Contract.

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 JWC in a timely manner.

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:

- Summary of work completed in the reporting period, including work days used
- Current and/or anticipated problems/deficiencies, if any
- Closing date(s) for open issues, if any
- Comments/Queries

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.

JWC reserves the right to inspect any facilities required by the SUPPLIER or to fulfil the obligations of this Contract, at any time.

20.1. MONITORING AND ASSESSMENT

JWC will 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.

As a minimum, the following criteria must be met in order to fulfil the quality requirements of this Contract;

- Applicable regulations are complied with.
- No serious observations concerning the Work have been made.
- Investigations and interviews confirm that the SUPPLIER is fulfilling the Work in accordance with contractual obligations.

The SUPPLIER is obligated to assist in monitoring the Contract by providing necessary statistical materials.

20.2. QUALITY IMPROVEMENT

If the quality inspections and assessments show a need for improvement the SUPPLIER shall submit an action plan to JWC. 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 JWC.

The SUPPLIER shall keep up with developments in its professional field and, subject to the agreement of JWC, make changes to improve and develop the services provided to JWC.

20.3. HEALTH, SAFETY AND ACCIDENT PREVENTION

The SUPPLIER is obligated to ensure that personnel working inside JWC areas are working in accordance with applicable national or local laws, codes and/or regulations. 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.

21. MEETINGS

Management meetings should be held as required by any of the Parties. An agenda for Project management meetings shall be agreed minimum 1 (one) week prior to such meeting and minutes of meeting must be recorded in writing and signed by both parties. Such minutes will form an integral part of this contract.

Ad hoc meetings may be held when deemed necessary by the Parties. Unless otherwise agreed all meetings will be held in JWC's facility in Stavanger, Norway.

Each of the Parties shall bear its own cost in connection with management and/or Ad hoc meetings.

22. TERMINATION

22.1. TERMINATION FOR CONVENIENCE

JWC reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, the Company shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, the Company 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 Company can demonstrate to the satisfaction of JWC using its standard record keeping system have resulted from the termination. In the event of the failure of the Company and the Contracting Officer to agree as upon the whole amount to be paid to Company by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Company the amounts determined by the Contracting Officer. The Company shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give JWC any right to audit the Company's records. The Company shall not be paid for any work performed or costs incurred which reasonably could have been avoided. The SUPPLIER shall continue the performance of this contract to the extent not terminated under the provision of this clause.

22.2. TERMINATION FOR DEFAULT

- a. JWC may, subject to the provisions of paragraph c. below, by written notice of default to the Company, terminate the whole or any part of this Contract in any one of the following circumstances:
 - (1) If the Company fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
 - (2) If the Company fails to perform any 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 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.
- b. In the event JWC terminates this Contract in whole or in part as provided in paragraph a, of this clause, JWC may procure supplies or services similar to those so terminated and the Company shall be liable to JWC for any excess costs for such similar supplies or services. The Company shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-Contractors, the Company shall not be liable for any excess costs if the failure to perform the Contract arises

out of causes beyond the control and without the fault or negligence of the Company. If the failure to perform is caused by the default of a sub-Company, and if such default arises out of causes beyond the control of both the Company and sub-Contractor, without the fault or negligence of either of them, the Company shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Company to meet the required delivery schedule.

- d. If this Contract is partly terminated as provided in paragraph a. of this clause, JWC, in addition to any other rights provided in the clause, may require the Company to transfer the ownership and deliver to 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 Company has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Company shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Company in which JWC has an interest. Payment for completed supplies delivered to and accepted by JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JWC and for the protection and preservation of property shall be in an amount agreed upon by the Company and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Dispute". JWC may withhold in accordance with Norwegian law from amounts otherwise due the Company for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect JWC against loss.
- e. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Company was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of JWC, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Company was not in default under the provisions of this clause, and if this Contract does not contain a clause providing for termination for convenience of JWC the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes",
- f. 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.

23. CORRUPTION AND ILLICIT GRATUITIES

The SUPPLIER certifies that neither it nor its agents 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.

JWC may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by JWC, that gratuities (in the form of entertainment, gifts or others) were offered or given by the SUPPLIER to JWC personnel with respect to the award of this Contract or to the taking of any decision regarding its executions.

24. INSURANCE

The SUPPLIER is responsible for holding any required insurances under Norwegian Law at own cost.

25. INDEMNITY

The SUPPLIER shall indemnify and hold JWC, its officers, employees and agents harmless from any and all claims, liabilities, damages, losses and expenses arising from:

- a) 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 JWC and/or JWC's employees;
- b) 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;
- c) any claim by any third party that the work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party.

26. TAXES AND CUSTOMS CHARGES

Specifically, under Article 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.

27. PURCHASE ORDERS

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. Order confirmations stating the agreed price and delivery date shall be sent to JWC within 2 (two) days from the Purchase Order.

All JWC's Purchase Orders contains a eight-digit Purchase Order number and are duly signed by JWC's Contracting Officer. Purchase Orders which do not

contain a Purchase Order Number and/or the Contracting Officer's signature shall be refused by the SUPPLIER and promptly notified to JWC.

28. INVOICES & PAYMENTS

- a. In order for 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).
- b. Note; The text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.
- c. All invoices must contain:
 - (1) Name and address of the Company
 - (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
- d. Invoices are to be submitted:

by e-mail: invoice@jwc.nato.int, in pdf format, or by mail:

 - i. **Joint Warfare Centre**
 - ii. **BUDFIN, P&C Section**
 - iii. **PO Box 8080**
 - iv. **N-4068 Stavanger**
- e. Standard terms of payment are 30 days net upon completion of service and 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.
- f. Electronic Fund Transfer is the prescribed method of payment for JWC. All SUPPLIERS to JWC must complete and submit a Supplier Registration Form which can be found at www.jwc.nato.int.

29. 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 JWC. The provisions of this Paragraph shall continue in force notwithstanding the termination of this Contract regardless of the cause for termination.

30. 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 Joint Warfare Centre's Standard of Personal Conduct. These can be made available upon request.

31. CONTRACT ADMINISTRATION AND AMENDMENTS

NON SENSITIVE INFORMATION RELEASABLE TO THE PUBLIC

All notices and communications between the Supplier and JWC shall be written in English and may be personally delivered, emailed and/or faxed 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.

Any official discussion/negotiation between Supplier and JWC Representatives shall be recorded in Minutes, which shall be signed by authorised representatives of both Supplier and 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. If the content of these minutes fall within the scope of the contract or specifications, an amendment will not be initiated by JWC.

If, however, it is considered by either party that certain discussions and decisions have taken place at meetings which fall outside the scope of the contract or specifications, then this fact should be recorded at the time and document amendments will be necessary prior to any succeeding action. It is very important to note that only changes or instructions given in writing by the JWC Contracting Officer shall be considered binding. **ONLY A DULY APPOINTED JWC CONTRACTING OFFICER HAS THE AUTHORITY TO BIND NATO**, i.e., commit the Supplier to perform work which will have financial consequences. In those instances where JWC has given agreement by letter or fax or email to proposed in-scope actions (i.e., at no additional cost) by the SUPPLIER, mentioned documents will contain, when applicable, the following note:

“The text of this letter/message does not grant nor imply permission to initiate any actions which affect price, date, and place of delivery or scope of the Contract/Specifications.”

JWC shall be entitled at any time to submit a request in writing that the Contract be amended. If the effect of such request is that the financial terms of the Contract or the scale of performance therein must be changed, the SUPPLIER shall, within fourteen (14) days of receiving the request for amendment, submit a detailed, duly justified proposal for adjustment. This provision shall not however release the SUPPLIER from his obligation to perform the contract in its amended form.

The SUPPLIER shall be entitled to propose changes to the Contract should the effect of such changes be benefits in the sense that the quality or cost of the goods and services provided will be improved or made more effective.

Written notification shall be given of all changes or additions that affect the Contract in terms of changed technical content, price impact, or other contractual provisions.

Changes or additions to the scope of the Contract shall reflect the maximum obligation of JWC before, and the new obligations incumbent on JWC after they come into effect.

JWC shall not be held financially responsible for changes to the scope of the Contract that does not follow the procedure for making changes and additions to the Contract.

All changes and deviations from the requirements and descriptions laid down in the Scope of Services shall be documented and followed up by the SUPPLIER.

The SUPPLIER shall not be entitled to bill JWC for time spent in considering, estimating, following up and reporting changes, as well as other administrative action therewith connected.

Any changes, additions or deletions and instructions under this CONTRACT shall not be binding unless issued in writing by the Contacting Officer.

32. PUBLICITY AND PUBLIC RELATIONS

The SUPPLIER shall not make any press release including but not limited to photographs and films or public statements concerning the Contract or any of its content without the prior written approval of JWC.

33. PREFERRED CUSTOMER

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

34. LANGUAGE

The Contract has only been issued in the English language.

35. INCONSISTENCY BETWEEN ENGLISH AND TRANSLATION OF CONTRACT

In the event of inconsistency between any terms of this Contract and any translation thereof into another language, the English language meaning shall control.

36. 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.

37. 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.

38. DISPUTES

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.

All disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the SUPPLIER.

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.

39. 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.

40. LEGAL VENUE

The SUPPLIER and 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.

41. 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 Special Terms and Conditions
- 2nd Purchase Order Terms
- 3rd These General Provisions (Part II)
- 4th The Statement of Work (Part III)
- 5th The formal Bid or Proposal accepted by JWC

42. 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. 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 Company in any correspondence or any document unless JWC specifically agrees to such provision in a written instrument signed by an authorized representative of JWC.



JOINT WARFARE CENTRE

Postbox 8080
N-4068 Stavanger, Norway
Telephone
Direct dial: 52879291/9290



Visiting address: Gamle Eikesetvei 29.

**ON SITE ENGINEERING SUPPORT FOR NEC CCIS UPGRADE –
MAGNUM**

PART II – GENERAL PROVISIONS

**SECTION B – PER NATURE OF THE CONTRACT
COMMERCIAL PERSONNEL SERVICES CONTRACTS**

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1. SCOPE

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

2. TYPE OF CONTRACT

As far as Commercial Personnel Services under this Contract are concerned this is a Level of Effort Firm-Fixed Price Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Company and JWC. All financial risks and liabilities undertaken by the Company for the purpose of the service provision fall with the Company. All employer responsibilities for the Company Personnel performing under this Contract shall lie with the Company. In case the Contractor is self-employed individual those Special Terms and Conditions referring to the Company Personnel are equally applicable to him/her except for individual leave entitlement which is to be considered as period of permitted absence.

3. DEFINITIONS

a. Billable Hours

As further specified in these Special Terms and Conditions, days spent by the Company Personnel in the immediate performance of this Contract for which the Company may bill JWC at the hourly rate set out in this Contract.

b. Commercial Personnel Services

As specified in the SOW, the continuous performance to be provided by the Company Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.

c. The Company Personnel

An individual/individuals employed by the Company to perform the services required under this Contract for JWC.

d. JWC Work Days

Mondays through Fridays with the exception of JWC Holidays, which are listed in JWC Directive 40-23. The number of JWC Holidays may vary from year to year.

e. JWC Operating Hours

As provided for in JWC Directive 16-04.

f. Man Year

230 days of the service to be rendered by one Company Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance assuming 5 JWC Work Days per week. As a baseline the further assumption is: 15 working days of JWC Holidays and 15 JWC Work Days as the minimum

individual leave. As, in particular, the number of individual leave days may be greater and the number of JWC Holidays may vary. In no event shall a ceiling of 240 days per man year or corresponding fraction thereof be exceeded.

g. Products

Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

4. DELIVERY OF SERVICE

All Commercial Personnel Services under this Contract will be performed primarily on JWC Work Days and during JWC Operating Hours.

5. EXCEPTIONS FROM DELIVERY OF SERVICE

Under exceptionally approved circumstances, Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4. This will be directed by the respective COTR and duly supported by approved Purchase Orders.

6. COORDINATION OF DELIVERY OF SERVICE

In order to ensure a balanced professional performance of the Company Personnel during their performance for JWC, the Company shall ensure that each Company Personnel will take his/her applicable leave. All periods of non-delivery of services must be coordinated with the respective COTR.

7. COORDINATION OF ABSENCES

To ensure the uninterrupted flow of JWC projects, any absence by the Company Personnel requires the earliest possible coordination with the COTR. Generally, such absence also requires the approval by the COTR.

a. Personal Leave

At the beginning of the Contract the Company and the COTR will establish a leave plan for each Company Personnel.

b. Illness

Should absences caused by illness affect the performance of a JWC project, the Company, upon request by the Contracting Officer, shall immediately replace the incapacitated Company Personnel with an equally qualified individual. JWC reserves the right to approve such substitute based on his/her suitability and qualifications.

c. Other Absences

Unless otherwise arranged for, the Company shall ensure the full presence of the Company Personnel in accordance with Delivery of the Service set out in paragraph 4.

8. BILLABLE HOURS

Only time spent by Contractor Personnel in the immediate performance of this Contract.

a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.

b. Overtime. All overtime within the limit of the contracted man year or fraction thereof (total of 1800 hours for full year service) shall be billed at the normal hourly rate set out in this contract.

c. Non-performance. Personal leave, closing of the JWC, sickness, company coordination, company reports, training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

9. COMMITMENT OF COMPANY PERSONNEL

The Company warrants that the Company Personnel initially presented for the performance of this Contract will perform this Contract for its duration. Any exchanges of the Company Personnel shall meet the requirements of the SOW and be performed only with written consent by the Contracting Officer.

10. DEFICIENT PERFORMANCE

Should committed Company Personnel perform unsatisfactorily the Company will exchange such Company Personnel, at the request of the Contracting Officer for Company Personnel meeting the quality requirements set out in the SOW.

11. COMPANY RESPONSIBILITY FOR COMPANY PERSONNEL

The Company, and in the case being, the sole proprietor, as the employer of the Company Personnel performing the services 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 Company may be reimbursed the insurance costs by JWC, if so decided by the Contracting Officer.

12. BILLING

The Company shall bill time for the Company Personnel at the daily rate set out in this contract ONLY for billable days on a monthly basis. The remuneration shall

cover all the Company's expenses, except for travel expenses as described in paragraph 13 below.

13. BILLING FOR TRAVEL

Travel by the Company Personnel shall be authorized and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel" and JWC Directive 60-50 – Travel on International Duty.

14. INVOICES

All invoices shall be provided by the Company in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial Personnel Services shall contain, at a minimum:

- a. A breakdown of the Company Personnel;
- b. The billable days performed by each of them; and also
- c. Indicating travel, absences and other relevant information.

15. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC

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

16. WORK SPACE

If provided for in the SOW, JWC will provide working spaces for the Company Personnel. Should these spaces not be considered adequate by the Company, the Company will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

17. REPRESENTATION OF JWC/NATO

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

18. OWNERSHIP OF WORK PRODUCTS

All Products created by the Company Personnel under this Contract are to be original and they are the property and under the copyright of JWC, unless otherwise specifically stated in this Contract.



JOINT WARFARE CENTRE

Postbox 8080
N-4068 Stavanger, Norway
Telephone
Direct dial: 52879291/9290



Visiting address: Gamle Eikesetvei 29.

ON SITE ENGINEERING SUPPORT FOR NEC CCIS UPGRADE – MAGNUM

PART III – SPECIAL PROVISIONS

SECTION A – CONTRACT MANAGEMENT DATA

IFIB-ACT-JWC-20-70

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1. EFFECTIVE DATE AND DURATION

The duration of this Contract is from **01-June-2021 to 31-December-2021** with possible **five (5) extension-options**. Notice of execution of the optional extension(s) will be provided in writing by the Contracting Officer no later than 60 (sixty) days before the contract expiration date.

This implies that the SUPPLIER is obligated to, but not entitled to, extension of the Contract on the terms and conditions stated herein.

2. REMUNERATION AND PRICES

All prices shall be in accordance with **Part I Bidding Instruction Annex B Bid Form**. All prices are in **NOK** and exclusive of Value Added Tax (VAT). The price is firm and fixed for the Contract.

3. 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

Mr. Torgeir Strand, Buyer
Tel: +47 52 87 92 96
E-mail address: torgeir.strand@jwc.nato.int

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



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On-site Engineering Support for NEC CCIS upgrade – Magnum

PART III

SECTION B – TECHNICAL SPECIFICATIONS – STATEMENT OF WORK IFIB-ACT-JWC-20-70 **20201102 updated**

Introduction

Northern European Command, Command and Control Information System (NEC CCIS) is a NATO owned Air Command and Control (Air C2) system. It is currently funded by Supreme Headquarters Allied Powers Europe (SHAPE), NATO Airborne Early Warning & Control Force (NAEW&C F), NATO Alliance Ground Surveillance Force (NAGSF) and Norway.

The NEC CCIS System Support Centre (SSC) is located at the Kolsås Base military facilities in Bærum, ca 20km west of Oslo, Norway.

NEC CCIS has served NATO and nations for more than two decades, adapting to constantly changing operational needs. It now supports air operations at more than 30 sites in NATO, to include the NAEW&C Force with its E-3A Component in Geilenkirchen (DEU) and the E3D Sentry at Waddington (GBR), NAGSF in Sigonella (ITA), and the nations Estonia, Iceland, Lithuania and Norway. Within the nations, NEC CCIS is used at Headquarters (HQs), Control- and Reporting Centers (CRCs) and at Air Bases. During operations, NEC CCIS can be deployed to forward operating locations using the NEC CCIS deployable kit.

The system provides a wide spectrum of Air C2 operational functionality used for planning, tasking, execution and reporting of air operations, from the Combined Air Operations Centre (CAOC) or the national equivalent NAOC, to the Wing Operation Centre (WOC), Squadron Operation Centre (SQOC) and Surface-Based Air Defence (SBAD) level. NEC CCIS is recognized for its comprehensive operational functionality and support tools.

NEC CCIS operational architecture

NEC CCIS has a three-tier client/server architecture with several supporting systems on the server-side, providing a wide range of data:

- Database: Oracle 11g RDBMS on SPARC and x86 Solaris.
- Application server: WildFly application server; on SPARC and x86 Solaris.

- Client: Both Java and HTML5/JavaScript clients operate against the server systems, running on Windows 10 workstations.

The sites are connected via database replication between the Oracle databases, allowing for sharing data updates across sites. Each site normally contains a full configuration of servers and clients, allowing for operations even in the case of loss of network connectivity.

To ensure interoperability within the NATO Air Command & Control Structure, NEC CCIS is interfaced with other Air C2 systems, e.g. NEC CCIS – ICC gateway (NISI) used to interface with ICC at CAOC Uedem (DEU), CAOC Torrejon (ESP) and AIRCOM Ramstein (DEU), furthermore an interface with NATO ACCS.

NEC CCIS also supports a range of other interfaces, such as those providing Recognized Air and Maritime Picture monitoring, meteorology information, flight plans, missile warnings and military messaging.

NEC CCIS development environment description

The software engineers developing the NEC CCIS software primarily work on an isolated network that is local to the SSC facilities at Kolsås. There is no remote access to this network. The development environment is virtualized using VMWare products. The operating systems in use are Windows servers and workstations, Solaris servers, as well as some CentOS Linux workstations. The development and support staff are the key users of this network.

There are zero-clients in the offices of each staff member at the SSC to connect to the operational networks and development networks that run inside the SSC. The SSC also supports network for Internet connection, and staff members have their laptops and/or workstations for Internet connectivity. This is the primary network for the SSC management staff.

Bidder personnel

This bid calls for development resources and support in three different areas as detailed below: Full-stack programmer, UX expert, System administrator. The Bidder shall provide names for one candidate as Full-stack programmer, two candidates as UX experts, and one candidate as System administrator. It is possible to submit the same candidate name for more than one area.

Part 1 Annex C contains template tables of required qualifications and experience for each of the three areas. We would like to receive one populated table for each candidate name put forward for each of the three positions: One table for the Full-stack programmer, two tables for the UX experts, one table for the System Administrator. This amounts to a total of four tables with candidate qualifications.

Part 1 Annex C also contains a template Application Resume. We would like to receive one such resume filled in with data for each candidate name submitted to cover one or more of the three areas of expertise. Since one candidate can be submitted for more than one area, the number of Application Resumes submitted can be less than four.

Bidder personnel experience

Competence requirements common to all candidates are:

- Prior experience with military Air Command and Control Systems is preferred.
- Ability to work as a part of a multinational civilian and military team.
- Collaborate with other long-term and short-term contracted personnel and military subject matter experts.
- Excellent team-building communication skills.
- English language skills Level 3 – Professional, as defined in NATO STANAG 6001 (however, no need to submit STANAG test results).

JWC is seeking on-site contractors to support three different areas:

- Full-stack programming.
 - Maintain and extend the existing NEC CCIS client/server solution in general, using Java (EE), JavaScript, HTML, and CSS.
 - Full-stack development for the web client, in particular the web-based GIS.
 - Develop supporting server-side functionality using Java EE.
 - Unit test and automated testing of web applications.
 - Extend existing ExtJS components (or develop new), to implement requirements not met in the framework.
 - Prior experience with:
 - Java 8 and Java EE 7.
 - Web technologies (HTML5, CSS, SASS, JavaScript, Websockets) and web user interaction paradigms.
 - GIS applications.
 - ExtJS JavaScript framework.
 - LuciadRIA JavaScript framework.
- User Experience (UX) experts:
 - Collect and establish requirements for modernization of the NEC CCIS web client through interviewing and observing users and internal subject matter experts, in addition to usability testing.
 - Create a design system for the modernized NEC CCIS web client, which is a high-density and data-intensive enterprise web application
 - Modernize the existing desktop Java application into a modern web application.
 - Guiding and communicating with developers for implementation of the new design of the NEC CCIS web application.
 - Improve the UX and design system from feedback through usability testing.
 - The design system and all other design artifacts are expressed in the Figma design tool.
 - Create an advanced geographic information system (GIS) features and dashboard functionality for the NEC CCIS web client.
 - Prior experience with styling/designing with Sencha ExtJS components.
- System administration.
 - Release management.
 - Virtualization maintenance (both server and desktop).
 - Veeam backup experience

- OS platform maintenance and support.
- Communications security.
- LAN and WAN networking, hardware maintenance and support, and local user support.
- Microsoft Active Directory administration, Group Policy development and deployment, Windows Server management, modern Windows deployment, configuration and management, Windows Service Update Services.
- Troubleshoot various software and hardware issues.
- Maintain documentation of task responsibilities.
- Support other team members with their tasks.
- Respond to on-site and phone support requests.
- Develop and maintain scripts using Powershell, Bash and CMD.
- Develop and maintain architecture physical and logical diagrams for hardware configurations and networking environments, respectively.
- Implement security firewall policies on networking equipment.
- Create generic network design
- Cisco smart license management through local license server
- Create generic configuration for access & core switches, router & firewall
- Create Firewall design
- Create IP plan
- Create access lists
- Hardening of network environment based on security standards.
- Prior experience with:
 - Cisco IOS security features.
 - VLANs.
 - Failover and redundancy.
 - VPN/tunnelling.
 - Dynamic routing protocols.
 - Wireless networks.

Security

Bidder's personnel must be able to obtain, by the start date of the contract, an active NATO Personnel Security Clearance Certificate granting access to information classified up to the NATO Secret (NS) level. The candidate(s) selected to fulfil the contracting duties within each of the three areas of expertise must hold a valid NS Security Clearance Certificate that will be active from the start date of the contract through the expiration date of the contracting period in order to have access to the SSC systems and facilities.

Location

Bidder's personnel covered by the contract shall be working on-site at the NEC CCIS SSC office facilities at Kolsås. Short term assignments/travel may be required and will be covered per Part II – Section A – General Terms & Conditions paragraph 14, page 8.

Continuity

It shall be possible to reduce or increase the effort provided by the Bidder according to the requirements for support to the SSC. This means that there may be periods where no support is required and others where more personnel are required. Such periods of manning

down or up will be discussed with the Bidder and fair warnings will be given. The Bidder shall include the required notice period for changes to staffing in the bid.

Estimated quantity of work

The estimated quantity of work in this contract is not expected to exceed 4000 hours in 2021. An estimation of up to three and a half man-years per year may be applied, although the total number of hours awarded will depend on evolving requirements, as well as budgetary limitations.

Contract dates

The duration of this contract will be from 1 June 2021 to 31 December 2021, with possible five (5) extension-options (1 January 2022 thru 30 May 2026). Notice of execution of the optional extension(s) will be provided in writing by the Contracting Officer no later than 60 (sixty) days before the contract expiration date.

This implies that the Bidder is obligated to, but not entitled to, extension of the Contract on the terms and conditions stated herein.

Contract cost

The bid must specify the all-inclusive cost per hour for the offered personnel.