

Joint Warfare Centre



Stavanger, Norway

IFIB-ACT-JWC-24-52

Geospatial Deliverable Support Contract (GDSC)

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PART I

BIDDING INSTRUCTIONS

IFIB-ACT-JWC-24-52

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1. General and Classification

- a. This is a Firm Fixed IDIQ (Indefinite Delivery Indefinite Quantity) contract in accordance with the JWC General Terms and Conditions;
 Contract Award is contingent upon funding availability; Partial bidding is <u>not</u> allowed.
- b. This invitation for International Bidding (IFIB) is a NATO UNCLASSIFIED document.

2. <u>Timetable</u>

Summary Timetable	Date	Comments
Notice of Intent Release	11 APR 2024	
Solicitation Release	15 MAY 2024	Estimated
Bidder's Conference	12 JUN 2024	(Sign-up form in Annex A package)
Last date that bidder's may request clarifications	12 JULY 2024	Bidders are advised to check the JWC webpage on a regular basis for solicitation amendments or Q & A addendums.
Deadline for Submission of the Bids	29 Aug 2024	Tenders shall be submitted not later than 13:00 CET .
Contract Award Committee Opening Session	01 Sept 2024	Estimated
Completion Date and Signature of Contracts	15 Oct 2024	Estimated

3. Definitions

a. The "Prospective Bidder" shall refer to the entity that has indicated thereon its intention without commitment, to participate in this IFIB.

b. The term "Bidder" shall refer to the bidding entity that has completed a bid in response to this IFIB.

c. The term "Contractor" shall refer to the bidding entity to whom the contract is awarded.

d. The term "Contracting Officer" designates the official who executes this IFIB on behalf of JWC.

e. "Contracting Officer Technical Representative" or "COTR" means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract. They are responsible for overseeing the execution of the contract. COTRs are authorized to make direct liaison with the Supplier but do not have delegated authority to make any commitments or changes that affect price, quality, delivery or other terms and conditions of the contract.

e. The term "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.

- f. The term "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.
- g. The term "NATO" shall refer to the North Atlantic Treaty Organization.

4. Duration of the Contract

- a. The contract awarded shall be effective upon the date of award.
- b. The Period of Performance:
- Base Period: 01 Jan 2025- 31 December 2025, Option Period One: 1 Jan 2026 – 31 December 2026, Option Period Two: 1 Jan 2027 – 31 December 2027, Option Period Three: 1 Jan 2028 – 31 December 2028, Option Period Four: 1 Jan 2029 – 31 December 2029.

5. Eligibility

- a. This IFIB is open to governmental or commercial entities:
- b. Established in North Atlantic Treaty Organisation Alliance member nation.
- c. Working in the required field of study and legally authorized to operate in the country and countries in which this contract is to be performed, at the time of bidding. Has performed the desired past performance including size, cost and scope, as described in this IFIB.
- d. All proposed candidate on this requirement must be citizens of a NATO member nation.

6. Exemption of Taxes

a. In accordance with the agreements (Article VIII of the Paris Protocol dated 28 Aug 1952) goods and services under this contract are exempt from taxes, duties and similar charges.

7. <u>Amendments or Cancellation</u>

- a. JWC reserves the right to amend or delete any one or more of the terms, conditions, requirements or provisions of the IFIB prior to the date set for the bid closing. A solicitation amendment or amendments shall announce such action.
- b. JWC reserves the right to cancel, at any time, this IFIB either partially of in its entirety. No legal liability on the part of JWC shall be considered for recovery of costs in connection to bid preparation. All efforts undertaken by any bidder shall be done considering and accepting, that no costs shall be recovered from JWC. If this IFIB is cancelled, any/all received bids shall be returned unopened, per the bidder's request.

8. Bidder Clarifications

- a. Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this IFIB, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. All Contracting Officers listed on this IFIB must receive such requests via email for clarification no later than **12-July 2024.**
- b. JWC invites bidders to submit technical and contractual questions not later than **12** July 2024.
- c. Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link: <u>https://www.jwc.nato.int/contracting</u> as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Verbal Interpretations shall not be binding.

9. Bid closing date

a. Bids shall be received at JWC, Purchasing and Contracting Office, not later than 13:00 hours (Central European Summer Time CEST) 29-AUG-2024. No bids shall be accepted after this date and time. No hard copy proposals will be accepted. Please see paragraph 12 for more details.

10. Bid Validity

a. Bids shall remain valid for a period of one hundred and twenty days (120) from the applicable closing date set forth within this IFIB. JWC reserves the right to request an extension of validity. Bidder shall be entitled to either grant or deny this extension of validity. JWC shall automatically consider a denial to extend the validity as a withdrawal of the bid.

11. Contents of Proposal

- a. The proposal shall consist of three (3) separate single PDF documents (Administrative /Technical / Price) sent via e-mail as per the instructions. No hard copy proposals will be accepted. The emailed PDF documents shall be received no later than 29 August 2024, 1300 hours, Central European Summer Time (CEST), Stavanger, Norway.
 - 1. The Administrative documentation
 - 2. The Technical Proposal
 - 3. The Price Proposal

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a. The Administrative Documentation package: Each prospective bidder shall include the following certifications, completed, signed and dated (wherever applicable) by the bidder with the minimum the following information:

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

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

b.1 The Technical Criteria & Evaluation Form

(Annex B-1 Company Compliance Evaluation – JWC Fill-in Format [2 items])

This is the bidder's evaluation to include past performance and their ability to understand and display adequate compliance with the complexity of the services requested. Each question will be graded individually and the bidder must be considered a "PASS" for each question to be considered compliant overall.

b.2 Functional Support Candidate List

(Annex B-2 – Company Created Format – Organized by Function)

Note: Maximum and Minimum submission levels of B-2 matrix assessments and qualification standards are listed in Tab 2 of the C-1 Pricing Excel file. The bidder must be compliant in all 3 Functional Service Categories in order to qualify as technically compliant overall.

c. The Price Proposal package: The Price Proposals shall be made in accordance with the attached Bid Form (Annex C-1).

The Bid Forms (Annex C-1) must be dated and signed by Bidder's authorized personnel.

c.1 Financial Proposal (Annex C-1) – Suppliers may propose different work unit pricing from the base year to each of the four (4) options years. Additional information for this form will be included on the form itself.

c.2 Prices shall be on a Firm-Fixed price basis.

12. Proposal Submission

a. Propsals shall be submitted electronically in a three (3) separate PDF documents, one containing the <u>Administrative Proposal</u>, one containing the <u>Price Proposal</u>, each e- mailed separately to:

Administrative Proposal: technicalproposal@jwc.nato.int Technical Proposal: technicalproposal@jwc.nato.int Price Proposal: priceproposal@jwc.nato.int

 b. Email subjects shall include the solicitation information along with <u>company</u> <u>name</u> (for example: IFIB-ACT-JWC-24-52_Part_A_Admin_ABC_Inc. / IFIB -ACT-JWC-24-52_Part_B_Tech_ABC_Inc. / IFIB-ACT-JWC-24-52_Part_C_Price_ABC_Inc). Allow sufficient time in sending your submission should you encounter e-mail size challenges

c. Price proposals shall be in Norwegian Kroner (NOK) currency.

- d. Prices shall be on a Firm Fixed Price basis.
- e. No verbal bids or verbal modifications or telephonic bids shall be considered.
- f. It is the ultimate responsibility of a prospective bidder prior to submission that all proposal submissions are reviewed to ensure they meet the technical, contractual and administrative specifications and meet the limitations and expressed conditions.

13. Late Proposals

- a. It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches JWC prior to the established closing date and time. No late bids shall be considered.
- b. A delay in an e-mail exchange due to server or size restrictions does not constitute a delay by NATO.

14. Bid Withdrawl

a. A bidder may bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing with attention to the JWC Contracting Officer. As this is a best value evaluation, contractor pricing will be opened and held within the contract file, whether considered or not. A bid withdraw will be annotated on the Contract Award Report.

15. Bid Evaluation

- a. The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of JWC. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. JWC is not responsible for any content that is not clearly identified in any proposal package.
- b. Due to the highly technical nature of these requirements, JWC reserves the right conduct pre-award discussions with proposed Functional Support Candidates to accurately assess identified technical competencies. Discussions will be limited to scope of this IFIB and the evaluation criteria identified.

- c. Proposals shall be evaluated and awarded taking into consideration of the following factors:
 - 1.Successful administrative submission of bid packages as requested in paragraph 11 and as listed in this IFIB.
 - 2.Successful determination of compliance. (Compliant/Non- compliant).
 - 3. The Evaluated Cost for Award equation is listed in Annex C-1 and will be the basis of the Price Evaluation.

[The evaluated cost for award is Base Year WU + Option Year 1 WU+ Option Yr 2 WU + Option Yr 3 WU + Option Yr 4 WU multiplied by 220 for each Function Service Line, and the Sum of the 3 lines equals the total evaluated cost for award]

- 4. Technical clarifications as determined may be conducted.
- 5. Acceptance of JWC General Terms and Conditions.

16. Proposal Clarifications

a. During the entire evaluation process JWC reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of concern.

17. <u>Award</u>

- a. JWC intends to award a firm fixed price contract(s) to the Offeror(s) whose proposal(s) represents the <u>Technically Compliant Lowest Price</u> offer to NATO. Partial awards are NOT authorized.
- b. JWC will collect information from references provided by the Offeror in regard to its past performance. Contractors must provide authorization to contact references.
- c. JWC reserves the right to negotiate minor deviations to the listed General Terms and Conditions to this IFIB.

18. Communications

a. All communication related to this IFIB, between a prospective bidder and JWC shall only be through the nominated JWC Contracting Officer. Designated contracting staff shall assist the JWC Contracting Officer in the administrative process. There shall be no contact with other JWC personnel in regards to this IFIB. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.

19. Terms and Conditions

a. The JWC General Terms and Conditions are applicable to this procurement and can be located on the JWC website at <u>https://www.jwc.nato.int/organization/contacting</u> under Contracting Clauses

20. Points of Contact

- a. Julie Hansen, JWC Contracting Officer, +47 5287 9294, julie.hansen@jwc.nato.int
- b. Ann Marie Bierman, JWC Contracting Superintendant, +47 5287 9280, annmarie.bierman@jwc.nato.int

21. Useful Websites

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

NATO; <u>www.nato.int</u> JWC; <u>www.jwc.nato.int</u> Norwegian Tax Authorities; <u>www.skatteetaten.no</u> Norwegian Work and Welfare Authorities; <u>Forside privatperson - nav.no</u> <u>https://www.nav.no</u>

22. Bidders Conference

A Bidders Conference will be arranged at the JWC premises at Jåttå, Stavanger on **12 Jun 2024 at 13:00 PM**. Additionally, questions and answers from the conference will be posted for those who are unable to attend in person.

The conference will offer the possibility to ask questions directly to key personnel.

Bidders are kindly requested to provide **Full Name, Nationality, contact email** address and Date of Birth (DD/MM/YYYY) of those physically participating to the JWC POC not later than 6 June 2024. (See Annex A-7 documents)

ANNEXES:

PART I Annex A-0 Bid Submission Form PART I Annex A-1 Compliance Statement PART I Annex A-2 Certificate of Legal Name of Bidder PART I Annex A-3 Certificate of Independent Determination PART I Annex A-3 Certificate of Bid Validity PART I Annex A-4 Certificate of Exclusion of Taxes and Charges PART I Annex A-5 Certificate of Authorization to Perform PART I Annex A-7 Bidder's Conference Sign-up Sheet PART I Annex B-1 Company Compliance Evaluation - Technical Form PART I Annex B-2 Functional Support List & Matrixes – Located in SOW, which may be copied into a self-created Annex B-2 by Supplier. PART I Annex C-1 Financial Proposal

All Annexes located in Separate PDF & Excel file

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PART II

SECTION A - GENERAL TERMS AND CONDITIONS

IFIB-ACT-JWC-24-52

(CONTRACT NO.: JWC-24-C-XX)

Part 1 Order of Precedence

Part 2 Definitions

- Part 3 Authorization to Perform
- Part 4 Supplier's Status and Authorizations
- Part 5 Assignment and Sub-Contracting
- Part 6 Guarantees of the Supplier

Part 7 Service and Parts Availability

Part 8 Notice of Shipment

Part 9 Security

- Part 10 Acceptance
- Part 11 Ownership
- Part 12 Warranty
- Part 13 Export Control
- Part 14 JWC Regulations
- Part 15 Supplier Notice Regarding Delay
- Part 16 Notice of Assistance with Respect to Patent and Copyright Infringement
- Part 17 Intellectual Property
- Part 18 Software Releases and Updates
- Part 19 Quality Assurance and Control; Audit
- Part 20 Quality Improvement
- Part 21 Health, Safety and Incident Prevention
- Part 22 Penalties
- Part 23 Delay not Attributable to the Supplier

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Part 24 Indemnity

Part 25 Termination

- 25.1 Termination for Convenience of JWC
- 25.2 Termination for Default
- 25.3 Termination for Insolvancy, Bankrupcy, Ect.: Notice 15
- Part 26 Corruption and Illicit Gratuities
- Part 27 Prohibition of Sexual Exploitation and Abuse, and Sexual

Harassment

- Part 28 Organisational Conflicts of Interest
- Part 29 Insurance
- Part 30 Taxes and Customs Charges
- Part 31 Purchase Orders
- Part 32 Invoices and Payments
- Part 33 Withholding of Payment
- Part 34 Currency and Exchange Rates
- Part 35 Confidentiality
- Part 36 Code of Conduct
- Part 37 Contract Administration and Amendments
- Part 38 Publicity and Public Relations
- Part 39 Preferred Customer
- Part 40 Language
- Part 41 Enforcement
- Part 42 Force Majeure
- Part 43 Disputes
- Part 44 Applicable Law
- Part 45 Jurisdiction
- Part 46 Entire Agreement
- Part 47 Privileges and Immunities
- Part 48 Miscellaneous

PART II GENERAL PROVISIONS

1. ORDER OF PRECEDENCE

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

- 1st Purchase Order Terms
- 2nd Special Provisions (Part II Section B)
- 3rd General Provisions (Part II Section A)
- 4th The Statement of Work (Part III)
- 5th The formal Bid or Proposal accepted by JWC

2. DEFINITIONS

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

- a. "**Acceptance**" means the action by which the JWC acknowledges that the Supplier has fully demonstrated that the Supplies delivered are complete and operational.
- b. "**JWC**" means the Joint Warfare Centre. Joint Warfare Centre (JWC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters, 1952), (Paris Protocol).
- c. "**Contracting Officer**" means the person executing and managing this contract on behalf of JWC.
- d. "**Contract**" means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions apply.
- e. "**Delivery**" means, as applicable, the exact or latest possible date(s) by which the Supplier shall deliver Supply (Goods or provide the Services) to the JWC under the Contract.
- f. "NATO" means the North Atlantic Treaty Organisation.
- g. "**Supplier**" means a party that supplies Goods or Services. This term may be used interchangeably with "Bidder" and "Company"
- h. "Day" means any calendar day.
- i. "COR/COTR" means the Contracting Officer's Representative.
- j. "Force Majeure" means an event or effect that can be neither anticipated nor controlled, provided that such event or effect is not attributable to the fault or negligence of the Supplier and cannot be prevented by it. The term includes both acts of nature (e.g., floods and hurricanes) and acts

of people (e.g. riots and wars). Neither strike nor labour stoppages by the Supplier's workforce nor civil unrest shall constitute Force Majeure.

- k. "**Goods**" means any and all of the products to be supplied by the Supplier to the JWC under the Contract, including any replacement
- I. "**Sub-Contractor**" means a Third Party who has entered into an agreement with the Supplier for the provision of Supply under the Contract.
- m. "**Subcontract**" means, except as otherwise provided in this Contract, any agreement or contract made by the Supplier with any other party in fulfillment of any part of this Contract, and any agreement, contract or subcontract hereunder.
- n. **"Work**" means all work which the Supplier shall perform or cause to be performed under this Contract.
- o. "Supplies" means the Services and the Goods identified in the Contract.
- p. "Services" means any and all services to be provided by the Supplier to the JWC under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service.
- q. "**Purchase Order**" means the contractual document used by JWC to order supplies and services.

3. AUTHORIZATION TO PERFORM

- a. The Supplier warrants that:
- (1) it and its Sub-Contractors, if any, have been duly authorized to provide the required goods and services and to register and deliver it in Norway;
- (2) it and its Sub-Contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract;
- (3) 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
- (4) attainment of any license, permit or authorization that is required for provision of the Supplies shall be sole obligation of the Supplier.
- (5) In line with these contractual terms and conditions, the supplier must provide the details/paperwork of your corporate registration. The required documentation must be provided at your earliest opportunity but not later than <u>29-AUG-2024</u>, included in your bid submission.

4. SUPPLIER'S STATUS AND AUTHORIZATIONS

- a. The Supplier and/or its personnel nor its Sub-Contractors, if any, shall not be considered in any respect as being employees, organs or agents of the JWC or NATO. Nothing in this Contract shall be construed as creating a partnership or joint venture of any kind. Neither Party shall be authorized to bind the other Party legally, financially or otherwise except as explicitly indicated in the Contract.
- b. No NATO privileges or immunities will be granted to Suppliers or its personnel. The SUPPLIER's personnel cannot become members of NATO MWA funded activities, e.g. Jåttå Community Club, Jåttå International Women's Club, or the Sports Clubs.
- c. The NATO SOFA or Paris Protocol does not apply to the Supplier or subcontractor, or to their respective personnel. Work permits and residency permissions must be obtained in accordance with Norwegian law where applicable.

5. ASSIGNMENT AND SUB-CONTRACTING

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

6. GUARANTEES OF THE SUPPLIER

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

7. SERVICE AND PARTS AVAILABILITY

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

8. NOTICE OF SHIPMENT

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

9. SECURITY

- a. The Supplier shall comply with all security requirements prescribed by the JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- b. The Supplier shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 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 Article 22 below.

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

11. OWNERSHIP

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

12. WARRANTY

- a. The Supplier issues a warranty on the product for a period of 24 (twenty-four) months (warranty period), from the date of Delivery and Acceptance, certifying that the product fulfils the agreed standards. Under the warranty the Supplier is obliged to repair or put into working order any fault or defect at Supplier's own expense, no matter when JWC within the warranty period notifies Supplier of the fault or defect.
- b. The provisions of this Article are equally applicable to any item replaced or repaired under warranty.

- c. The Supplier is liable for any and all faults or defects depreciating value or affecting the usability of the Supplies and depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.
- d. The warranty applies to all faults or defects as described in this paragraph, and reported by the JWC before the expiration of the warranty period. The procedure shall be as follows:
 - (1) JWC is obliged to notify the Supplier in writing, of any fault or defect no later than 7 (seven) days after the JWC has identified or discovered the fault or defect.
 - (2) In case the Supplier is unable to replace or repair faults or defects occurring within the warranty period, the JWC is entitled to:
 - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the Supplies;
 - If the fault or defect affects the general usability of the Supplies, set aside and declare the Contract void and subject to compensation, or request another Supplier to do the remaining and necessary works at Supplier's expense.
 - (3) Repairing of the defect should be reported in a protocol.
 - (4) 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.
 - (5) Failure to agree upon any determination to be made under this Article shall be a dispute concerning a question of fact within the meaning of the "Disputes" Article of this Contract.
 - (6) The rights and remedies of the JWC provided in this Article are in addition to and do not limit any rights afforded to the JWC by any other Article of the Contract.
 - (7) The warranty period shall be extended by a period equal to the time taken by the Supplier to repair or replace the item (Supplies) under warranty.

13. EXPORT CONTROL

The Supplier warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Supplier require export pre-approval the JWC Legal Office will be provided a preview of said Suppliers request PRIOR to the Supplier submission to a Government entity. Upon validation of request by the JWC Legal Office, subject agreement or NON SENSITIVE INFORMATION RELEASEABLE TO THE PUBLIC IFIB-ACT-JWC-24-52 request may be submitted to appropriate authority.

14. JWC REGULATIONS

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

15. SUPPLIER NOTICE REGARDING DELAY

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

16. <u>NOTICE OF ASSISTANCE WITH RESPECT TO PATENT</u> <u>AND COPYRIGHT INFRINGEMENT</u>

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

17. INTELLECTUAL PROPERTY

- a. Unless the Supplier has advised the JWC before the acceptance of the Contract on existing third parties or Supplier's rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights in the results of work undertaken by, or on behalf of, the JWC for the purpose of this Contract, including:
 - (1) any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, to include source code, resulting from performance of experimental, developmental,

integration, testing, or research work which was specified as an element of performance in this Contract, documentation including software documentation;

- (2) design data, specifications, instructions, test procedures;
- (3) training material produced or acquired in the course of such work without prejudice to the residual rights of the Supplier to use the same or similar materials on future occasions in connection with work carried out for the JWC;
- (4) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes; and
- (5) in particular, all rights, including copyright

therein, will vest in and be the sole and exclusive property of

the JWC.

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

18. 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 Supplier shall for duration of minimum five (5) years after Acceptance, and upon their availability, offer to the JWC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

19. QUALITY ASSURANCE AND CONTROL: AUDIT

- a. The Supplier shall have established a quality assurance system based on ISO 9000 Standards as applicable to the work, describing in which manner the Supplier will secure that the work will satisfy all quality requirements. Such system shall be subject to JWC's review and the JWC has the right to audit the Supplier's quality assurance system at any time during the term of the Contract.
- b. As part of the quality assurance system the Supplier may be required to issue a Status Report on a regular basis. Typically such Report should contain the following:

- (1) Summary of work completed in the reporting period,
- (2) Current and/or anticipated problems/deficiencies, if any;
- (3) Closing date(s) for open issues, if any;
- (4) Comments/Queries.
- c. JWC reserves the right to inspect any facilities required by the Supplier or to fulfil the obligations of this Contract, at any time.
- d. The JWC audit personnel or any person designated by the Contracting Officer shall have the right to inspect or audit the Supplier's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of this Contract and with the applicable JWC Directives.
- e. The Supplier agrees that the JWC or any of its duly authorized representatives shall, until the expiration of 5 (five) years after final payment under this Contract, have access to and the right to examine any pertinent books, documents, papers, and records of the Supplier involving transactions related to this Contract. The Supplier further agrees to include in all his Sub-Contractor(s) hereunder a provision substantially set for in this paragraph.

20. QUALITY IMPROVEMENT

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

21. HEALTH. SAFETY AND INCIDENT PREVENTION

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

22. PENALTIES

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

23. DELAY NOT ATTRIBUTABLE TO THE SUPPLIER

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

24. INDEMNITY

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

- (1) any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Supplier and/or the Contractors in the provision of services under the Contract, unless it is caused from negligence on the part of the JWC and/or JWC's personnel;
- (2) any taxes or other payments owed by the Supplier and/or the Contractors to any governmental agency as a result of any services

provided hereunder, and any compensation owed to any employee of the Supplier for services provided hereunder;

- (3) any claim by any third party that the Supplies, the Work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party;
- (4) acts or omissions of the Supplier or its employees, agents and Sub- Contractors in the performance of the Contract.

25. TERMINATION

25.1. TERMINATION FOR CONVENIENCE

a. The Contracting Officer reserves the right to terminate this Contract, NON SENSITIVE INFORMATION RELEASEABLE TO THE PUBLIC IFIB-ACT-JWC-24-52 or any part hereof, for its sole convenience by serving a 30 (thirty) Day written notice to the Supplier.

- b. In the event of such termination, the Supplier shall immediately stop all Work hereunder and shall immediately cause any and all of its suppliers and Sub-Contractors to cease work.
- c. Subject to the terms of this Contract, the Supplier shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of the JWC using its standard record keeping system have resulted from the termination, but in no case shall the total amount of payment to the Supplier exceed the agreed Contract price.
- d. The Supplier shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this Article.
- e. The Supplier shall continue the performance of this Contract to the extent not terminated under the provision of this Article.

25.2. TERMINATION FOR DEFAULT

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

- c. If this Contract is partly terminated as provided in paragraph a. of this Article, the JWC, in addition to any other rights provided in the Article, may require the Supplier to transfer the ownership and deliver to the JWC in the manner and to the extent directed by the Contracting Officer:
 - (1) Any completed Supplies and
 - (2) Such partially completed Supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Supplier has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Supplier shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Supplier in which the JWC has an interest. Payment for completed Supplies delivered to and accepted by the JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the JWC and for the protection and preservation of property shall be in an amount agreed upon by the Supplier and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the Article of this Contract entitled "Dispute". The JWC may withhold in accordance with Norwegian law from amounts otherwise due the Supplier for such completed Supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the JWC against loss.
- d. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Supplier was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such Article.,
- e. 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.

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

a. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the Contracting Officer may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance or the Supplier's obligations or terminate the Contract with immediate effect, by providing the Supplier with written notice thereof.

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

26. CORRUPTION AND ILLICIT GRATUITIES

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

27. PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or sexual abuse ("SEA") and sexual harassment ("SH") of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract") including but not limited to vetting its potential employees. In the performance of the Contract, the Contractor shall comply with the standards of conduct set forth in the "The NATO Policy on Preventing and Responding to Sexual Exploitation and Abuse" of 20 November 2019.
- b. In particular, the Contractor and Contractor's Employees shall not engage in any conduct that would constitute sexual exploitation or sexual abuse:
 - 1) Sexual Exploitation is any actual or attempted abuse of a position

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of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation. Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.

- 2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of 18.
- c. Contractor and Contractor's Employees will also not engage in any conduct that would constitute sexual harassment:
 - 1) SH is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
 - 2) SH may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. SH is particularly egregious when it is linked with direct or implied threats or promises

about career prospects ("quid pro quo" harassment).

- 3) SH may occur between persons of any gender who can be either the target or the perpetrators of SH.
- d. Contractor and Contractor's Employees will also not engage in any conduct that would constitute workplace harassment or discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to ACT, JWC and NATO's code of conduct or related policies.
- e. In the performance of the Contract, should sufficient information of conduct described above against the Contractor or Contractor's Employees be brought to JWC's attention, JWC shall commence a review into the Contractor's or Contractor's Employees' conduct in this regard in accordance with JWC regulations, rules, policies and procedures.
- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the Contract. The Contracting Officer may terminate this contract without notice if it is found, after an inquiry instituted by JWC, that illicit gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor, its agents, employees or representatives to JWC personnel with respect to the award of this contract or to the taking of any decision regarding its execution.
- g. In addition, nothing herein shall limit the right of JWC and/or NATO to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

28. ORGANISATIONAL CONFLICTS OF INTEREST

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.
- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once organizational conflicts of interest are identified, the primary burden of detecting, identifying and disclosing organisational conflicts of interest to the contracting officer and

proposing suitable mitigation or remediation measures falls on the contractor.

c. The two underlying principles regarding organisational conflicts of interest are:

i. Preventing the existence of conflicting roles that might bias a contractor's judgment; and Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:

1. Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or

2. Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.

d. Contracting officers and potential bidders shall analyse planned acquisitions in order to:

i. Identify and evaluate potential organisational conflicts of interest as early in the acquisition process as possible; and

ii. Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the organizational conflict of interest is not revealed prior to award.

- e. The contracting officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond. If the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the organisational conflict of interest to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties.

i. When a Contractor or Prospective Contractor becomes aware of the existence or potential for an organisational conflict of interest, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an organisational conflict of interest when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential organisational conflict of interest.

ii. If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the

Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election

regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

29. INSURANCE

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

30. TAXES AND CUSTOMS CHARGES

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

31. PURCHASE ORDERS

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

32. INVOICES & PAYMENTS

- a. In order for the JWC to make timely payment, the Supplier will provide an original invoice, which must be exclusive of al taxes 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 Supplier
 - (2) Invoice Date and Number
 - (3) Description, quantity, unit of measure, unit price of the items delivered
 - (4) All relevant Banking Details including SWIFT- and/or IBAN-code
 - (5) Relevant Purchase Order number and Purchase Order or Contract line item number
 - (6) Name, title and contact details of person to be notified of any matters related to the subject invoice
- d. Invoices are to be submitted to:

<u>EMAIL</u>

Send your invoice(s) to: <u>invoice@jwc.nato.int</u> The invoice needs to be <u>one document</u>, all pages in one file. Use .<u>pdf files</u> only

Please ensure your invoice includes:

- 1) Purchase Order (PO) Number
- 2) PO Amount
- 3) PO Description
- 4) Invoice Date
- 5) Bank Info
- e. Standard terms of payment are 30 (thirty) days net upon completion of service and the JWC receipt of invoice. All invoices must be accompanied by supporting documents. Invoice-fees and/or any other administration charges or fees will not be accepted.
- f. Payment for any Supplies by the JWC shall not be deemed an Acceptance thereof.
- g. Electronic Fund Transfer is the prescribed method of payment for the JWC. All Suppliers to the JWC must complete and submit a Supplier Registration Form which can be found at <u>www.jwc.nato.int</u>.

33. WITHOLDING OF PAYMENT

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

34. CURRENCY AND EXCHANGE RATES

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

35. CONFIDENTIALITY

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

cancellation or termination of this Contract.

36. <u>CODE OF CONDUCT</u>

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

37. CONTRACT ADMINISTRATION AND AMENDMENTS

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

JOINT WARFARE CENTRE BUDFIN, Purchasing & Contracting Branch P.O. Box 8080 N-4068 Stavanger, Norway e-mail: <u>pcs@jwc.nato.int</u>

Or, to any address otherwise designated in writing.

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

38. PUBLICITY, PUBLIC RELATIONS AND BRANDING

a. Unless authorized in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to JWC, or use the name, emblem, logo, official seal or any abbreviation of the JWC. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

b. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

39. 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 the JWC and the prices of such items shall be correspondingly reduced by a modification to this contract.

40. LANGUAGE

The Contract has only been issued in the English language.

41. 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.

42. 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.

43. DISPUTES

- a. 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.
- b. All disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the Supplier.
- c. 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.

44. 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.

45. JURISDICTION

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

46. ENTIRE AGREEMENT

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

47. PRIVILEGES AND IMMUNITIES

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

48. MISCELLANEOUS

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

PART II SECTION B – PER NATURE OF THE CONTRACT

CONTRACT NO.: JWC-24-C-XXXX

1. <u>SCOPE</u>

These Special Terms and Conditions address all issues pertaining to the contract and the Non-Personal Services Task Orders rendered by JWC under this Contract, thereby taking precedence over the JWC General Terms and Conditions.

2. DEFINITIONS

- a. Work Unit Rate (WU) is the fully burdened rate for an entire work unit (equivalent to a work day) for the functional support. This rate is for an 8 hr work unit onsite. The quoted rate must be "all-inclusive" [i.e. including but not limited to any travel required by the Company to get workers onsite, per diem/subsistence allowance, accommodation, local transport etc.] based on a Monday-Friday schedule.
- b. Remote Work Unit (RWU) is the fully burdened rate for an entire work unit (equivalent to a work day) for the functional and capability support zones. This rate is for an 8 hr work unit performed from the contractor's home.
- c. Billable Work Units are work units spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill JWC at the work unit rate set out in this contract.
- d. Commercial Non-Personal Services. As specified in the SOW, the functionality to be provided by Contractor Personnel.
- e. Contractor Personnel. An individual employed by the Contractor to perform the services required under this Contract for JWC.
- f. JWC Work Days. Mondays through Fridays with the exception of JWC Holidays and JWC Exercise Events, which are specified on the JWC Program of Work. The number of JWC holidays may vary from year to year. JWC Holidays are not paid as no work takes place during these timeframes.
- g. JWC Working Hours. When performing JWC Work Units, the contractor will, on average, perform an 8 hour work unit between 0730 and 1530. This includes a 30 minute break for lunch.
- h. Products. Any item, document, writing, briefing, database, piece of software, or any other physical or intellectual result of the performance of the commercial non-personal service or the associated interaction with NATO Staff which may be subject to ownership rights.

- i. Task Order Purchase Request (TOPR). Initiated by the requirements owner, the TOPR package contains all details regarding a new task order. This package has specific time lines for both the contractor and JWC to ensure service accomplishment.
- j. Task Order Purchase Request (TOPR) requestor is the JWC staff member authorized to submit a TOPR request.
- k. Candidate is the person the Supplier is supplying to perform the functional support.

3. <u>TYPE OF CONTRACT and PERIOD OF PERFORMANCE</u>

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

a. Type of Contract

Firm Fixed Price, Indefinite Delivery Indefinite Quantity (ID/IQ) Non-personal Services Contract. JWC will place orders for individual requirements for each Functional Service Category.

Maximum Ceiling for contract **150 Mill NOK cumulative over 5** years.

b. Contract Base Period.

The performance of service under the Contract shall be effective upon date of award. (planned) **01 Jan 2025 until 31 Dec 2025** (base period).

c. Contract Option Periods.

There are four (4) option periods:

•First option period: from 01 Jan 2026 to 31 Dec 2026;

- •Second option period: from 01 Jan 2027 to 31 Dec 2027;
- •Third option period: from 01 Jan 2028 to 31 Dec 2028;

•Fourth option period: from 01 Jan 2029 to 31 Dec 2029.

d. Option periods are considered a part of this contract. Execution of the option periods might be exercised at the sole discretion of the JWC Contracting Officer and shall be confirmed in writing

60 days prior to expiration of the current year of performance. Execution of the option period is contingent upon available funding, satisfactory Supplier performance, and ongoing/ evolving requirements.

4. DELIVERY OF SERVICE

All Commercial Non-Personal Services under this contract will be primarily performed on-site at JWC. Task Orders under this contract will be based on JWC's Program of Work.

5. COORDINATION OF DELIVERY OF SERVICE

The Contracting Office will contact the Supplier to determine availability. If the Supplier has available support to meet this functional support need, a task order will be made to the agreed timeframe.

(see Part II Section B #9 for timelines)

6. CONTRACTOR DUE DILIGENCE

Suppliers who accept JWC issued contracts, shall, at a minimum serve in a designated capacity for no less than 150 work units from commencement of contract period of performance. TOPRs with performance periods having less than 150 work units in totality shall require contractors to serve a minimum of 50% of estimated performance period. Should a candidate vacate the contract in less time than described, JWC reserves the right to cancel the contract in whole or part. Replacement candidates if acceptable to JWC, shall be reviewed by JWC for compliance, and or JWC would expect companies to perform due diligence in getting signed letters of commitment from potential candidates in advance of submitting them as proposed functional support.

7. PLACE OF PERFORMANCE/ WORK DAYS

JWC shall serve as the habitual residence for performance under this contract. The Supplier is expected to perform the majority of the required work in Stavanger, Norway.

JWC Work Days. Mondays through Fridays with the exception of JWC Holidays, which are specified on the JWC Program of Work. The number of JWC holidays may vary from year to year. JWC Holidays are not paid as no work takes place during these timeframes. Exercise Events take precedence over JWC Holidays. Exercise events that occur over the weekend or on JWC holidays shall be performed for the standard work unit rate.

JWC typically has 3-4 weeks of Summer Block leave, and 2 weeks of Winter Block leave. It is not anticipated that work will be expected to be performed during these periods under this contract.

8. COORDINATION OF TOPR REQUESTS

Task Order Purchase Requests (TOPR)s will be coordinated as soon as requirements can be identified and funding has been allocated.

Under no circumstances may JWC staff, the COTR, or any personnel other than the authorized Contracting Officer enter into any binding commitments with a Third Party.

All functional task orders will be reviewed quarterly between the Contracting Officer and the Requirement owners.

9. TASK ORDERS AND ORDERING PROCEDURES

- a. The Contracting Office shall make TOPR requests by email.
- b. Each Supplier will be given twenty-one (21) calendar days to offer a candidate from the approved candidate list or offer a new candidate to meet the need for functionality service and acceptance.

1. Then JWC has 10 calendar days to review the candidate using the applicable evaluation matrix (if the candidate has not been reviewed already.) Grading Compliant/ Non-Compliant.

2. If the candidate is compliant to the matrix, The contractor has up to 30 calendar days to start the service.

3. If JWC is reviewing a candidate and the candidate is non-compliant in the matrix, JWC will then notify the company of the non-compliance and request a new candidate.

- c. Only "approved candidates" are eligible for task order award. A review of each candidate must be completed by JWC prior to approval for the candidate to start work.
- d. The Task Order locations will normally be Stavanger, Norway unless otherwise indicated on the task order.
- e. Flight Cost (TOFC).

1. All new task orders shall include the candidate's Flight Cost to perform for this service imbedded in the WU cost.

f. Quality Assurance

1. Formal Feedback will be given to the Supplier in the event that a Supplier's employee is unable to perform in the capacity requested. In this instance, if the Supplier is unable to correct such deficiencies, then the employee will disqualify themselves from continuing work under this contract.

2. Formal Feedback will not be given for satisfactory performance.

g. Approval of Candidates

1. Candidates will initially be reviewed during the technical evaluation process prior to award of this contract.

2. Candidates may only be added to the approved list on a necessity basis, if it is in JWC's best interest.

h. Task Order Cancellation

1. If cancellation of a task order occurs prior to start of the task and is based on JWC's convenience, the value of 25 work units or 25% of the total value (whichever is lower) of the PO total cost will be paid in the event of this cancellation. This payment covers the administrative costs and flight costs relating to the cancellation of services.

10. CONTRACTOR MONTHLY REPORTS

Contractors are responsible for monitoring billable work units each month for each function ordered for the month.

Contractors shall submit a report each month that shall include all billable work units and also include a short summary of deliverables performed by each functional support ordered for the month.

This monthly report shall be sent to both the Contracting Officer and the designated COTR for the contract no later than 2 work days after the last day of the month.

11. COTR MONTHLY REPORTS

The Contracting Officer's Technical Representative (COTR) is obligated to provide an independent method of validating billable work units to certify invoices each month. These monthly reports will be sent to the Contractor and the Contracting Officer no later than 3 working days after the last day of the month in order for the Contractor to include this with their monthly invoice.

12. CONTRACTOR TECHNICAL GUIDANCE

Contractor Personnel shall receive technical guidance from the Contracting Officer's Technical Representative (COTR) while executing this SOW. The COTR can recommend to the Contracting Officer (who has final authority) that the contract/SOW can be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical nonperformance. The contractor shall be provided with direction, guidance, access to subject matter experts (SMEs) and support information, as needed through the branch's collaborative production environment.

13. EMERGING REQUIREMENTS CAPABILITY

a. An emerging requirements capability is included to have a contract vehicle in place should circumstances require a quick and temporary increase in contractor personnel (to meet new requirements within the scope of the existing Statement of Work). All contractors shall be prepared to evaluate requirements and submit a price proposal for additional support within the scope of the contract.

b. Surge and Additional Capability proposals will be evaluated by the Contracting Officer for fair and reasonable pricing and should be developed based upon the same pricing structure as the original contract proposal. Emerging requirements will be incorporated by formal contract modification.

c. Requests for pricing do not constitute any commitment by JWC to contract for additional work; contractor will not be reimbursed costs for preparing price proposals for consideration.

d. JWC emerging requirements should not exceed 75% of the annual contract value or 75% of the cumulative contract value and must be within the scope of the original contract.

14. SPECIAL TASKED TRAVEL

Travel by contractors in support of the JWC mission will only be performed when a member of the approved Peacetime Establishment is unable to perform the mission.

Once a requirement for tasked travel has been established, the JWC Contractor Travel Request form must be filled out and approved prior to any travel being conducted. The in-house Travel Office will set the

Transportation Ceiling cost and at that time the contractor may elect to book their transportation with the in-house travel office or through the Supplier.

When the in-house travel office assists to purchase transport tickets, these costs will be reimbursed to the Supplier via invoicing. When transport tickets are purchased through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the Supplier.

Per diem is based on the current NATO daily subsistence allowance, which covers meals, lodging, incidental expenses. This rate varies by location and will adjust to the current exchange rate. Per Diem Reimbursement will only be made at these rate amounts.

Separate Purchase Orders will be made for each Special Tasked Travel requirement and sent to the Contractor for acceptance prior to commencing travel. This additional purchase order shall be invoiced separately upon completion of the tasked travel and verified as completed by the COTR in the monthly COTR report.

15. REMOTE WORKING

- a. TOPR requestors will set expectations with the support contractor regarding their reachability during work hours, contact details, managing assigned tasks and workload.
- b. TOPR requestors shall supply an updated list of contacts to the remote support contractor.
- c. The contractor is responsible for maintaining regular contact with their TOPR requestors to work remotely.
- d. Support contractors are required to be reachable during normal working hours and if required, be available to participate in team/service activities. The contractor should be working remotely from their home residence and not elsewhere.
- e. The contractor should never remotely work with documentation classified above NATO Restricted.
- f. The contractor is responsible for maintaining a viable, safe and secure physical space within their home residence for remote work. There will be no reimbursement for any office equipment such as desks and chairs.
- g. All office equipment needed to work from the home office shall be supplied by the Supplier to include a phone number and email address on which they can be reached. Additionally, the Supplier shall

provide computer hardware/software with access to develop and deliver products utilizing the Microsoft Office suite.

16. REPRESENTATION OF JWC/NATO

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

17. SUPPLIER RESPONSIBILITY FOR SUPPLIER PERSONNEL

The Supplier, and in the case being, the sole proprietor, as the employer of the Supplier Personnel providing Functional and Capability Support 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.

18. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC

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

19. SECURITY

a. **Personnel Clearances** - Contractor personnel shall be responsible for obtaining all needed security clearances prior to starting work at JWC. All Contractors shall have a minimum of a SECRET security clearance as issued by NATO nation or the respective national Department of Defence.

No clearance or waiver to this requirement shall be granted and no Contractor Company shall be assigned without having the needed clearance in place. If the Contractor Company cannot assign personnel with the required SECRET clearance on the start date, the company shall be liable for bid non-compliance or immediate task order termination. The Contractor Company must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The Contractor Company is fully responsible for arranging all work visas.

b. **Security Conditions** – Contractors must adhere to current security conditions at JWC and at other work sites. Contractor personnel shall comply with all local host nation and NATO

security policies and procedures. The possible security classification under this contract may range from not classified through NATO Secret.

c. **Building/ Installation Access-** The Contractors are fully responsible for ensuring that they have all needed individual access badges and documents for appropriate access to JWC.

Electronic Devices- All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (i.e. laptops, cell phones) in JWC and other exercise locations

20. COMPONENT REGULATIONS

- a. Access Regulations
 - 1. JWC will grant access to the relevant facilities to the Supplier, its employees, agents, suppliers or representatives as required for the performance of the contract.
 - 2. The Supplier , in order to get the access, shall comply with JWC regulations and instructions on JWC premises.
 - 3. The Supplier must report and request approval of any new personnel in/at JWC premises to the Contracting Officer for approval.
 - 4. Any temporary passes need to be returned when leaving.
 - 5. The Supplier is fully responsible for ensuring that Supplier personnel have all the needed vehicle passes, individual access badges and documents for appropriate access to the JWC facility.

21. WORK SPACE

JWC will provide working spaces for Contractor Service Personnel. The COTR is responsible for ensuring work space is coordinated.

22. OWNERSHIP OF WORK PRODUCTS

All products created by the Supplier under this contract are to be original and are the property and under copyright of JWC, unless otherwise specifically stated in this contract.

PART III - SECTION A – CONTRACT MANAGEMENT DATA

IFIB-ACT-JWC-24-52

(CONTRACT NO.: ACT-JWC-24-C-0XX)

Part 1 Effective Date and Duration

Part 2 Remuneration and Prices

Part 3 Points of Contacts

2. EFFECTIVE DATE AND DURATION

The contract awarded shall be effective upon date of award. Period of Performance:

Base Year 01-JAN-2025 THROUGH 31-DEC-2025 (Option Year 1) 01-JAN-2026 THROUGH 31-DEC-2026 (Option Year 2) 01-JAN-2027 THROUGH 31-DEC-2027 (Option Year 3) 01-JAN-2028 THROUGH 31-DEC-2028 (Option Year 4) 01-JAN-2029 THROUGH 31-DEC-2029

3. REMUNERATION AND PRICES

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

4. 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:

Ms. Julie Hansen, Contracting Officer Tel: +47 52 87 92 94 E-mail address: julie.hansen@jwc.nato.int

Ms. Andrea Baur-Mathews, Contract Administrator Tel: +47 52 87 92 91 E-mail address:<u>andrea.baur-mathews@jwc.nato.int</u>

The SUPPLIER's POC is:

PART III - SECTION B – STATEMENT OF WORK

IFIB-ACT-JWC-24-52

GEOSPATIAL DELIVERABLE SUPPORT

- Chapter 1 Introduction
 - 1. Scope and General Requirements
 - 2. JWC organizational description
 - 3. Project Parameters
- Chapter 2 Contractual Framework Conditions
 - 1. Type of Contract and Period of Performance
 - 2. Places of Work
 - 3. Qualification Criteria

Chapter 3 Deliverables

- 1. GDO Delivery Management Interface (GDMI)
- 2. Communication and Network
- 3. (Technical) Competence in identified Geospatial Deliverable Outputs (GDO).
- 4. Setting and scenario related products and consultation
- 5. Functional presence
- 6. NATO Security Classification
- 7. Capabilities, Tasking and Production
- 8. Additional Supplier Specifications
- 9. Functional Support Categories

Annex

A. Geospatial Capabilities/Deliverables

Chapter 1 Introduction

1.1. Scope and General Requirements

- 1.1.1. This document specifies the products and corresponding delivery timelines in support of the Joint Warfare Centre's (JWC) NATO high priority exercises, reflected in JWC's Program of Work (POW). JWC's mission is to deliver high value exercises to NATO Command Structure (NCS) and Force Structure (NFS) entities and organizations in accordance with direction and guidance received from Supreme Allied Command Transformation (SACT) as well as Supreme Allied Commander Europe's (SACEUR) Collective Training and Exercise (CT&E) direction and the Military Training Evaluation Plan (MTEP), hereafter referred to as the 'Guidance Documents'. In order to meet these evolving requirements, JWC must develop and deliver a comprehensive exercise setting.¹ and exercise scenarios² on a continuous basis. This, depending on the scale and scope of the respective project, typically requires a lead time of 18 months.
- 1.1.2. NATO's shift to a 360 degree strategic awareness posture, as reflected in the guidance documents, brings with it a renewed emphasis on the dynamic and unpredictable nature of future operations. NATO's core tasks are deterrence and defence, crisis prevention and management, and, cooperative security. Training and exercising these core tasks requires JWC to remain current with the human and technical expertise across all domains in the comprehensive approach. JWC realizes that military means and resources, although essential, are not enough on their own to successfully meet NATOs setting and scenario requirements.
- 1.1.3. The Geospatial Deliverable Support Contract (GDSC) is designed to establish the conditions that enable JWC to develop, deliver, and maintain up-to-date geospatial data, products, information and services necessary to meet all requirements levied in the guidance documents. The GDSC contract is an integral part of JWC's production strategy that enables mission accomplishment by integrating deliverables from trusted non-military providers and the military/exercise management expertise that is resident at JWC.
- 1.1.4. The GDSC contract adopts the Just in Time (JIT) approach to obtaining essential technical expertise and support from non-military providers. The key characteristic of the GDSC concept puts special emphasis on close and active communication channels between JWC and provider, critical to efficient production. With Geo expertise and capabilities managing the on-site production of Geospatial Information³ (GI) and in addition provide responsive access to a wide range of expertise, to provide both on and off-site support, commensurate with the described requirements.
- 1.1.5. The GDSC also works very closely with other service contracts within JWC to enable the delivery of the exercise and the exercise scenarios using data-driven methodologies at a time where JWC is actively enabling data centricity into workflows and processes.

¹ NATO Setting definition:

² NATO Scenario definition:

³ NATO definition: Facts about the earth referenced by geographic position and arranged in a coherent structure. Notes: Geospatial information includes products, data, publications and materials based on topographic, aeronautical, hydrographic, planimetric, relief, thematic, geodetic, and geophysical information, including geo referenced imagery and may be available in either analogue or digital formats

1.2. JWC Organizational Description

- 1.2.1. JWC employs a matrix-management organizational structure with staff Directorates and Divisions comprising the vertical component, and multi-year Exercise programs, led by Program Directors, providing the lateral component. By managing the multi-year Exercise programs, the Program Directors coordinate JWC's contribution and support to NATO's exercise and training program. Ad hoc project teams may also be assembled when necessary to carry out specific niche, emergent, or urgent tasks.
- 1.2.2. The Exercise, Training, and Innovation Directorate (ET&I) coordinates, manages, and delivers JWC's exercise planning, production, and delivery as well as the support to transformational activities. Within ET&I, the Exercise Production Division, Scenario Branch is accountable and responsible for:
 - Accountable for the exercise setting.
 - Accountable for the production of the planning, coordinating, and controlling scenario content development and delivery.
 - Responsible for developing scenario content, documentation, data, and information in support of exercise (specific) aims and training objectives, to include necessary refinements and adjustments induced by the routine exercise process as well as by changes to the requirement profile emanating from the TA or higher HQs – up to the development of completely new (geostrategic) settings and their subsequent scenarios.
 - Responsible for supporting exercise delivery by disseminating setting and scenario content to the relevant training audiences in synchronization with the exercise process steps and required products, providing setting, scenario and subject-matter-expert (SME) related advice to the relevant training audiences throughout the whole exercise process and supporting the exercise execution by augmenting (e.g.) EXCON manning within respective functional areas / SMEs.
- 1.2.3. In general, the provider will be required to develop, produce, deliver, and maintain GI to support new settings and scenarios, and update / review and maintain existing settings and scenarios, to include necessary consultation that complements and supports the work carried out by JWC's Scenario Branch. The ambition is to leverage professional, forward-thinking Provider(s) with the ability to bring creativity, novel design thinking and industry best practices to JWC's business functions of designing, developing, and delivering exercise settings and scenarios, as well as directly supporting the delivery of NATO's Major Joint Exercise Program.

1.3. **Project specific parameters**

- 1.3.1. The main parameters for the GI Capabilities have been defined through a series of documents, but not exhaustive:
 - Military Committee Message (MCM) 0181-2015 on the "Future Development of NATO Exercises" of 2015;
 - "SACEUR's Annual Guidance(s) on Education, Training, Exercises, and Evaluation (SAGE)" 2020, including applicable amendments;
 - COM JWC's Scenario Development Plan, as described in staff order JWC COS 18 / -INT-1068.
 - BI-SC 075-003 Collective Training and Exercises
- 1.3.2. JWC will develop and deliver a seamless and complete GI dataset in order to enable an exercise environment consisting of a single seamless setting, as follows:

- The 360° Multi-Domain Setting (360 MDS) defines the exercise environment in which NATO exercises the Major Exercise Programme. The 360 MDS enables NATO Computer Assisted Exercises / Control Post Exercises (CAX/CPX) primarily at NATO Strategic and Operational level, however the potential, and NATO desire, to exercise at the tactical level may also need to be included.
- The 360 MDS is a combination of: Country Models including relevant supporting information, geospatial information, military orbats of adversaries and non-NATO hosting nations, intelligence information and targeting information. The 360 MDS is near-to-real world, but retains elements of fiction in order to support NATO public messaging.
- 1.3.3. Exercise GI is derived, in the majority, from the NATO Designated Geospatial Information.⁴ (DesGI)dataset that is maintained by the GEOMETOC Branch, SHAPE. JWC liaise with SHAPE for access to the DesGI, and also work closely with the Geo Teams across the NCS and NFS.
- 1.3.4. The 360 MDS and Geo-strategic segments need to be developed in a way that enables their free combination, thus creating a scenario in support of a specific exercise or exercise series. Regardless of source, a significant amount of effort is expended to process GI into NATO standard formats that can be both used by the NCS, the NFS and ingested into MATO Functional Area Systems (FASs).
- 1.3.5. JWC is also accountable and responsible for the archiving and storage of exercise datasets at the conclusion of a specific exercise. These exercise datasets can be requested by NATO Nations and NATO entities for future use. The archiving and storage of exercise GI is undertaken by the GDSC.

⁴ NATO DesGI definition: Geospatial information conforming to a NATO standard and authorised by SACEUR for use in NATO operations

Chapter 2 Contractual Framework Conditions

2.1 Type of Contract and Period of Performance

- 2.1.1 Type of Contract. This is a Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Deliverables Contract in accordance with the General Terms and Conditions; all employer responsibilities for the Provider Personnel performing under this Contract shall lie with the Provider.
- 2.1.2 Period of Performance. The base contract period shall be effective from **01.01.2025 until 31.12.2025** (base year) and includes:
- 2.1.2.1 Support and augment the JWC PE staff;
- 2.1.2.2 Develop and deliver a seamless and complete GI Database for a fictitious world, which encompasses the prioritised NATO AOI;
- 2.1.2.3 Manage, store and present a comprehensive GI dataset in a rigorous, coherent and standardised way, adhering to relevant NATO-standards;
- 2.1.2.4 Validate, store, protect, and process acquired and produced Geo data to ensure the accessibility, reliability, and timeliness of GI provision;
- 2.1.2.5 Refinement of the existing 360 MDS GI in order to support the exercise specification;
- 2.1.2.6 Refinement of the data-driven processes delivered by the JWC Setting Innovation Project;
- 2.1.2.7 Maintain previously generated exercise GI datasets for release on request;
- 2.1.2.8 Deliver pertinent data, information, services and products throughout all phases of the exercise process.
- 2.1.3 Option Periods. Four (4) potential one (1) calendar-year extension option periods are available with this contract. Available options shall be exercised at the sole discretion of the JWC Contracting Officer and shall be confirmed in writing 60 days prior to expiration of the current year of performance. Execution of the option period is contingent upon available funding, satisfactory provider work performance, and on-going/ evolving work requirements.
- 2.1.4 For the duration of the project, four (4) option periods have been identified:
 - Base Period 01 Jan 2025 31 Dec 2025
 - Opt. Year 1 01 Jan 2026 31 Dec 2026
 - Opt. Year 2 01 Jan 2027 31 Dec 2027
 - Opt Year 3 01 Jan 2028 31 Dec 2028
 - Opt Year 4 01 Jan 2029 31 Dec 2029

2.2 Places of Work

2.2.1. JWC places a high value on being able to benefit from a broad spectrum of expertise both on-site and off-site from the Provider's network in order to help ensure the quality and completeness of the products developed and delivered. In line with the best practices developed over the past, the JWC PE staff is accustomed to conducting a wide variety of business through remote collaborative work with colleagues mainly in Europe as well as, to a limited extent, in North America. These two tenets underpin the intended approach to the places of work for the Provider. In developing and delivering products under the GDSC contract, the places of work are summarized as follows:

- 2.2.1.1. JWC NATO SECRET and NATO UNCLASSIFED facilities, including the NATO provided GIS suite (CoreGIS). The majority of the production and presentation requirement is to be fulfilled at NATO SECRET;
- 2.2.1.2. Provider Facilities (as required), including provider internal "home office" arrangements;

- 2.2.1.3. Other NATO or National HQs, Technical Centres;
- 2.2.1.4. Partnership for Peace Nations;
- 2.2.2. Travel:
- 2.2.2.1. <u>Provider Travel</u>: In order to bring Contractor Personnel to JWC, the Supplier should include this cost in the WU rate based on an estimated yearly order of 220 WU per year.
- 2.2.2.2. <u>Special Tasked Travel</u>: It is anticipated that the Provider may be occasionally tasked to travel in support of this contract, within NATO Alliance member nations' boundaries. Because these travel tasks cannot be forecasted at this time, anticipated costs are handled in accordance with Part II Section B per nature of the contract Section 14: Special Tasked Travel.

2.3 Qualification Criteria

- 2.3.1 As a further guide to the specialized nature of GDSC contract work and the significant levels of skills and experience necessary to meet JWC's requirements, a set of basic Supplier and Candidate Criteria is described at the following Chapter 3.8 and 3.9. This criteria shall be considered as compliancy criteria, providing standards expected of the Provider for the development and delivery of products for JWC. As required, more specific criteria, further profiling the overall requirement may be added. In addition, during the anticipated life of the contract, new requirements may warrant development of further functional support categories to enable the fulfilment of deliverables. In such cases, the new measure(s) shall be developed and agreed by the Provider, the Contracting Officer's Technical Representative (COTR), and the Contracting Officer; and incorporated by formal contract modification. Geospatial Deliverable Outputs (GDO) and project-specific criteria will be further defined within the current SOW and if required through the corresponding statements of work.
- 2.3.2 The guidance given below is intended to help ensure a common understanding of the nature of work to be carried out in developing and delivering products, and to contribute to meeting the quality assurance expectations of JWC.

Chapter 3 Deliverables

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

3.1 Geospatial Deliverable Outputs (GDO) Delivery Management Interface (GDMI).

- 3.1.1 GDO Delivery Management Interface (GDMI) describes the framework and necessary interface(s) through which the Company providing the workforce / capability ("Provider") is enabled to deliver supporting products within the respective GDOs in a timely manner and to a standard suited to seamless integration with the work of the JWC. The GDO delivery management function will serve as the platform for the delivery of products, capability and best practices to JWC.
- 3.1.2 The GDO management function will continuously interface with the GDSC COTR for overall contract performance/schedule and contract reporting. This function shall be conducted at JWC, requiring a permanent presence of the representative with a (planning) average of 5 work-units⁵ / week for a minimum of 220 work units/45 weeks per year.
- 3.1.3 Success in delivery of the GDO management function will necessitate an effective and efficient interface and rely on multiple quality factors including, but not limited to, the following:
- 3.1.3.1 Provider and COTR are able to:
 - access and interact via the suitable management function during JWC normal working hours;
 - maintain a daily common operating picture including priorities, quality, scope, progress towards completion of Deliverables, and overall schedule;
 - maintain a monthly common operating picture of contract achievements, completed deliverables, and programmed deliverables in the months ahead.
- 3.1.3.2 Provider is able to provide continuous representation, which shall have an expert knowledge of and experience within the respective subject matter area of expertise (Geospatial Content Thread) and be mandated to:
 - coordinate project specific production and delivery on behalf of the provider;
 - contribute directly to GDO-relevant development and delivery activities as the GDO lead, with sufficient support (on-site, off-site or on call) to cover the required competence as described in Para. 3.3 of this Chapter;
 - following receipt of the draft production & delivery forecast from the COTR facilitate the shaping of an emergent project deliverable in no more than 10 working days;
 - provide timely and temporary limited resource related replacements / surge capability in response to emerging circumstances.

3.2 Communication and Network.

- 3.2.1 It is expected that in conjunction with the GDMI, the majority of production work will be conducted on-site.
- 3.2.2 The Provider shall ensure that off-site staff will be capable of participating in GI production including workflows which incorporate off-site production, cross domain

⁵ Equivalent to a man-day.

data exchange and client or third party hosted web conferences and of hosting such conferences.

3.2.3 The Provider should endeavour to ensure that off-site staff are able to remotely access their NATO UNCLASSIFIED accounts through the JWC provided VDI.

3.3 (Technical) competence in Identified GDOs.

- 3.3.1 As a NATO entity, JWC comprises military and civilian Peacetime Establishment (PE) personnel drawn from the 32 Nations of the Alliance; this PE may further be complemented by contributions from Partnership for Peace (PfP) Nations and other allies. Hence, intrinsically, JWC is a multinational/multicultural workplace in which the staff maintains very high standards of integrity, impartiality, loyalty, accountability, and professionalism. The Provider shall have a documented performance record in working successfully in developing and delivering geospatial web services, and supporting geospatial products, operating in a constrained (security) environment such as a NATO, National, or Commercial equivalent systems, critically using core-GIS associated applications including ESRI GIS, SQL and ERDAS.
- 3.3.2 The Provider shall have a demonstrated ability to deliver high quality products that can offer tangible benefits to the setting and scenario support process within JWC's portfolio. The Provider shall have a record of evident technical competence pertinent to the GDOs identified in the following paragraphs and have the ability to provide continuous representation in JWC.
- 3.3.3 Deliverables in support of the development and delivery of GI, which provided the foundation for the 360 MDS and scenarios are functionally grouped in the following GDOs:
- 3.3.3.1 Deliver effective and efficient content development, delivery and exercise execution support as follows:

 NATO standard Digital Geospatial Information (DGI) to support NCS, NFS, JWC staff, training audiences, exercises and GI databases to support exercise execution and scenario development;

 Management of NATO Strategic & Operational GI on Core-Geospatial Information System (GIS) servers, incl the provision of web map services (WMS) to support of NCS, NFS and JWC staff;

• Develop and deliver workflow, processes and tools to support effective and efficient delivery of products (i.e. scripting or algorithm development).

Consultation (advice and guidance) on Geospatial Matters, GI management and web services.

3.4 Setting and scenario related products and consultation

- 3.4.1 "Products" in the context of this contract include physically tangible objects such as maps, documents, briefings / presentations, databases, etc. In general, they have to be complete, stand-alone, and provide the required depth and scope of information in accordance with the direction and guidance of the Chief Geospatial Officer / Chief Setting.
- 3.4.2 "Consultation" is defined as the provision of advice and assistance to JWC (as ODE⁶), OSE⁷, and OCE⁸ staffs as well as respective training audiences on GI / GDO,

⁶ ODE: Officer Directing the Exercise

⁷ OSE: Officer Scheduling the Exercise

⁸ OCE: Officer Conducting the Exercise

throughout all exercises phases. In order to maintain project-wide cohesion and continuity of messaging, the information flow within the consultation portfolio is coordinated by the Chief Geospatial Officer, who also fulfils the role of Chief Setting.

- 3.4.3 Products are due as per the project-specific delivery forecast for each product/set of products, unless the COTR (Chief Geospatial Officer) for a setting / scenario / exercise specific project specifies otherwise.
- 3.4.4 The Chief Geospatial Officer in JWC may specify alternative formats or copies for a project (e.g. as required through the application of specific functional area services) in addition to the NATO-accredited, standards.
- 3.4.5 The delivery of products includes the timely submission of at least one draft, which JWC will review, accept, or comment on. Following JWC review and comment on the product, the provider shall incorporate JWC input. Due to the complexity of some of the products, a graduated delivery in identified packages might be agreed between the COTR and the Provider.
- 3.4.6 The Provider shall analyse and identify issues, and formulate and provide courses of action for issue resolution. In performing this contract, the Provider will be required to deliver products into JWC's matrix management structure; although the COTR as Chief Geospatial Officer is part of the vertical matrix line, the Provider will primarily be developing and delivering products in support of scenario / exercise specific programs and projects, represented by the delegated project manager.
- 3.4.7 The Provider shall be responsive to evolving requirements that may necessitate adjusting the quality control measures. The COTR and Contracting Officer shall address these changes in a formal review and reach agreement at intervals of not more than six months. All agreed changes will be incorporated by formal contract modification.
- 3.4.8 GDSC contract products shall contribute in part, not fully, to JWC programs. In addition to the contributions made by the GDSC provider and NATO staff, JWC reserves the right to obtain contractual support from sources other than GDSC where to do so is in the best interests of the Alliance. If required and deemed appropriate to provide a satisfactory deliverable, the Provider may be required to collaborate with other providers.
- 3.4.9 The following list provides an overview of anticipated key functional capabilities/deliverables that may be ordered within the portfolio of GDSC. Further details, incl. supported/supporting relations between GDOs with regards to the production, validation, processing, storage, dissemination and visualisation of GI will be provided at the bidders conference based on the Capabilities/Deliverables requirements contained in Annex A:

3.4.9.1 Geospatial Deliverable Output (GDO) 1: Geospatial Information Production:

- Integrated management of GI production, including external to JWC production;
- Data acquisition in coordination with JWC Chief Geospatial Officer and SHAPE OPS J2 GEOMETOC Branch;
- Providers must have shown the capability to develop and deliver products (deliverables) using Standard Automated Data Processing (ADP), Word Processing, Spreadsheets, Graphics presentations and databases. To include:
- Analysis and provision of (hard and soft-copy) geospatial products;
- Vector data processing and modelling in accordance with relevant NATOstandards, maintenance of scenario specific metadata;

- Raster data processing and modelling in accordance with relevant NATO-standards.
- Maintenance of scenario specific metadata;
- Provide alternative formats as per project-specific delivery forecasts for each setting/scenario as agreed beforehand by the COTR;
- Deliver and manage the GI Quality Control & Quality Assurance process, for all exercise GI;
- Dissemination of setting and scenario content to the Training Audiences in synchronization with the exercise process and milestone-plan and required products.

3.4.9.2 **GDO 2: Geospatial Information Management:**

- Validation, storage, protection, and processing of acquired and produced Geo data to ensure the accessibility, reliability, and timeliness of GI provision.
- Provision and maintenance of Core GIS and geospatial web-services to NATO Functional Areas Systems e.g. LOGFAS, TOPFAS, JTS, INTEL FS.
- Set-up, operation and maintenance of Core GIS and geospatial webservices and applications for viewing geospatial reference data.
- Processing of data release requests and delivery of data to entitled entities

3.4.9.3 **GDO 3: Geospatial Transformation & Innovation:**

- Design, develop and demonstrate innovative solutions to improve GI delivery.
- Test and evaluate, in an exercise environment, innovative solutions to deliver geospatially referenced data.
- Contribute to the development and delivery of transformational Geo capabilities, including visions, roadmaps and standards.
- Support and host transformative and innovative Geo activity.
- SME advice on Core GIS and JWC provisioned geospatial services.

3.4.9.4 GDO 4: Geospatial SME Consultation (Advice & Guidance).

- Provision of setting and scenario subject-matter-expert (SME) related advice to the relevant staff and training audiences throughout the whole exercise process.
- Functional Geo support to EXCON during the exercise process.
- SME advice on Core GIS compliancy and JWC provisioned geospatial webservices.

3.4.9.5 **GDO 5: JWC 360 MDS Digital Transformation**

- Design, develop and demonstrate innovative solutions to improve digital transformation in the production of the 360 MDS.

- Design, develop and demonstrate innovative solutions to improve digital transformation in exercise production.
- Support and host transformative and innovative digital transformation to develop data centric ways of working between NATO FAS's.
- Contribute to the development and delivery of transformational data centric capabilities, including visions, roadmaps and standards.

3.5 Functional presence.

- 3.5.1. The Provider will be required to provide an on-site, functional presence in order to deliver the Management Interface element of the GDSC. In order to enable an immediate, competent, and focused capability to related, short-notice requirements, the Provider will be required to provide an on-site, functional presence of GDO-specific SMEs. This includes an on-site Management Interface, baseline GI production, and GI management requirement as specified in Capabilities/Deliverables & Work Allocation (Annex A to this Part of the IFIB).
- 3.5.2 During specified stages and phases of the GI production, transformation and exercise processes, the GDSC supports the JWC by providing Geospatial SQEP related advice to the relevant training audiences and by augmenting the JWC PE staff (e.g. functional support to main planning events). There is a requirement to provide a surge capability with a pre-agreed notice period for geospatial production and transformation/innovation activities.
- 3.5.3. In addition to this, there may be surge requirements for specialist capabilities beyond the Geospatial SQEP baseline. These should include technically focused capabilities, such as, but not exclusively, the following:
- 3.5.3.1 Software development;
- 3.5.3.2 Scripting;
- 3.5.3.3 Data science;
- 3.5.3.4 Web development;
- 3.5.3.5 Data visualization;
- 3.5.3.6 Test & evaluation;
- 3.5.3.7 Agile solution development team skills.
- 3.5.3.8 These capabilities may be provided in a number of ways, which include: via individuals already on-site, individuals who provide ad-hoc on-site support or individuals who provide SME support to on-site staff for a wider remit of capabilities. Access to these capabilities shall occur via request to the Supplier or via the on-site PM.

3.6 NATO Security Classification

3.6.1 Most elements of the 360 MDS are classified at NATO UNCLASSIFIED (NU). However, some elements remain classified at NATO SECRET (NS). Exercise scenarios are a mix of NU and NS, due to the nature of source documentation that is used. Exercises, with JWC as ODE, all take place on classified CIS at SECRET (MISSION or NATO).

- 3.6.2 The JWC GI Server and production software are hosted at NATO SECRET and therefore it is expected that all GI data will be stored at and the majority of GI production will be conducted at NATO SECRET.
- 3.6.3 In order to enable providers to operate within and successfully integrate into the JWC working environment, the respective provider's staff and representatives are required to be formally cleared up to (and including) NATO SECRET. While JWC will provide an annually updated security briefing to the provider, it remains a provider's responsibility to ensure employees' awareness of the updates.
- 3.6.4 Elements of GI production may be generated at NATO UNCLASSIFIED but would need to integrated back into the NATO Secret data set.
- 3.6.5 It is accepted that remote workers may not be formally cleared to NATO SECRET and be able to operate from an external location. The identification of the most efficient place of work is dependent on the respective specifics of the deliverable(s), the supported project, and its respective development / execution phase. This statement of work will identify the capabilities required to deliver the Geospatial outputs. The location of staff (on-site and off-site support), may be split appropriately between deliverables. This split must be clearly outlined in any proposal.

3.7 Capabilities, Tasking and Production

- 3.7.1 JWC Scenario Branch's overarching agenda is primarily driven by a multi-year projected program of work, reflecting parameters and direction from various sources, such as ACT's scenario development plan, CT&E, MTEP, as well as the ensuing exercise-specific project plans. Thus, while most aspects of the GI annual production program may be forecasted with a good degree of certainty, some parts of a program will naturally evolve in increments as previously unknown factors materialize. This aspect of change is an enduring characteristic of JWC's operating environment which must be accounted for in the design and operation of the GDSC Contract. Capabilities that address requirements known to JWC are summarized in Annex A.
- 3.7.2 These capabilities, which enable single or sets of multiple deliverables support the delivery of GI products and requirements. The Provider may provide these capabilities in a combination of ways in order to deliver the most effective service. Capabilities should therefore be delivered via a combination of the following mechanisms:
- 3.7.3 On-Site Capabilities utilising NATO SECRET Geospatial production environment,
- 3.7.4 Off-Site Capabilities utilising Providers facilities,
- 3.7.5 Specialist Capabilities to deliver capabilities, which enable the GDSC, these may be either on-site or off-site,
- 3.7.6 Surge Capability The surge capability requirement is included in order for JWC to have a contract vehicle in place to deliver a temporary increase in Geospatial support in response to unforeseen circumstances.
- 3.7.7 Annex A provides details of the Capabilities/Deliverables in the GDSC. However, an example of the type of products that these capabilities (GDO1/2) are expected to generate is at Table 1. This is not a definitive list but presented as an iterative guide to the initial requirements to enable the generation of a seamless and complete GI Database which enables the development, delivery and maintenance of up-to-date geospatial products, data and services necessary to meet all requirements of a fictitious world consisting of a combination of seamless settings.

Serial Product

1	AOIs
2	Borders
3	Country Names
4	Populated Place Names
5	DGI
6	SGI
7	5 mil Production
8	2 mil Production
9	500K Production
10	250k Production
11	Briefing Products
12	Large Scale Production (1:50,000 & larger)
13	RNC
14	Elevation Data
15	Imagery
16	Air Production
17	Vector Data
18	Mosaics
19	Caches
20	OSM Processing
21	CAX Support
22	FAS Support
23	Geo Web Services
24	Map graphics
25	Cross Country Movement
26	3D Viewsheds
27	Maritime Chart
28	Scripting – eg SQL, Python
29	MOD 2 Release / Update
30	MOD 4 Release / Update
31	MOD 6 Release / Update

Table 1 – Example of GI Products

3.8 Additional Supplier Specifications

- 3.8.1. The Supplier is responsible to provide internal work structure, processes and procedures to provide the Functional Service Categories (as listed in SOW 9) for this contract.
- 3.8.2. The Supplier must be able to provide Geospatial support in the reality of a challenging environment and changing requirements. This includes a process for coping with changing requirements and developing new products.

3.8.3 The Supplier must be able to effectively use the current JWC geospatial capability termed as CoreGIS. This capability is fundamentally driven by Esri software and technology. Additionally, Hexagon provided software is also included within CoreGIS.

3.9 Functional Support Categories

Bidders shall submit (at minimum) the number of candidates requested within each Functional Service (FS) Category (i.e. if three candidates are identified in one FS Category, then the company shall submit at least 3 candidates for that Functional Support Category.) Maximum submission numbers are listed in C-1, Tab 2. CVs are required and should be limited to 5 pages in length using 11 font or higher.

Functional Support Category 1 – GIS Project Manager

Location: ON-SITE: JWC, Stavanger Norway

Number of Candidates: One Candidate

Period of Performance: Base Period: 1 January 2025 – 31 December 2025

Essential Qualifications

- 1. Must currently hold clearance equivalent to NATO Secret.
- 2. Bachelor's Degree in Geography, GIS, Cartography, IT or related field, or equivalent experience and certifications.
 - OR Master's Degree in GIS, Geography, Environmental Science, Engineering, or related field
- 3. Project management certification, eg AGILE PM Practitioner, with a minimum of 5 years' experience.
- 4. Valid NATO Nation passport with no travel restrictions to NATO nations.

Professional Experience

1. GIS Project Management

- a. Proven client relationship management skills.
- b. Strong problem-solving and troubleshooting skills.
- c. Proven ability to communicate clearly and simply with personnel from a range of nations and with varying degrees of technical knowledge.
- d. Proven experience in researching and sourcing and merging datasets from a wide range of providers and sources.
- e. Project Planning: Develop comprehensive project plans that include scope, goals, deliverables, and budget estimates. Define project tasks, resource requirements, and timelines.
- f. Quality Assurance: Ensure that all GIS data, maps, and applications meet quality standards and adhere to best practices.
- g. Resource Management: Manage project resources, including personnel, software, and hardware, to ensure efficient project execution.
- h. Risk Management: Identify potential risks and issues, develop mitigation plans, and take proactive measures to minimize project disruptions.

2. Technical – General

a. 5+ years of experience in GIS with cartographic, analyst, editor, database, or

similar duties.

b. Minimum of 5 years' experience working with a shared, multiuser geodatabase, as well as support for version-based GIS workflows involving simultaneous multiuser editing, distributed geodatabases, and historical archiving.

3. Technical – Software/Scripting

- a. ArcGIS 10.x/Pro/Server
- b. Model Builder
- c. Field Calculator (Python/VB)
- d. Batch files/GDAL/FWTools/Xcopy

4. Technical – Vector

- a. Experienced in the use of data standards (preferably military/DGIWG), standardisation, and data cleansing
- **b.** Knowledge of topological concepts and ArcGIS Topology toolset

5. Technical – Raster

- a. Experienced in advanced raster editing, processing, conversion and compression techniques using ArcGIS, GDAL, FWTools, Photoshop
- b. Experienced in building raster datasets in ArcGIS, including WMS caches, mosaic datasets and overviews.
- c. Knowledge of a wide range of mapping types, series and scales. Preferably military.

6. Technical – Cartography

- a. Good understanding of cartographic principles and design, preferably in a military setting
- b. Experience in bespoke map and graphic design, and ability to do so under time pressure.

7. Technical – GIS Server

- a. Building, publishing, managing and caching of WMS and WFS services in ArcGIS Server.
- b. Generation of scripts to support data interoperability, eg Python, SQL, XML

Requirements Matrix

Contractor's technical proposals will be assessed on the qualifications of the both the company and individuals proposed to perform the work. Individuals' résumés will be measured against each of the criteria specified below in order to ascertain whether the individuals have adequately qualifications to be considered compliant. (JWC reserves the right to conduct technical discussions of nominated candidates). Examples of how detailed knowledge levels were attained are expected. Ultimately Contractor companies shall clearly demonstrate by providing unequivocal reference to where company/candidates meet the criteria set forth in this solicitation (please include page number and specify reference to CV and/or explain in the matrix box).

Compliancy Criteria for Functional CATEGORY 1: GIS Project Manager

<u>Company Name</u>: <u>Proposed Candidate Name</u>: <u>Proposed Candidate's Nationality from a NATO nation (identify if multiple citizenship & nation)</u>:

Note: Each candidate within this category must have their own compliance matrix.

Technical Requirement	Meets?	For each requirement line, please	
		explain how the candidate meets	
	Y/N	the respective Technical	
		Requirement or reference	

	paragraph in CV
 Must currently hold clearance equivalent to NATO Secret from a NATO nation. 	
 Bachelor's Degree in Geography, GIS, Cartography, IT or related field, or equivalent experience and certifications 	
or Master's Degree in GIS, Geography, Environmental Science, Engineering, or related field.	
 Project management certification, eg AGILE PM Practitioner, with a minimum of 5 years' experience. 	
4. Valid NATO Nation passport with no travel restrictions to NATO nations.	
 GIS Project Management (Qualifications listed in Prof. Experience above #1) 	
 Technical – General (Qualifications listed in Prof. Experience above #2) 	
 Technical – Software/Scripting (Qualifications listed in Prof. Experience above #3) 	
 Technical – Vector (Qualifications listed in Prof. Experience above #4) 	
 Technical – Raster (Qualifications listed in Prof. Experience above #5) 	
10. Technical – Cartography (Qualifications listed in Prof. Experience above #6)	
11. 11.Technical – GIS Server(Qualifications listed in Prof. Experience above #7)	

Functional Support Category 2 – GIS Production Technican

Location: ON-SITE: JWC, Stavanger Norway

Number of Candidates: Three (3) Candidates

Period of Performance: Base Period: 1 January 2025 – 31 December 2025

Essential Qualifications

- 1. Must currently hold clearance equivalent to NATO Secret.
- 2. Bachelor's Degree in Geography, GIS, Cartography, IT or related field, or equivalent experience and certifications.
 - a. OR Master's Degree in GIS, Geography, Environmental Science, Engineering, or related field.
- 3. Valid NATO Nation passport with no travel restrictions to NATO nations.

Professional Experience

1. Technical – Software/Scripting

- a. ArcGIS 10.x/Pro/Server
- b. Model Builder
- c. Field Calculator (Python/VB)
- d. Batch files/GDAL/FWTools/Xcopy

2. Technical – Vector

- a. Experienced in the use of data standards (preferably military/DGIWG), standardisation, and data cleansing
- b. Knowledge of topological concepts and ArcGIS Topology toolset

3. Technical – Raster

- a. Experienced in advanced raster editing, processing, conversion and compression techniques using ArcGIS, GDAL, FWTools, Photoshop
- b. Experienced in building raster datasets in ArcGIS, including WMS caches, mosaic datasets and overviews.
- c. Knowledge of a wide range of mapping types, series and scales. Preferably military.

4. Technical – Cartography

- a. Good understanding of cartographic principles and design, preferably in a military setting
- b. Experience in bespoke map and graphic design, and ability to do so under time pressure.

5. Technical – GIS Server

a. Building, publishing, managing and caching of WMS and WFS services in ArcGIS Server.

6. Technical – General

- a. 3+ years of experience in GIS with cartographic, analyst, editor, database, or similar duties.
- b. Experience in researching and sourcing and merging datasets from a wide range of providers and sources.
- c. Experience working with a shared, multiuser geodatabase, as well as support for version-based GIS workflows involving simultaneous multiuser editing, distributed geodatabases, and historical archiving.

7. General

- a. Strong problem-solving and troubleshooting skills.
- b. Able to communicate clearly and simply with personnel from a range of nations and with varying degrees of technical knowledge.

Compliancy Criteria for Functional CATEGORY 2: GIS Production Technician

<u>Company Name</u>: <u>Proposed Candidate Name</u>: <u>Proposed Candidate's Nationality from a NATO nation (identify if multiple citizenship</u> <u>& nation</u>):

Note: Each candidate within this category must have their own compliance matrix.

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Technical Requirement	Meets? Y/N	For each requirement line, please explain how the candidate meets the respective Technical Requirement or reference paragraph in CV
1. Must currently hold clearance		
equivalent to NATO Secret.		
2. Bachelor's Degree in Geography, GIS, Cartography, IT or related field, or equivalent experience and certifications		
or Master's Degree in GIS, Geography, Environmental Science, Engineering, or related field.		
3. Valid NATO Nation passport with no travel restrictions to NATO nations.		
4. Technical – Software/Scripting (Qualifications listed in Prof. Experience above #1)		
5. Technical – Vector (Qualifications listed in Prof. Experience above #2)		
6. Technical – Raster (Qualifications listed in Prof. Experience above #3)		
7. Technical – Cartography (Qualifications listed in Prof. Experience above #4)		
8. Technical – GIS Server (Qualifications listed in Prof. Experience above #5)		
9. Technical – General (Qualifications listed in Prof. Experience above #6)		
10. General (Qualifications listed in Prof. Experience above #7)		

Location: ON-SITE: JWC, Stavanger Norway

Number of Candidates: One (1) Candidate

Period of Performance: Base Period: 1 January 2025 – 31 December 2025

Essential Qualifications

- 1. Must currently hold clearance equivalent to NATO Secret.
- 2. Bachelor's degree in either information systems or computer science.
 - OR Master's degree in either information systems or computer science.
- 3. Valid NATO Nation passport with no travel restrictions to NATO nations.

Professional Experience

1. General

- a. Proven client relationship management skills.
- b. Strong problem-solving and troubleshooting skills.
- c. Proven ability to communicate clearly and simply with personnel from a range of nations and with varying degrees of technical knowledge.
- d. Proficiency in managing specific database systems or software programs (e.g., Microsoft, IBM, Oracle, Altibase).
- e. Complete understanding of SQL. Familiarity with Microsoft SQL, Oracle Database, and IBM's DB2 is essential.

2. Technical – Software/Scripting

- a. SQL, Python, XML, etc
- b. Field Calculator (Python/VB)
- c. Batch files/GDAL/FWTools/Xcopy
- 3. Technical Vector
 - a. Understanding of GIS vector data formats.
- 4. Technical Raster
 - a. Understanding GIS raster data formats.

5. Technical – GIS Server

- a. Understanding of GIS Server, including building, publishing, managing and caching of WMS and WFS services in ArcGIS Server.
- b. Generation of scripts to support data interoperability, eg Python, SQL, XML

Requirements Matrix

Compliancy Criteria for Functional CATEGORY 3: Database Administrator

<u>Company Name</u>: <u>Proposed Candidate Name</u>: <u>Proposed Candidate's Nationality from a NATO nation (identify if multiple citizenship</u> <u>& nation)</u>:

Note: Each candidate within this category must have their own compliance matrix.

Technical Requirement Meets? Fo	or each requirement line, please
---------------------------------	----------------------------------

	Y/N	explain how the candidate meets the respective Technical Requirement
1. Must currently hold clearance equivalent to NATO Secret.		
2. Bachelor's degree in either information systems or computer science.		
or Master's degree in either information systems or computer science.		
3. Valid NATO Nation passport with no travel restrictions to NATO nations.		
4. General (Qualifications listed in Prof. Experience above #1)		
5. Technical – Software/Scripting (Qualifications listed in Prof. Experience above #2)		
 Technical – Vector (Qualifications listed in Prof. Experience above #3) 		
7. Technical – Raster(Qualifications listed in Prof. Experience above #4)		
 Technical – GIS Server (Qualifications listed in Prof. Experience above #5) 		

Annex A-0 - BID SUBMISSION FORM

One signed original of this tender submission form must be supplied in the Administrative Package as A-0.

1. The bid is submitted and prepared on behalf of the legal corporate entity specified below:

Full name(s) of legal entity or entities submitting this bid:	
Division (if applicable):	
Official postal address:	
Country ₁ :	

2. CONTACT PERSON for this bid (to act as focal point for all communication which may take place between JWC and the Bidder)

Name:	
Organization:	
Address:	
Telephone:	
Fax:	
e-mail:	

¹ Country in which the legal entity is registered.

3. STATEMENT

I, the undersigned, being the authorised signatory of the above Bidder, hereby declare that we have examined and accept without reserve or restriction the entire contents of the bidding specifications for the bidding procedure referred to above.

ENVELOPE A – ADMINISTRATIVE DATA (section 11(a) of the bidding instructions)	Our bid is made up of the following documents (please put a tick or cross when supplied)
> The duly filled in, signed and dated The Compliance Statement (Annex A-1)	
> The duly filled in, signed and dated The Certificate of Legal Name of Bidder (Annex A-2)	
> The duly filled in, signed and dated The Certificate of Independent Determination (Annex A-3)	
> The duly filled in, signed and dated The Certificate of Bid Validity (Annex A-4)	
> The duly filled in, signed and dated The Certificate of Exclusion of Taxes and Charges (Annex A-5)	
> The duly filled in, signed and dated The Certificate of Authorization to Perform (Annex A-6)	

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ENVELOPE B – TECHNICAL PROPOSAL (submitted in Technical Package) (section 11(b) of the bidding instructions)	
 Company Compliance Evaluation (Annex B-1- JWC Fill in Format) 	
 Functional Support Candidate List (Annex B-2 Supplier Compiled) 	
ENVELOPE C – FINANCIAL PROPOSAL (submitted in a separate, sealed envelope) (section 11(c) of the bidding instructions)	
The financial proposal based on the format found in:	
Financial Proposal(Annex C-1)	

This bid is subject to acceptance within the validity period stipulated in section **11** of the Bidding Instructions.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE

A-1 COMPLIANCE STATEMENT

compliant with the Statement of Work Ŧ <u>N</u> hereby stated Bidding Instructions, General Provisions and as contained in Part I, II and III of this document, with: that our bid đ IFIB-ACT-JWC-24-52 <u>.</u>. fully and

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The following exception(s):

Part	Paragraph	Description of Deviation

Name	Signature:	Company:	Date:
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Title:			

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Bid Reference: IFIB-ACT-JWC-24-52

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A-2 CERTIFICATE OF LEGAL NAME OF BIDDER

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

Company	
Title	
Signature of Authorized Representative	Date
	TELEPHONE:
	POSITION:
	NAME:
	ALTERNATIVE POINT OF CONTACT:
	TELEPHONE:
	POSITION:
	NAME:
	THIS BID:
	POINT OF CONTACT REGARDING
	E-MAIL ADDRESS:
	OFFICIAL MAILING ADDRESS:
	SUB DIVISION (IF APPLICABLE): -
	FULL NAME OF CORPORATION:

A-3 CERTIFICATE OF INDEPENDENT DETERMINATION

- <u>~</u> Each Bidder shall certify that in connection with this procurement:
- <u>ם</u> communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor; This Bid has been arrived at independently, without consultation,
- ō and award, directly or indirectly to any other Bidder or to any competitor, The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to
- 0 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.

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

<u>a</u> participate in any action contrary to 1(a) through 1(c) above, and as in certifying that such persons have not participated, and will not writing to act as agent for the persons responsible for such a decision that organization for the bid but that they have been authorized in They are not the person in the Bidder's organization responsible within 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	
Company	Title	Signature of Authorized Representative	

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 for 120 days after the proposal has been received.

	Date	
Title	Signature of Authorized Representative	

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
Title	Signature of Authorized Representative

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 regulations of Norway during performance of this contract; and that no any, will fully comply with all the laws, decrees, labour standards and if any, have obtained all necessary licenses and permits required in connection with the contract; that SUPPLIER and sub-contractors, if to operate and do business in Norway; SUPPLIER and sub-contractors, perform will be made upon JWC. claim for additional moneys with respect to any authorizations to
- Ņ them, to perform all non-personal service activities The Supplier has adequate financial resources, or the ability to obtain
- ω All effort by the Supplier and sub-contractors, if any, related to this SOW, will be performed by NATO Nationals with the required security clearances.
- 4 body. The Supplier, involved Supplier personnel and sub-contractors, if any, have not been suspended or debarred from contract work at any NATO

		Date
Company	Title	Signature of Authorized Representative

BIDDERS INFORMATIONAL MEETING REGISTRATION FORM

Only 2 POCs per cor	2.	1	List of the representa	Company Name:	Location:	Time: 1	WSS Date:	
Only 2 POCs per company will be allowed.	2		List of the representatives attending (Full Name, Nationality, and Date of Birth):		Joint Warfare Centre, Eikesetveien 29, Stavanger Norway 4068	13:00 p.m. Central European Time (CET)	12 June 2024	

minutes earlier to obtain an entrance pass (Please note that mobile phones and laptops/ All representatives should plan on arriving at the reception desk at least 30 iPads cannot be carried at JWC facilities).

If a company representative is unable to attend, meeting minutes will be posted

on www.jwc.nato.int under solicitation # IFIB-ACT-JWC-24-52.

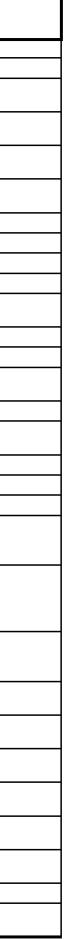
SIGNATURE OF AUTHORIZED REPRESENTATIVE
NAME AND TITLE
COMPANY
DATE

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				GDO	Coordiı	nation		Year 1	Year 2	Year 3	Year 4	Year 5	
GDO	Capabilites / Products	Purpose	1	2	3	4	5	Work	Work	Work	Work	Work	Remarks
					-		-	Units (%)	Units (%)	Units (%)	Units (%)	Units (%)	
	The GDO delivery management function will serve as the platform for the delivery of products, capability and best practices to JWC Enable the delivery of GI products in a timely	general support		1	<u> </u>								
	manner and to a standard suited to seamless integration with the work of the JWC	general support											
GDO	Provide an interface with the COTR for overall contract performance/schedule	general support											
Delivery Management interface (GDMI)	Provide a suitable management function to allow access and interaction during JWC working hours	general support		e capal an on-s									
/ Ma (G	Maintain a daily common operating picture	general support		rface. A s are re	-								including priorities, quality, scope, progress towards completion of Deliverables, and overall schedule
nag DMI	Maintain a monthly common operating picture	general support	120 v	inous r vork ur	its are	allocat	ed to	9	9	9	9	9	contract achievements, completed deliverables, and programmed deliverables in the months ahead
emen)	Coordinate project specific production and delivery	general support		l capab cpected in		incorpo							
t inte	Contribute directly to GCT-relevant development and delivery activities	general support											
rface	Enable the provision of sufficient support / competences (on-site, off-site or on-call) to deliver GI outputs	general support											
	Facilitate the shaping of an emergent project	general support											
	Provide timely and temporary limited resource related replacements / surge capability in response to emerging circumstances	general support											
	Provide continuous representation	general support											expert knowledge of and experience within the resp subject matter area of expertise

Annex A to Part III, Section B of IFIB-ACT-JWC-19-XX



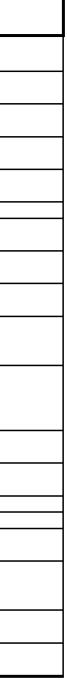
Remarks



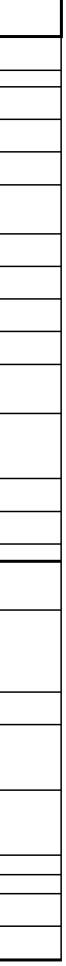
				GDO	Coordi	nation		Year 1	Year 2	Year 3	Year 4	Year 5	
GDO	Capabilites / Products	Purpose	1		3	4	5	Work	Work	Work	Work	Work	Remarks
			-	2	-	-		Units (%)					
	Storage of acquired and produced Geo data Processing of acquired and produced Geo	strat / oper delivery	S	X	S	Q	Q						
	data	strat / oper delivery	S	x	S	Q	Q						
	Protection of acquired and produced Geo	strat / oper delivery	S	Х	S	Q	Q						
	Provide alternative formats as per project- specific requirements	multi	s	x	s	Q	Q						
	Maintain setting and scenario specific metadata	general support	s	x	Q	Q	s						
	Dissemination of setting and scenario	general support	S	X	Q	Q	S						
	Process and deliver data release requests	general support	S	х	Q	Q	Q						
	Provide and maintain core GIS and geospatial web-services to Functional Areas Systems	general support	s	x	s	s	Q						
	Set-up, operate and maintain core GIS and geospatial web-services and applications (e.g. NCOP) for viewing geospatial reference data	general support	s	x	s	s	Q						
Ge	SME advice on core GIS and JWC provisioned geospatial services.	knowledge development	s	x	s	s	Q						
Geospatial Information Management GDO 2	Integrated management of External GI production	general support	х	s	Q	Q	Q						
tial Ir	Data acquisition in coordination with SHAPE GEO Support Branch	strat / oper delivery	х	s	Q	Q	Q						
Iform GE	Analysis and provision of (soft-copy) geospatial products	strat / oper delivery	x	s	s	Q	Q						
natior)O 2	Analysis and provision of (hard-copy) geospatial products	strat / oper delivery	х	s	Q	Q	Q	34	34	34	34	34	
S	Vector data processing and modelling	strat / oper delivery	х	S	S	Q	S						
ana	Raster data processing and modelling	strat / oper delivery	х	S	S	Q	Q						
age	validation of acquired and produced Geo	strat / oper delivery	Х	S	S	Q	Q						
me	bevelop and deliver any additional G	strat / oper delivery	Х	S	Q	Q	Q						
ent	Deliver and manage the GI Quality Control & Quality Assurance process	strat / oper delivery	х	s	s	s	Q						
	Input to JWC Workshop(s)	strat / oper planning	х	S	S	S	S						
	Design, develop and demonstrate solutions to improve geospatially referenced data delivery	multi	s	s	x	s	Q						
	Test and evaluate innovative solutions to deliver geospatially referenced data	multi	s	s	x	s	s						
	Contribute to the development and delivery of transformational Geo capabilities	multi	s	s	x	s	S						
	Support transformative and innovative Geo activity	multi	s	s	x	s	s						
	Support JWC's hosting transformative and innovative Geo activity	multi	S	s	x	s	s						
	Provision of setting and scenario and subject- matter-expert (SME) related advice	knowledge development	s	s	s	x	S						
	Provide functional Geo support	general support	S	S	S	х	Q						
	SME advice on core GIS compliancy and JWC provisioned geospatial web-services	knowledge development	S	S	S	x	Q						



				GDO	Coordi	nation		Year 1	Year 2	Year 3	Year 4	Year 5	
GDO	Capabilites / Products	Purpose						Work	Work	Work	Work	Work	Remarks
			1	2	3	4	5	Units (%)					
	to improve geospatially referenced data	multi	S	s	x	S	s						
	Test and evaluate innovative solutions to deliver geospatially referenced data	multi	s	s	x	S	s						
	Contribute to the development and delivery of transformational Geo capabilities	multi	S	s	x	s	s						
	Support transformative and innovative Geo activity	multi	S	s	x	s	s						
Geo	Support JWC's hosting transformative and innovative Geo activity	multi	s	s	x	s	s						
ds	Storage of acquired and produced Geo data	strat / oper delivery	S	Х	S	Q	Q						
atial	Processing of acquired and produced Geo data	strat / oper delivery	s	x	s	Q	Q						
Infoi	Protection of acquired and produced Geo data	strat / oper delivery	s	x	s	Q	Q						
Geospatial Information	Provide alternative formats as per project- specific requirements	multi	s	x	s	Q	s						
on Trai GDC	Provide and maintain core GIS and geospatial web-services to Functional Areas Systems	general support	S	x	s	S	Q	5	5	5	5	5	
Transformation GDO 3	Set-up, operate and maintain core GIS and geospatial web-services and applications (e.g. iGeoSit) for viewing geospatial reference data	general support	s	x	S	s	Q						
on &	SME advice on core GIS and JWC provisioned geospatial services.	knowledge development	s	x	s	s	s						
Innovation	Analysis and provision of (soft-copy) geospatial products	strat / oper delivery	х	s	s	Q	Q						
Va	Vector data processing and modelling	strat / oper delivery	Х	S	S	Q	Q						
tio	Raster data processing and modelling	strat / oper delivery	Х	S	S	Q	Q						
Ē	Validation of acquired and produced Geo data	strat / oper delivery	х	s	s	Q	Q						
	SME advice on testing and experimentation of CoreGIS within an experimentation environment	knowledge development	s	S	S	x	S						
	Deliver and manage the GI Quality Control & Quality Assurance process	strat / oper delivery	х	s	s	s	Q						
	SME advice on core GIS compliancy and JWC provisioned geospatial web-services	knowledge development	S	S	S	x	Q						



				GDO	Coordii	nation		Year 1	Year 2	Year 3	Year 4	Year 5	
GDO	Capabilites / Products	Purpose	1	2	3	4	5	Work	Work	Work	Work	Work	Remarks
	Drevision of actions and according and authinst		'	-	v	7	Ŭ	Units (%)					
	Provision of setting and scenario and subject- matter-expert (SME) related advice	knowledge development	S	s	S	х	S						
	Provide functional Geo support	general support	S	S	S	Х	Q						
	SME advice on core GIS compliancy and	knowledge	s	s	s	х	Q						
	JWC provisioned geospatial web-services	development	•	Ŭ	•	~	<u> </u>						
	additional functional on-site Presence personnel	general support	S	S	S	х	Q						
	additional functional on-site Presence days, per person	general support	s	s	s	х	Q						
Geospatial SME GDO	Design, develop and demonstrate solutions to improve geospatially referenced data delivery	multi	s	s	x	s	s						
patia	Test and evaluate innovative solutions to deliver geospatially referenced data	multi	s	s	x	S	s						
I SM	Contribute to the development and delivery of transformational Geo capabilities	multi	S	s	x	S	s	5	5	5	5	5	
E Co 4	Support transformative and innovative Geo activity	multi	s	s	x	S	s	5	5	5	5	5	
nsult	Support JWC's hosting transformative and innovative Geo activity	multi	s	s	x	S	s						
Consultation	Provide and maintain core GIS and geospatial web-services to Functional Areas Systems	general support	s	x	s	S	Q						
	Set-up, operate and maintain core GIS and geospatial web-services and applications (e.g. NCOP) for viewing geospatial reference data	general support	s	x	s	s	Q						
	SME advice on core GIS and JWC provisioned geospatial services.	knowledge development	S	х	S	S	Q						
	Deliver and manage the GI Quality Control & Quality Assurance process	strat / oper delivery	x	s	S	S	Q						
	Input to JWC Workshop(s)	strat / oper planning	Х	S	S	S	S						
ے	Design, develop and demonstrate solutions to deliver data centric methodologies to improve delivery of the 360 MDS	knowledge development	Q	Q	S	S	s						
JWC 360 MDS	SME advice on data management and data translation between disperate NATO FAS's to support 360 MDS delivery and digital transformation of exercise scenario production	knowledge development	Q	Q	Q	S	s						
	Maintain the JWC 360 MDS digital transformation SQL DB	strat / oper delivery	q	Q	q	s	s						
Transformation and Innovation GDO 5	Update and refine SQL scrips, processes and associated tasks to reflect changes within the NATO FAS spiral development programmes	strat / oper delivery	Q	Q	Q	S	s	12	12	12	12	12	
ion and Ir	Provide a database administrator function to maintain data centricity and currency of SQL scripts within the 360 MDS Setting SQL DB	strat / oper delivery	q	Q	q	S	S						
onr	Process and deliver data release requests	general support	S	Х	Q	Q	Q						
vat	Input to JWC exercise workshop(s)	strat / oper planning	Х	S	S	S	S						
tion	Provision of setting and scenario and subject- matter-expert (SME) related advice	knowledge development	S	s	S	X	s						
	Provide alternative formats as per project- specific requirements	multi	S	x	S	Q	S						



				GDO	Coordi	nation		Year 1	Year 2	Year 3	Year 4	Year 5	
GDO	Capabilites / Products	Purpose	1	2	3	4	5	Work Units (%)	Remarks				
Specialist Capabilites	the Geospatial SQEP baseline. These should include technically focused capabilities.e.g. Software development, Scripting, Data Science, Web Development, Data visualisation, Test & evaluation and	general support	S	s	s	s	s						

X = supported GDO S = supporting GDO Q = no role Annex A to Part III, Section B of IFIB-ACT-JWC-19-XX

The Technical Criteria and Evaluation Form (Annex B-1)

Pricing itself must not be listed in this section. Each question must be answered thoroughly as described in order to receive a passing score. A failure on any question will render the bidder as not technically compliant.

1. A description / lay-out of the provider's internal work structure(s) and main processes and procedures applied to provide the Functional Service Categories (as listed in SOW 3.9) for this contract;

Grading criteria-

PASS- Response displays adequate compliance with and understanding of the requirement. FAIL- Response does NOT display adequate compliance with and understanding of the requirement.

Answer:

- An outline plan for the production, staffing and delivery of Geo services and products. This should include a description of how the process will unfold when providing Geo support in the reality of a challenging environment and changing requirements. This description should include the following:
 - 2.1. An outline production plan;
 - 2.2. Expected staffing levels and locations;
 - 2.3. External work sites and facilities;
 - 2.4. Expected Geo services and products;
 - 2.5. Process for coping with changing requirements;
 - 2.6. Process for developing new products.
 - 2.7. Extant Business & partnerships with geospatial vendors, primarily Esri and Hexagon

Grading criteria-

PASS- Response displays adequate compliance with and understanding of the requirement. FAIL- Response does NOT display adequate compliance with and understanding of the requirement.

Answer:

3. Provide a description of the specialist capabilities (SOW 3.5.3.1-.8), which includes the level of availability and expected notice period. This description should include how these capabilities could be delivered;

Grading criteria-

PASS- Response displays adequate compliance with and understanding of the requirement. FAIL- Response does NOT display adequate compliance with and understanding of the requirement

Answer:

4. Past Performance* - Provide evidence of at least one experience from a previous project/engagement, which demonstrates the Supplier's ability to design, develop, and deliver innovation and the Supplier's approach to it;

Grading criteria-

PASS- Response displays an ability to design, develop, and deliver R&D solutions. FAIL- Response does NOT display an ability to design, develop, and deliver R&D solutions.

Answer:

*Past Performance must have been performed by the Supplier Company, not just the employees proposed.

5. Past Performance* - Provide evidence of at least one experience in developing and delivering geospatial web services, and supporting geospatial products, outlining how the bidder operated in a constrained (security) environment such as a NATO, National, or Commercial equivalent system;

Grading criteria-

PASS- Response displays adequate experience in developing and delivering geospatial web services and supporting geospatial products, outlined how the bidder operated in a NATO, National equivalent or commercial environment.

FAIL- Response does NOT display adequate experience in developing and delivering geospatial web services and supporting geospatial products, and/or did not outline how the bidder operated in a NATO, National, or commercial equivalent system.

Answer:

Please Respond to this Question on the Question 5 Past Performance Form

*Past Performance must have been performed by the Supplier Company, not just the employees proposed.

PAST PERFORMANCE INFORMATION FORM for Question 5 for Annex B-1

PAST PERFORMANCE DATA

(a) Contracting Entity (client):

(b) Contract No:

(c) Type of Contract (Firm Fixed Price, IDIQ, Requirements):

(d) Title of Contract:

(e) Provide evidence of at least one experience in developing and delivering geospatial web services, outlining how the bidder operated in a constrained environment such as a NATO, National, or Commerical equivalent system:

(f) Contract amount and currency:

(g) Period of Performance:

(h) Name, Address, e-mail and Telephone No. of the Contracting Entity (client):

(i) Indicate Whether Acted as Prime or Sub-contractor:

(j) Comments regarding compliance with contract terms and conditions:

(k) Permission to contact Contracting Entity (client) for reference: Yes/ No

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE

Functional Support C-1 Bidding Form - Tab 1	COMPANY NAME						
	Pricing	Work Unit Rate	Work Unit Rate	Work Unit Rate	Work Unit Rate	WU	Evaluated Cost for Award
	for Base Year	for Option Year 1	for Option Year 2	for Option Year 3	for Option Year 4	Amount	
Support Area 1 - Functional Support Categories							
1. GIS Project Management	kr 1,000.00	kr 1,000.00	kr 1,000.00	kr 1,000.00	kr 1,000.00	220	kr 1,100,000.00
2. GIS Production Technician	kr 1,000.00	kr 1,000.00	kr 1,000.00	kr 1,000.00	kr 1,000.00	220	kr 1,100,000.00
3. Database Administration	kr 1,000.00	kr 1,000.00	kr 1,000.00	kr 1,000.00	kr 1,000.00	220	kr 1,100,000.00
					Total E	valuated Cost:	kr 3,300,000.00

All prices must be in NOK and exclusive of value added tax. The prices shall remain fixed and firm for the duration of the contract.

Signature of Authorized Representative	Name and Title	Company	Date

Notes:

Work Unit includes a fully burdened WU and all associated costs. The quoted rate must be "all-inclusive" [i.e. including but not limited to any travel required by the Company to get workers onsite, per diem/subsistence allowance, accommodation, local transport etc.] based on a Monday-Friday schedule

The evaluated cost for award is Base Year WU + Option Year 1 WU+ Option Yr 2 WU + Option Yr 3 WU + Option Yr 4 WU multiplied by 220 for each Function Service Line, and the Sum of the 3 lines equals the total evaluated cost for award

This example page is for illustrative purposes only. The numbers do not reflect accurate estimates on pricing.

NATO UNCLASSIFIED

	Minimum Candidates to submit**
Support Area 1 - Functional Support Categories	
1. GIS Project Management	1
2. GIS Production Technician	3
3. Database Administration	1

Notes:

*If more candidates are submitted than what is allowed, the first two or four submitted will be revie

**If not enough candidates are submitted or the Supplier does not have enough passing candidates

Maximum Candidates that can be submitted*				
2				
4				
2				

ewed by JWC

to meet the minimum order, the Supplier will not be technically compliant.