NCIA/ACQ/2023/07313
25 September 2023

To	:	See Distribution List

Subject : **BOA PLUS INVITATION FOR BID – IFB-CO-115759-DAMS-WCM AMENDMENT 5**

Provision of DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM)

Revised IFB documents

Extension of the Bid Closing Date

Reference(s) :
  A. BC-D(2018)0004-FINAL BC Budget Procurement Guidance dated 16 January 2018
  B. NCIA/ACQ/2023/06936 - NOI-IFB-CO-115759-DAMS-WCM dated 02 June 2023
  C. NCI Agency Invitation for Bids (IFB), NCIA/ACQ/2023/07137 dated 20 July 2023
  D. IFB-CO-115759-DAMS-WCM Amd 1 – Clarification Request Release 1 dated 27 July 2023
  E. IFB-CO-115759-DAMS-WCM Amd 2 – Clarification Request Release 2 dated 11 Aug 2023
  F. IFB-CO-115759-DAMS-WCM Amd 3 – Clarification Request Release 3 dated 17 Aug 2023
  G. IFB-CO-115759-DAMS-WCM Amd 4 – Clarification Request Release 4 dated 28 Aug 2023

Dear Sir/Madam,

1. The purpose of this Amendment 5 to IFB-CO-115759-DAMS-WCM is to re-open the IFB and provide all Prospective Bidders with the revised IFB documents.

2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS IFB IS <u>14:00 HOURS</u> (BRUSSELS LOCAL TIME) ON MONDAY, 6 NOVEMBER, 2023.**

3. The following aspects of the IFB have been amended:

    a. Price Ceiling has been removed
    b. Availability requirement of the service is reduced from 99.999% to 99.99%
    c. The DAMS data extraction from the current solution executed by the Purchaser and provided to the Contractor upon Effective Date of Contract
    d. Liability has been limited to the total contract value.

  e. The requirement for a static archive of the old website has been removed
  f. The payments schedule has been amended
  g. Evaluation weighting has been amended to 50% price and 50% technical

4. By virtue of this Amendment 5, attached Book I Bidding Instructions, administrative certificates, Bidding Sheets, Book II Contract Special Provions and Statement of Work (with track changes for your convenience) replace and supersede previous versions issued in the context of IFB-CO-115759-DAMS-WCM.

5. Prospective Bidders are requested to complete and return the enclosed "Acknowledgement of Receipt" at Attachment A within 7 days of receipt of this IFB, informing the NCI Agency of their intention to bid or not to bid. Companies are not bound by their initial decision, and should a firm decide to reverse its stated intention at a later date, it is requested to advise the NCI Agency via e-mail.

6. The reference for this IFB is IFB-CO-115759-DAMS-WCM. All correspondence related to this IFB shall reference this number.

7. The Contracting Officer responsible for this solicitation is Mrs. Lise Vieux-Rochat, all correspondence regarding this IFB should solely be addressed to IFBCO115759DAMSWCM@ncia.nato.int.

8. Except, provided herein, all other terms and conditions of the IFB documents remain unchanged.

FOR THE CHIEF OF ACQUISITION:

         Lise Vieux-Rochat
         Senior Contracting Officer

Attachment(s): IFB-CO-115759-DAMS-WCM

    A. Acknowledgement of Receipt

    B. Book I – Bidding Instructions, Certificates and Bidding Sheets

    C. Book II – Prospective Contract

       • Part II Contract Special Provisions

       • Part IV Statement Of Work and annexes

NCIA/ACQ/2023/07313

Distribution List for IFB-CO-115759-DAMS-WCM Amdt 5

Bidders List

NATO Delegations (Attn: Infrastructure Adviser)

Embassies in Brussels (Attn: Commercial Attaché)

NCI Agency – All NATEXs

NCI Agency Internal Distribution (not disclosed)

NCIA/ACQ/2023/07313

ACKNOWLEDGEMENT OF RECEIPT OF
INVITATION FOR BID
IFB-CO-115759-DAMS-WCM
AMENDMENT 5

PLEASE COMPLETE AND RETURN WITHIN 7 DAYS AFTER RECEIPT OF THE IFB AMD 5

(VIA EMAIL TO IFBCO115759DAMSWCM@ncia.nato.int)

We hereby advise that we have received the Invitation For Bid IFB-CO-115759-DAMS-WCM on ...., together with all the enclosures.

<u>CHECK ONE</u>

☐ AS OF THIS DATE AND WITHOUT COMMITMENT ON OUR PART WE DO INTEND TO SUBMIT A BID.

☐ WE DO NOT INTEND TO SUBMIT A BID

☐ WE ARE REVIEWING THE REQUIREMENTS OF THE IFB AND WILL NOTIFY YOU OF OUR DECISIONAS SOON AS POSSIBLE.

SIGNATURE...

PRINTED NAME ....

TITLE …………………………………..

COMPANY………………………………….

ADDRESS..

…………………………………….

…………………………………….

TEL.:..

E-MAIL:..

BOOK I – BEST VALUE

INVITATION FOR BIDS

IFB-CO-115759-DAMS-WCM

AMENDMENT 5

DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM)

BOOK I

BIDDING INSTRUCTIONS

TABLE OF CONTENTS

SECTION 1   INTRODUCTION

1.1 Purpose

1.1.1   The purpose of this Invitation for Bids (IFB) is to procure DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM).

1.1.2   All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2 Scope of Work

1.2.1   NATO Headquarters' Public Diplomacy Division (PDD) is undergoing a transformation program to improve the communication infrastructure of the alliance. The Contract Scope is to replace the current Digital Asset and the Web Content Management Systems by a single fit-for-purpose Content Management System. This service will support improved NATO multimedia asset lifecycle processes by providing optimized privileges and workflow management, optimize the access to public NATO multimedia assets of the media and the general public by improved discoverability and presentation of content and increase retrieval and availability of NATO multimedia assets by other NATO bodies.

1.2.2   Overview of the Prospective Contract

1.2.2.1   The Prospective Contract (Book II) requires the successful Bidder to perform the requirements as described in this IFB. The successful Bidder shall perform all activities required per Book II, Part IV (SOW) and its annexes and shall deliver the associated deliverables per Book II, Part I (Schedule of Supplies and Services (SSS)).

1.2.3   The contract resulting from this IFB shall be awarded to the best valued Bidder on a Firm-Fixed-Price basis for the base period (2023-2028) and subject to Economic Price Adjustment (EPA) for the optional years (2029-2031).

1.2.4   The Prospective Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

1.3.1   This IFB is issued in accordance with the BC procedures BC-D(2018)0004-FINAL, dated 16 January 2018.

1.3.2   Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see paragraph 2.1.1.8) for which a Declaration of Eligibility has been issued by their respective national authorities.

1.4 Best Value Evaluation Method

1.4.1   The evaluation method to be used in the selection of the successful Bidder under this IFB will follow the BC-D(2018)0004-FINAL, dated 29 January 2018.

1.4.2   The Bid evaluation criteria and the detailed evaluation procedures are described in section 4 of these Bidding Instructions.

1.4.3 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.7 "IFB Clarification Requests".

1.5 Security

1.5.1 This IFB only contains NATO UNCLASSIFIED material.

1.5.2 The proposed technical personnel will be required to possess a valid Request for Visit (RFV) or Certificate of Security Obligation (CSO) as per the attached "NCIA Official letter for Guidance on RFV and CSO procedures" under section 4 (NATO NU/NR Contracts With No Physical Access to NATO sites).

1.5.3 The successful Bidder may be required to handle classified material to the level of NATO RΞSTRICTED. Individuals working with "NATO RESTRICTED" information shall have a need-to-know and require a Certificate of Security Obligation (CSO) or a Request for Visit (RFV), depending on the national laws of the NATO country they are situated in. Should a Contractor be unable to perform the Contract due to the fact that the CSO or RFV cannot be provided, this cannot be the basis for a claim of adjustment or an extension of schedule, nor is it considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser. The successful Bidder shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the successful Bidder be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance shall not be (i) the basis for a claim of adjustment or an extension of schedule, or (ii) considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.

1.5.4 Bidders are advised that Contract signature will not be delayed in order to allow the processing of NATO RΞSTRICTED security documents for personnel and, should the otherwise successful Bidder not be in a position to accept the offered Contract within 30 calendar days due to the fact that its personnel do not possess the appropriate security clearance(s) or certificates, the Purchaser may determine the Bidder's offer to be non-compliant and offer the Contract to the Bidder next-in-rank. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee, if any.

1.5.5 Some NATO Nations, as identified in the table below and as mandated by their national laws and regulations, require a Facility Security Clearance (FSC) and Personnel Security Clearance (PSC) for contractors/sub-contractors under their jurisdiction, for access to NATO RΞSTRICTED information.

MEMBER NATION	FSC		Notification of contract/subcontract involving NR information to NSA/DSA		PSC	
	YES	NO	YES	NO	YES	NO
Albania		X	X			X
Belgium		X		X		X
Bulgaria		X		X		X
Canada	X		X		X	
Croatia		X	X			X

Czech Republic		X		X	X
Denmark	X		X		X	
Estonia	X		X			X
France		X		X	X
Germany		X		X	X
Greece		X		X	X
Hungary		X		X	X
Iceland		X		X	X
Italy		X		X	X
Latvia		X		X	X
Lithuania		X		X²	X
Luxembourg	X			X	X	
Netherlands	X¹		X²			X
Norway		X	X			X
Poland		X		X	X
Portugal		X		X	X
Romania		X	X			X
Slovakia	X		X			X
Slovenia	X		X			X
Spain		X	X			X
Türkiye	X				X	
United Kingdom		X		X	X
United States	X			X	X

¹For military-related contract only
² National Security Authority/Designated Security Authority however requests notification by NATO contracting authorities

1.6 Documentation

1.6.1 All documentation – including the IFB itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser used its best effort to warrant the quality and accuracy of the provided reference documents.

1.6.2 Statement of Work Applicable Documents

1.6.2.1 Bidders neither require physical access to the documents listed in the "Applicable Documents" section of the SOW in order to make their offers compliant, nor shall the Purchaser make these documents available, as all pertinent information relevant for bidding have been retrieved and made a part of this IFB.

END OF SECTION 1

SECTION 2   GENERAL BIDDING INFORMATION

2.1   Definitions

2.1.1   In addition to the definitions and acronyms set forth in Article 1 of Part II of the Prospective Contract and the definitions and acronyms set forth in Article 2 of the NCI Agency Contract General Provisions (Part III), the following terms and acronyms, as used in this IFB shall have the meanings specified below:

2.1.1.1   **"Bid"** or **"Quotation"**: a binding offer to perform the work specified in the Prospective Contract (Book II).

2.1.1.2   **"Bidder"** or **"Offeror"**: a firm, consortium, or joint venture, which submits an offer in response to this IFB. Bidders/Offerors are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements, a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, partnership or corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The Principal Contractor shall be vested with full power and authority to act on behalf of all members of the consortium within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the Principal Contractor shall be enclosed and sent with the Bid. Failure to furnish proof of authority may be a reason for the Bid being declared non-compliant.

2.1.1.3   **"Compliance"**: strict conformity to the requirements and standards specified in this IFB.

2.1.1.4   **"Contractor"**: the awardee(s) of this IFB, which shall be responsible for the fulfilment of the requirements established in the Contract.

2.1.1.5   **"Clarification Request"**: a documented process to provide given information in a more detailed way to allow better understanding and resolve any ambiguity. Bidders may submit Clarification Requests to the Purchaser during the bidding process in accordance with the instructions set out in paragraph 2.7. The Purchaser may submit Clarification Requests to the Bidder at any time during the evaluation, as set out in paragraph 4.1.4.

2.1.1.6   **"Declaration of Eligibility"**: is a document issued by the Bidders' national authorities signifying that the firm is technically, financially and professionally capable of undertaking a project of the scope envisaged in the IFB.

2.1.1.7   **"Firm of a Participating Country"**: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

2.1.1.8   **"Participating Country"**: any of the [31] NATO nations contributing to the project, namely, (in alphabetical order): [Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Republic of Türkiye, The United Kingdom, and The United States].

2.1.1.9 **"Purchaser"**: The Purchaser is defined as the NCI Agency or its legal successor.

2.2 Eligibility and Origin of Equipment and Services

2.2.1 As stated in paragraph 1.3.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.

2.2.2 In addition, all Contractors, subcontractors and manufacturers, at any tier, must be from Participating Countries.

2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.4 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

2.2.5 Unless otherwise authorized by the terms of the Prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3 Bid Delivery and Bid Closing

2.3.1 The closing time for the electronic submission of Bids in response to this IFB is Monday, November 6, 2023, **14:00 hours Central European Time (CET)**.

2.3.2 Bids shall be submitted to the following email address: IFBCO115759DAMSWCM@ncia.nato.int

2.4 Late Bids

2.4.1 Any Bid received at the Purchaser email address after the exact date and time indicated in paragraph 2.3.1 is "late" and may not be eligible for award.

2.4.2 Bids submitted electronically may be considered late unless the Bidder is able to show that it completed the entire transmission of the Bid before the closing date and time indicated in paragraph 2.3.1.

2.4.3 Consideration of Late Bid

2.4.3.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified closing date and time. A late Bid will only be considered for award under the following circumstances:

(i) A contract has not already been awarded pursuant to this IFB;

(ii) The Bid was sent to the correct email address specified in paragraph 2.3.2 above; and

(iii) The delay was due solely to the fault of the Purchaser.

2.4.4 Receipt of an Unreadable Electronic Bid

2.4.4.1 If a Bid sent to the Purchaser is unreadable to the degree that conformance to the essential requirements of the IFB cannot be ascertained, or due to electronic files that are encrypted or which contain passwords (contrary to the instructions in paragraph 3.3.3 below), the Point of Contact indicated in paragraph 2.6.1 below shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

(i) of the content of the Bid as originally submitted; and

(ii) that the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4.4.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

2.4.4.3 If it is discovered, during either the administrative, price or technical evaluation, that the Bidder has submitted an unreadable electronic Bid, the Bidder may be determined to have submitted a non-compliant Bid.

2.5   Requests for Extension of Bid Closing Date

2.5.1 The Bidder is informed that requests for extension to the Bid Closing Date for this IFB shall be submitted to the Point of Contact indicated in paragraph 2.6.1 below under the following condition:

(i) only through the delegation of the country of origin of the firm which has been invited to Bid or by that country's embassy, and

(ii) no later than fourteen (14) calendar days prior to the established Bid Closing Date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO delegation or embassy to deliver the formal request to the Purchaser within this time limit.

2.6   Purchaser's Point of Contact

2.6.1 The Purchaser Point of Contact for all information concerning this IFB is:

Lise Vieux-Rochat – Contracting Officer

Email: **IFBCO115759DAMSWCM@ncia.nato.int**

2.6.2 All correspondence related to this IFB, including the actual Bid submission, shall be sent to the email address specified above.

2.7   IFB Clarification Requests

2.7.1 Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to seek clarification of any matters of an administrative, contractual, price, or technical in nature pertaining to this IFB.

2.7.2 All questions and Clarification Requests shall be submitted via email (no phone calls) to the Point of Contact identified in paragraph 2.6.1 above, using the Clarification Request Form provided at ANNEX B of this Book I.

2.7.3 Such questions and Clarification Requests shall be submitted **no later than fourteen (14) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Clarification Requests must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification, except as noted in paragraph 2.7.4 below.

2.7.4 Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's Clarification Requests. Such additional requests shall arrive no later than ten(10) calendar days before the established Bid Closing Date.

2.7.5 It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the Clarification Request (i.e. email or form by which the Clarification Request is forwarded).

2.7.6 The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.7.5 above.

2.7.7 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all prospective Bidders. Bidders shall immediately inform the Purchaser in the event that their submitted questions are not reflected in the answers published.

2.7.8 Where the extent of the changes implied by the response to a Clarification Request is of such a magnitude that the Purchaser deems it necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with paragraph 2.9.

2.7.9 The Purchaser may provide for a re-wording of questions and Clarification Requests where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.

2.7.10 The Purchaser reserves the right to reject Clarification Requests clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. Clarification Requests re-submitted using different wording where such wording does not change the essence of the clarification being requested).

2.7.11 The published responses issued by the Purchaser will be regarded as the authoritative interpretation of the IFB. Any amendment to the language of the IFB included in the answers will be issued as an IFB amendment and shall be incorporated by the Bidder in its submission.

2.8 **Requests for Waivers and Deviations**

2.8.1 Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB will not be considered after the Clarification Request process. Requests for alterations to the other requirements, terms or conditions of the IFB may only be considered as part of the IFB Clarification Request process set forth in paragraph 2.7.

2.8.2 Requests for alterations to the specifications, terms and conditions of the Prospective Contract, which are included in a Bid as submitted, may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9 Amendment of the IFB

2.9.1 The Purchaser may amend the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the Clarification Request process set forth in paragraph 2.7 or may be an independent action on the part of the Purchaser.

2.9.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the Bid Closing Date at its discretion and such extension will be set forth in the amendment.

2.9.3 All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at ANNEX A.2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

2.10 Cancellation of IFB

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

2.11 Modification and Withdrawal of Bids

2.11.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.

2.11.2 Modifications to Bids that arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in paragraph 2.4 concerning "Late Bids". Except that, unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Late Bid will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the successful Bidder on the basis of the Bid submitted and disregard the late modification.

2.11.3 A Bidder may withdraw its Bid at any time prior to Bid opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide a statement of the firm's decision to withdraw the Bid, submitted to the Purchaser Point of Contact set out in Section 2.6.1.

2.11.4 Except as provided in paragraph 2.12.4.2 below, a Bidder may withdraw its Bid after Bid opening only by forfeiture of the Bid Guarantee.

2.12 Bid Validity

2.12.1 Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1.

2.12.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in ANNEX A.4. Bids offering less than this period of time, may be determined non-compliant.

2.12.3 The Purchaser will endeavour to complete the evaluation and make an award within the Bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the Bid validity period for all Bids that remain under consideration for award.

2.12.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

2.12.4.1 accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity will be extended accordingly; or

2.12.4.2 refuse this extension of time and withdraw the Bid in which case the Purchaser will return the Bid Guarantee to the Bidder in the full amount without penalty].

2.12.5 Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.13 Bid Guarantee

2.13.1 The Bid Guarantee shall be submitted by:

(i) email: either directly by the banking institution or the Bidder to the email address specified in paragraph 3.4.1.2; and

2.13.2 The Bidder shall furnish with its Bid, a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000).

2.13.3 The Bid Guarantee shall be an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with "financial institution") listed on the Bank Guarantee section of the NCI Agency public website (hereafter defined as the "Acceptable Banks") or issued by a different financial institution and confirmed by any of the Acceptable Banks. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall clearly state that it will guarantee the funds and the drawing against can be made by the NCI Agency. The Bid Guarantee shall be substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website and shall be made payable to the: Treasurer, NCI Agency.

2.13.4 **"Standby Letter of Credit"** or **"SLC"** as used herein, means a written commitment by

a financial institution included in the list of Acceptable Banks, either on its own behalf or as a confirmation of the SLC issued by a different bank not on the list of Acceptable Banks to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the SLC.

2.13.5 Bidders should note that, regardless of paragraph 12 of the Bid Guarantee-Standby Letter of Credit template provided on the Bank Guarantee section of the NCI Agency public website, it is possible to issue the SLC subject to a publication similar to the "International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce (ICC) Publication No. 590" (e.g. the Uniform Rules for Demand Guarantees ICC Publication No. 758) as long as the following basic principles remain: (1) it is a written commitment by one of the financial institutions included on the list of Acceptable Banks and (2) it includes the IFB/contract number, bank name, Bidder/contractor name, amount, expiration date, and that overall, the language of the Bid Guarantee is substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website.

2.13.6 Alternatively, a Bidder may elect to electronically make a cash deposit of the required Guarantee directly to the account of the NCI Agency (no cheques). The NCI Agency's bank account details will be provided separately upon request to the Point of Contact set out in Section 2.6.1.

2.13.7 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid validity date occasioned by such extension.

2.13.8 Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for Bid the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.

2.13.9 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under any of the following conditions:

2.13.9.1 The Bidder has submitted a successful Bid, but the Bidder declines to sign the Contract or is unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required];

2.13.9.2 The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements within the period stated in paragraph 1.5.5.

2.13.10 The Bid Guarantee will be returned to Bidders as follows:

2.13.10.1 To non-compliant Bidders forty-five (45) calendar days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) calendar days after a final determination of non-compliance);

2.13.10.2 To all other unsuccessful Bidders within thirty (30) calendar days following the award of the Contract to the successful Bidder;

2.13.10.3 To the successful Bidder upon submission of the Performance Guarantee..

2.13.10.4 To Bidders who withdrew their Bid pursuant to paragraph 2.12.4.2.

2.14   Electronic Transmission of Information and Data

2.14.1 The Purchaser will communicate answers to Clarification Requests and amendments to this IFB to the prospective Bidders as soon as practicable.

2.14.2 Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14.3 Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RΞSTRICTED, NATO CONFIDΞNTIAL, NATO SΞCRET) not allowed.

2.15   Supplemental Agreements and Export Controlled Information

2.15.1 Bidders are required, in accordance with the certificate at ANNEX A.9 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

2.15.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.

2.15.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Contract, including the schedule, to the extent that either key objectives cannot be accomplished.]

2.16   Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

2.16.1 Bidders are instructed to review Article 7 of the Contract Special Provisions and x Article 30 of the Contract General Provisions. These Articles set forth the definitions, terms and conditions regarding the rights of the parties concerning Intellectual Property (IP) developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.

2.16.2 All Contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.

2.16.3 Bidders are required to disclose, in accordance with ANNEX A.14 and ANNEX A.15 of these Bidding Instructions, the Intellectual Property (IP) proposed to be used by the Bidder that will be delivered with either Background IPR or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.

2.16.4 The identification of Bidders' Background and/or Third Party IP shall be limited to those

IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.

2.16.5 Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.

2.16.6 Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall render the Bid non-compliant.]

2.17   Notice to Bidders of Contract Distribution and Disclosure of Information

2.17.1 The resulting Contract may be subject to release to (i) NATO Resource Committees through the NATO Office of Resources for audit purposes (including audits carried out using third party companies (see Book II, Special Provisions Article entitled "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audit by Resource Committees", and (ii) to the customer holding a Service Level Agreement with the NCI Agency related to this requirement, upon request from that customer.

END OF SECTION 2

SECTION 3   BID PREPARATION INSTRUCTIONS

3.1   General

3.1.1   Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.

3.1.2   Bidders shall prepare a complete Bid, which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of this IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services in accordance with the milestones therein.

3.1.3   The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the Bid to be non-compliant.

3.1.4   Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final rating.

3.1.5   Bids containing conditional statements on evaluated CLINs will be declared non-compliant, unless expressly allowed under this IFB.

3.1.6   Bidders are advised that the Purchaser reserves the right to incorporate the successful Bid's offer in whole or in part by reference in the resulting Contract.

3.1.7   All documentation submitted as part of the Bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

3.2   Language of Bid

3.2.1   All notices and communications regarding this IFB shall be written and conducted in English.

3.2.2   All Bids shall be submitted in English.

3.3   Bid Volume Content and Marking

3.3.1   The complete electronic Bid shall consist of three distinct and separate volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

     (i)   Volume 1: Administration (paragraph 3.4)

     (ii)   Volume 2: Technical (paragraph 3.5)

     (iii)   Volume 3: Price (paragraph 3.6)

3.3.2   "Arial" fonts in size 11 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

3.3.3   **File Size:** Emails submitted in response to this IFB shall be less than 10 MB in size per email with no encryption or password protection to the file.

3.3.4   **Page Limit:** The submitted Bid shall be in accordance with the page limit set out in the Bidder's Checklist in paragraph 3.7.

3.3.5   The Bid shall be consolidated into as few emails as possible and sent to the email address stated in paragraph 2.6.1.

3.3.6   The email shall have the following subject line: Book I – Best Value Bid for *{Insert Company Name}*.

3.3.7   In the event the Bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add "Email 1 of 2", "Email 2 of 2" as necessary to the subject line of the email.

3.3.8   "*Company Name*" – in the subject line of the email, and in the names of the individual files, the name of the Bidder shall be abbreviated to no more than 10 characters. For example, if a company's name is "*Computer and Technology Research Company*", the company name could be shortened to "*CTRC*" in the email and file names.

3.3.9   Acceptable File Formats

3.3.9.1   Unless otherwise directed, files shall be submitted in Adobe PDF format.

3.3.9.2   The Purchaser will NOT accept hard copies of Bid, CDs, thumb drives or zip files.

3.3.10 The individual electronic files sent by email shall have the naming convention listed in the table below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.2.2), the Bidder shall add "Part 1 of 2", "Part 2 of 2" as necessary to the file names. Bid

Volume 1, Administration:	Book I – Best Value -Company Name–Vol 1–Admin
	Book I – Best Value -Company Name–Vol 1–BidGuarantee]
Volume 2, Technical:	**Usability**
	Book I – Best Value -Company Name-Vol 2-PMP
	Book I – Best Value -Company Name-Vol 2-RTM
	Book I – Best Value -Company Name-Vol 2-TP
	Engineering
	Book I – Best Value -Company Name-Vol 2-BQ
	Book I – Best Value -Company Name-Vol 2-SDS
	Book I – Best Value -Company Name-Vol 2-SDP
	Book I – Best Value -Company Name-Vol 2-STA
	Book I – Best Value -Company Name-Vol 2-PMTP
	Book I – Best Value -Company Name-Vol 2-PMS
	Security
	Book I – Best Value-Company Name-Vol 2-D38
	Book I – Best Value-Company Name-Vol 2-D32
	Book I – Best Value-Company Name-Vol 2-FBS
Volume 3, Price:	Book I – Best Value-Company Name–Vol 3–Price

Book I – Best Value-Company Name-Vol 3-OfferSum

3.4 Volume 1: Administration

3.4.1 Quantity:

3.4.1.1 One (1) merged PDF file containing all of the Certificates specified in paragraph 3.7.1.1, signed in the original or electronically by an authorized representative of the Bidder. No alternative versions of certificates will be recognised and may lead to non-compliance;

3.4.1.2 One electronic (1) PDF file of the Bid Guarantee submitted to: NCIABankGuarantee@ncia.nato.int, cc to IFBCO115759DAMSWCM@ncia.nato.int

3.4.1.3 Failure to comply with paragraph 3.4.1.2 may be cause for the Bid to be determined non-compliant.]

3.4.2 No information disclosing or contributing to disclose the Bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

3.5 Volume 2: Technical

3.5.1 Quantity:

3.5.1.1 One (1) merged PDF file containing all the documents / One (1) PDF file per requested line item as] specified in paragraph 3.7.1.2;

3.5.2 No information disclosing or contributing to disclose the Bid Price shall be made part of Volume 2 (Technical). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

3.5.3 It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all annexes) and all the Bidding Instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met. A simple copy/paste of the requirements from the IFB into a Bid will not be constitute sufficient grounds of compliance and may lead to a determination of non-compliance.

3.5.4 Volume 2 (Technical) shall include:

3.5.4.1 **Table of Contents**: which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Volume 2 (Technical). This is not included as part of the page limit count.

3.5.4.2 **Executive Summary**: Bidders shall provide an overview of the salient features of their Volume 2 (Technical) in the form of an executive summary. An executive summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed 1 page.

3.5.5 Part 1: Usability

3.5.5.1 All areas of Part 1 (Usability) shall comprehensively demonstrate usability of the proposed solution.

3.5.5.2 Part 1 (Usability) shall include:

3.5.5.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Bidding Instructions or implicit in the organisation of Part 1 (Engineering).

3.5.5.2.2 **Requested Documentation**: One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 1 and in accordance with the Statement of Work.

3.5.6.1 Part 2 (Engineering) shall include:

3.5.6.1.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 2 (Engineering).

3.5.6.1.2 **Requested Documentation**: One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 2 and in accordance with the Statement of Work.

3.5.7 **Part 3: Security**

3.5.7.1 All areas of Part 3 (Security) shall comprehensively demonstrate feasibility and reasonableness of the proposed solution.

3.5.7.2 Part 3 (Security) shall include:

3.5.7.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 3 (Security).

3.5.7.2.2 **Requested Documentation**: One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 3 and in accordance with the Statement of Work.

3.6 **Volume 3: Price**

3.6.1 **Introduction**

3.6.1.1 Bid pricing requirements as addressed in this section 3.6 are mandatory. Failure to abide to these Bid pricing requirements may lead to the Bid being declared non-compliant and not being taken into consideration for award.

3.6.1.2 No alteration of the Bidding Sheet - including, but not limited to quantity indications, descriptions, titles or pre-populated not-to-exceed amounts - are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheet file.

3.6.1.3 Additional price columns may be added if multiple currencies are used, including extra provisions for all totals.

3.6.2 Quantity

3.6.2.1 One (1) completed MS Excel (native) file of the Bidding Sheet document. This MS Excel file shall be duly completed, shall be able to be manipulated (i.e. not an image), and shall be the full and complete Volume 3 (Price).

3.6.2.2 One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

3.6.3 General Rules

3.6.3.1 Bidders are required, in preparing their Volume 3 (Price), to utilise the electronic files provided as part of this IFB and referenced in paragraph 3.6.2.

3.6.3.2 This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the Bid pricing. These instructions are mandatory.

3.6.3.3 All metrics (e.g. cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and national sites and Contractor facilities.

3.6.3.4 Should the apparent successful Bid be in currency other than Euro, the award of the Contract will be made in the currency or currencies of the Bid.

3.6.3.5 Bidders are advised to insert formulae, designed to ease evaluation of their Bid, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae used in electronic copies of the Bidding Sheets.

3.6.3.6 Bidders are responsible for the accuracy of their price. The Volume 3 (Price) that has apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

3.6.3.7 If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through the IFB Clarification Request process described in section 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.

3.6.3.8 Reserved (Paragraph deleted)

3.6.3.9 The structure of the Bidding Sheets shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each contract line item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW.

3.6.3.10 With the exception of any pre-populated not-to-exceed amounts, Bidders shall furnish Firm-Fixed Price for all required items in accordance with the format set forth in the instructions for preparation of the Bidding Sheets. This includes Firm-Fixed-

Prices for all optional CLINs, if any.

3.6.3.11   Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

3.6.3.12   Bidders shall quote in their own national currency or in EURO. Bidders may also submit Bids in multiple currencies including other NATO member states' currencies under the following conditions:

3.6.3.12.1 The currency is of a Participating Country in the project, as defined in paragraph 2.1.1.8, and

3.6.3.12.2 The Bidder can demonstrate, either through subcontract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value shall be listed in ANNEX A.13, List of Prospective Subcontractors, with the breakdown of the value reflected in the Bidding Sheet.

3.6.3.13   The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. Bidders shall acknowledge such exemption through execution of the Certificate at ANNEX A.5.

3.6.3.13.1 Following contract award, the successful Bidder agrees to verify prior to issuance of any invoice and in consultation with the Purchaser, whether in the nation where the VAT would be due, the Purchaser is exempt from VAT at source or is entitled to claim reimbursement of VAT. Where the Purchaser is exempt from VAT at source, the Bidder shall exclude VAT from the invoice. Outside of this, the successful Bidder will cooperate with the Purchaser to provide all necessary documentation to ensure Purchaser obtains the VAT exemption.

3.6.3.14   Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the Bid shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS® 2020.

3.6.3.15   The Bidder's attention is directed to the fact that the Volume 3 (Price) shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.7   Bidder's Checklist

3.7.1   The tables below provide an overview of all items to be delivered by the Bidder as part of this Bid. Bidders are invited to use these tables to verify the completeness of their Bid.

3.7.1.1   Volume 1: Administration

#	Item	Quantity and Format	Requirements and Evaluation Criteria

			(IFB Reference)
1	ANNEX A.1 Certificate of Legal Name of Bidder	1 (merged) PDF file containing documents #1 to #16	Section 4.4
2	ANNEX A.2: Acknowledgement of Receipt of IFB Amendments (if applicable)		
3	ANNEX A.3: Certificate of Independent Determination		
4	ANNEX A.4: Certificate of Bid Validity		
5			
6	ANNEX A.5: Certificate of Acknowledgement of Purchaser Exemption from Taxes, Duties, and Charges		
7	ANNEX A.6: Certificate of Origin of Equipment, Services and Intellectual Property		
8	ANNEX A.7: Comprehension and Acceptance of Contract General and Special Provisions		
9	ANNEX A.8: Disclosure of Involvement of Former NCI Agency Employment		
	ANNEX A.8a: Excerpt of NCI Agency AD. 05.00, Code of Conduct *Please note this excerpt is for information only and does not need to be signed or submitted.*		
10	ANNEX A.9: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements		
11	ANNEX A.10: Certificate of AQAP 2110 or ISO-9001:2015 Compliance. (The Bidder shall attach a copy of such certificate to Volume 1).		
12	ANNEX A.11: List of Proposed Key Personnel		
13	ANNEX A.12: List of Prospective Subcontractors/Consortium Members		
14	ANNEX A.13: Bidder Background IPR		
15	ANNEX A.14: Subcontractor and Third Party IPR		

16	ANNEX A.15: Company Compliance with Safeguarding NATO Information Controls Self-Attestation Statement		
17	Bid Guarantee – Standby Letter of Credit] *Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.*	1 PDF file + 1 original (paper) copy	Section 3.4.1.2.

3.7.1.2   Volume 2: Technical

#	Item	Quantity and Format	Maximum Page Limit	Requirements and Evaluation Criteria (IFB Reference)
1	Executive Summary	1 PDF file	1	
2	Table of Contents		No page limit	
3	Part 1: Usability	-	60	
	a. Table of Contents	1 PDF file	No page limit	
	b. Draft Project Management Plan (PMP)	1 PDF file	20	4.4.1
	c. Draft Requirement Traceability Matrix (RTM)	1 PDF file	20	4.4.6
	d. Draft Training Plan (TP)	1 PDF file	20	4.4.9
4	Part 2: Engineering		100	
	a. Table of Contents	1 PDF file	No page limit	
	b. Bidder Qualifications	1 PDF file	No page limit	
	c. Draft System Design Specification (SDS)	1 PDF file	20	4.4.7
	d. Draft Service Delivery Plan (SDP)	1 PDF file	20	4.4.3
	e. Draft Stress Test Approach (STA)	1 PDF file	20	5.5
	f. Draft Project Master Test Plan (PMTP)	1 PDF file	20	11.2.1
	g. Draft Project Management Schedule (PMS)	1 PDF file	20	4.4.2
5	Part 3: Security		20	

	a. Table of Contents	1 PDF file	No page limit	
	b. AC322-D(2019)0038 CIS Security Technical Implementation Directive Web Applications-Compliance Matrix	1 XLSX file	No page limit	Annex F
	c. AC322-D(2021)0032 Directive for the Protection of NATO Information within Public Cloud-Based CIS-Compliance Matrix	1 XLSX file	No page limit	Annex G
	d. Draft Fall-back Solution Description (FBS)	1 PDF file	20	A.1.5.

3.7.1.3 Volume 3: Price

#	Item	Quantity and Format	Requirements and Evaluation Criteria (IFB Reference)
1	Bidding Sheets (i.e. "Book I – Best Value_Book I-Bidding Sheets.xlsx")	1 completed MS Excel file	Section 4.6
2	Offer Summary sheet (i.e. Tab 1) of the Bidding Sheets	1 PDF file	

END OF SECTION 3

SECTION 4   BID EVALUATION AND CONTRACT AWARD

4.1   General

4.1.1   The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements in this IFB.

4.1.2   The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid or included only by reference. Bidders are therefore invited not to include documents by reference, as those will not be taken into account.

4.1.3   To ensure that sufficient information is available, the Bidder shall furnish with its Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.

4.1.4   The Purchaser, at its own discretion, reserves the right to request clarifications of the Bid at any time during the evaluation and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the Bid. Receiving such Clarification Request(s) shall by no means construe an impending award. The sole purpose of such Clarification Requests will be to resolve ambiguities in the Bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Clarification Request stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of its Bid at any time.

4.1.5   The Bidder's prompt response to the Purchaser's Clarification Requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.

4.1.6   The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed key personnel. Physical inspections and interviews shall also apply to assertions in the Bid made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to its own or subcontractors' facilities and personnel.

4.1.7   The evaluation will be conducted in accordance with NATO BC Procedures as set forth in BC-D(2018)004-FINAL dated 29 January 2018..

4.2   Best Value Award Approach and Bid Evaluation Factors

4.2.1   The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the best value to NATO, as evaluated by the Purchaser in compliance

with the requirements of this IFB and according to the evaluation method specified in this section.

4.2.2   The top level criteria are [50]% Technical and [50]% Price.

4.2.3   Technical Scoring (TS)

4.2.3.1   The 2nd level criteria for the technical evaluation are:

4.2.3.1.1   Usability (U): [50]% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in paragraph 4.5.2.

4.2.3.1.2   Engineering (E): [25]% weight, based on the criteria listed in order of descending importance in paragraph 4.5.3.

4.2.3.1.3   Security (S): [25]% weight, based on the criteria listed in order of descending importance in paragraph 4.5.4.

4.2.3.2   The Technical Score will be calculated using the following formula:

4.2.3.2.1   TS = ([50]%*Usability Score) + ([25]%Engineering Score) + ([25]%*Security Score)

4.2.4   Price Scoring (PS)

4.2.4.1   The PS will be calculated using the following formula:

4.2.4.1.1   PS = 100 * (1-(Bid Price / (2*Average Bid Price)))

4.2.4.2   The "Bid Price" and the "Average Bid Price" will be calculated based on the sum of the proposed prices as defined in paragraph 4.6.3.2.

4.2.4.3   Only those Bids evaluated as compliant in the administrative and technical evaluations will be used in the calculation of the price score. Therefore, the price scores cannot be calculated until after the technical evaluation is complete.

4.2.5   Best Value Final Scoring

4.2.5.1   The Best Value Final Score (FS) will be the sum of the weighted Technical Score (TS) and weighted Price Score (PS), according to the following formula:

4.2.5.1.1   FS = (TS*[50]%) + (PS*[50]%)

4.2.5.2   The maximum possible Best Value FS is 100. The Bid with the highest FS will be recommended to be the apparent successful Bidder.

4.2.6   A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the technical evaluation. This weighting scheme has been password protected and is not known to any of the Purchaser staff beyond the originator and the Chairperson of the Contracts Award Board. The weighting scheme remains sealed until Step 4 of the evaluation process described in paragraph 4.7 is reached.

4.3 Evaluation Procedure

4.3.1 The evaluation will be done in a four-step process, as described below:

4.3.1.1 **Step 1: Administrative Compliance**

4.3.1.1.1 Bids received will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.3.1.2 **Step 2: Technical Evaluation**

4.3.1.2.1 Volume 2 (Technical) will be evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.3 above), and scored accordingly. This evaluation will result in "raw" or unweighted technical scores against the criteria.

4.3.1.2.2 Bidders are advised that any Bid of which Volume 2 (Technical) scores less than 20% of the total unweighted raw score possible in any of the sub-criteria listed in paragraph 4.5 may be determined non-compliant by the Purchaser and not considered for further evaluation.

4.3.1.3 **Step 3: Price Evaluation**

4.3.1.3.1 Volume 3 (Price) will be opened and evaluated in accordance with paragraph 4.6.

4.3.1.4 **Step 4: Determination of Apparent Successful Bidder**

4.3.1.4.1 Upon completion of the technical and price evaluations, the scores of the Bids considered to be technically compliant will be calculated. The apparent successful Bid will be determined in accordance with paragraph 4.7.

4.4 **Evaluation Step 1: Administrative Compliance**

4.4.1 Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of Volume 1 (Administration). The evaluation of Volume 1 (Administration) will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a Bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

4.4.1.1 The Bid was received by the Bid Closing Date and Time stated in paragraph 2.3.1;

4.4.1.2 The Bid is composed and marked properly as stated in paragraph 3.3;

4.4.1.3 Volume 1 (Administration) contains the documentation listed in paragraph 3.7.1.1 and complies with the formal requirements established in paragraph 3.3;

4.4.1.4 The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.4.2 **Receipt of an unreadable electronic Bid**

4.4.2.1 If a Bid received by email is unreadable to the degree that conformance to the

essential requirements of the solicitation cannot be ascertained, the Point of Contract in paragraph 2.6.1 shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

(i) Of the content of the Bid as originally submitted; and,

(ii) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

4.4.3 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.4 Bids that are determined to be administratively compliant will proceed to Evaluation Step 2, Technical Evaluation.

4.4.5 Notwithstanding paragraph 4.4.4, if it is later discovered during the administrative, technical or price evaluation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid at the time of discovery.

4.5   Evaluation Step 2: Technical Evaluation

4.5.1 Volume 2 (Technical) will be evaluated against the criteria set forth in this section. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this IFB but are predetermined and included in the Technical Evaluation Weighting Scheme, which is sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the evaluation and rating of Volume 2 (Technical).

4.5.2   Part 1: Usability

4.5.2.1 The criteria used to evaluate Part 1, Usability are listed in descending order of importance.

4.5.2.2 Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.2.3 The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.2.4   Solution Demo (SD)

The Bidder shall provide a demo of their solution that is tailored to the scenario described in Annex E of Book II, Part IV, Statement of Work (SOW). This demo shall showcase the capabilities of the solution and the way that the contractor intents to configure the solution. The aim of the demo is for the Purchaser to assess the usability of the system.

- The demo shall take place in-person at NATO Headquarters in Brussels, Belgium.
- Two possible timeslots will be presented to the Bidder between 2 and 6 weeks after the bid closure date.

- If the Bidder is not able to plan the demo in one of the two slots provided or is unable to provide a demo, the Bid may be declared non-compliant and may not be evaluated further by the Purchaser..
- The demo shall take no longer than 90 minutes after which there will be a 30-minute free-form session where the Purchaser can ask clarifying questions.
- A meeting room with large screen and Internet connectivity will be available for this demo, any other demo equipment shall be provided by the Bidder.
- Any cost (including travel) associated with the demo shall be carried by the Bidder.

4.5.2.4.1   The Bidder provided a demo that displayed the usability of the Solution to the Purchaser using the scenario described in Annex D of Book II, Part IV, Statement of Work (SOW) as the scenario for this demo.

4.5.2.4.2   The Bidder provided a demonstration on the way their Solution satisfies the functional requirements marked (SHALL) in Section 4 and Section 13 of Book II, Part IV, SOW

4.5.2.4.3   .**Draft Project Management Plan (PMP)**

4.5.2.5.2   The Bidder submitted a draft PMP and used paragraph 4.4.1 of Book II, Part IV, Statement of Work (SOW) as the structure in submitting this draft PMP.

4.5.2.5.3   The draft PMP describes how the totality of the project as specified in the SOW will be implemented successfully with a realistic expectation of NATO staff involvement.

4.5.2.6   **Draft Requirements Traceability Matrix (RTM)**

4.5.2.6.2   The Bidder submitted a draft RTM and used paragraph 4.4.6. of Book II, Part IV, SOW as the structure in submitting this draft RTM.

4.5.2.6.3   The draft RTM described how their solution will satisfy each of the functional requirements marked (SHALL) in Section 4 and Section 13 of Book II, Part IV, SOW.

4.5.2.7   **Draft Training Plan (TP)**

4.5.2.7.2   The Bidder submitted a draft TP and used paragraph 4.4.9. of Book II, Part IV, SOW as the structure in submitting this draft TP.

4.5.2.7.3   The draft TP described an effective and realistic training approach that will lead to qualified User staff.

4.5.2.7.4   The draft TP described a realistic planning in the TP that aligns with the project schedule.

4.5.3   **Part 2: Engineering**

4.5.3.1   The criteria used to evaluate Part 2, Engineering are listed in descending order of importance.

4.5.3.2   Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.3.3 The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.3.4 **Bidder Qualifications**

4.5.3.4.1 The Bidder described and demonstrated prior experience in successfully implementing and configuring the CMS solution in a non-commercial multi-national or national organization with similar size as NATO.

4.5.3.5 **Draft System Design Specification (SDS)**

4.5.3.5.1 The Bidder submitted a draft SDS and used paragraph 4.4.7. of Book II, Part IV, SOW as the structure in submitting this draft SDS.

4.5.3.5.2 The draft SDS described a technically feasible solution that limits the implementation risk of the project.

4.5.3.5.3 The draft SDS described how the Solution will sucessfully integrate with the Purchaser's Security Information and Event Management System (SIEM) and Edge Security Solution.

4.5.3.6 **Draft Service Delivery Plan (SDP)**

4.5.3.6.1 The Bidder submitted a draft SDP and used paragraph 4.4.3. of the of Book II, Part IV, SOW as the structure in submitting this draft SDP.The draft SDP described the approach to Service Delivery that realistically provides the requirements marked as (SHALL) as described in the SLA (Annex B of the of Book II, Part IV, SOW).

4.5.3.6.3 The draft SDP described the how the requirements marked as (SHALL) as described in the SLA (Annex B of the of Book II, Part IV, SOW) will be measured and reported to the Purchaser.

4.5.3.7 **Draft Stress-Test Approach (STA)**

4.5.3.7.1 The Bidder submitted a draft STA and used paragraph 5.5. of the of Book II, Part IV, SOW as the requirement for this draft STA.

4.5.3.8 **Draft Project Master Test Plan (PMTP)**

4.5.3.8.1 The Bidder submitted a draft PMTP and used paragraph 11.2.1. of the of Book II, Part IV, SOW as the requirement for this draft PMTP.

4.5.3.8.2 The draft PMTP describes how the Solution will be tested in order to verify adherence to the requirements marked (SHALL) in the Book II, Part IV, SOW.

4.5.3.9 **Draft Project Management Schedule (PMS)**

4.5.3.9.1 The Bidder submitted a draft PMS and used paragraph 4.4.2. of the of Book II, Part IV, SOW as the structure in submitting this draft PMS.

4.5.3.9.2 The Bidder provided a realistic planning for the Solution Provisioning phase of the project and took the dependencies described in the SOW into consideration.

4.5.3.9.3   The Bidder provided a realistic planning for the completion and approval of the Security Accreditation Documentation Set (ADS)

4.5.4   Part 3: Security

4.5.4.1   The criteria used to evaluate Part 3, Security are listed in descending order of importance.

4.5.4.2   Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.4.3   The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.4.4   D38 Compliance Matrix

4.5.4.4.1   The Bidder submitted the D38 Compliance Matrix and populated all required fields.

4.5.4.4.2   The D38 Compliance Matrix indicates that all applicable requirements in CIS Security Technical and Implementation Directive for the Security of Web Applications (reference [AC/322-D(2019)0038 (INV)]) shall be satisfied

4.5.4.5   D32 Compliance Matrix

4.5.4.5.1   The Bidder submitted the D32 Compliance Matrix and populated all required fields.

4.5.4.5.2   The D38 Compliance Matrix indicates that all applicable requirements in the CIS Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (reference [AC/322-D(2021)0032]shall be satisfied

4.5.4.6   Draft Fall-back Solution Description (FSD)

4.5.4.6.1   The Bidder submitted a draft FSD and used paragraphs A 1.5. of the of Book II, Part IV, SOW as the structure in submitting this draft FSD.

4.5.4.6.2   The draft FSD described a solution that will satisfy the requirements as described in A 1.5. of the of Book II, Part IV, SOW.

4.6   Evaluation Step 3: Price Evaluation

4.6.1   The Bidder's Volume 3 (Price) will be assessed for compliance against the following standards, and to determine that the proposed price is fair and reasonable:

4.6.1.1   Reserved (Paragraph deleted)

4.6.1.2   The price meets the requirements for preparation and submission of Volume 3 (Price) set forth in the Bid Preparation Instructions (section 3).

4.6.1.3   Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.

4.6.1.4 Volume 3 (Price) meets requirements for price realism as described below in paragraph 0.

4.6.2 A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.6.3 Basis of Price Comparison

4.6.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.6.3.2 The evaluated Bid price to be inserted into the formula specified at paragraph 4.2.4.1 will be derived as follows:

4.6.3.2.1 The sum of the Firm Fixed Prices proposed for CLINs 1-3 as detailed below:

CLIN Number	CLIN Name
Base Contract	
1.0	Work Package 1 PROVISIONING OF THE SOLUTION
2.0	Work Package 2 SERVICE DELIVERY YEAR UNTIL END 2028
Options-Evaluated	
3.0	ADDITIONAL CONTRACTOR SUPPORT

4.6.4 Accuracy – Order of Precedence

4.6.4.1 Bidders are responsible for the accuracy of their price bid. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the Clarification Request process described at paragraph 4.1.4, for the purpose of determining the bid price subject to evaluation, the price in the 'Offer Summary' worksheet of the bidding sheets will be given precedence.

4.6.5 Price Realism

4.6.5.1.1 In the event that the successful Bidder has submitted a Price Volume that is less than two thirds of the average of remaining compliant Bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the Bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both the Purchaser and their national delegation on the basis of one of the following reasons:

4.6.5.1.2 An error was made in the preparation of Volume 3 (Price). The Bidder must document the nature of the error and show background documentation regarding

the preparation of Volume 3 (Price) that convincingly demonstrates that an error was made by the Bidder. In such a case, the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition;

4.6.5.1.3 The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce the costs of Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the Technical Volume offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over standard market costs, practices and technology; The Bidder understands that the submitted Volume 3 (Price) is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.6.5.2 If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the Bid non-compliant and the Bidder will be so notified.

4.6.5.3 If the Purchaser accepts the Bidder's explanation of mistake and allows the Bidder to accept the Contract at the bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with its Bid will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.

4.6.6 Once the offered prices as described in paragraph 4.6.3.2 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 will be applied to derive the Price Score of each Bid.

4.7 **Evaluation Step 4: Calculation of Best Value Scores**

4.7.1 Upon conclusion and approval of the technical evaluation and price evaluation results, the pre-determined weighting scheme for the technical evaluation will be unsealed and the scores for the engineering, management and supportability factors will be calculated for each compliant Bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each Bid.

4.7.2 The highest scored Bid will be recommended as the apparent successful Bid.

4.7.3 A statistical tie is deemed to exist when the final scores of the highest scoring Bids are within one point (1.0) of each other. For example, final scores of 67.30 and 68.30 are within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a statistical tie. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.

4.7.4 Prior to confirmation of award, the Purchaser may invite the Bidder with the apparent successful Bid to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the IFB documents, any remaining topics and results in the preparation of the final contractual documents.

4.7.5 Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final Bid compliance will be noted.

4.7.6 The Purchaser will deliver the final set of contractual documents to the Bidder for their signature.

END OF SECTION 4

ANNEX A
Prescribed Administrative Forms and Certificates

The Administrative Forms and Certificates are provided separately as a fillable PDF form.

ANNEX B
Clarification Request Form

The Clarification Request Form is provided separately as an Excel Workbook.

INSTRUCTIONS FOR BIDDERS
BOOK I, ANNEX A – ADMINISTRATIVE CERTIFICATES

STEP 1. If you see the blue fillable fields as in *Figure 1*, skip to Step 3. If not, follow the instructions in Step 2.

STEP 2. Adjust your Adobe settings as follows (also see *Figure 2*):

- Go to the "Edit" menu and select "Preferences"
- In the "Forms" tab, check the box "show border hover color for fields".
- Click "OK" to save your settings.

ANNEX A.4.
CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorized representative of _____

_____ (Company Name), hereafter referred to as the "Bidder" submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this IFB.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

Figure 1

Figure 2

STEP 3. Complete the certificates by filling out the fields.

STEP 4. Click on the signature box to electronically sign each certificate.
Important: once you sign a certificate, the fillable fields on that page will be locked and you will no longer be able to correct the information.

STEP 5. In case there is not enough space in the fillable fields to complete the requested information, please refer to the last page "Continous Information" to continue.

STEP 6. Before signing any of the certificates, please review your input for correctness and ensure you have not missed any fields or checkboxes.

REMINDER: In accordance with Section 3.4 of Book I, no information disclosing or contributing to disclose the Bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

For further assistance, please contact the Purchaser's Point of Contact indicated in Section 2.6.1 of Book I.

ANNEX A.1.
CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB-DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

_____

_____

_____

EMAIL ADDRESS: _____

POINT OF CONTACT (POC) FOR THIS BID:

MAIN POC:	ALTERNATIVE POC:
NAME: _____	NAME: _____
POSITION: _____	POSITION: _____
TELEPHONE: _____	TELEPHONE: _____
EMAIL:	EMAIL:
_____	_____

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.2.
ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

☐ I, the undersigned, as an authorized representative of the Bidder, confirm there were **no amendments** to IFB No. IFB-115759-DAMS-WCM

☐ I, the undersigned, confirm to have received the following amendment(s) to IFB No. IFB-115759-DAMS-WCM
and the Bid, as submitted, reflects the content of such amendment(s)*:

AMENDMENT NUMBER	DATE OF ISSUE BY THE PURCHASER	DATE OF RECEIPT BY THE Bidder

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.3.
CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder signing this Bid shall, in connection with this IFB, certifies that:

    a) It has read and understands all documentation issued as part of this IFB.

    b) The Bid submitted in response to the referred IFB is fully compliant with the provisions of the IFB and the Prospective Contract.

    c) This Bid was prepared independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or competitor;

    d) The contents of this Bid was not knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor*, and;

    e) No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certifies that:

    ☐ They are the person within the Bidder's organisation responsible for the contents of this Bid and confirms that they have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, or;

    ☐ They are not the person within the Bidder's organisation responsible for the contents of this Bid but that they have been authorized in writing to act as agent for the person(s) responsible for the contents and certifies that:

    (i)   such person(s) has/have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, and;

    (ii)   they themselves have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above.

    * *Note: if the Offeror deletes or modifies subparagraph (1d) of this ANNEX A.3, the Offeror must furnish a signed statement with its Quotation setting forth in detail the circumstances of such disclosure.*

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

IFB-115759-DAMS-WCM
Book I – Bidding Instructions
Annex A – Administrative Certificates

ANNEX A.4.
CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorized representative of _____

_____(Company Name),
 hereafter referred to as the "Bidder" submitting this Bid, do hereby certify that the pricing
and all other aspects of our Bid will remain valid for a period of twelve (12) months from
the Bid Closing Date of this IFB.

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.5.
CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I, the undersigned, as an authorized representative of the Bidder, for the purposes of this IFB, hereby acknowledge that the NCI Agency ("the Purchaser") is excluded from all taxes, duties and customs charges from which the Purchaser is exempt by the terms of Article IX and X of the Ottawa Agreement.

_____   _____

SIGNATURE DATE   SIGNATURE OF AUTHORIZED REPRESENTATIVE

                                     _____

                                     PRINTED NAME

                                     _____

                                     TITLE

ANNEX A.6.
CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES AND INTELLECTUAL PROPERTY

I, the undersigned, as an authorized representative of the Bidder, hereby certify that, if awarded the Contract pursuant to this IFB, the Contract will be performed subject to the following conditions:

a. None of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

b. No material or items of equipment, down to and including identifiable sub-assemblies, shall be manufactured or assembled by a firm other than from and within a participating NATO member country. A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity; and

c. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or governments other than within the NATO member countries.

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX A.7.
COMPREHENSION AND ACCEPTANCE OF CONTRACT GENERAL AND SPECIAL PROVISIONS

I, the undersigned, as an authorized representative of the Bidder, hereby certify that I have reviewed the Contract Special Provisions and Contract General Provisions set forth in the Prospective Contract, in Book II of this IFB. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the articles and clauses of the prospective contract. The Bidder additionally certifies that the Bid submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the prospective contract as a result of this IFB.

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.8.
DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT

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

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency personnel as per the excerpt of the NCI Agency Code of Conduct, attached hereto as ANNEX A.9a .

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

☐ have **not** held employment with the NCI Agency within the last two (2) years.

☐ have held employment with the NCI Agency within the last two (2) years, but attests in a **signed statement**, which will be attached hereto, that they were not previously involved in the project under competition (as defined in the excerpt of the NCI Agency Code of Conduct).

The Bidder hereby also certifies that, to best of its knowledge:

☐ it **neither employs nor receives services from** former NCI Agency personnel at grades G22 (formerly A5) and above or ranks OF-5 and above, who departed the NCI Agency within the last twelve (12) months. This prohibition covers negotiations, representational communications and/or advisory activities.

If applicable, complete the details of former NCI Agency personnel below:

EMPLOYEE NAME	FORMER NCI Agency POSITION	CURRENT COMPANY POSITION

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.8a
EXCERPT OF NCI AGENCY AD. 05.00, CODE OF CONDUCT DATED MAY 2017

Article 14   PROCUREMENT AND CONTRACTORS

14.1   NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.

14.2   NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know1 (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.

14.3   NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.

14.4   Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.

14.5   Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.

14.6   NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.

14.7   NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.

14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotations / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

Article 15 INDUSTRY INITIATIVES

15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre- contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

15.2 Industry initiatives which go beyond routine interaction in connection with on- going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.

15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

Article 17 POST EMPLOYMENT MEASURES

17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.

17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when they were under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information

that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.

17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.

17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

For information purposes only. No signature required.

ANNEX A.9.
DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorized representative of the Bidder, certify that *(check the applicable statement below)*:

☐ I **do not** have any supplemental agreements to disclose for the performance of this prospective contract *(making points 1 to 3 below obsolete)*.

☐ I **do** have supplemental agreements to disclose for the performance of this contract *(complete points 2 and 3 below in a separate attachment to this certificate)*.

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the prospective contract but required by my government, and the governments of my sub-contractors, to be executed by the NCI Agency as a condition of my firm's performance of the Contract, have been identified as part of the Bid.

2. Examples of the terms and conditions of such agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the prospective contract, see *(complete, if any)*: _____.
These anticipated restrictions, and potential conflicts, are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

3. The processing time for these agreements is calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see *(complete, if any)*: _____.

4. We recognise that additional supplemental agreements, documents and permissions presented as a condition of contract performance or Memorandum of Understanding signature after our firm would be selected as the successful Bidder, may be cause for the NCI Agency to determine the submitted offer to be non-compliant with the requirements of this IFB.

5. We accept that, should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the prospective contract in accordance with its schedule, terms or specifications, the prospective contract may be terminated by the Purchaser at no cost to either Party (i.e. Purchaser and Bidder).

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.10.
CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I, the undersigned, as an authorized representative of the Bidder, hereby certify that (*check the applicable statement below*):

☐ the Bidder is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified <u>for at least 6 months after the Bid Closing Date</u> of this IFB. **A copy of the quality certification is attached herewith**.

☐ the Bidder is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified but <u>the expiry date will occur within the next 6 months after the Bid Closing Date</u> of this IFB. **A copy of the quality certification is attached herewith, as well as the Company's written intention to extend such certificate**.

☐ the Bidder is currently **not compliant** with the AQAP 2110 or ISO 9001:2015 Quality Assurance.

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.11.
LIST OF PROPOSED KEY PERSONNEL

Position	Full Name	NATO SƎCRET Clearance	
		Yes/ No	If no, expected date of obtaining Clearance

Personal Data Protection

Although NATO, as an international organization, is not subject to GDPR and national data protection law, it is committed to protecting the personal data that it processes. All processing of personal data will be done in accordance with applicable NATO policies and regulations.

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.12.
LIST OF PROSPECTIVE SUBCONTRACTORS/CONSORTIUM MEMBERS

I, the undersigned, as an authorized representative of the Bidder, certify that *(check the applicable statement below)*:

☐ **there are no** subcontractors/consortium members involved to perform under the prospective contract.

☐ the **following** subcontractors/consortium members will be involved to perform under the prospective contract:

NAME AND ADDRESS OF SUBCONTRACTOR, INCL. COUNTRY OF ORIGIN/REGISTRATION	PRIMARY LOCATION OF WORK	ITEMS/SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT (IN CURRENCY)

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

ANNEX A.13.
BIDDER BACKGROUND IPR

The Bidder Background Intellectual Property Rights ("IPR"), specified in the table below, will be used for the purpose of carrying out work pursuant to the prospective contract.

ITEM	DESCRIPTION	INDICATE IF COTS[1]

The Bidder has and will continue to have, for the duration of the prospective contract, all necessary rights in and to the Background IPR specified above.

The Background IPR stated above complies with the terms specified in Article XX of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Article 30 of the Contract General Provisions.

_____
SIGNATURE DATE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME

_____
TITLE

---

[1] Indicate whether the IPR is applicable to a COTS product, as defined in the Contract General Provisions.

ANNEX A.14.
SUBCONTRACTOR AND THIRD PARTY IPR

The subcontractor and third party Intellectual Property Rights ("IPR"), specified in the table below, will be used for the purpose of carrying out work pursuant to the prospective contract.

ITEM	DESCRIPTION / IP OWNERSHIP	INDICATE IF COTS[2]

The Bidder has and will continue to have, for the duration of the prospective contract, all necessary rights in and to the IPR specified above necessary to perform the Bidder's obligations under the prospective contract.

The subcontractor and third party IPR stated above complies with the terms specified in Article 30 of Part III – Contract General Provisions.

_____   _____
SIGNATURE DATE   SIGNATURE OF AUTHORIZED REPRESENTATIVE

                                          _____
                                          PRINTED NAME

                                          _____
                                          TITLE

---

[2] Indicate whether the IPR is applicable to a COTS product, as defined in the Contract General Provisions.

ANNEX A.15.

**Company Compliance with Safeguarding NATO Information Controls
Self-Attestation Statement**

The security requirements required by the contract's Special Provisions clause, Basic Safeguarding of Contractor Communication and Information Systems (CIS), shall be implemented for NATO Information on all contractor communication information systems (CIS) that support the performance of this contract.

I, the undersigned, as an authorised representative of …………………………………
……………………………………...……….*(Company Name)*, certify that by submission of this bid, we assure the Purchaser that we will comply and implement the mandatory security measures in accordance with the Book II Special Provisions, "Basic Safeguarding of Contractor Communication and Information Systems (CIS)" and their mandatory references not later than by Contract Award or as agreed by the Contracting Officer.

I can supply supporting evidence, upon request by the Contracting Officer, by means of a completed System Security Plan**1** (or extract thereof) and any associated plans of actions developed to describe the Contractor's CIS where NATO Information associated with the execution and performance of this contract is processed, stored, developed, or transmitted.

Company:

Signature:

Date:

---

1 System Security Plan describes the system components that are included within the system, the environment in which the system operates, how the security requirements are implemented, and the relationships with or connections to other systems.

CONTINUOUS INFORMATION

Only use this page when there was not enough space in the fillable fields to complete the <u>requested</u> information. Unsolicited information will not be taken into account.

CERTIFICATE	FIELD	CONTINUOUS INFORMATION

_____
SIGNATURE DATE

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES

All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.

Bidders are **REQUIRED** to complete the following tabs:
- **"Offer Summary"**,
- **"CLIN Summary"**,
- **"Labour"**,
- **"Material"**,
- **"Travel"**,
- **"ODC"**,
- **"Rates"**.

Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.

The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.

Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.

Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretions, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for **ALL** values, formulas and calculations within the bidding sheets that are submitted to the Agency.

Bids in MULTIPLE CURRENCIES should follow the following instructions:
- For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency.
- For the "CLIN Summary" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid.
- For the Detailed tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid.

DETAILED TABs | DESCRIPTION

MATERIAL **LABOUR** **TRAVEL** **ODCs**	The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.
	Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.
	Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.
RATES	As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may chose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
	Declare Currency =>	
Grand Total Firm Fixed Price - Base Contract		-
Grand Total Firm Fixed Price - Base Contract + Evaluated Options		-
Grand Total Firm Fixed Price - Base Contract + Evaluated Options + Non-Evaluated Options		-
CLIN 1	CLIN 1 Work Package 1 PROVISIONING OF THE SOLUTION (BASE-EVALUATED)	-
CLIN 2	CLIN 2 Work Package 2 SERVICE DELIVERY YEAR UNTIL END 2028 (BASE-EVALUATED)	-
Total Firm Fixed Price Base Contract		-
CLIN 3	CLIN 3 (OPTION-EVALUATED) - ADDITIONAL CONTRACTOR SUPPORT	-
Total Firm Fixed Price Evaluated Options		-
CLIN 4	CLIN 4 (OPTION-NON-EVALUATED - COULD HAVE REQUIREMENTS	-
Total Firm Fixed Price Non-Evaluated Options		-

IFB-CO-115759-DAMS-WCM CLIN Summary
BASE CONTRACT

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
								Declare Currency =>			
1.0	CLIN 1 Work Package 1 PROVISIONING OF THE SOLUTION (BASE-EVALUATED)										
1,1	Delivery of SHALL Requirements										
1.1.1	Completion of Milestone MS5	3,4	EDC + 11.5 months	Virtual	Virtual	Lot	1	-	-		
TOTAL PRICE CLIN 1									-		
2.0	CLIN 2 Work Package 2 SERVICE DELIVERY YEAR UNTIL END 2028 (BASE-EVALUATED)										
2,1	Monthly Delivery										
2.1.1	2024	5.2.1	31-Dec-24	Virtual	Virtual	Month	1	-	-		
2.1.2	2025	5.2.1	31-Dec-25	Virtual	Virtual	Year	1	-	-		
2.1.3	2026	5.2.1	31-Dec-26	Virtual	Virtual	Year	1	-	-		
2.1.4	2027	5.2.1	31-Dec-27	Virtual	Virtual	Year	1	-	-		
2.1.5	2028	5.2.1	31-Dec-28	Virtual	Virtual	Year	1	-	-		
TOTAL PRICE CLIN 2									-		
Total Firm Fixed Price- Base Contract									-		

EVALUATED OPTIONS

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
								Declare Currency =>			
3,0	CLIN 3 (OPTION-EVALUATED) - ADDITIONAL CONTRACTOR SUPPORT										
3,1	Contractor Support										
3.1.1	Project Management Support	7.2.1	N/A	Remote	Remote	Hour	120	-	-		
3.1.2	Junior Technical Support	7.2.2	N/A	Remote	Remote	Hour	120	-	-		
3.1.3	Senior Technical Support	7.2.3	N/A	Remote	Remote	Hour	80	-	-		
3.1.4	Data Expert Support	7.2.4	N/A	Remote	Remote	Hour	50	-	-		
3.1.5	Workflow Support	7.2.5	N/A	Remote	Remote	Hour	120	-	-		
3.1.6	Content Support	7.2.6	N/A	Remote	Remote	Hour	160	-	-		
3.1.7	Privilege Management and IAM Support	7.2.7	N/A	Remote	Remote	Hour	50	-	-		
3.1.8	Solution Training	7.2.8	N/A	Remote	Remote	Hour	60	-	-		
3.1.9	Product Training	7.2.9	N/A	Remote	Remote	Hour	60	-	-		
3.1.10	Per Diem	7.2.10	N/A	Brussels BEL	On-site	Day	2	-	-		
TOTAL PRICE CLIN 3									-		
Total Firm Fixed Price- Evaluated Options									-		

NON EVALUATED OPTIONS

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
								Declare Currency =>			
4,0	CLIN 4 (OPTION-NON-EVALUATED - COULD HAVE REQUIREMENTS										
4,1	(COULD) Requirements in the SRS										
4.1.1	Monthly Data Backup	A.1.4.1	N/A	Virtual	Virtual	Year	4	-	-		
4.2.1	Tailoring of component according to Device / Viewport	A.1.8.5	N/A	Virtual	Virtual	Year	4	-	-		
4.1.3	Content Version Comparison	A.1.8.7	N/A	Virtual	Virtual	Year	4	-	-		
4.1.4	Integrated A/B Testing Suite	A.1.9.4	N/A	Virtual	Virtual	Year	4	-	-		
4.1.5	Social Media Preview	A.1.9.5	N/A	Virtual	Virtual	Year	4	-	-		
4.1.6	Content Update Notifications	A.1.10.2	N/A	Virtual	Virtual	Year	4	-	-		
4.1.7	Content Personalization	A.1.11.1	N/A	Virtual	Virtual	Year	4	-	-		
4.1.8	Short URL	A.1.11.4	N/A	Virtual	Virtual	Year	4	-	-		
4.1.9	Canonical Tags	A.1.11.5	N/A	Virtual	Virtual	Year	4	-	-		
4.1.10	Redirect Configuration Interface	A.1.11.7	N/A	Virtual	Virtual	Year	4	-	-		
4.1.11	Email Response Management	A.1.11.9	N/A	Virtual	Virtual	Year	4	-	-		
4.1.12	Focal-point indication	A.1.19.1	N/A	Virtual	Virtual	Year	4	-	-		
4.1.13	Automatic tagging	A.1.19.2	N/A	Virtual	Virtual	Year	4	-	-		
4.1.15	Object Recognition	A.1.19.3	N/A	Virtual	Virtual	Year	4	-	-		
4.1.14	24/7/365 Service Support	5.11.3	N/A	Virtual	Virtual	Year	4	-	-		
TOTAL PRICE CLIN 4									-		
Total Firm Fixed Price- Non-Evaluated Options									-		

CLIN	Labour Category	Currency	Person-Days 2023	Person-Days 2024	Person-Days 2025	Person-Days 2026	Person-Days 2027	Person-Days 2028	Person-Days 2029	Person-Days 2030	Person-Days 2031	Person-Days 2032	Lab-rate 2023	Lab-rate 2024	Lab-rate 2025	Lab-rate 2026	Lab-rate 2027	Lab-rate 2028	Lab-rate 2029	Lab-rate 2030	Lab-rate 2031	Lab-rate 2032	Extended cost	Expat Allowance (ONLY if applicable)	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
Example. CLIN 1.1.1	Systems Engineer	Euro (EUR)	25	20	15	10	5	10	15	20	25	30	50.00	51.00	52.00	53.00	54.00	55.00	56.00	57.00	58.00	59.00	9,600.00	-	960.00	10,560.00	No
CLIN 1.1.1	Insert Labour category name here																						-	-	0,00	0,00	
CLIN 2.1.1	Insert Labour category name here																						-		0,00	0,00	
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	Insert Labour category name here																						-		0,00	0,00	
Total																										0,00	

CLIN	Equipment Name	Item Description	Currency	Quantity 2023	Quantity 2024	Quantity 2025	Quantity 2026	Quantity 2027	Quantity 2028	Quantity 2029	Quantity 2030	Quantity 2031	Quantity 2032	Unit cost 2023	Unit cost 2024	Unit cost 2025	Unit cost 2026	Unit cost 2027	Unit cost 2028	Unit cost 2029	Unit cost 2030	Unit cost 2031	Unit cost 2032	Extended cost	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
Example. CLIN 1.1.1	EXAMPLE: BrandX Server: TS1593	Example: HT800003 (model number)	Euro (EUR)	10	20	25	5	5	10	15	20	10	5	150.00	155.00	160.00	165.00	170.00	175.00	180.00	185.00	190.00	195.00	21,300.00	2,130.00	24,430.00	No
CLIN 1.1.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 2.1.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 2.1.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 2.1.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 2.1.4	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 2.1.5	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.4	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.5	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.6	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.7	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.8	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.9	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 3.1.10	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 4.1.1	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 4.1.2	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 4.1.3	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
CLIN 4.1.4	Insert Purchased Equipment name	Insert Item Description/Model number																						0,00	0,00	0,00	
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CLIN	Origin/Destination	Year	Currency	Nr of trips	Nr of people	Nr of Days per trip	Cost per roundtrip	Per Diem	Extended cost	Profit	Total Cost
Example. CLIN 1.1.1	Rome/The Hague	2023	Euro (EUR)	4	3	5	600,00	150,00	16,200.00	810.00	17,010.00
CLIN 1.1.1	Insert Origin/destination								-	0,00	0,00
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CLIN 2.1.5	Insert Origin/destination								-	0,00	0,00
CLIN 3.1.1	Insert Origin/destination								-	0,00	0,00
CLIN 3.1.2	Insert Origin/destination								-	0,00	0,00
CLIN 3.1.3	Insert Origin/destination								-	0,00	0,00
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Total			0,00

CLIN	Item Name	Item Description	Year	Currency	Unit Type	Quantity	Unit cost	Extended cost	Profit	Total Cost
Example. CLIN 1.1.1	Shipping	Shipping USA to BRU	2023	Euro (EUR)	Lot	2	3,000.00	6,000.00	300.00	6,300.00
CLIN 1.1.1	Insert Other Direct Cost item							0,00	0,00	0,00
CLIN 2.1.1	Insert Other Direct Cost item							0,00	0,00	0,00
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CLIN 2.1.5	Insert Other Direct Cost item							0,00	0,00	0,00
CLIN 3.1.1	Insert Other Direct Cost item							0,00	0,00	0,00
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	Insert Other Direct Cost item	0,00	0,00	0,00
	Insert Other Direct Cost item	0,00	0,00	0,00
	Insert Other Direct Cost item	0,00	0,00	0,00
	Insert Other Direct Cost item	0,00	0,00	0,00
Total				**0,00**

Rate Name	Rate description*	Percentage
[Insert Rate Name]		0%
[Insert Rate Name]		0%
[Insert Rate Name]		0%

IFB-CO-115759-DAMS-WCM
AMENDMENT 5

Digital Asset Management System (DAMS)/
Web Content Management (WCM) Replacement

BOOK II PART II

CONTRACT SPECIAL PROVISIONS

CONTRACT SPECIAL PROVISIONS
INDEX OF CLAUSES

ARTICLE 1   ORDER OF PRECEDENCE

1.1   In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

      a.   Signature sheet

      b.   Part I - The Schedule of Supplies and Services

      c.   Part II - The Contract Special Provisions

      d.   Part III – NCI Agency General Provisions

      e.   Part IV – The Statement of Work

      f.   The Contractor's Bid including any clarifications thereto, incorporated by reference, and the formal documentation of pre-Contract discussions agreed by both parties.

ARTICLE 2   DISPOSITION OF CHANGES TO THE CONTRACT GENERAL PROVISIONS

2.1   Article 7 "Firm Fixed Price Contract" of the Contract General Provisions is replaced by Article 4 "Contract Type" of the Special Provisions.

2.2   Article 8 ''Performance Guarantee'' of the Contract General Provisions is supplemented by Article 27 ''Performance Guarantee'' of the Special Provisions

2.3   Article 9 "Participating Countries" of the Contract General Provisions is supplemented by Article 9 "Participating Countries" of the Special Provisions.

2.4   Article 10 "Sub-Contracts" of the Contract General Provisions is supplemented by Article 17 "Sub-Contractors" of the Special Provisions.

2.5   Article 30 ''Intellectual Property'' of the Contract General Provisions is supplemented by Article 7 '' Intellectual Property'' of the Special Provisions.

2.6   Article 21 "Inspection and Acceptance of Work" of the Contract General Provisions is supplemented by Article 11 "Inspection and Acceptance" of the Special Provisions.

2.7   Article 22 "Inspection and Acceptance of Documentation" of the Contract General Provisions is supplemented by Article 12 "Review and Acceptance of Documentation" of the Special Provisions.

2.8   Articles 27 "Warranty of Work" and 31 "Software Warranty" of the Contract General Provisions are supplemented by Article 16 "Warranty" of the Special Provisions.

ARTICLE 3   SCOPE

2.1   The scope of this Contract is to provide NATO with Digital Asset Management System and Web Content Management replacement as specified in Part I Schedule of Supplies and Services (SSS) and in Part IV Statement of Work (SOW) for the prices stated in this Contract.

2.3 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 4   CONTRACT TYPE

4.1 This Contract is a Firm Fixed Price Contract subject to Economic Price Adjustment (EPA) subject to timeline hereafter. From the Effective Date of Contract (EDC) to the end of year 2028, the contract shall be Firm Fixed Price (FFP). From Year 2029 until 2031, the contract type becomes Fixed Priced with Economic Price Adjustment (FP-EPA), where price variation shall be applied.

4.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price, except as provided under other provisions of this Contract.

4.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.

4.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2020).

ARTICLE 5   TERM OF CONTRACT

5.1 The term of this Contract will be from the Effective Date of Contract until 31 December 2028 with three (3) separate twelve (12)-month option periods if/when exercised by the Purchaser.

ARTICLE 6   ECONOMIC PRICE ADJUSTMENT

6.1 The price of this Contract is subject (upwards or downwards) to adjustment within the limits defined herein:

    i. All base period years EDC-2028 for all CLINs are FFP, therefore shall not be subject to EPA.

    ii. Price for Annual support starting after the base period (as of year 2029) shall be adjusted (upwards or downwards), in accordance with the formula in paragraph 6.4 below at the time the options are exercised.

    The labour (L) and material (M) indexes, shall be the ones published no later than 3 months before the start date of the performance of the option period.

    iii. The revision shall be based on the evolution of the Labour Cost Index and the Material (Producer Price) index, as published by OECD statistics (see paragraph [6.4.ii]).

6.2 The labour (L) and material (M) allocations and the portion of the contract price subject to price adjustment have been established, they remain fixed through the life of the contract and shall not be modified except in the event of significant changes to the scope of the contract.

6.3 When a price adjustment is due (i.e. at the beginning of yearly support option – starting with Year 2029), the Contractor shall: (i) submit a revised Schedule of Supplies and Services in accordance with this EPA clause, (ii) show the total cumulated amount of price indexations implemented to date. The revised price (i.e. P) per the EPA formula becomes the new contract price. Contract amendment shall be executed to reflect the final contract prices as adjusted.

6.4 Economic Price Adjustment Formula

    i. $P = P_{n-1}*(0.2 + (0.4*(L_n/L_{n-1})) + (0.4*(M_n/M_{n-1})))$

In which

Pn	Revised price for the yearly support applicable after EPA
Pn-1	SSS prices at Year n-1
Ln	Labour index value published for Q4 of Year n or the most recent available.
Ln-1	Basic index for Labour value at Year n-1
Mn	Material (Producer Price) index published for Q4 of Year n or the most recent available
Mn-1	Basic index for Material (Producer Price) value at Year n-1.

    ii. **Indices**
Labour (P & Po)
OECD Stats – Unit labour costs and labour productivity, total economy (ULC_EEQ)
Subject – Unit Labour Costs
Measure – Index, seasonally adjusted
https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

Material (M & Mo)
OECD Stats – Producer Prices (MEI_PRICES_PPI)
Subject – Economic activities – Total producer prices - Manufacturing
Measure – Index
https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en

    iii. The Contractor shall calculate the price adjustment and present in writing the calculation and revised prices for the subsequent year for approval.

    iv. Where any index figure published is stated to be a provisional figure, the contractor may opt

either: to use that provisional figure in its calculation and present an appropriate invoice,
or: to delay presentation of its invoice until a definitive index figure is published.

    v. No further adjustment will be allowed, up or down, following revision of any index figure if an invoice is presented using provisional indices.

    vi. The index applicable to the revision formula and to be read from the OECD website mentioned above, shall be the one from Belgium.

6.5 During the entire Term of the Contract, the Contractor explicitly refrains from invoking hardship, significant economic changes or similar concepts for any alleged or proven increase in costs on Contractor side, even for reasons beyond its control.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Article 30 "Intellectual Property" in the General Provisions is hereby supplemented with this Article:

Reference is made to the paragraphs relating to Intellectual Property in Articles 4.1.1.1 of the Statement of Work. The minimum requirements set out therein, insofar not sufficiently covered already by the General Provisions, shall be included into these Special Provisions. In summary, the Purchaser should remain the sole owner of all intellectual property rights relating to the output (code, products, documentation, solutions, derivative works) created by the Contractor within the cloud framework.

ARTICLE 8 DATA GOVERNANCE

Reference is made to the paragraphs relating to Data Governance in Articles 4.1.1.2 of the Statement of Work. The minimum requirements set out therein, insofar not sufficiently covered already by the General Provisions, shall be included into these Special Provisions. In summary, the Contractor shall process any type of data provided by the Purchaser in accordance with the applicable regulatory framework (subject to inviolability of NATO data) and shall provide the Purchaser with an easy data and solution extraction option upon termination of the Contract (for whatever reason). This reversibility requirement shall be applicable throughout the entire duration of the Contract, including the maintenance part.

ARTICLE 9 ADDITIONAL CONTRACT TASKS AND OPTIONS

9.1 The tasks identified in the Contract Schedule of Supplies and Services as Options (if any) - see Part I - are to be intended as options to be exercised by the Purchaser and at his sole discretion. The Purchaser shall have the right to unilaterally exercise any of the listed priced options multiple times at his discretion any time during the performance of the Contract and up to its conclusion at the unit prices listed in the Schedule of Supplies and Services.

9.2 Should any options be exercised, the Purchaser will increase the firm fixed price of the Contract via a formal Contract Amendment by the amount of the line items so exercised and the period of performance of the Contract will be extended as mutually agreed when necessary.

9.3 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract.

9.4 This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument.

9.5   In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I - Schedule of Supplies and Services. If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice.

9.6   If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.

9.7   In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.

9.8   In addition to the specific Contract options as identified above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or service deliverables, listed or not, either occasionally or at a further stage in the life of the project, which it deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced consistently with the rates provided by the Contractor as part of its proposal and included in this Contract by reference.

9.9   Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

9.10   The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument

9.11   The Contractor understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

ARTICLE 10   PARTICIPATING COUNTRIES

10.1   The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.

10.2   None of the work, including project design, labor and services, shall be performed other than by firms from and within Participating Countries.

10.3 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

10.4 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

ARTICLE 11   COMPREHENSION OF CONTRACT AND SPECIFICATIONS

11.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

11.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

11.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.

   a.   Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or

   b.   Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

11.4 Notwithstanding the "Changes" Article of General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 12   INSPECTION AND ACCEPTANCE

12.1 Article 21 "Inspection, Acceptance of Work " in General Provisions is hereby supplemented with this Article:

12.2 The work to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV - Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the

contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the contract for Default.

12.3 Under the terms of this Contract, Acceptance will be made as follows and as specified in Part IV, Statement of Work (SOW):

1. Successful Service Delivery:

   a. Written approval by the Purchaser of the Monthly Report.

   b. Written approval by the Purchaser of the Annual Report.

2. On-site Consultancy Services: Written confirmation by the Purchaser of successful provision of the respective Services.

12.4 Review and Acceptance of documentation is specified in below Article 12 of the Contract Special Provisions.

ARTICLE 13   REVIEW AND ACCEPTANCE OF DOCUMENTATION

13.1 Article 22 "Inspection and Acceptance of Documentation" in General Provisions hereafter, is hereby supplemented with this Article.

13.2 Unless otherwise specified in the Statement of Work:

13.3 Upon delivery of the Draft Deliverable items, the Purchaser will have a period of two (2) weeks to review the items. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance within the Scope of Work. When applicable, a presentation of the deliverable item including the Purchaser's comments will be made by the Contractor to the Purchaser, at a time which coincides with a progress meeting.

13.4 During the review, if the specific Item requires proposal of dates for delivery or reviews, the Purchaser will either accept or adjust the proposed dates.

13.5 Within one (1) week after receipt of the Purchaser's comments (and associated progress meeting if appropriate), the Contractor shall incorporate changes, revisions and corrections required by the Purchaser and present the revised deliverable in Final Form to the Purchaser for inspection and acceptance in accordance with the SOW.

13.6 The Contractor shall not have the right to ask for additional periods if the delivered draft is considered not satisfactory by the Purchaser and therefore requires many changes and/or corrections.

13.7 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.

13.8 The acceptance by the Purchaser of the Contractor's documentation required by this Contract signifies that the documents delivered appear logical and consistent. The acceptance does not constitute an endorsement or approval of the design or proposed implementation by the Purchaser and does not relieve the Contractor of the obligation to meet the schedule and the performance requirements of this Contract in the event that the design eventually proves to be non-compliant in factory or field testing.

ARTICLE 14   INVOICES AND PAYMENT

14.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.

14.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding (accepted) CLINs.

14.3 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:

   a) Contract number CO-115759-DAMS-WCM

   b) Contract Amendment number (if any),

   c) Purchase Order number PO […],*[TBC]*

   d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),

   e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).

14.4 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:

CLIN(s)	Payment Milestone	Upon	Payment of CLIN value
1	Milestone 1: System Provisioning Completed	Milestone 1 Acceptance	30% of CLIN 1
2	Milestones 2 and 3: User Acceptance Achieved – Solution Accredition achieved	Milestones 2 and 3 Acceptance	40 % of CLIN 1
3	Milestone 5: Final System Acceptance	Milestone 5 Acceptance	30 % of CLIN 1
4	Successful Service Delivery per Quarter	Acceptance of the Quarterly report	CLIN 2 Quarterly value
5	Optional CLINs	Subject to Contract Amendment(s)	

14.5 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Article 26 "Taxes and Duties" of the NCI Agency General Provisions.

14.6 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.

14.7 No payment shall be made for additional items delivered that are not specified in the contractual document.

14.8 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.

14.9 The Purchaser is released from paying any interest resulting from any reason whatsoever.

14.10 The invoice shall contain the following certificate: "*I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.*"

14.11 The certificate shall be signed by a duly authorised company official on the designated original.

14.12 Invoices referencing : **CO-115759-DAMS-WCM and PO** *[TBD at Contract award]* shall be submitted in electronic format only to:

accountspayable@ncia.nato.int

Whilst copying the Contracting Officer as well, as specified in Article 15 "Contract Administration" below.

14.13 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 15   SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

15.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Article 39 of the General Provisions hereafter.

15.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser.

15.3 If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any

payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

15.4 For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 16   CONTRACT ADMINISTRATION

16.1 The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.

16.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

16.3 Formal letters and communications shall be sent by e-mail to the official Points of Contact quoted in this Contract.

16.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.

16.5 All notices and communications shall be effective on receipt.

16.6 Official Points of Contact:

Purchaser	Contractor
NATO Communications and Information Agency (NCI Agency) Boulevard Leopold III B-1110 Brussels Belgium	
For contractual matters: Attn: TBD Title: Tel: E-mail:	For contractual matters: Attn: TBD Title: Tel: Mobile: E-mail:

For technical/project management matters (Purchaser Technical Representative): Attn: TBD Title: Tel: E-mail: TBD@ncia.nato.int	For technical/project management matters: Attn: Title: Tel: Mobile: E-mail:

or to such address as the Purchaser may from time to time designate in writing.

ARTICLE 17   WARRANTY

17.1   Articles 27 "Warranty of Work" and 31 "Software Warranty" of the NCI Agency General Provisions hereafter, are supplemented with the following:

17.2   The Contractor shall warrant that the services provided by the Contractor staff shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. The Contractor shall therefore possess a certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

17.3   In the event of any breach of the foregoing warranty, the Contractor shall, at its own expense, in its discretion either: (1) re-perform the non-conforming services to conform to this standard; or (2) pay to Purchaser an amount equal to a fixed daily fee of EUR 500 for the number of man-days that would have been lost due to inadequate performance. In order for a warranty claim to be effective, the Purchaser will give the Contractor written notice specifying in detail the non-conformities within 60 days after performance of the non-conforming services.

17.4   The Contractor shall warrant the work and the performance thereof by its sub-Contractors and shall incur liability for such performance.

17.5   On-site interventions and related timelines shall be in line with the specifications in the Statement of Work.

ARTICLE 18   SUB-CONTRACTORS

18.1   The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.

18.2   The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 19   SERVICE PERFORMANCE AND SERVICE CREDITS

19.1   This Article applies to the Service Deliverables as defined in the Schedule of Supplies and Services.

19.2   If the Contractor fails to deliver or to perform the services within the prescribed performance levels specified in the SOW, the Contractor shall be charged with service credits as described and calculated in the relevant section of the SOW as the Purchaser's remedy for the damages directly arising out of the failure to deliver or perform the Services as specified in the SOW without prejudice of Clause 39 "Termination for Default" of the Contract General Provisions.

19.3   Service performance status shall align per the review periods as described in the SOW.

19.4   Charged penalties shall be deducted from the invoices covering the service period to which the penalties apply unless specified otherwise.

19.5   If corresponding value is not deducted from the monthly invoice or from the total Contract amount but converted into a commensurate EUR value being transposed into the provision of specific additional support, agreed by both parties, the exchange rate to be used is the Euro foreign exchange reference rates of the monthly report date.

ARTICLE 20   KEY PERSONNEL

20.1   The key personnel proposed by the Contractor that satisfy the personnel requirements laid down in the SOW are considered to be key to the performance of this Contract and may not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.

20.2   If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.

20.3   The following personnel are considered to be Key Personnel for successful contract performance and are subject to the provisions of this Article as set forth in the following paragraphs:

Key Personnel	Name	Function within organisation

20.4   Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual's non-availability (e.g., resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within five (5) days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.

20.5   Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.

20.6   In the event of a substitution of any key personnel listed in paragraph 19.3 above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:

•   Full details of professional and educational background;

•   Evidence that the personnel is qualified in pertinent contract related areas per the SOW.

20.7   The Contractor shall take all necessary steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted.

20.8   Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the

required level of competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten (10) working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of its responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.

20.9   After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.

20.10   The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with paragraph 19.5 and 19.6 above.

20.11   In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract in accordance with the terms of the General Provisions Article entitled "Default".

20.12   Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.

20.13   The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.

20.14   The Purchaser may, for just cause, require the Contractor to remove its employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice for default and the remedies to be sought by the Purchaser.

18.15   Each of the Contractor's Key Personnel shall be required to sign Annex A to these Contract Special Provision: "NCI Agency Non-disclosure declaration."

ARTICLE 21   NON DISCLOSURE AGREEMENT

21.1   Notwithstanding Key Personnel shall sign Annex A, all Contractor and Subcontractor personnel working at any NATO Organization / Commands premises or having access to NATO classified / commercial-

in-confidence information must certify and also sign the Declaration attached hereto at Annex A and provide it to the Purchaser's Contracting Officer prior to the commencement of any performance under this Contract.

21.2 The Contractor shall not apply any Contractor restrictive marking on information assigned or owned by the Purchaser.

ARTICLE 22   CONFLICT OF INTEREST

22.1 A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.

22.2 The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Contracting Officer. If, after award of this Contract or Purchase Order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Contracting Officer.

22.3 If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or Purchase Order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures or terminate the Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

22.4 The Contractor's notice called for in Article 21.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Contracting Officer in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the contract, should be also detailed.

22.5 The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Contracting Officer, for review and

consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.

22.6 If the Contracting Officer in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Contracting Officer will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Contracting Officer has the discretion to terminate the Contract for Default.

22.7 The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

ARTICLE 23   OPTIMISATION

23.1 The Contractor shall examine methods and technology that may increase efficient operation and management of the system(s) on which the required services are provided to the Purchaser, thus reducing operating and manpower costs and the overall cost to the Purchaser

23.2 The Contractor may, at any time during the Period of Performance, introduce Change Proposals offering innovations and/or technology insertion with a view towards reducing the overall cost to the Purchaser.

23.3 Any such Proposal submitted shall cite this Clause as the basis of submission and provide the following information:

23.4 A detailed description of the technical changes proposed, the advantages, both long and short term, and an analysis of the risks of implementation;

23.5 A full analysis of the prospective savings to be achieved in both equipment and manpower, including, as appropriate, NATO manpower, travel, energy consumption, etc.; A full impact statement of changes that the Purchaser would be required to make, if any, to its operational structure and management procedures;

23.6 A fully detailed proposal of any capital investment necessary to achieve the savings;

23.7 A schedule of how the changes would be implemented with minimal negative impact to on-going performance and operations.

ARTICLE 24   SOFTWARE

24.1 The Purchaser reserves the right to exclude from the awarded Contract the purchase of software licenses for which NATO has established centralized contracts. In this case, the Contract terms, schedule and prices will be modified accordingly, and the software licenses will be

provided to the Contractor in the form of "Purchaser Furnished Equipment".

ARTICLE 25   INDEPENDENT CONTRACTOR

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

ARTICLE 26   APPLICABLE REGULATIONS

26.1   The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.

26.2   The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's health and safety provisions.

26.3   In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

ARTICLE 27   AUDITING AND ACCOUNTING

27.1   The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.

27.2   The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 13 "Invoices and Payment" of the Contract Special Provisions.

27.3   In the event of this Contract being terminated in accordance with Article 40 "Termination for Convenience of the Purchaser" of General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

ARTICLE 28   NCI AGENCY SUPPLIER CODE OF CONDUCT

28.1   The Contractor shall at all times fully adhere to the Purchaser's Supplier Code of Conduct located at https://www.ncia.nato.int/business/do-

business-with-us/code-of-conduct.html which constitutes an entire part of the Contract.

28.2 This Supplier Code of Conduct sets standards and practices for suppliers and their sub-contractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.

28.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ARTICLE 29   INDEMNITY

29.1 The Contractor will indemnify and hold harmless NATO and its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under the Contract, including the provisions set out in Clauses 29 "Patent and Copyright indemnity" and 30 "Intellectual Property" of the NCI Agency General Provisions.

29.2 The Contractor will indemnify NATO and its servants or agents, against claims made against NATO and its servants or agents, by their personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.

29.3 The total liability related to paragraphs 29.1 and 29.2 shall not exceed the greater of 100% of the Total Contract value.

29.4 The Contractor will consult with the Purchaser over the handling of any claim or action to which the provisions of this Clause may be relevant and will consult with the Purchaser over the handling of any such claim and conduct of any such action and will not without prior consultation and without the concurrence of the Purchaser settle or compromise any such claim or action.

29.5 In the event of an accident resulting in loss, damage, injury or death arising from negligence or wilful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the Contractor shall involve the Purchaser in any investigation into the cause of the accident.

ARTICLE 30   PERFORMANCE GUARANTEE

30.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the

Effective Date of Contract, a bank guarantee to the value of five per cent (5%) of the total Contract Price.

30.2 Such guarantee shall be made payable to the Purchaser and may be delivered in the form of:

a) A certified cheque;
b) An irrevocable letter of credit; or
c) A bank guarantee such as a performance bond or promissory note.

30.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.

30.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.

The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.

30.5 The Contractor shall request in writing relief from the performance guarantee upon expiration of the service period as specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.

30.6 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than five per cent (5%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.

30.7 The failure of the Contractor to deposit such performance guarantee with the purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 39 "Termination for Default for Default" of the NCI Agency General Provisions.

30.8 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 33.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 39 "Termination for Default" of the NCI Agency General Provisions.

ARTICLE 31   BASIC SAFEGUARDING OF CONTRACTOR COMMUNICATION AND INFORMATION SYSTEMS (CIS)

31.1   Definitions.

"Contractor Communication and Information System" means an information system that is owned or operated by a contractor that processes, stores, or transmits NATO Information.

"NATO Information" means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:

NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.

NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Safeguarding" means measures or controls that are prescribed to protect information systems.

31.2   Safeguarding requirements and procedures. The Contractor shall provide adequate security on all contractor CIS. To provide adequate security, the Contractor shall implement, at a minimum:

For contractor CIS that are part of a cloud computing service or an Information Technology (IT) service or system developed or operated on behalf of NATO shall be subject to the security requirements specified elsewhere in this contract.

For contractor CIS storing, processing, or transmitting NATO RESTRICTED Information the security requirements specified in SoW clause, "Safeguarding of NATO Restricted Information" as mandated in NATO's Security Committee reference document number, AC/35-D/2003-REV5, dated 13 May 2015, entitled, "Directive on Classified Project and Industrial Security" shall apply.

For contractor CIS storing, processing, or transmitting NATO UNCLASSIFIED Information that are not part of a cloud computing service or IT service or system operated on behalf of NATO, the Contractor shall apply the minimum mandatory security measures as prescribed for NU controls for national systems in the NATO's Consultation, Command and Control Board (C3B) reference document number AC/322-D/0048-REV3 (INV) dated 18 November 2019, entitled, "Technical and Implementation Directive on CIS Security".

Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified elsewhere in this contract or of other applicable NATO or national regulatory requirements.

A breach of these obligations may subject the Contractor to contractual actions in law and equity for penalties, damages, and other appropriate remedies by the Purchaser.

Subcontracts. The Contractor shall include the substance of this clause, in subcontracts under this contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor may have NATO Information residing in or transiting through its CIS.

ARTICLE 32   CYBER INCIDENT REPORTING

32.1   Definitions.

"Contractor attributional/proprietary Information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or

unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"NATO Information" means as defined in clause, Basic Safeguarding of Contractor Communication Information Systems (CIS).

"Cyber incident" means any detected anomaly compromising, or that has the potential to compromise, communication, information or other electronic systems or the information that is stored, processed or transmitted in these systems.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which NATO Information is recorded, stored, or printed within a contractor CIS.

32.2   Cyber incident reporting requirement.

When the Contractor discovers a cyber incident that affects a contractor CIS or NATO Information residing therein, or that affects the contractor's ability to perform the requirements of the contract, the Contractor shall—

> Conduct a review for evidence of compromise of the NATO Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing contractor CIS that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised NATO Information, or that affect the Contractor's ability to perform the requirements of the contract; and,

> Report the cyber incident(s) to the Contracting Officer within 72 hours of discovery of any cyber incident.

Cyber incident report. The cyber incident report shall be treated as information created by or for the Purchaser and shall include, at a minimum, the following content:

- Company name
- Facility Clearance Level
- Company point of contact information (name, position, telephone, email)
- NCI Agency Project Manager point of contact (name, position, telephone, email)
- Contract number(s) or other type of agreement affected or potentially affected
- Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
- Contract or other type of agreement classification level
- Impact to NATO Information and/or provided products/services
- Ability to provide operational support
- Date incident discovered
- Location(s) of compromise
- NATO programs, platforms or systems involved
- Classification of the systems involved
- Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
- Description of technique or method used in the cyber incident
- Incident outcome (successful compromise, failed attempt, unknown)
- Incident/Compromise narrative (Ex: Chronological explanation of event/incident, threat actor TTPs, indicators of compromise, targeting, mitigation strategies, and any other relevant information to assist in understanding what occurred) Include in this section what actions have been taken to mitigate the risk/damage of both hardware and software assets.
- Confirm whether news media are already aware/informed of the incident
- Any additional information

Subject to the Purchaser's consultation with the contractor's national cyber defence authority and/or as prescribed in the contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to request the following:

Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, inform the Contracting Officer to allow the Purchaser to request the malicious software or decline interest. Do not send the malicious software to the Contracting Officer.

Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraphs of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow the Purchaser to request the media or decline interest.

Access to additional information in support of an incident investigation. Upon request by the Purchaser, the Contractor shall provide the Purchaser with access to additional information that is necessary to conduct an incident investigation

Cyber incident damage assessment activities. If the Purchaser elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph below.

Information Handling. The Purchaser shall protect information reported or otherwise provided to the Purchaser under this clause that includes contractor attributional/proprietary information in accordance with applicable NATO policies. To the maximum extent practicable, the Contractor shall identify and mark contractor attributional/proprietary information. The Purchaser may use contractor attributional information and disclose it only for purposes and activities consistent with this clause. The Purchaser will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such an authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

The Contractor shall conduct activities under this clause in accordance with applicable NATO regulations and contractor national laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

Other reporting requirements. The cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other cyber incident reporting as required by other applicable clauses of this contract, or as a result of other applicable NATO regulations or contractor national law or regulatory requirements.

Subcontracts. The Contractor shall—

Include this clause in subcontracts, or similar contractual instruments, for which subcontract performance will involve NATO Information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as NATO

Information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and,

Require subcontractors to provide a copy of the incident report to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to the Purchaser as required in this clause.

ANNEX A: NCI AGENCY NON-DISCLOSURE DECLARATION

We, the undersigned........   (Company) duly represented by .....   (hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under CO-115759-DAMS-WCM

_____

_Date   Full name (in block capitals)   Signature

===================================

TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEES WORKING IN THE NATO'S PREMISES UPON COMMENCEMENT OF THEIR WORK.

I UNDERSTAND:

That I must preserve the security of all classified /commercial-in-confidence Information which comes to my knowledge as a result of this contract with NATO and that I undertake to comply with all relevant security regulations.

That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI Agency or by his designated representative.

That I must not, without the approval of the General Manager of the NCI Agency, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under CO-115759-DAMS-WCM.

That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under CO-115759-DAMS-WCM, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under CO-115759-DAMS-WCM, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

IFB-CO-115759-DAMS-WCM
AMENDMENT 5

DIGITAL ASSET MANAGEMENT SYSTEM (DAMS)/ WEB CONTENT MANAGEMENT (WCM) REPLACEMENT

BOOK II - PART IV
STATEMENT OF WORK (SOW)

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SECTION 1   : INTRODUCTION

1.1.   Background

1.1.1.   The North Atlantic Treaty Organization (NATO) Public Diplomacy Division (PDD) efforts serve a vital function within the Alliance by communicating its purpose and priorities to audiences worldwide. In fulfilling this role, the PDD actively strengthens NATO's public image, thereby fostering awareness and understanding of NATO's policies and activities, and ultimately enhances trust in and support for the Alliance.

1.1.2.   Currently, this effort is supported by two main systems:

1.1.2.1.   **The Web Content Management (WCM)** system, which is the technical system currently used to support the public NATO website (https://www.nato.int). It includes a hardware component (network infrastructure, servers, databases, IT security devices), a software component (the content management, application), and the content of the NATO website (text, photos, audio, design).

1.1.2.2.   **The Digital Asset Management System (DAMS),** which is the media management system that manages, processes and stores public NATO multimedia content. It currently includes 3rd party software that enables the management and storage of content produced by NATO and its partners, as well as the publication of a selection of the assets to be shared through the NATO multimedia portal (https://www.natomultimedia.tv) for viewing by any visitor and for download by professional media.

1.1.3.   To continuously improve and adapt to the changing environment, the PDD is undergoing a transformation program to improve the communication infrastructure of the alliance. Part of this transformation includes extending the functionality provided by the current WCM and DAMS systems. This project seeks to re-compete the WCM and DAMS system as a public cloud-based solution..

1.1.4.   In a 2020 design study and market survey, the Purchaser examined possible WCM candidates which resulted in the following short-list:

Product	Website
Liferay Experience platform	https://www.liferay.com
Sitecore	https://www.sitecore.com
Adobe Experience Manager	https://business.adobe.com/
Storyblok	https://www.storyblok.com/
Kentico	https://www.kentico.com/
Contentstack	https://www.contentstack.com/

Table 1 Short-list of WCM Products

1.2. Standards for Interpretation of the Statement of Work (SOW)

1.2.1. The use of shall is defined as follows:

- Shall: This requirement is mandatory and must be implemented.

- Shall not: means that the definition is an absolute prohibition of the specification.

- Could: means that the definition is a Contract option that could be exercised by the Purchaser.

1.3. Scope of Work

1.3.1. The scope of work consists of providing, integrating, configuring, transitioning to, and maintaining a Public Software as a Service (SaaS) solution for the Purchaser that delivers workflow management, content management, and large-scale digital asset management, and content publication according to the styling preferences and way of working of the Purchaser.

1.4. Period of Performance (POP)

1.4.1. The POP is captured in multiple milestones and is detailed in SECTION 3. In summary, the Contract consists of three phases:

1.4.1.1. The first phase constitutes the provisioning and configuration of the Solution, under the Base Contract, shall be no more than 12 months from the Effective Date of Contract (EDC), and is completed via Purchaser confirmed Final System Acceptance (FSA).

1.4.1.2. The second phase constitutes service delivery and will start after the first phase and shall extend until the end of 2028 and is completed by Purchaser confirmation. During this phase, also option 3 of this Contract can be exercised by the Purchaser.

1.4.1.3. The optional third phase constitutes an additional three years of service delivery that could commence after the completion of the second phase and is completed by Purchaser confirmation. During this phase, also option 4 of this Contract can be exercised by the Purchaser.

Figure 1 and Figure 2 display these timelines (both subject to Section 3 of this SOW)

Figure 1 Timeline Year 1

Figure 2 Timeline following years

1.5. Place of Performance

1.5.1. The majority of the work shall be performed offsite, through virtual collaboration and remote working, with the possible exception of workshops and training sessions with the PDD. These workshops and training sessions may be conducted at NATO Headquarters in Brussels, Belgium.

1.6. High-level Objectives

1.6.1. Provide a solution that provides the out-of-the box functionality of one of the Content Management System (CMS) products identified in Table 1 Short-list of WCM Products, the functional requirements identified in this SOW, and the SLA requirements described in ANNEX B.

1.6.2. Ensure that the Solution receives Security Accreditation (SA) by the NATO Security Accreditation Authority (SAA) by adhering to all relevant security directives,, (reference 2.2.3) including the integration of the Solution with the Purchaser's Security Information and Event Management System (SIEM) and the Purchaser's solution for Secure Edge Protection.

1.6.3. Identify all configuration items needed for the PDD to operate the Solution in an effective manner by executing workshops and business analysis of the PDD way-of-working. Then continue to implement these discoveries into the Solution and providing the appropriate training to the PDD.

1.6.4. Migrate the data maintained in the current WCM and DAMS system to the Solution and coordinate the transition into operations of the new solution.

1.6.5. Continue to update and maintain the configuration, functionality, technical, and security aspects of the system once it has received FSA for the ongoing year and for a period of 4 years and additional optional years, according to the Service Level Agreement (SLA) in ANNEX B.

1.7. Critical Periods

Several times per year, the Purchaser will host publically important events like ministerial meetings and summits. These periods are considered critical and the Contractor should consider the following during critical periods:

- During phase 1 of the project, the PDD will be unavailable for configuration solicitation or training, and no technical works can take place on any NATO systems;

- During phase 2 and 3, additional usage of the Solution is expected and additional support from the Contractor will be required.

These critical periods can be planned (approximately 10 times per year) but also unplanned in case of a crisis situation. Planned critical period start and finish dates will be communicated to the Contractor at least 30 calendar days before the start of the period. Unplanned critical periods will be communicated to the Contractor as soon as possible.

1.7.1.   (SHALL) The Contractor shall incorporate Critical Periods into all planning aspects of the project.

1.8.   Limited Maintenance Periods

Before, during and after critical periods, the Purchaser's organization moves into a Limited Maintenance Period (LMP). During these periods there is limited availability of Purchaser Staff and no significant technical works can take place on any NATO system to reduce risk. Planned LMPs start and finish dates will be communicated to the Contractor at least 30 calendar days before the start of the period. Unplanned LMPs will be communicated to the Contractor as soon as possible.

1.8.1.   (SHALL) The Contractor shall incorporate LMPs into all planning aspects of the project.

SECTION 2 : APPLICABLE DOCUMENTS

2.1. Documentation

The documentation related to this Contract consists of NATO documents and non-NATO documents.

2.1.1. The Contractor shall be aware and comply with the documents listed in SECTION 2 throughout the Contract.

2.2. NATO Documents

2.2.1. Reference documents for Quality Assurance (QA) purposes

Abbreviation	Full document Name and Reference
[AQAP-2105, Ed.C, Ver.1]	NATO Requirements for Quality Plans. Ed.C, Ver.1, 2019.
[AQAP-2131, Ed.C, Ver.1]	NATO Quality Assurance Requirements for Final Inspection and Test. Ed.C, Ver.1, 2017.
[AQAP-2210, Ed.A, Ver.2]	NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310. Ed.A, Ver.2, 2015.
[AQAP-2310, Ed.B, Ver.1]	NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers. Ed.B, Ver.1, 2017.

Table 2 QA Reference Documents

2.2.2. NATO Standards Guidance

Abbreviation	Full document Name and Reference
[STANAG 4281, Ed.3]	NATO Standard Marking for Shipment and Storage. Ed.3, 2016.

Table 3 NATO Standards Guidance Reference Documents

2.2.3. NATO Security Documents

Abbreviation	Full document Name and Reference
[NAC AC/35-D/2000-REV8, 2020]	Directive on Personnel Security (AC/35-D/2000-REV8), 2020
[AC/322-D(2019)0038 (INV)]	CIS Security Technical and Implementation Directive for the Security of Web Application, 2019
[AC/322-D(2021)0032]	Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems, 2021
[AC/322-D/0048-REV3 (INV)]	Technical and Implementation Directive on CIS Security, Revision 3, 2019
[AC/322-D/0030-REV6]	Technical And Implementation Directive For The Interconnection Of Communications And Information Systems (CIS)

Table 4 NATO Security Reference Documents

2.2.4. Other NATO Documents

Abbreviation	Full document Name and Reference
[NCIA AD 06.03.04, 2015]	Agency Directive AD 06.03.04 Test Verification and Validation - 20 February 2015

Table 5 NATO Reference Documents

2.3. Non-NATO Documents

2.3.1. Reference documents for Quality, Testing, and Integrated Logistic Support (ILS)

Abbreviation	Full document Name and Reference
[ISO/IEC 15288, 2015]	Systems and software engineering -- System life cycle processes
[ISO/IEC 12207, 2008]	Systems and software engineering -- Software life cycle processes
[ISO/IEC 25010, 2011]	Systems and software engineering — Systems and Software Quality Requirements and Evaluation (SQuaRE) — System and software quality models
[ISO 9000/ 9001, 2015]	Quality management systems - Fundamentals and vocabulary & Requirements
[ISO/IEC/IEEE 29119]	Software and systems engineering — Software testing
[ISO/IEC/IEEE-29119-3]	Software and systems engineering — Software testing - Test documentation
[SX000i-B6865-0X000-00, 1.1, 2016.]	International Guide for the use of the S-Series Integrated Logistics Support (ILS) specifications,

Table 6 Non-NATO Reference Documents

2.3.2. Applicable Hyperlinks

Hyperlink	Full document Name and Reference
https://developers.cloudflare.com/	Onboarding criteria for Cloudflare Edge Security Solution

Table 7 Hyperlinks

SECTION 3   : PHASES AND MILESTONES

3.1. Introduction

The delivery timelines for the project are ambitious and the Contractor shall make every effort necessary to avoid delays in execution of the Contract. The phases and delivery milestones of the project are described in this section. The Contract shall take these phases into consideration when creating the Project Management Plan (PMP) and the Project Master Schedule (PMS).

3.1.1.   (SHALL) The Contractor shall meet or "exceed" the dates mentioned in Table 8 Milestone (Note: "Exceed" is to be understood as a situation where the Contractor has delivered earlier than the dates mentioned in the schedule, and the Purchaser has accepted the milestone accordingly).

3.1.2.   (SHALL) The Contractor shall incorporate the Phases mentioned in this section into the PMP and PMS. Changes to the phases of the project shall only be considered after Purchaser approval.

3.1.3.   (SHALL) The Contractor shall ensure that anything that may delay the implementation is brought to the attention of the PPM promptly.

3.2. Effective Date of Contract (EDC)

3.2.1.   (SHALL) The EDC will be established at the time of Contract Award.

3.3. Phases

3.3.1.   Phase one

Phase one aligns with Work Package 1 and constitutes the provisioning of the system. This phase has three distinct tracks: security, technical, and configuration. These phases and timelines are displayed in Figure 3.
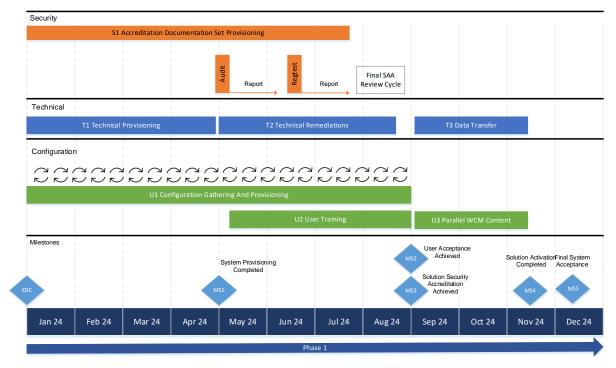
Figure 3 Milestones and Tracks - Phase 1

3.3.1.1.   Security Track

The security track relates to all activities that are required to optimize the Security of the Solution and achieve SA. Without forward planning, Security Documentation and Achieving SA will pose a big risk to the success of the project. The Security Track is divided into four elements:

- S1 Security Accreditation Documentation Provisioning.

The Contractor shall deliver all SA documentation and gain written approval of all documents. The Contractor is free to choose the most suitable process for this effort but shall take the different dependencies and review times for documents into consideration. The process, exact planning, and Purchaser and SAA involvement shall be captured in the PMP and PMS

- Audit and Report.

The Security Audit on the system shall be performed by the Purchaser and will require 7 calendar days. On the last day of the audit, an audit debrief will be organized to discuss all findings that the Contractor shall remediate before the Audit Regression Test starts. After the audit debrief, a planning period of 30 calendar days is planned for the delivery of the Audit report by the Purchaser.

- Regression Test and Report

If there are any audit findings that are remediation by the Contractor, the Purchaser will organize an Audit Regression Test on the Solution to verify the changes made by the Contractor. The Audit Regression test will require 7 calendar days. On the last day of the regression test, a debrief will be organized to discuss all findings After the regression test debrief, a planning period of one calendar month should be considered for the delivery of the Audit Regression Test report by the Purchaser.

- Final SAA Review Cycle

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In the final review cycle, the SAA will review all documents and the results of the audit reports to conclude on a decision to grant SA of the Solution. This final review cycle takes one month.

3.3.1.1.1.   (SHALL) The Contractor shall include one calendar month of SAA review time per review cycle per document in the ADS in the PMP and PMS. These reviews can be executed in parallel.

3.3.1.1.2.   (SHALL) The Contractor shall include at least two review cycles per document before gaining SAA approval for that document in the PMP and PMS.

3.3.1.1.3.   (SHALL) The Contractor shall include a planned Audit in week 19 of 2024 and a planned Regression Test in in week in 25 of 2024 as critical planning items in the PMP and PMS.

3.3.1.1.4.   (SHALL) The Contract shall include the completion of MS1 (System Provisioning Completed) as a dependency for the start of the Audit in the PMP and PMS.

3.3.1.1.5.   (SHALL) The Contractor shall include a calendar month of time required for the writing of the audit report and a calendar month of time required for the writing the regression test report in the PMP and PMS.

3.3.1.1.6.   (SHALL) The Contractor shall include the ADS Dependencies displayed in Figure 4 in the PMP and PMS. Each document shall be approved before the next dependent document approval process is started.

3.3.1.1.7.   (SHALL) The Contractor shall include a calendar month of time required for the SAA to execute a final review cycle in the PMP and PMS.
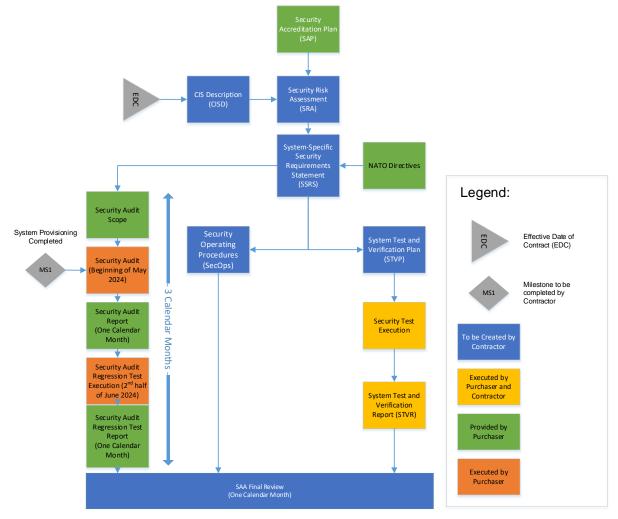
Figure 4 Dependencies ADS Documents and Audits

Further details on the responsibilities and content of each of the audits and documents in ADS during the SA process can be found in SECTION 8.

3.3.1.2.   Technical Track

The technical track involves all the technical effort required to deliver a feasible solution that adheres to all the requirements in this SOW, including the transfer of the data from the WCM and DAMS systems to the Solution.

- T1 – Technical Provisioning

This block constitutes all the technical works needed to create the Solution, including the integration with NATO systems and the system of other Contractors. At the end of this phase, the milestone "System Provisioning Complete" is achieved and the system is considered mature enough to receive the security audit and start the configuration of the system.

- T2 – Technical Remediation

The security Audit for the solution is planned for 7 calendar days in the beginning of May 2024 and shall be concluded by an out-brief that details all the remediation actions that will be required to achieve accreditation of the Solution. The Contractor shall effectively use the time

between the Audit and the Audit Regression test to ensure all technical remediation items are completed before Audit Regression Test Start (2nd half of June 2024).

- T3 Data Transfer and Activation

After the final SAA review cycle of the ADS has been completed and SA has been achieved for the solution, the Contractor shall execute a data-transfer from the WCM and DAMS systems to the Solution as per the Data Migration Plan (DMP). After the data transfer has successfully concluded, the Contractor shall activate the Solution so that end-users start using the new websites.

3.3.1.2.1.   (SHALL) The Contractor shall include the dependency between the provisioning of the technical solution and the Security Audit in the PMP and the PMS.

3.3.1.2.2.   (SHALL) The Contractor shall include the dependency between the Technical Remediation and the Security Audit Regression test in the PMP and the PMS.

3.3.1.2.3.   (SHALL) The Contractor shall include the dependency between achieving SA for the Solution and the Start of the Data Migration in the PMP and PMS.

3.3.1.2.4.   (SHALL) The Contractor shall include the dependency between achieving user acceptance and the start of the Data Migration in the PMP and PMS

3.3.1.2.5.   (SHALL) The Contractor shall include the dependency between completing the Data Migration and Solution Activation in the PMP and PMS.

3.3.1.3.   Configuration Track

The Configuration track constitutes all the effort required to ensure the User can effectively use the system. This includes the solicitation and implementation of the different configuration items as well as training for the users and ensuring a period in which the current WCM and DAMS systems as well as the Solution operate in parallel.

- U1 - Configuration Gathering and Provisioning

In this block, the Contractor will solicit the configuration items from the User and implement them in the Solution. For this effort, the Contractor is free to propose the most effective process that takes availability of the User organization into consideration. This block will focus on the creation and execution of the Solution Configuration Plan (SCP).

- U2 - User Training

After the Technical System Provisioning has been achieved and a baseline of configuration items have been included in the system. The Contractor can start training of the PDD staff. The most effective way of training and the time commitment required from the PDD staff will be proposed by the Contractor through the Training Plan (TP), which is subject to Purchaser approval.

- U3 – Parallel WCM Content

In the period of time that SA and UA for the Solution have been achieved but the Solution has not been activated yet, there will be a period of overlap during which there may be some duplication of effort across the systems. This period should be kept as short as possible.

3.4. Milestone Overview

Milestone	Delivery
MS1 System Provisioning Completed	EDC + 4 months
MS2 User Acceptance Achieved	MS1 + 4 months
MS3 Solution Accreditation Achieved	MS1 + 4 months
MS4 Solution Activation Completed	MS3 + 2.5 months
MS5 Final System Acceptance	MS4 + 1 month
MS6 Service Delivery Completed	End 2028
(Additional Years of Service)	End of each year

Table 8 Milestone Timelines and Dates

3.4.1.   MS1 – System Provisioning Completed

This milestone is achieved when the technical provisioning of the system has been achieved according to the functional and non-functional system requirements defined in this SOW. Completion of this milestone is achieved by written Purchaser acceptance of the technical implementation.

3.4.2.   MS2 – User Acceptance Achieved

This milestone is achieved when the Purchaser considers the Solution configured and fit-for-purpose to be used in an operational capacity, including satisfactory training of the Purchaser staff. Completion of this milestone is achieved by written Purchaser approval of the SCP (reference 4.4.12), TP (reference 4.7.7), and written acceptance of the configuration and training deliverables by the Purchaser.

3.4.3.   MS3 – Solution Security Accreditation Achieved

This milestone is constitutes the granting of SA of the system according to the applicable security directives described in this SOW. Completion of this milestone is achieved by signature of the SA Statement of the Solution by the SAA.

3.4.4.   MS4 – Solution Activation Completed

This milestone constitutes the cutover from the current WCM and DAMS system to the new solution, including transfer of the data. Completion of this milestone is achieved by written Purchaser approval of the DMP, and the Solution Activation Plan. The Solution Activation can only be executed if the Purchaser formally approves the Pre-Activation Test (PAT).

3.4.5.   MS5 – Final System Acceptance

FSA is the act by which the Purchaser has evaluated and determined that the implemented capability meets the requirements of Work Package 1 and that the Contractor has fully delivered all related requirements. This milestone is achieved by achieving MS1 through MS4.

3.4.6.   MS6 – Service Delivery Completed

Service Delivery Completed constitutes the delivery of the service in an operational capacity according to the SLA requirements described in ANNEX B from the point of achieving MS5 (FSA) until the end of 2028. This milestone is achieved by Purchaser signoff.

3.4.7. Additional Years of Service

Additional Service Delivery Completed constitutes the delivery of the service in an operational capacity according to the SLA requirements described in ANNEX B from the point of achieving MS6 until the end of each extended year. This milestone is achieved by Purchaser signoff at annual review.

An overview of the timelines and milestones is provided in Figure 1 Timeline Year 1and Figure 2 Timeline following years.

SECTION 4 : WORK PACKAGE 1: PROVISIONING OF THE SOLUTION (CLIN 1)

4.1. Providing the Solution

The provisioning of the Solution shall entail all the resources including services, personnel, materials, components, training, equipment, data, documentation, and effort required to deliver a system. This work package shall include all the requirements marked (SHALL) in the System Requirements Statement (SRS) as described in SECTION 13 as well as all the project deliverables marked as (SHALL) in this section.

4.1.1. (SHALL) The Contractor shall procure and configure a public cloud based solution for the Purchaser while ownership of that solution will remain with the Purchaser at all times (see hereafter subsections 4.1.1.1 and 4.1.1.2). The Solution shall be provided as described by the requirements marked (SHALL) in as well as the requirements in this Section.

4.1.1.1 Intellectual Property

The Purchaser shall retain exclusive ownership, title and interest to any development, object/source code, any product, service, tool, application or result (regardless of the stage of finalisation), and derivative works thereof, developed by the Contractor or delivered under the Contract, both directly on the cloud based solution as well as outside a cloud based framework.

The Contractor shall ensure that the Purchaser shall be able to use all necessary or relevant third party technology (including cloud based technology) at its convenience based on a royalty-free, worldwide, irrevocable, sub-licensable, perpetual license to use. Such use shall be included into the overall Contract price.

The Contractor shall remain exclusively liable and responsible towards the Purchaser for any usage of third-party hosting, application or services throughout the Term of the Contract. Any cost or fee related to the licensing of any such third-party hosting, application or services shall be fully included into the final price for the Contract.

The Purchaser shall retain exclusive ownership, title, interest and all applicable intellectual property rights in and to the data (including personal data) and/or content provided (directly or indirectly) to the Contractor throughout the Contract.

4.1.1.2 Data Governance

The Contractor acknowledges that the performance of the Contract will require data (including personal data) to be processed, transmitted and/or stored (including via the Contractor's managed cloud provider).The Contractor shall comply with all applicable Data Protection Laws throughout the Term of the Contract. The Purchaser shall act as the data controller and the Contractor shall act as the data processor.

The Contractor shall provide, as integral part of its offer, a detailed and comprehensive overview of all necessary and/or appropriate **administrative, physical, and technical safeguards** that will be taken (both by the Contractor as well as the managed (cloud) service providers) to ensure the security, confidentiality and integrity of the Purchaser's data processed during the Term of the Contract.

The Contractor shall ensure that the (personal) data processed during the Term of the Contract (including cloud storing) shall be done so in a NATO country.

The Contractor ensures that the Purchaser shall at all times retain full access and control of the data processed by the Contractor (and/or its managed (cloud) service providers).

At the end of the Contract, regardless of the reason for its termination, the Purchaser shall have the right to an easy and rapid (latest 7 calendar days) **data extraction solution** offered by the Contractor at no additional cost. This shall mean that whenever the Contract is terminated or expires, in addition to any rights or remedies the Purchaser might have, the Purchaser shall have the right to obtain the solution and services provided for under the Contract by a third party, and that the Contractor hereby explicitly agrees to cooperate to the fullest extent necessary with the Purchaser and/or any third party (assigned by the Purchaser) so as to accomplish the transaction of the solution/data without an interruption or disruption of the business operations of the Purchaser. The Purchaser shall have one (1) year to request the Contractor to fully cooperate with the Purchaser and/or such assignee, if any, to facilitate the transfer of all deliverables provided by the Contractor up until such termination. This shall include a full transfer of all documentation, licenses for use of third-party (cloud) tools/solutions, and for the Contractor (including any managed (cloud) service provider) to prove that all of the Purchaser's data provide throughout the Contract have been destroyed (unless other instructions provided by the Purchaser). For reasons of clarity: the present paragraph shall also apply to Section 5 of the present SoW.

The Contractor acknowledges that any data provided by the Purchaser during the Contract is **protected by international treaties** and falls under the **inviolability of archives** as set out in the 1951 Ottawa Agreement on the Status of the North Atlantic Organization, National Representatives and International Staff and the 1952 Paris Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty. The Contractor shall ensure to invoke the aforementioned inviolability of NATO data towards any authority, instance or legally competent requestor asking for access to said NATO data. The Contractor shall inform the Purchaser of any such requests immediately and let the Purchaser interact with any authority, instance or legally competent requestor

4.1.2.   (SHALL) The Contractor shall provide a solution that utilizes one of the products mentioned in Table 1 for the WCM functionality of the system.

4.1.3.   (SHALL) The Contractor shall ensure that any system requirements described in this SOW by the requirements marked (SHALL) that are not covered by the system in 4.1.2 shall be provided by Commercial of the Shelf (COTS) solutions.

The current WCM and DAMS system have integrations with external systems (ANNEX C). The Contractor is free to re-use these integrations to provide the functionality described in this SOW.

4.1.4. (SHALL) If the Contractor decides to re-use one or more of the integrations, the Contractor takes full responsibility of the interconnection and the external system, including adherence to all (security) requirements described in this SOW.

4.1.5. (SHALL) Only if the functionality described in this SOW is not available as a COTS and if the functionality cannot be realized with current integrations shall the Contractor create custom functionality for the Purchaser – subject to Purchaser approval.

4.2. Organization

During the Solution Provisioning, clear definition of roles and responsibilities will be needed to ensure success. The mandatory roles are described in below and in Figure 5.

4.2.1. (SHALL) The Contractor shall appoint a Contractor Project Manager (CPM) as a single Point of Contact (POC) for the project.

4.2.2. (SHALL) The Contractor shall appoint a Contractor Quality Assurance Representative (CQAR) as the single POC for all quality-related aspects of the project (reference SECTION 12).

- NATO Roles

During the Solution Provisioning phase, NATO has specific roles assigned to the project.

   o The **User** is one or more representatives of the PDD. They are the Points of Contact (POC) for all items related to configuration and functional requirements of the Solution.

   o The Purchaser Project Manager (PPM**)** is an individual from the NATO Communication and Information (NCI) Agency and is the main POC for all items related to technical provisioning and Contracting during this phase of the project.

   o The **SAA** is the NATO Office of Security (NOS) and they are the party within NATO that review the risk assessment and grant SA for the Solution

   o The **NATO Quality Assurance Representative** (NQAR) is the NCI Agency Independent Verification and Validation (IV&V) Service line and their role is described in SECTION 12).
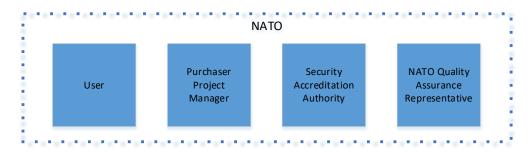
- 3rd Party Solution POC

The current WCM and DAMS system, as well as some of the integrated systems are (partially) managed by 3rd Party Contractors. In this project, each of these 3rd Party Contractors will have a POC for the integration with the Solution.

- Contractor Roles

During the Solution Provisioning phase, the Contractor shall have the following roles as a minimum to the project. The Contractor is free to propose additional roles as part of the PMP.

   o The **CPM** is the main POC for this phase for all items that are not related to the quality of the project or the quality of the deliverables.

   o The **CQAR** is the Contractor's POC for quality and their role is described in SECTION 12.
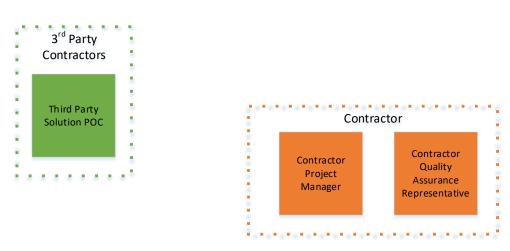
Figure 5 Roles During Solution Provisioning

The roles for the Service Delivery phase of the project are described in SECTION 5.

4.3. Project Management

The Purchaser uses the Projects IN Controlled Environments (PRINCE2) Agile Project Management Methodology during the execution of this Contract. The Contractor is free to use any project management methodology deemed efficient for this effort as long as there is a single POC for the project

4.3.1. (SHALL) The Contractor shall at all times ensure that:

- Adequate resources are applied to all activities undertaken under the Contract;

- Milestones are achieved in a timely manner;

- The project status information is comprehensively reported to the Purchaser in a timely manner;

- All risks to project achievement are identified and managed;

- Professional standards of project activities and deliverables through the application of QA techniques are applied;

4.3.2. (SHALL) The Contractor shall proactively coordinate and collaborate with other parties (NATO, Contractors) as required for the implementation of this project, in close coordination with the Purchaser.

4.3.3. (SHALL) The Contractor shall attend, organise and conduct meetings as required by the Purchaser.

4.4. Project Documentation

4.4.1. Project Management Plan (PMP)

4.4.1.1. (SHALL) The Contractor shall establish and maintain a PMP which shall describe how the Contractor will implement the totality of the project as specified in this SOW.

4.4.1.2. (SHALL) The Contractor's PMP shall cover all aspects of the project implementation that are appropriate to provide the capability as required by this Contract.

4.4.1.3. (SHALL) The Contractor's PMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor plans with insight into the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in this SOW.

4.4.1.4. (SHALL) The Contractor shall ensure that the PMP comprises of the following sections unless otherwise agreed to by the Purchaser:

- An 'Organisation' section describing the Contractor's organisation for this project according to the requirements. This section shall include an organisational chart showing the members of the Contractor's Project Team (including the members of the Contractor PMO) and showing their respective responsibilities and authority. This section should also include proposed Project Communication Plan.

- A 'Project Planning' section describing the Contractor's processes supporting the development and maintenance of the deliverables according to the requirements.

- A 'NATO Staff Involvement' section describing interactions with NATO staff, including the timeframes and expected involvement from NATO staff with the implementation and configuration activities.

- A 'Risk management' section describing the Contractor's processes supporting Risk Management by the Contractor.

4.4.2. Project Master Schedule (PMS)

The PMS will form the basis of aligning the planning between the Contractor and the Purchaser and will remain relevant throughout the lifecycle of the project.

4.4.2.1. (SHALL) The Contractor shall establish, maintain and deliver as required a PMS containing all tasks and milestones.

4.4.2.2. (SHALL) The PMS shall contain the following items unless otherwise stated by the Purchaser:

- Contain all events and milestones

- Delivery times of all documentation to be provided to the Purchaser

- Identify the critical path for the overall project

- Identify the start and finish dates, duration, predecessors, constraints (as necessary) and the total slack of each task

- Identify the main project milestones

- Identify the progress for each task

- Identify the applicable baseline, and shall show progress against the baseline

- Minimise the use of constraints and absolute dates

- Identify the main deliverables.

4.4.3.   Service Delivery Plan (SDP)

The SDP shall describe the approach to Service Delivery after FSA has been reached and the Solution is in operations.

4.4.3.1.   (SHALL) The Contractor shall create and maintain a SDP that describes the following items:

- Organization

    - The Contractor and Purchaser roles during the Service Delivery Phase

    - The Contractor's Points of Contract for each of the Contractor roles

- Communication

    - Communication mechanisms for service delivery and incident response

    - Hours of availability for both incident response and service support

    - Approach to reporting, including meeting formats and report formats

- SLA

    - Metrics used for each of the items in the SLA (reference ANNEX B)

    - Traceability between system components (COTS products) and the functional requirements in this SOW

    - Patching, Security, and License management

- Changes

    - Change management process for Purchaser-initiated changes (normally perfective changes (as per ISO 9126 (reference 2.3))

    - Change management process for Contractor-initiated changes (normally corrective, adaptive, and preventive changes (as per ISO 9126 (reference 2.3)).

- Testing

    - Approach, timing, and cadence to each test related to service delivery (reference SECTION 5):

        - Quarterly Stress Test

        - Yearly Fall-back Solution Test

- ▪ Yearly Backup Test
- ▪ Security Tests and Audits
  - o Contractor, Purchaser, and third-party responsibilities per test
  - o Risks and mitigations involved in each of the tests

4.4.3.2. Project Status Report (PSR)

The PSR is one of the mechanisms used by PMs to increase understanding and keep track of the progress of the project

4.4.3.3.   (SHALL). The Contractor shall provide a weekly PSR to the Purchaser.

4.4.3.4.   (SHALL) The Contractor's PSR shall at minimum summarise completed, ongoing, and upcoming activities, as well as attached updated PMS.

4.4.3.5.   (SHALL) The Contractor shall ensure that the PSR summarises activities, including (but not limited to):

- Changes in key Contractor personnel;

- Summary of Contract activities during the preceding month, including the status of current and pending activities;

- Progress of work and schedule status, highlighting any changes since the preceding report;

- Change Requests status;

- Off-Specifications status;

- Test(s) conducted and results;

- Plans for activities during the following reporting period;

4.4.4. Security Accreditation Documentation Set (ADS)

The ADS contains all of the documentation required for the accreditation of the Solution.

4.4.4.1.   (SHALL) The Contractor shall ensure that ADS comprises all documentation described in SECTION 8.

4.4.5. Contractor Cyber Incident Management Plan (CIMP)

4.4.5.1.   (SHALL) The Contractor shall be required to deliver a CIMP that is aligned to cyber security controls in line with NATO Security Policy and its supporting directives.

4.4.5.2.   (SHALL) The Contractor shall create, maintain and operate a formal incident response and forensic capability for protection of NATO Information residing on non-NATO Information Systems. The Contractor shall include the subcontractors and suppliers that perform support work that involves NATO Information.

4.4.5.3.   (SHALL) The Contractor shall establish an incident-handling capability plan that consists of:

- Incident response policy and plan

- Procedures for performing incident handling and reporting

- Guidelines for communicating with outside parties regarding incidents

- Incident team structure and staffing model relationships and lines of communication between the incident response team and other groups,

- Both internal and external services the incident response team should provide, and

- Staffing and training the incident response team

4.4.5.4.   (SHALL) The final Program CIMP shall be in Adobe Acrobat format with a digital signature from the Contractor cognizant authority

4.4.5.5.   (SHALL) If no approved Program CIMP currently exists between the Contractor and NATO, then one must be created and submitted. If an approved Program CIMP already exists and sufficiently satisfies the CIMP requirements for the Contract, then no new CIMP delivery is required. In such cases, the Contractor in consultation with the Purchaser shall only submit a Contract Letter to the Contracting Officer stating that all CIMP requirements are satisfied by the existing Program CIMP.

4.4.5.6.   (SHALL) The Contractor shall report cyber incidents that result in an actual or potentially adverse effect on the Contractor Communication and Information Systems (CIS) and/or NATO Information residing therein, or on a Contractor's ability to deliver on the requirement.

4.4.5.7.   (SHALL) The Contractor shall report status of the incident-handling capability including plan-of actions for capabilities not at full operational status, and periodic operational status.

4.4.5.8.   (SHALL) The Contractor shall provide status of a cyber-incident from first identification to closure as described in the CIMP.

4.4.5.9.   (SHALL) The Contractor shall report cyber incidents for all section of the SOW to the Purchaser as described in the NCI Agency Special Provisions Clause, Cyber Incident Reporting.

4.4.5.10.   (SHALL) The Contractor shall establish and document a digital forensics readiness plan, and upon an incident execute the plan on the Contractor CIS to include the collection, examination, analysis, and reporting.

4.4.5.11.   (SHALL) The Contractor shall use a community-developed, standardized specification language for representing and exchanging information in the broadest possible range for cyber-investigation domains, including forensic science, incident response, and counter terrorism.

4.4.5.12.   (SHALL) The Contractor forensic team assessment as required shall initiate corrective actions to include securing identified vulnerabilities, improve existing security controls, and provide recommendations for improvement to policies, procedures, tools, and other aspects of the forensic process.

4.4.5.13.   (SHALL) Subject to the Purchaser's consultation with the Contractor's national cyber defense authority and/or as prescribed in the Contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to examine and audit all records and other evidence sufficient to reflect proper program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of NATO Information. If the Purchaser identifies any security deficiencies during the audit, the Contractor shall implement corrective actions to address the shortfalls identified during these assessments at its own expense within a timeframe agreed with the Purchaser. The Purchaser reserves the right to re-examine and audit evidence of the implemented corrective actions.

4.4.6.   Requirements Traceability Matrix (RTM)

4.4.6.1.   (SHALL) The Contractor shall develop and maintain a RTM that establishes a complete cross-reference between on the one hand the requirements stated in the SRS, System Security Requirements Statement (SSRS), and on the other hand the detailed contents of the SDS in terms of SDS statements and lowest-level CIs.

4.4.6.2.   (SHALL) The Contractor shall maintain the RTM updated during the project lifecycle.

4.4.6.3.   (SHALL) The Contractor shall provide the Purchaser with updates (via the tools) to the RTM daily during the execution of each formal test event, and following the conclusion of each acceptance test event. Content, Verification Methods to be used and the workflow for updating the RTM shall be proposed and documented in the PMTP by the Contractor and approved by the Purchaser.

4.4.6.4.   (SHALL) The Contractor shall ensure that the RTM includes the following information (but is not limited to):

- List of all functional and non-functional requirements

- List of all numbered requirements in the SRA and the SSRS.

- For each requirement, two-way traceability between the requirement and the design feature that implements the requirement.

- For each requirement, identification of any Off-specifications associated with the requirement.

- For each requirement already successfully tested: identification of the test(s) or test waiver(s) on the basis of which the requirement was demonstrated.

- For each requirement not yet successfully tested: identification of the test(s) or test waiver(s) that are intended to demonstrate the requirement; identification of the associated problem report.

4.4.7.   Technical System Design Specification (SDS)

4.4.7.1.   (SHALL) The Contractor SDS shall describe the Solution to a level of detail that is sufficient for the Purchaser to be able to ensure that the requirements in this SOW are implemented.

4.4.8.   Log Ingestion and Processing Survey (LIPS)

4.4.8.1.   (SHALL) The Contractor shall support the Purchaser in the creation of a LIPS that details the logs to be provided from the solution to the Purchaser's SIEM. These logs will be a subset of the following:

- All event logs of cloud components that will process data related to the Solution

- All application of logs of the Solution

- All Security logs of cloud components that will process data related to the Solution

What logs are needed will be based on the SRA of the solution. Therefore it is important the planning takes the dependency between the SRA and the LIPS into consideration.

4.4.8.2.   (SHALL) The Contractor shall include the dependency between the SRA and the LIPS in the PMP and PMS.

4.4.9.   Training Plan (TP)

4.4.9.1.   (SHALL) The Contractor shall provide a TP that describes the training approach, modality, planning, content, and Purchaser Involvement for the initial training activities required to make all users and application admins proficient operators of the Solution;

4.4.9.2.   (SHALL) The TP shall include all the training required for the Users to execute works and responsibilities as described in 5.3.

4.4.10.   Data Migration Plan (DMP)

The migration of data from the WCM and DAMS system to the solution is critical to the continuous character of the NATO websites. The Contractor shall prepare and execute a DMP that ensures safe transition of data between the systems without affecting availability.

4.4.10.1.   (SHALL) The Contractor shall provide a DMP that describes the approach, activities, timing, responsibilities, risks, and rollback approach for data migration between the WCM and DAMS system and the Solution.

4.4.10.2.   (SHALL) The DMP shall describe the full migration of data and metadata from the DAMS system to the Solution.

4.4.10.3.   (SHALL) The DMP shall describe the migration of the initial WCM content that shall be migrated to the Solution as described by the Purchaser

4.4.10.4.   (SHALL) The Contractor shall ensure the structure, format and context of the migrated data will fit the new configuration as per the SCP (reference 4.4.12)

4.4.11.   Solution Activation Plan (SOAP)

4.4.11.1.   (SHALL) The Contractor shall provide a SOAP that describes the approach, activities, timing, responsibilities, risks, and rollback approach for switching end-user-traffic from the current WCM and DAMS systems to the Solution, including the activation of the fall-back solution.

4.4.12. Solution Configuration Plan (SCP)

The detailed requirements for configuring the system will have to be distilled from the User organization in the first stage of the project (reference 1.4.1.1). The Contractor shall create a collaboration process the User to ensure all the detailed configuration requirements are identified, captured, and implemented. The Contractor is free to select the most effective process but an iterative process that is based on close collaboration is advised. This requirements gathering process, together with the result will be described in the SCP.

The Contractor shall be aware that the configuration requirements will not be based on the current WCM and DAMS systems and processes. Instead, the configuration requirements shall be created "green field" with the User.

4.4.12.1.   (SHALL) The Contractor shall provide a SCP that describes:

- **The Requirements Gathering Approach (RGA):** The process, planning, and Purchaser involvement to capture the solution implementation requirements from the User.

- **The Solution Configuration Approach (SCA)**: The process, planning, and Purchaser involvement to configure the Solution so these workflows, privileges, and templates are available for use by the Purchaser.

4.4.12.2.   (SHALL) The Contractor shall describe the following elements in the RGA and SCA of the SCP :

- Site Templates
- Component Schemas
- Content Statuses
- Workflows
- User-groups
- Users
- Privileges
- Dashboards
- Information Exchanges
- API Configurations

4.4.13. System Test Documentation Package (STDP)

4.4.13.1.   (SHALL) The Contractor shall provide a STDP as per SECTION 11.

4.5. Documentation Delivery and Review

4.5.1.1.   (SHALL) The Contractor shall deliver all documents to the Purchaser in electronic format (MS Office unless otherwise stated in this SOW) for review and approval. The Purchaser shall provide reasonable effort to review and approve these documents in a timely manner.

4.5.1.2.   (SHALL) The Contractor shall ensure that any documentation delivered to the Purchaser has been properly reviewed according to Contractor quality management process.

4.5.1.3.   (SHALL) All documentation provided by the Contractor shall be subject to Purchaser approval. The Contract should expect additional review rounds of the documentation before acceptance by the Purchaser is achieved.

4.5.1.4.   (SHALL) The Contractor shall take into account Purchaser comments and shall issue up other documentation versions as required.

The acceptance of documents by the Purchaser signifies only that the Purchaser agrees to the Contractor's approach in meeting the requirements. This acceptance in no way relieves the Contractor from its responsibilities to meet the requirements stated in this Contract.

4.5.1.5.   (SHALL) The Contractor shall remain responsible for updating the documents in the course of the Contract (to correct errors, inconsistencies, omissions, etc. and to reflect changes in the system design, system implementation, support arrangements).

4.6. Design activities

4.6.1.1.   (SHALL) The Contractor shall conduct the necessary activities and develop a design of the Solution at the Preliminary and Critical levels, including all interfaces to other systems to meet the SOW requirements.

4.6.1.2.   (SHALL) The Contractor shall keep the SDS up to date throughout project execution, in particular in order to obtain and maintain the SA.

4.7. Solution Provisioning Activities

4.7.1.   The Purchaser reserves the right to suspend the Contractor's installation and/or or activation work for up to 14 calendar days to avoid interfering with or disrupting other activities.

4.7.2.   Technical System Provisioning

4.7.2.1.   (SHALL) The Contractor shall provision a solution that provides the functionality described in SECTION 12 and adheres to the SLA requirements in ANNEX B.

4.7.3.   System Migration

(SHALL) The current WCM and DAMS systems contain data that is used daily by various users and end-users. The content, assets, metadata, user-data, workflow data, and privileges shall be migrated to the Solution.

4.7.3.1.   DAMS Data

The current DAMS system contains approximately 450. TB of data consisting of videos, audios, images, texts, and metadata. This data will need to be included in the new solution to ensure its operational use in the new solution and to ensure the current on-premises DAMS solution can be decommissioned. The data of DAMS is stored in a SQL database containing

the metadata and the proxy/preview quality thumbnails, and references to the high resolution video and photo files which are stored as separate files.

- The exact structure of the data and limited reference data will be provided by the Purchaser to the Contractor at EDC +1 month for preparation purposes.

- The full dataset will be provided by the Purchaser to the Contractor close to the activation of the solution so data implementation efforts can be executed by the Contractor.

4.7.3.1.1.   (SHALL) The Contractor shall migrate all DAMS data to the Solution according to the DMP (reference 4.4.10)

4.7.3.1.2.   (SHALL) The Contractor shall preserve the logical structure in the migration of the DAMS data: hierarchies and dependencies and web content linkages.

4.7.3.1.3.   (SHALL) The Contractor shall preserve the security restrictions of the content in alignment with the DAMS system and compatibility with the new solution.

4.7.3.2.   WCM Data

4.7.3.2.1.   The WCM data in the content-related data that is used on the nato.int website. A portion of this data shall be transferred to the new solution. (SHALL) The Contractor shall migrate the data of the WCM system to the Solution according to the DMP (reference 4.4.10)

4.7.3.2.2.   (SHALL) The Contractor shall assist the User with the manual migration of selected content from the WCM system to the Solution to be used as active content, taking into consideration the new configuration.

4.7.4.   Solution Activation

After the technical solution has been provisioned, testing has successfully concluded, and SA has been achieved, all the user-facing elements of the old WCM and DAMS system will have to be re-directed to the new solution.

4.7.4.1.   (SHALL) The Contractor shall create a SOAP as per 4.4.11.

4.7.4.2.   (SHALL) After Purchaser approval of the SOAP, the Contractor shall activate the Solution in close coordination with the Purchaser.

4.7.5.   Solution Testing

4.7.5.1.   (SHALL) The Contractor shall create a System Test Documentation Package as per 4.4.13 and in accordance with SECTION 11

4.7.5.2.   (SHALL) The Contractor shall execute a series of tests to confirm that the Solution meets its requirements, in accordance with SECTION 11.

4.7.6.   System Configuration

The new solution will have to be configured in a way that is aligned with the way-of-working of the PDD staff. This requires all configurable elements to be identified, captured, and implemented during the first phase of the project (reference 1.4). ANNEX D gives an indication on the complexity of the configuration.

4.7.6.1.   (SHALL) The Contractor shall create a SCP as per 4.4.12.

4.7.6.2.   (SHALL) After Purchaser approval of the SCP, the Contractor shall execute the SCP.

4.7.7.   Training

Training of the PDD as users and application administrators of the system will be a critical part of the adoption of the solution.

4.7.7.1.   (SHALL) The Contractor shall provide a TP as described in 4.4.9.

4.7.7.2.   (SHALL) After Purchaser approval, the Contractor shall provide the training as described in the TP.

4.7.8.   Security Accreditation

All NATO systems require SA before NATO information can be processed. Therefor the Contractor will have to work with the SAA and the Purchaser to get SA of the system before it can become operational.

4.7.8.1.   (SHALL) The Contractor shall achieve SA for the Solution as per SECTION 8.

SECTION 5 : WORK PACKAGE 2: SERVICE DELIVERY YEAR UNTIL END 2028

5.1. Introduction

After the Contractor has completed the first phase and the FSA milestone has been achieved, the Contractor will continue to coordinate and operate the service on behalf of the Purchaser as per the SLA (reference ANNEX B) and the below annual requirements.

5.2. Administering and Operating the Solution

5.2.1. (SHALL) The Contractor shall continue to administer and operate the Purchaser-owned public cloud based solution in section 4.1 and the SDP (reference 4.4.3)

5.2.2. (SHALL) The Contractor shall ensure that all licenses are registered with the NCI Agency as end-User. The Contractor shall ensure that any and all User Licenses and User Agreements presented to the Purchaser for signature shall be coherent with and make cross-reference to the terms of this Contract.

5.3. Organization

During the Service Delivery phase, the roles involved with the Solution shall be different from the Solution Provisioning phase. The roles for each of the parties involved is describe below and displayed in Figure 6.

- NATO Roles

During the Solution Provisioning phase, NATO has specific roles assigned.

  o The **User** is one or more representatives of the PDD. They are the POC for all items related to service delivery and functional requirements of the Solution. The user has elevated privileges in the Solution and can connect to the Solution from a NATO network using a NATO-managed device or through Internet using a non-NATO managed device. It is planned to have 100 Users for the Solution. During this phase, the User will have the following responsibilities:

    ▪ Application admin – able to configure the application (e.g. privileges, templates, workflows) with elevated privileges.

    ▪ Content and asset management (e.g. creating and publishing content, creating and enriching assets).

  o The **Service Delivery Manager (SDM)** is an individual from the NCI Agency and is the main POC for all items related to technical provisioning and Contracting during this phase of the project.

  o The **SAA** is the NOS and they are the party within NATO that review the risk assessment and grant SA for the Solution

  o The **NQAR** is the NCI Agency Independent Verification and Validation (IV&V) Service line and their role is described in SECTION 12).

- 3rd Party Contractor Roles

  o The **Third Party Solution POCs** are the 3rd Party Contractors responsible for different solution that have interaction or an interaction with the Solution. These will be the primary POCs for each solution.

- o The **Third Party Users** are individuals that operate the Solution and provide content to the NATO Users. They hold privileged access to the system and do not operate from within a NATO network, but instead shall use unmanaged devices to access the Solution. Examples of these are translators and external content contributors. It is planned to have up to 100 Third Party Users for the Solution.

- Contractor Roles

During the Solution Provisioning phase, the Contractor shall have the following roles as a minimum to the project. The Contractor is free to propose additional roles as part of the PMP.

- o The **SDM** is the main POC for this phase for all items that are not related to the quality of the service or the QA of the service.

- o The **CQAR** is the Contractor's POC for quality and their role is described in SECTION 12.

Next to the formal roles, there are also roles that could be utilized on an optional basis as described in SECTION 7

- End-users

The end-users are the ones that will be consuming the content and assets of the Solution. These users are the audience of the system and are categorized into three sets:

- o **Regular End-users** are individuals that browse each of the sites and consume the information. They have no elevated privileges on the system and cannot downloads assets. The number of regular end-users is described in B.1.

- o **Authenticated End-users** are individuals that can also browse each of the websites but they have the extended ability to download assets from the DAM portion of the Solution. This privilege is granted through single-factor authentication. There are around 10.000 Authenticated End-users.

- o **Authenticated CIS** are digital systems that are allowed to connect to the Solution's API and execute download and search actions in an automated manner. These systems require authentication by the User before they are granted these privileges.
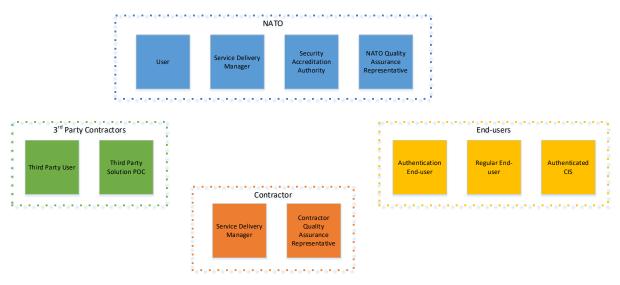
Figure 6 Roles During Service Delivery

5.4. Changes

Technology will continue to evolve over the course of this Contract. It is important that the Solution stays secure and relevant in the POP.

5.4.1. (SHALL) The Contractor shall inform the Purchaser of any significant changes in technology, software, dependencies, or best practices arising in the content management industry.

5.4.2. (SHALL) All changes considered corrective, adaptive, and preventive as per ISO 9126 (reference 2.3) shall be considered regular maintenance of the Solution and shall be executed by the Contractor without additional cost to the Purchaser.

5.4.3. (SHALL) At the request of the Purchaser, the Contractor shall incorporate any changes to the Solution that fall outside of corrective, adaptive, or preventive changes as per ISO 9126 (reference 2.3), based on the Costed Options List (COL – reference 7.2).

5.5. Quarterly Stress Test

Part of the Purchaser's business continuity approach is a quarterly stress test of the Solution.

5.5.1. (SHALL) On a quarterly basis, the Contractor shall organize a Stress Test that is executed by the Contractor. A report of this test shall be provided to the Purchaser.

5.5.2. (SHALL) The Stress Test shall be executed by the independent third-party in close coordination with the Purchaser and the Contractor.

5.5.3. (SHALL) The Stress Test shall be based on the peak metrics for the system, as described in B.1.

5.6. Yearly Fall-back Solution Test

As the Fall-back Solutions remains critical to the business continuity approach of the Purchaser, the Fall-back Solution shall be tested on an annual basis.

5.6.1.   (SHALL) The Contractor shall organize a yearly test of the Fall-back Solution together with the Purchaser.

5.7.   Yearly Backup Test

Because of the historic value of the data maintained in the Solution, yearly tests of the backups shall be executed.

5.7.1.   (SHALL) The Contractor shall organize a Yearly Restore Test of the backups. This includes the data backups and backups of the logs.

5.7.2.   (SHALL) The Contractor shall provide the Purchaser with a report of the Yearly Restore Test.

5.8.   Quarterly Service Delivery Reporting

5.8.1.   (SHALL) The Contractor shall provide a Quarterly Service Delivery Report to the Purchaser with the following information:

- Patching

- Quarterly Stress Test results

- Upcoming and ongoing changes (including status)

- Service Requests and their Status

- Overview of (security) incidents and findings

- Changes in Contractor personnel and/or points of contact

- Any downtime/service degradation in reporting period

- If applicable: results of the Fall-back test results and backup-test results

- Site usage in terms of

    o   Monthly usage (# of Requests)

    o   Data Transferred

    o   Storage used

5.8.2.   (SHALL) The Contractor shall organize a Quarterly Service Delivery Retrospective meeting with the Purchaser in which the contents of the Quarterly Service Delivery Report are presented.

5.9.   Yearly Service Delivery Report

Next to the quarterly reporting, the Contractor shall provide an annual reporting of the Service delivery of that year.

5.9.1.   (SHALL) The Contractor shall provide an annual service report with an aggregate of the quarterly Service Delivery Reports with specific focus on outlying metrics and visible trends in the service delivery metrics.

5.10.   Service Support

During the POP of the Contract, the Purchaser shall receive service support for the Solution. Service support is considered first-line helpdesk that deals with service requests, information sharing, and non-critical issues of the users.

(SHALL) The Contractor shall provide service support in the POP of the Contract from 08:00 until 18:00 on business days (excluding Belgium holidays) in the GMT+1 time zone.

(SHALL) The Contractor shall allow the Purchaser to make service request via phone and a ticketing system.

(SHALL) The Service Support shall include:

- Providing information on known issues and workarounds

- Answers to Frequently Asked Questions

- Registering of Non-critical Issues

- Logging of Feature Request

- Service Requests for changes to the following items:

    o Site Templates

    o Component Schemas

    o Content Statuses

    o Workflows

    o User-groups

    o Users

    o Privileges

    o Dashboards

5.11. Incident Response

An incident can either be discovered by the Contractor or the Purchaser and consists of two types:

- Critical – an incident (include cyber incident) that causes the end-user functionality of the Solution to be interrupted or degraded.

- Normal – an incident (including cyber incident) that causes other functionality (back-end) functionality of the Solution to be interrupted or degraded

5.11.1. (SHALL) The Contractor shall respond to Incidents from 08:00 until 18:00 on business days (excluding NATO holidays) in the GMT+1 time zone.

5.11.2. (SHALL) The Contractor shall respond to Incidents 24 hours per day during the entire duration of Critical Events (reference 1.7) and LMPs (reference 1.8).

5.11.3. (COULD) The Contractor could respond to Incidents 24 hours per day, 365 days per year.

SECTION 6 : WORK PACKAGE 3 (OPTION): ADDITIONAL 3 YEARS OF SERVICE DELIVERY

6.1. Introduction

After the Contractor has completed the first five years of Service Delivery by completing Milestone MS5 (reference 3.4.5), the Contract can optionally be extended to include another three years of service delivery.

6.2. Continuation of Service Delivery

6.2.1. (SHALL) The Contractor shall continue to deliver the service as described under Work Package 2 as described in SECTION 4.

SECTION 7 : WORK PACKAGE 4 (OPTION): ADDITIONAL CONTRACTOR SUPPORT

7.1. Introduction

During the execution of Work Package 2 and optionally Work Package 3, additional (technical) support from the Contractor might be required to further configure the system and to make perfective changes to the system (as per ISO 9126 (reference 2.3)). The Purchaser can decide to execute multiple instances of the options mentioned in this Work Package.

7.1.1.   (SHALL) In the case that multiple options are needed to accomplish a perfective change to the Solution, the Contractor shall create a non-binding quote to the Purchaser that describes all options required. The process for providing and approving a quote will be established at EDC.

7.2.   Costed Option List (COL)

7.2.1.   (COULD) **Project Management Support** - The Contractor could provide one hour of Project Management Support where an individual is assigned to oversee all the Contractor efforts required for a significant perfective change.

7.2.2.   (COULD) **Junior Technical Support** – The Contractor could provide one hour of Senior Technical Support where an individual shall plan, execute, test, and document complex perfective technical changes to the Solution.

7.2.3.   (COULD) **Senior Technical Support** - The Contractor could provide one hour of Senior Technical Support where an individual shall plan, execute, test, and document complex perfective technical changes to the Solution.

7.2.4.   (COULD) **Data Expert Support** - The Contractor could provide one hour of Data Expert Support where an individual execute any complex data-related effort, including but not limited to data-mining, data-analysis, data-structuring, data-migration, and data quality checks

7.2.5.   (COULD) **Workflow Support** - The Contractor could provide one hour of Workflow Support where the Purchaser is assisted by an individual to make changes to the workflow of the Solution.

7.2.6.   (COULD) **Content Support** - The Contractor could provide one hour of Content Support where the Purchaser is assisted by an individual to make changes to content (e.g. templates and component schemas).

7.2.7.   (COULD) **Privilege Management and IAM Support** - The Contractor could provide one hour of Privilege Management and IAM Support where the Purchaser is assisted by an individual to make changes to the IAM aspect and privileges in the system (e.g. Identity Access Management and user-group management).

7.2.8.   (COULD) **Solution Training** - The Contractor could provide one hour of Solution Training on the Solution as provisioned for this environment (e.g. on-the-job training). The per diem is not included in this option and will be contracted separately.

7.2.9.   (COULD) **Product Training** - The Contractor could provide one hour of Product Training on one of the six products that will be provisioned as part of the Solution (reference Table 1 Short-list of WCM Products. The per diem is not included in this option and will be contracted separately.

7.2.10. (COULD) **Per Diem** – The Contractor could provide one day of travel, per diem, and any cost associated with providing any support on-premises at NATO Headquarters in Brussels, Belgium.

SECTION 8 : SECURITY ACCREDITATION

8.1. Information Classification

The Solution as well as the WCM and DAMS system have various levels of sensitive information that need to be viewed and processed by the Contractor.

- The maximum classification and ownership level of the information that is processed by the Solution is NATO UNCLASSIFIED.

- Notwithstanding the NATO UNCLASSIFIED confidentiality level of the information contained in the Solution, it is of utmost importance that the integrity and availability of the information is ensured at all times.

- While integrating with the Purchaser's CIS or CIS provided by 3rd party contractors, the Contractor might need to process NATO RESTRICTED information.

8.1.1. (SHALL) The data in the current WCM and DAMS systems as well as in the future Solution shall protected as NATO UNCLASSIFIED because the public information originated from NATO.

8.1.2. (SHALL) The Contractor shall be aware of sensitivity and ownership of the data being processed and shall adhere to the applicable Security Requirements of the data according to the policies in 2.2.3.

8.2. Security Accreditation Requirements

The SAA for the Solution is the NOS. Coordination with the SAA will be conducted by the Purchaser.

8.2.1. (SHALL) The Solution shall achieve SA, in order to demonstrate compliance with the NATO relevant Security Policy, supporting directives and system-specific documentation (e.g., System Security Requirement Statements (SSRS) and to be granted authority to go live.

8.2.2. (SHALL) To receive a SA statement from the SAA, the Contractor shall develop an ADS (reference 8.3) and obtain SAA approval for the individual documents. The Contractor should expect a number of review rounds per document before it will be approved by the SAA.

8.2.3. (SHALL) The Contractor shall produce a Security Test and Verification Plan (STVP), execute security testing witnessed by the Purchaser and formally documented in a Security Test and Verification Report (STVR) as part of the ADS.

8.2.4. (SHALL) The Contractor shall support security audits from both independent third-party auditors (selected by the Contractor) and Audits executed by the Purchaser, including but not limited to:

- Security Testing and Verification

- Type 3 Security Audits (i.e. validation tests)

- Type 4 Security Audits (i.e. pen-testing)

8.2.5. (SHALL) Type 3 and Type 4 Security Audits are conducted by the NATO Cyber Security Center (NCSC) in line with [AC/35-D/2005-REV3]. A Type 3 Security Audit audit comprises amongst others vulnerability detection, software inventory, system patching & update services, insecure port & service detection, anti-malware measures, data loss prevention and security configuration. The Audit results will be communicated in a report. The Contractor shall address any findings and recommendations from the Audit and report on remediation status.

8.2.6. (SHALL) Where the remediation of audit findings results in the modification of the design (without introducing additional components), other documentation requirements, and changes to configuration of components, the Contractor shall consider these changes to be within the technical and financial scope of this Contract; no Engineering Change Proposal (ECP) shall be generated. Where the implementation of security measures results in a requirement for additional components to be procured for implementation that could not be reasonably foreseen beforehand, an ECP shall be raised by the Contractor.

8.2.7. (SHALL) The Contractor shall take action to follow, carry out the necessary work, and to implement the advice, instructions and changes required to remediate findings resulting from security testing and security audit(s).

8.2.8. (SHALL) The Contractor shall take action to follow, carry out the necessary work, and to implement the advice, instructions and changes required by the SAA.

8.2.9. (SHALL) The Contractor shall designate Security Subject Matter Experts (SME) as points of contact for SA and security-related issues.

8.2.10. The Contractor may need to request Approval for Pilot (AfP) before the interim Security Accreditation (iSA) can be requested to the SAA. The AfP will have to be agreed by the Purchaser with the SAA, in order to define to what extent the Solution may be operated during a period of time ad until iSA is requested and granted.

8.3. Security Accreditation Documentation Set (ADS)

The achievement of the Solution SA will require a prescribed set of security documentation to be produced based on SA documentation templates. The templates will be made available to the Contractor after the EDC.

8.3.1. (SHALL) The Contractor shall produce SA documentation and provide inputs to documents in support of the Solution SA.

8.3.2. (SHALL) The Contractor shall identify and document any COTS products included in the system in the security documentation.

The documentation to be developed to support the Solution SA process is listed in the table; which also summarizes responsibilities related to the development of each document Column "Baseline/Guidance" lists available templates, relevant NATO Security Directives and Guidance, and similar documentation existing NATO CIS which can be used as an example or initial input. All Security Accreditation documents will be subject to Purchaser and SAA approval.

Document	Baseline/Guidance	Contractor Responsibility (The Contractor shall)	Purchaser Responsibility
Security Accreditation Plan (SAP)	Latest approved SAP template	• None	• Create the SAP
CIS description (CISD)	CISD template NU Reference baselines	• Create the CISD document based on the CISD template provided by the Purchaser.	• Provide template and guidance to the Contractor • Review • Coordination with the SAA
Security Risk Assessment (SRA)	SRA template	• Provide support to Purchaser for SRA development • Address any additional technical security requirements from the SRA	• Provide SRA template • Identify scope, assets, threats and vulnerabilities • Review • Coordination with the SAA
Site Security Requirement Statement (SSRS)	SSRS template	• Develop SSRS • Provide technical input to SSRS	• Provide template • Provide guidance and support to Purchaser • Review • Coordination with the SAA
Security Test & Verification Plan (STVP)	STVP template	• Develop STVP	• Provide template • Provide guidance and support to the Contractor • Review • Coordination with the SAA
Security Test Report (STR)	STVR template	• Execute testing • Record results	• Provide test report template • Supervise and witness security testing
Security Operating Procedures (SecOPs)	SecOPs	• Production and delivery of SecOPs	• Provide generic SecOPs template • Provide guidance and support to the Contractor • Review • Coordination with the SAA

Table 9: Security Accreditation Documentation and Contractor Responsibility

Security Accreditation Plan (SAP)

8.3.3. (SHALL) A Security Accreditation Plan for the Solution shall be developed by the Purchaser.

8.3.4. (SHALL) The SAP shall describe the steps to be taken to achieve SA of the Solution.

8.3.5. (SHALL) The Contractor shall strictly adhere to the SA activities described in the SAP as approved by the SAA. All activities related with the SA process shall be identified in the PMP and correlated with the overall system design and implementation.

CIS Description (CISD)

8.3.6. (SHALL) A CISD for the Solution shall be developed by the Contractor. A template will be provided by the Purchaser.

8.3.7. (SHALL) The CISD shall be formulated by the Contractor at the earliest stage of the project. The Contractor shall maintain the CISD during the project, including all relevant information taken from the SDS as required to understand the content of the CISD document. CISD shall be standalone document and shall not refer to any document from SDS.

8.3.8. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the CISD document as many times as necessary in order to obtain SAA approval.

Security Risk Assessments (SRA)

8.3.9. (SHALL) The Contractor shall support the development of the SRA, including risks related to modern CIS technologies and the Solution specific risks. The SRA shall be conducted in accordance with AC/35-D/1017.

8.3.10. (SHALL) The Contractor shall consider any change to be within the technical and financial scope of this Contract whenever the implementation of security measures results in the modification of the design, other documentation requirements, and changes to the Solution; no changes to the Contract shall be generated.

8.3.11. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the SRA as many times as necessary in order to obtain SAA approval.

System-specific Security Requirements Statement (SSRS)

A SSRS will be developed, as directed by the SAA, defining the security requirements for the Solution.

8.3.12. (SHALL) The Contractor shall support the development of the SSRS to include the minimum levels of security deemed necessary.

8.3.13. (SHALL) The SSRS shall be formulated at the earliest stage of the project and shall be further developed and enhanced and updated as the project develops.

8.3.14. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and SHALL update the SSRS as many times as necessary in order to obtain SAA approval.

Security Test and Verification Plan (STVP)

The STVP provides a plan of all security tests. The STVP shall be generated by the Purchaser with support provided by Contractor.

8.3.15. (SHALL) The Contractor shall support the development of STVP, using the STVP template provided by the Purchaser.

8.3.16. (SHALL) The Contractor shall ensure all security mechanisms are planned for testing.

8.3.17. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the STVP as many times as necessary in order to obtain SAA approval.

Security Test and Verification Report (STVR)

The STVR provides results of all security tests specified in the STVP.

8.3.18. (SHALL) The Contractor shall execute the SAA approved STVP under the supervision of the Purchaser.

8.3.19. (SHALL) The Contractor shall produce and deliver a STVR, containing results of all security tests specified in the STVP, using the template provided by the Purchaser.

8.3.20. (SHALL) The Contractor shall ensure security test identifiers are preserved in the Report as defined in the STVP.

Security Operating Procedures (SecOPs)

SecOPs will be developed for the Solution. The SecOPs are a description of the implementation of the security measures to be adopted, the operating procedures to be followed and the responsibilities of the personnel.

8.3.21. (SHALL) The Contractor shall deliver the Solution SecOPs using the template provided by the Purchaser.

8.3.22. (SHALL) SecOPs shall also cover all security requirements identified in the SRA and SSRS which are not fully fulfilled by technical countermeasures. For example, following security procedures should be addressed (not exhaustive list):

- System configuration and maintenance;
- System backup;
- System recovery, etc.

8.3.23. (SHALL) The Contractor shall take into account any comments from the Purchaser and SAA and shall update the SecOPs as many times as necessary in order to obtain SAA approval.

8.3.24. Security Documentation Review

All documents for SA shall be subject to Purchaser and SAA review and approval. The Contractor should expect a number of review rounds per document before it will be approved by the SAA.

8.3.25. (SHALL) The Contractor shall produce Security Documentation under the close supervision and guidance of Purchaser's specialists.

8.3.26. (SHALL) The Contractor shall submit Security Documentation to the Purchaser for review before submission to SAA for approval.

8.3.27. (SHALL) The Contractor SHALL take into account any comments from the Purchaser and SAA and shall update the ADS as many times as necessary in order to obtain SAA approval.

8.3.28. Security Mechanisms to be implemented by the Solution

The Security Mechanisms to be implemented by the Solution will be based on:

a. The outcome of the SRA, and

b. CIS Security Technical and Implementation Directive for the Security of Web Applications (Reference 2.2.3) and

c. Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (Reference 2.2.3), and

d. Technical and Implementation Directive on CIS Security (Reference 2.2.3), and

e. Technical And Implementation Directive For The Interconnection Of Communications And Information Systems (Reference 2.2.3).

8.3.29. (SHALL) The Contractor shall address SRA-recommended changes in security mechanisms in the design.

8.3.30. (SHALL) The Contractor, in the Solution design, shall include implementation of the Security Mechanisms and provide full traceability of high level security measures requirements down to the implementation level.

8.3.31. (SHALL) The Contractor shall maintain an end-to-end traceability of the required security measures throughout the project.

8.3.32. (SHALL) The Contractor shall include any additional security measures resulting from the follow-on risk assessments as part of the end-to-end traceability.

8.3.33. (SHALL) The Contractor shall design the security mechanisms for the Solution to be complementary to not overlap with the NATO wide IA Services capability already provided by other NATO systems.

8.3.34. (SHALL) The Contractor shall design the Solution security mechanisms to integrate with the existing NATO wide IA Services capability.

8.3.35. (SHALL) The Contractor shall implement the security mechanisms, approved by the Purchaser after coordination with the SAA, as a part of the Solution design and SA work and shall produce the associated documentation.

SECTION 9 : NATO INFORMATION PROTECTION

9.1. (SHALL) The Contractor shall identify all NATO Information associated with the execution and performance of this Contract. At the post-award conference, the Contractor and Purchaser PM shall identify and affirm marking requirements for all NATO Information to be provided to the Contractor, and/or to be developed by the Contractor, associated with the execution and performance of this Contract.

9.2. (SHALL) The Contractor shall track all NATO Information associated with the execution and performance of this Contract. The Contractor shall document, maintain, and upon request, provide to the Purchaser, a record of subcontractors, vendors, and/or suppliers who will receive or develop NATO Information and associated with the execution and performance of this Contract.

9.3. (SHALL) The Contractor shall restrict unnecessary sharing and/or flow down of NATO Information associated with the execution and performance of this Contract – in accordance with NATO marking and dissemination requirements and based on a 'need-to-know' to execute and perform the requirements of this Contract.

9.4. (SHALL) The Contractor shall develop and store all NATO technical data (e.g., source code) in a secure facility. The Contractor shall prevent computer software, in the possession or control of non-NATO entities on non-NATO information systems, from having connections to the network through segregation control (e.g., firewall, isolated network, etc.).

9.5. (SHALL) The Contractor shall flow down the requirements of this clause to their subcontractors, vendors, and/or suppliers.

SECTION 10 : SAFEGUARDING OF NATO RESTRICTED INFORMATION

10.1. (SHALL) The Contractor shall identify all NATO Information associated with the execution and performance of this Contract. At the post-award conference, the Contractor and Purchaser PM shall identify and affirm marking requirements for all NATO Information to be provided to the Contractor, and/or to be developed by the Contractor, associated with the execution and performance of this Contract.

10.2. (SHALL) The Contractor shall track all NATO Information associated with the execution and performance of this Contract. The Contractor shall document, maintain, and upon request, provide to the Purchaser, a record of subcontractors, vendors, and/or suppliers who will receive or develop NATO Information and associated with the execution and performance of this Contract.

10.3. (SHALL) The Contractor shall restrict unnecessary sharing and/or flow down of NATO Information associated with the execution and performance of this Contract – in accordance with NATO marking and dissemination requirements and based on a 'need-to-know' to execute and perform the requirements of this Contract.

10.4. (SHALL) The Contractor shall develop and store all NATO technical data (e.g., source code) in a secure facility. The Contractor shall prevent computer software, in the possession or control of non-NATO entities on non-NATO information systems, from having connections to the network through segregation control (e.g., firewall, isolated network, etc.).

10.5. (SHALL) The Contractor shall flow down the requirements of this clause to their subcontractors, vendors, and/or suppliers.

SECTION 11 : TEST, VERIFICATION AND VALIDATION

11.1. TV&V activities

11.1.1. (SHALL) All information items used during the verification and validation activities shall be handled according to their security classification, in accordance with the applicable Security Directives (reference 2.2.3).

11.1.2. (SHALL) The Contractor shall have the overall responsibility for meeting the TV&V requirements and conducting all related activities. This includes the development of all TV&V documentation required under the Contract, the conduct of all-independent verification and validation as well as the evaluation and documentation of the results.

11.1.3. (SHALL) All Contract-related deliverables supplied by the Contractor shall be verified and validated to meet the requirements of this Contract.

11.1.4. (SHALL) All document-based deliverables shall be produced in a manner compliant with the templates provided by the Purchaser.

11.1.5. (SHALL) Each (Acceptance) Test Event shall start with the Test Readiness Review (TRR) and finishes with the Event Review Meeting (ERM).

11.1.6. (SHALL) During each (Acceptance) Test, a daily progress debrief shall be scheduled. Participation to the daily progress debrief will be agreed between Purchaser and Contractor. The aim of the debrief is to get a common understanding on what tests were run, which passed, which failed, and whatever defects were reported during the day.

11.1.7. (SHALL) For each TV&V activity, the Contractor shall provide log/record of the event, including but not limited to individual test results, defects found, requirement coverage, test execution durations, deviations during execution and sign-off for each result by both the Contractor and Purchaser.

11.1.8. (SHALL) The Contractor shall support Purchaser led Validation activities to confirm that the Solution is fit for purpose.

11.1.9. (SHALL) The Contractor shall be responsible for the planning, execution and follow-up of all TV&V activities. The Purchaser will assist in preparations by reviewing and providing feedback on all Contractor produced Configuration Items. The Purchaser will also provide testing and Functional Expertise during all TV&V activities to witness and assist with these activities.

11.1.10. (SHALL) The Contractor shall demonstrate to the Purchaser that there is a Test Process in place for the project, supported by Contractor QA.

11.1.11. (SHALL) Where requested by the Purchaser, the Contractor shall provide test data to support all TV&V activities. Test data shall be prepared by Contractor with support from the Purchaser and made available before each test activity. The Contractor shall provide, if necessary, a Data Sheet with all Master data needed to execute the test scenarios.

11.1.12. (SHALL) The Contractor shall follow the Purchaser defined TV&V processes.

11.1.13. (SHALL) If the Contractor wishes to propose a modification to the process, the proposal shall be approved by the Purchaser and documented accordingly.

11.1.14.   (SHALL) The Contractor shall ensure that rigorous testing, including regression testing when required, is performed at every step in order to identify and correct defects as early as possible and minimise impact on cost and schedule.

11.1.15.   (SHALL) All test, verification and validation material developed and used under the Contract shall be delivered to the Purchaser.

11.1.16.   (SHALL) The Contractor shall appoint a Test Manager (See Section 2.3.4.11) for the activities defined in Table 6. Who will work closely with the Purchaser's assigned NQAR. The Purchaser will appoint Functional Experts for each test activity.

11.1.17.   (SHALL) The Contractor shall have the overall responsibility for meeting the TV&V requirements and conducting all related activities during each Test Step or Event defined in Table 6 below:

Phase	TV&V Activity	Purchaser Involvement
Phase 1 (Solution Provisioning)	**System Integration Test (SIT)** – Requirements based testing, focused on verifying integration of the different components together and with any external interface as defined by the SOW. Including but not limited to the Purchaser SIEM, the Purchaser Edge Security Solution, and APIs with external systems **User Acceptance Test (UAT)** – Scenario based testing, focused on validating the system as per User needs. Testing by users to determine whether or not a system complies with its functional requirements and satisfies user needs. **Initial Stress Test (IST)** – Initial peak-test of the non-functional requirements of the Solution. The Initial Stress Test shall test all elements described in the SLA (reference ANNEX B) under the peak circumstances described in B.1. **Fall-back Solution Test (FBST)** - Operational test of the Fall-back Solution described in 5.5. This test shall validate the readiness of the fallback Solution to be activated by the Purchaser at any time. **Pre-activation-test (PAT) –** A regression test of the SIT, UAT, IST, and FBST after the WCM and DAMS data have been transferred to the Solution. This test shall assess the readiness for the Solution to be activated.	**Review**: Test Plans, Test Data, Test Planning, and Test Reports of all tests in phase 1. **Participate:** Test Preparation of the Purchaser owned Systems and test execution/witness.

Phase	TV&V Activity	Purchaser Involvement
Phase 2 and optionally phase 3 (Service Delivery)	**Quarterly Stress Test (MST)** – Peak-test of the non-functional requirements of the Solution. The Quarterly Stress Test shall test all elements described in the SLA (reference ANNEX B) under the peak circumstances described in B.1. **Yearly Fall-back Solution Test (YFBST)** - Annual test of the Fall-back Solution described in section A.1.5. This test shall validate the readiness of the fallback Solution to be activated by the Purchaser at any time. **Yearly Backup Test** – Annual restoration test of both the data-backups and the log backups. This test is to verify both types of backup adhere to the restoration-time and retention time described in the SLA (reference ANNEX B)	**Review**: Test Plans, Test Data, Test Planning, and Test Reports of all tests in phase 2 and optionally phase 3. **Participate:** Test Preparation of the Purchaser owned Systems and test execution/witness.

Table 6 - List of TV&V Activities

11.1.18.　　The Purchaser reserves the right to monitor and inspect the Contractor's TV&V activities to verify their compliance with the requirements set forth in this Contract.

11.1.19.　　(SHALL) The Contractor shall only proceed to the next formal TV&V activity, after the successful achievement of the previous TV&V activity and after the agreement/approval by the Purchaser.

11.1.20.　　(SHALL) The Contractor shall generate and deliver automated test procedures/cases compatible with Purchaser test management and automation tools.

11.1.21.　　(SHALL) The Contractor shall make use of automated testing and supporting testing tools (Test management, requirement coverage, defect management, etc.) to the maximum applicable extent, for all system development, implementation, internal and formal tests. The process and proposed supportive tools shall be described in the Project Master Test Plan (PMTP).

11.1.22.　　(SHALL) The Contractor shall identify and describe in the Project Master Test Plan (PMTP) which best practices and international standards will be applied and how.

11.1.23.　　(SHALL) The Contractor shall describe how the Quality Based Testing is addressed and implemented in the PMTP. ISO 25010 should be used as product quality criteria model.

11.1.24.　　(SHALL) The Contractor shall describe all formal TVVA activities in the PMTP with testing methodology and strategy that fit the development methodology chosen by the Project.

11.1.25.　　(SHALL) At the start of each Test Steps or Event, the Contractor shall follow TV&V process defined in PMTP to perform the following activities:

- Planning and management of the test activity;

- The design and development of all tests cases and associated documentation required under this Contract;

- Running a TRR to go through the TRR checklist;

- The conducting of all testing;

- Reporting the results in a Test Review Meeting (TRM) ; and,

- Closure of the test Event (including the final version of all test artefacts created during the test event, providing an updated status of requirements verified and an updated status of all defects).

11.1.26.　　(SHALL) The Contractor shall describe in the PMTP the proposed testing methodology to complete and achieving the success in all the test phases and shall describe how the following objectives will be met:

- Compliance with the requirements of the Contract;

- Verification that the design produce the capability required;

- Compatibility among internal system components;

- Compliance with the SRS requirements;

- Compliance with external system interfaces and/or systems;

- Confidence that system defects are detected early, classified and tracked through to correction, including re-test and regression approach;

- Compliance with Purchaser policy and guidance (i.e. security regulations, etc.)

- Operational readiness and suitability; and

- Product Quality Criteria.

11.1.27. (SHALL) The Contractor shall describe the Contractor's Test Organization and its relationship with the Contractor's Project Management Office and Quality Assurance (QA) functions in the PMTP.

11.1.28. (SHALL) The Contractor shall describe in the PMTP the "Entry" and "Exit" criteria for each of the formal TVVA events. The Contractor shall seek approval of all criteria related to an event not later that the TRR of the event.

11.1.29. (SHALL) The Contractor shall provide in the PMTP the schedule, location and scope for all the events to be run, specifying to which phase they belong. When the Contractor identifies that multiple events are required for a phase, this shall also be specified in the PMTP.

11.1.30. (SHALL) The Contractor shall provide together with the PMTP a Defect Reporting and Management Plan (DRMP) to explain the Defect Reporting and Management process to be applied during all TVVA activities. Additionally, Contractor shall describe how defects/non-conformances encountered during TVVA events will be reported, managed and remedied.

11.2. Deliverables

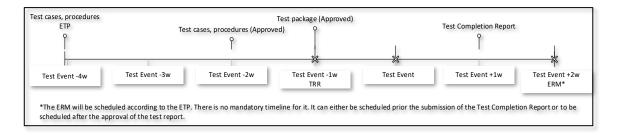11.2.1. (SHALL) The Contractor shall provide a STDP, that is comprised of the following documents:

Deliverable	Sent to Review/Approve
The Project Master Test Plan (PMTP)	With the PMP
Event Test Plans for individual test events (ETP)	30 calendar days before start of TV&V event (i.e. Test Step)
Any submitted test Waivers together with supporting material	30 calendar days start of TV&V event
The Test Cases/Scripts/Steps	30 calendar days before start of TV&V event
Status Reports	Periodically (to be defined in the PMTP)
Test Completion Report	7 calendar days after end of TV&V event

Table 7 - Test Deliverables

The following timeline indicates by when the deliverables need to be provided to the Purchaser (and approved by the Purchaser) for each Test iteration (dates follow the timelines of the previous table):

Figure 7 Test Event Timeline

11.2.2. (SHALL) Modification of inaccurate or inadequate TV&V deliverables and any subsequent work arising as a result shall be carried out at the Contractor's expense.

11.2.3. (SHALL) Templates provided by the Purchaser are to be utilized by the Contractor as structure guides and for the content, the Purchaser expects to be detailed. If the Contractor would like to propose a modification of the templates, it shall be approved by the Purchaser.

11.2.4. (SHALL) All deliverables shall undergo as many review cycles as are required, and shall be approved once all deficiencies have been corrected.

SECTION 12   QUALITY ASSURANCE

12.1. Introduction

12.1.1. (SHALL) The Contractor shall establish, execute, document and maintain an effective QA programme throughout the Contract.

12.1.2. (SHALL) The QA programme shall apply both the Contractual requirements and the NATO requirements for ISO 9000/ 9001:2015 (reference 2.3.1) to provide confidence in the Contractor's ability to deliver products that conform to the Contractual requirements.

12.1.3. (SHALL) If any inconsistency exists between the SOW requirements and the references, the SOW requirements shall prevail.

12.1.4. (SHALL) The Contractor's QA effort shall apply to all services and products (both management and specialist) to be provided under the Contract. This includes all software and documentation being developed, designed, acquired, installed, integrated, maintained, or used under the Contract.

12.1.5. (SHALL) The Contractor's QA efforts shall ensure that procedures are developed, implemented and maintained to adequately control the design, development, production, purchasing, installation, inspection, testing, configuration management and customer support of all services and all products, in accordance with the requirements of this Contract.

12.2. Roles and Responsibilities

12.2.1. (SHALL) During the entire Contract implementation, the NQAR(s) assures the Contractor's compliance with all Quality related Contractual requirements. The Purchaser, through its NQAR(s), is the authority concerning all Quality related matters.

12.2.2. (SHALL) The Contractor shall be responsible for assurance and control of quality for all deliverables and associated Contractual products, processes and services through the Contract.

12.2.3. (SHALL) The CQAR shall be accountable for the compliance to the defined QA process.

12.2.4. (SHALL) The CQAR(s) shall be responsible for assessing that the Contractual requirements have been complied with, prior proposing the Contractual services and products.

12.2.5. (SHALL) The CQAR shall report to a distinct manager within the Contractor's organisation.

12.2.6. (SHALL) The CQAR shall be the POC for interface with and resolution of quality matters raised by the NCI Agency or its delegated NQAR.

12.2.7. (SHALL) The Contractor shall support any Purchaser or its delegated NQAR activity focused on monitoring Contractor activities at Contractor's facilities or other sites related to the development, testing and implementation. In particular, the Contractor shall:

• Make themselves available to answer questions and provide information related to the project,

- Allow the Purchaser representatives to inspect and monitor testing activities, and management, technical and quality processes applicable to the project.

- Transfer to the Purchaser representatives all information deemed necessary to perform the QA activities, on his/her own initiative or on request by the Purchaser representative.

12.2.8. (SHALL) The Contractor shall ensure that CQAR(s) have the required qualifications, knowledge, skills, ability, practical experience and training for performing their tasks.

12.2.9. (SHALL) The CQAR(s) shall have sufficient responsibility, resources, authority and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective actions.

12.2.10. (SHALL) The CQAR(s) shall participate in the early stages of the project to ensure that all quality related requirements are specified in plans, standards, specifications and documentation.

12.2.11. (SHALL) The Contractor, through its CQAR(s), shall be responsible for product quality control and for submitting to Purchaser acceptance products, supplies and services that conform to Contractual requirements only.

12.2.12. (SHALL) The Contractor shall maintain and, when required, deliver objective evidence of this conformance.

12.2.13. (SHALL) The Contractor shall prepare the testing process according to the Contractual requirements and ISO/IEC/IEEE 29119 and ISO/IEC/IEEE-29119-3 (reference 2.3.1)

12.2.14. (SHALL) The Contractor shall perform verification and validation of the Contractual deliverables before proposing them for the Purchaser review and approval.

12.3. Quality for Project Documents

12.3.1. (SHALL) A formal change management process shall be applied to all project documents, including documents naming conventions as defined by the Purchaser and coordinated with the Contractor.

12.3.2. (SHALL) Project documents shall be configuration controlled. Each version of a project document is subject to Purchaser approval (unless otherwise specified).

12.3.3. (SHALL) The Contractor shall ensure that any change related to the project documents are controlled, with the identity, approval status, version and date of issue are clearly identified.

12.3.4. (SHALL) Project documents file names shall not contain any variable part, like version number, reviewer initials or maturity status. Version numbers and maturity status shall be designated in the document content and/or attributes.

SECTION 13   SYSTEM REQUIREMENTS SPECIFICATION (SRS)

A.1.   Functional Requirements

This section describes the functional requirements of the Solution.

A.1.1. General Functional Requirements

A.1.1.1. (SHALL) The Solution shall provide any and all out-of-the-box functionality provided by one the six products in Table 1 Short-list of WCM Products.

A.1.1.2. (SHALL) The Solution shall be configured according to the System Configuration Plan (reference 4.4.12)

A.1.1.3. (SHALL) The Solution shall contain the sanitized data from both the WCM and DAMS system, according to the DMP (reference 4.4.10)

A.1.1.4. (SHALL) The Solution shall comply with the CIS Security Technical and Implementation Directive for the Security of Web Applications (reference 2.2.3)

A.1.1.5. (SHALL) The Solution shall comply with the Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (reference 2.2.3)

A.1.1.6. (SHALL) The Solution shall receive SA as described in SECTION 8.

A.1.1.7. (SHALL) The Solution shall support different domain names (top URL) per site (e.g.: www.nato.int, www.nato-example-event.nato.int)

A.1.1.8. (SHALL) The Solution shall support multisite functionality allowing the creation and management of multiple sites, as well as the management of and access to content on different sites through a centralized system.

A.1.1.9. (SHALL) The end-user facing aspect as well as the user-facing backend of the system shall be accessible in all common modalities (for example phone, browser, and tablet).

A.1.2. RESERVED (SECTION DELETED)

A.1.3. Backup

The backup strategy is split-up between the backup of content and assets, and the backup of logs that are required by the NATO Security Directives. Each type of backup has different requirements in terms of retention time and time to restore (reference ANNEX B).

A.1.3.1. (SHALL) The Solution shall create a backup strategy for the Solution logs in accordance with the Security Requirements as defined in SECTION 8 and 2.2.3.

A.1.3.2. (SHALL) The Solution shall ensure backups of the Solution's content and assets are retained for the full POP of the Contract.

A.1.4. Purchaser Backup

A Purchaser-maintained copy of the Solution data is part of the Purchaser's backup and archiving strategy.

A.1.4.1. (COULD) The Contractor could provide a monthly full backup of all asset-data of the Solution to a location specified by the Purchaser. The Contractor could provide a weekly incremental backup of all new and/or changed asset-data of the Solution to a location specified by the Purchaser

A.1.5. **Fall-back Solution**

Given the nature of the information that will be processed by the Solution, compromised data on the website and possible defacement is considered one of the major risks. Part of the disaster planning by the Purchaser is the ability to activate a Fall-back Solution that reverts the website to an older state before it was compromised.

A.1.5.1. (SHALL) The Solution shall have a Fall-back Solution that can be activated if the origin server(s) of the Solution have been compromised or there is loss of service

A.1.5.2. (SHALL) The Solution shall allow for a mechanism that only NATO can activate the Fall-back Solution

A.1.5.3. (SHALL) The Solution shall ensure that the Fall-back Solution can be activated at all times (even then when the data and origin of the Solution have been compromised and are not reachable)

A.1.5.4. (SHALL) The Solution shall ensure that there are three points-in-time to which the Fall-back Solution can revert:

- 2 Hours from activation

- 24 Hours from activation

- 72 Hours from activation

The Fall-back Solution shall remain updated according to the service level described in the SLA (reference ANNEX B) even if the Fall-back Solution is activated. It is acceptable that the information displayed by the Fall-back Solution is static and can only be manually updated by the Purchaser.

A.1.6. **Workflows and Templates**

To maximize usability and to maintain a consistent look and feel towards the end-user of the Solution, re-use of information in the system is encouraged. Therefore, the system shall consist of re-usable site templates and content component schemas that can be shared amongst the users of the system. The correlation between these items is displayed in Figure 8 Solution Information Structure. An example of a typical User Journey is described in ANNEX D.
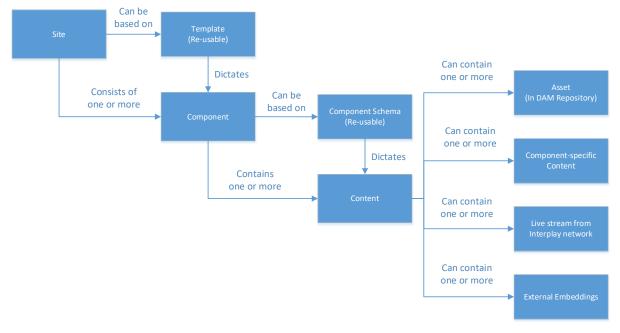
Figure 8 Solution Information Structure

A.1.6.1. (SHALL) The Solution shall provide re-usable templates and content components and shall provide an easy way to build new templates and custom content components.

A.1.6.2. (SHALL) The Solution shall keep the history of content templates so point-in-time rollbacks of content are possible.

A.1.6.3. (SHALL) The Solution shall ensure content is managed in workflows

A.1.6.4. (SHALL) The workflows shall be configurable based on business rules and based on the following criteria:

- Stage of the workflow

- Type of content

- Status of the content

- User assigned to the content

A.1.6.5. (SHALL) The Solution shall ensure content can be assigned to users and that user privileges can be limited based on the following actions on the content:

- Create

- Read

- Update

- Delete

- Publish

- Move

- De-publish

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- Retire

A.1.7. **Usability**

A.1.7.1. (SHALL) All end-user facing elements of the Solution shall comply with the latest version of the Web Content Accessibility Guidelines (WCAG) on the AA level.

A.1.8. **Content**

A.1.8.1. (SHALL) The Solution shall use content components. These components can consist of the following items:

- A What You See Is What You Get (WYSIWYG) content editor with the following options:
    - Header: H1, H2, H3, H4, H5, H6
    - Paragraph
    - Text format: bold, underline, strikethrough, italic
    - Unordered list
    - Ordered list
    - Nested list
    - Link (both internal reference links as external links)
    - Table
    - Paste without formatting
    - Code / Source view & editor
    - CSS styles
    - Inline images
    - JavaScript
- Assets from the DAM functionality of the system (photo, audio, video).
- Metadata from the assets in the DAM functionality of the system
- The EXIF metadata of images
- IPTC metadata of images
- Embedded references (e.g. embedded Tweets and YouTube videos).
- HTML Forms (potentially through FormStack)
- Live Video streaming (in H264/AAC or HLS/MP4)
- Information from external system received through API, including:
    - TALEO
    - Campaign Monitor
    - Emply
    - Twitter
    - Youtube

- o FormStack (or any other external forms provider)
- o Theo Player (or any other external video player)
- o Any other APIs that receive data and are included in the SCP (reference 4.4.12)

A.1.8.2. (SHALL) The Solution shall allow users to create component schemas that pre-define the elements that should be contained within a content component.

A.1.8.3. (SHALL) The Solution shall allow for sharing and re-use of the component schemas among users.

A.1.8.4. (SHALL) The Solution shall have the ability to bulk manage content statuses, at least:

- Content publication and de-publication
- Content deletion
- Content workflow status updates
- Content duplication
- Content moving
- Assign content to a user
- Viewport/device configurable

A.1.8.5. (COULD) The Solution could have the possibility to choose if a component block should be visible according to the select device / viewport. For example: Component X can be hidden on mobile but shown on desktop. Component Y can be hidden on desktop but shown on mobile only.

A.1.8.6. (SHALL) The Solution shall store the history of content changes with version control. Each content change should be stored as a new version both for drafts as well as published content.

A.1.8.7. (COULD) The Solution could provide a comparison interface to view and compare change between content versions. For multimedia assets (video and audio) only versioning for metadata is required.

A.1.8.8. (SHALL) The Solution must have advanced scheduling for content publishing with and de-publishing, based on a date and time.

A.1.9. **Content Editing**

A.1.9.1. (SHALL) The Solution shall have a WYSIWYG page builder to generate stand-alone pages (for example: event pages). These stand-alone pages shall not be constraint by a content schema and can use component-blocks.

A.1.9.2. (SHALL) The Solution shall contain provide easy way for the user to preview content in the final look & feel before publishing where the preview is a 100% match with the final publication.

A.1.9.3. (SHALL) The Solution shall allow users to select and/or upload multiple assets when creating content.

A.1.9.4. (COULD) The Solution could have an integrated A/B testing suite. The editor could configure a test based on:

- defined pages

- test duration

- extra known visitor criteria such as region, visit count, general known interest of previous visits

A.1.9.5. (COULD) The Solution could have a Social media preview to show Users how the page will show up in social media platforms like:

- Google Search

- Bing Search

- Facebook share

- Twitter share

- LinkedIn share

A.1.10. Dashboard and Notifications

A.1.10.1. (SHALL) The Solution shall provide dashboard functionality that shall be configured according to the SCP (reference 4.4.12) and shall at least display the following real-time information:

- Overview of all individual content blocks and the state of that content

- Overview of all changed content, including the status change and date/time of change

- End-user engagement metrics of the individual content blocks, including views, clicks, shares, audio clicks and video views

- End-user engagement metrics of individual sites and the aggregate of content blocks used in that website.

A.1.10.2. (COULD) The Solution could send notifications of content status updates. For example as an e-mail or SMS.

A.1.11. Content Publishing

Publishing content refers to the act of displaying information to the end-user optimally adapted to standard devices (e.g. smartphone, tablet, desktop) through one of the sites provided by the Solution.

A.1.11.1. (COULD) The Solution could have a customisation features to personalize content/target audience/authenticated visitors on the level of content block.

A.1.11.2. (SHALL) By default the Solution shall provide an auto-generated, unique, and human readable URL (slug) for the generated content. This will be based on the page title.

A.1.11.3. (SHALL) The Solution shall allow the editor to overwrite the auto-generated URL with a custom input. The Solution will validate the input on submissions to see if the exact URL is not yet in use. An URL must be unique.

A.1.11.4. (COULD) The Solution could allow the user to enable a generated short URL for the current content. The Solution must preserve this URL. Even if the linked content is removed, the URL may not be reused. The shorted URL returns response code 301.

A.1.11.5. (COULD) The Solution could implement Canonical tag to indicate the canonical URL if multiple URL's exist for the same page.

A.1.11.6. (SHALL) The Solution shall report dead links, both within the Solution or for external links.

A.1.11.7. (COULD) The Solution could have a redirect configurable interface. The editor can configure URLs to redirect to a new URL with HTTP response code 301 (301 Moved permanently) or 302 (302 Moved temporarily).

A.1.11.8. (SHALL) The Solution shall provide system generated SEO metadata constructed from the content. Users shall be able to overwrite this metadata when required. This metadata includes, but is not limited to:

- <title> tags

- og:title

- og:url

- og:type

- og:description

- og:image

- og:site_name

- twitter:title

- twitter:description

- twitter:url

- twitter:image

- twitter:site

A.1.11.9. (COULD) The Solution could allow the management of email responses: view, re-send, tag and archive.

A.1.12. Integrations and connections

A.1.12.1. (SHALL) The Solution shall provide an API for content delivery so content can be shared without the visual layer and in pure data form.

A.1.12.2. (SHALL) The API shall have a REST architecture.

A.1.12.3. (SHALL) The API shall have a GraphQL architecture.

A.1.12.4.   (SHALL) The Solution shall allow live streaming in H264/AAC format to be embedded content blocks on the sites.

A.1.12.5.   (SHALL) The Solution shall integrate with Google Analytics using Google Tag Manager or a similar web analysis service.

A.1.12.6.   (SHALL) The Solution shall integrate with the Purchaser SIEM Solution

A.1.12.7.   (SHALL) The Contractor shall configure the Cloud Service such that it integrates with the Purchaser's services including Security Monitoring and Incident Management, and write procedural descriptions for NCSC to include the Cloud Service into the NATO Enterprise scope. The Solution shall provide security and event logs of all services, components, and devices that are utilised by the Solution.

A.1.12.8.   (SHALL) The Solution shall be accessible from the Purchaser's Magellan network and Interplay network, while maintaining compliance with the applicable NATO security directives (reference 2.2.3)

A.1.12.9.   (SHALL) The Solution shall provide Email functionality for mass emailing, with configurable addressees list, content templates and scheduling.

A.1.12.10.   (SHALL) The Solution shall provide Web Forms functionality based on HTML 5 standards for user input.

A.1.12.11.   (SHALL) The Solution shall be able to publish video and audio to a dedicated player that supports multiple tracks for audio for different languages.

A.1.12.12.   (SHALL) The Solution shall integrate with systems like Taleo and Emply, or similar to sync career information that is published to the end-users through content blocks.

Next to the functional integrations the Contractor shall also ensure integration with the Purchaser's SIEM and Edge Security Solution are present to maintain the security posture and response for the Solution

A.1.13.   Security Information and Event Management System (SIEM) Integration

The Purchaser's' SIEM solution ingests a subset of event logs, security-logs, and application logs of different systems within the Solution. The exact logging ingestion and processing requirements are based on the Solution's SRA and can only be detailed after a LIPS.

A.1.13.1.   (SHALL) The Solution shall integrate with the Purchaser SIEM Solution

A.1.13.2.   (SHALL) The Solution shall provide logs to the Purchaser According to the LIPS (reference 4.4.8) until the end of the POP.

A.1.13.3.   (SHALL) The Solution shall provide the logs near real-time. Meaning that the logs have to be ingested by the Purchaser SIEM Solution < 1 minute.

A.1.13.4.   (SHALL) The Solution shall provide the logs in in one of the following ways:

- Through a SPLUNK universal forwarder – configured by the Purchaser

- Through delivery of logs in JSON format

A.1.14.   Integration Edge Security Solution

The Purchaser uses an enterprise-wide Solution for the edge security protection of Internet-facing websites.

A.1.14.1.　　　(SHALL) The Solution shall integrate with the Purchaser's Secure Edge Protection Solution as per the Solution documentation and guidance from the Purchaser (reference 2.3.2).

To avoid conflicts in functionality, certain Security Elements shall not be included in the Solution.

A.1.14.2.　　　(SHALL NOT) The Contractor shall not provide Boundary Web Application Firewall, API protection, Distributed Denial of Service Protection, Rate Limiting, Content Delivery Network Services, and Bot Management.

A.1.15.　　　**Digital Asset Management**

Digital assets are all the "NATO Generated" assets that are used in the Solution. These assets are used for historic purposes but also serve as input to the different content components of the system. Figure 9 gives a schematic overview of the DAM within the Solution.
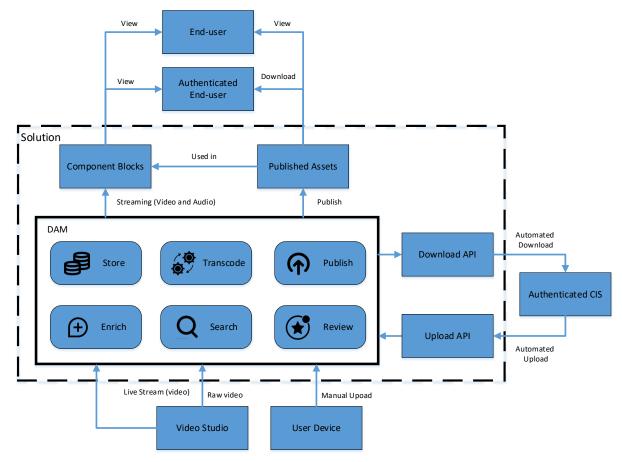

Figure 9 Schematic Overview DAM

A.1.16.　　　**Uploading to DAM**

A.1.16.1.   (SHALL) The Solution shall allow for manual uploading of assets by users

A.1.16.2.   (SHALL) The Solution shall including bulk upload of assets by users.

A.1.16.3.   (SHALL) The Solution shall allow for automated uploads of assets to the Solution by means of an API by Authenticated CIS.

A.1.16.1.   (SHALL) The Solution shall allow for automated extraction of metadata embedded inside the media assets during uploads (e.g. XMP metadata embedded in JPG)

A.1.16.2.   (SHALL) The Solution shall allow (bulk) uploading of raw assets from the NATO Interplay network to the Solution (.mxf format)

A.1.16.3.   (SHALL) The Solution shall support uploading average file size of 1 MB and up to 100 GB maximum file size.

A.1.16.4.   (SHALL The Solution shall enable the multiplication of video feed through the Purchaser provided CDN. This feel shall reach audiences worldwide with one or more live video feed coming from media encoders located within the NATO TV Studio in HSL/SRT or technically similar video format with multiple audio channels embedded.

A.1.16.5.   (COULD) The Solution could support the raw format Adobe Digital Negative (DNG).

A.1.16.6.   (SHALL)The following MIME types shall be supported out of the box including, but not limited to:

- .pdf   application/pdf
- .svg   image/svg+xml
- .png   image/png
- .jpeg   image/jpeg
- .jpeg   image/pjpeg
- .jpg   image/jpeg
- .jpg   image/pjpeg
- .gif   image/gif
- .webp   image/webp
- .mp3   audio/mpeg3
- .mp3   audio/x-mpeg-3
- .wav   audio/wav
- .mp3   video/mpeg
- .mp3   video/x-mpeg
- .mp4   video/mp4
- .mxf   video/mxf

A.1.17.   **Encoding and Transcoding in DAM**

A.1.17.1.   (SHALL) The Solution shall allow transcoding (conversion) of high quality (1080i/p and/or 4K HD) video.

A.1.17.2.   (SHALL) The Solution shall transcode H.264 for video.

A.1.17.3.   (SHALL) The Solution shall transcode AAC for audio.

A.1.17.4.   (SHALL) The Solution shall allow for transcoding of commonly-used video formats.

A.1.18.   **Storing and Searching in DAM**

A.1.18.1.   (SHALL) The Solution shall store all assets (published and unpublished) until completion of the Contract.

A.1.18.2.   (SHALL) The Solution shall provide a Search functionality for searching assets based on keywords, tags, asset types, and facetted search.

A.1.18.3.   (SHALL) The Solution shall have the functionality to create, automatically manage, and publish a collection of assets based on their properties like format, size and tags.

A.1.19.   **Enriching DAM Assets**

A.1.19.1.   (SHALL) The Solution shall have an integrated image resize and optimization service. Image are auto scaled to a defined list of dimensions.

A.1.19.2.   (SHALL) The Solution must allow assets to be tagged with free and or auto-completed tags. Auto-completed tags will show up for selection when a match is found to a previous tag.

A.1.19.1.   (COULD) The Solution could provide a functionality to indicate focal points for responsive images when resizing and cropping.

A.1.19.2.   (COULD) The Solution could provide a mechanisms to automatically tag the uploaded assets based on the content. For instance using Artificial Intelligence or content inspector.

A.1.19.3.   (COULD) The Solution could allow facial and object recognition to aid with the recognition and subsequent tagging of images. This could happen through integration with a 3rd party image analysis and tagging tool via an API.

A.1.19.4.   (SHALL) The Solution must have a mechanism to manage multiple assets for bulk management of tags, and CRUD operations on the asset.

A.1.19.5.   (SHALL) The Solution shall including the option to manually enrich the missing metadata when bulk-uploading media (reference A.1.16.2).

A.1.19.6.   (SHALL) The Solution shall allow the editor to append ALT tags to images

A.1.19.7.   The DAM must allow basic manipulation of images, including, but not limited to:

- rotation

- modifying brightness

- modifying contrast

- cropping

A.1.19.8.　　　(SHALL) The Solution shall have an integrated image resize and optimization service. Image are auto scaled to a defined list of dimensions.

A.1.19.9.　　　(COULD) The Solution could provide multiple media file (video and image) renditions aside from original asset format:

- Images: to Preview, Thumbnail, Banner and PDF

- Video: to Preview, Thumbnail, Banner

A.1.20. **Reviewing and Publishing in DAM**

A.1.20.1.　　　(SHALL) The Solution shall provide a Graphical User Interface (GUI) for publishing content.

A.1.20.2.　　　(SHALL) The Solution shall be able to support multi-channel distribution through an API, including all renditions of the original asset.

A.1.20.3.　　　(SHALL) The Solution shall provide a workflow functionality to manage assets approval, via stages so that authorized users approve/reject assets changes.

A.1.20.4.　　　(SHALL) The Solution shall allow for the streaming of audio and video assets directly in content blocks in HLS and MP4 format.

A.2. **Non-functional Requirements**

The non-functional requirements of the system are captured in the SLA (reference ANNEX B) and SECTION 5.

ANNEX B Service Level Agreement (SLA)

Table 10 describes the SLA for work package 2 and 3 (reference SECTION 5 and SECTION 6)

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
1	Availability	Uptime	The percentage of time in a given period that the Solution is accessible and usable.	99.99% Uptime – this excludes any downtime introduced by the Purchaser's Edge Security Solution	Tracked continuously from the Edge Security Solution. Quarterly Stress Test	**Quarterly:** If more than 13.15 minutes of total downtime are measured for that quarter, the credit will be 20% of the quarterly payment in CLIN 2. **Yearly:** If more than 52.60 minutes of total downtime are measured for that year, the credit will be 5% of the yearly payment of CLIN 2. **Quarterly Stress-test:** If the Solution experiences more than 30 seconds of total downtime during the quarterly stress-test, the credit will be 10% of the quarterly payment in CLIN 2.

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
2	Performance	First View	The time for the Solution to send an initial response to the Purchaser's Edge Security Solution after receiving a request.	< 300 Milliseconds	Measured at 80th percentile in from all requests from the Edge Security Solution Quarterly Stress Test	**Quarterly:** If more than 80% of the request that quarter do not receive a response faster than 300 milliseconds, the credit will be 20% of the quarterly payment in CLIN 2. **Quarterly Stress-test:** If more than 80% of the requests during the test do not receive a response time faster than 300 milliseconds, the credit will be 10% of the quarterly payment in CLIN 2.
3	Resilience	Maximum Service failure notification time	The maximum time it takes take the Contractor to notify the Purchaser of any (partial) service outage	< 1 Minute	Monthly report of all interruptions	N/A

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
4	Resilience	Maximum Service restore notification time	The maximum time it takes the Contractor to notify the Purchaser of any (partial) service restoration.	< 1 Minute	Monthly report of all interruptions	N/A
5	Resilience	Data Backup – Retention Time	The retention time for the backup of all the assets and content of the Solution	The total POP of the Contract	Yearly backup-test	N/A
6	Resilience	Data Backup – Time to Restore (TTR)	The time needed to restore the assets and content data of the Solution	24 Hours	Yearly backup-test	**Yearly backup-test:** If during the Yearly Backup-test, the recovery time for the assets of the Solution is more than 48 hours, the credit is 1% of the yearly payment of CLIN 2.
7	Security	Logs Backup – Retention Time	The retention time for the backup of the required Solution logs (reference 2.2.3)	3 Years	Yearly backup-test	N/A

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
8	Security	Logs Backup – Time to Restore (TTR)	The time needed to restore the backup of the required Solution logs (reference 2.2.3)	48 Hours	Yearly backup-test	Yearly backup-test: If during the Yearly Backup-test, the recovery time for the logs of the Solution is more than 48 hours, the penalty is 2%
9	Security	Information Security	The Level of Security of the Solution Provided by the Contractor	Continuous compliance with the applicable NATO security directives described in 2.2.3. Including security documentation, audits, and any security testing.	Yearly re-accreditation by the SAA.	For every month that the Solution does not have a SA by the SAA, the total credit will be 0.5% of the yearly payment of CLIN 2.
10	Security	Incident Response Time	Time needed to provide an initial response to an incident notification from the Purchaser.	Critical Incidents:10 minutes Normal Incidents: 2 hours	Ticket logs (quarterly reporting)	N/A
11	Security	Incident Resolution Time	Time needed to resolve an incident after the incident notification from the Purchaser.	Critical Incidents:1 Hour Note: Any downtime due to critical incidents will also count negative toward the Uptime SLA Metric (#1). Normal Incidents: 48 Hours	Ticket logs (quarterly reporting)	N/A

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
12	Security	Fall-back Solution Availability	The percentage of time in a given period that the Fall-back Solution is accessible and usable.	99.99% Uptime – this excludes any downtime introduced by the Purchaser's Edge Security Solution	Tracked continuously from the Edge Security Solution.	**Yearly:** If more than 52.60 minutes of total downtime are measured for that year, the credit will be 2% of the yearly payment of CLIN 2.
13	Security	Fall-back Solution Activation Time	The time between activation of the Fall-back Solution and the time it is available to the end-users	< 5 Minutes	Yearly Fall-back Solution Test	**Yearly Fall-back Solution Test:** If the activation time is longer than 5 minutes during the yearly Fall-back Solution test, the credit will be 1% of the yearly payment of CLIN 2.
14	Service Support	Service Support Request Response Time	Time needed to provide an initial response to a service request from the Purchaser.	1 Working Hour	Ticket logs (quarterly reporting)	**Quarterly:** If more than 25% of the tickets raised that quarter did not receive an initial response within one hour, the penalty will be 5% of the quarterly payment of CLIN 2.

SLA #	Category	Item	Description	Goal	Measurement	Service Credit
15	Service Support	Service Support Resolution Time	Time needed to provide the requested service support to the Purchaser.	2 Working Hours after initial response for the following information requests: • Known issues and workarounds • Frequently Asked Questions • Registering of Non-critical Issues • Logging of Feature Request 8 Working Hours after initial response for the following service requests: • User-groups • Users • Privileges 5 Working Days for the following service requests o Site Templates o Component Schemas o Content Statuses o Workflows o Dashboards	Ticket logs (quarterly reporting)	**Quarterly:** If more than 25% of the requests raised that quarter did not receive support within the specified goal, the penalty will be 5% of the quarterly payment of CLIN 2.

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Table 10 Service Level Agreement

B.1.   Current System Metrics:

Order to meet the SLA Requirements, the Contractor should take the following current system(s) metrics into account:

- Average data-transfer is 13 TB per month

- Peak data-transfer is 61 TB per month

- Average throughput (monthly): 3,250 Mbps

- Peak throughput (monthly): 16,900 Mbps

- Current storage of DAMS data is 400 TB slow accessible storage and 50 TB fast accessible storage

- Average hourly users on the nato.int website is 2,000

- Peak hourly of users on the nato.int website is 400,000

- Average monthly page views on the nato.int website is 2.7 MLN

- Peak monthly page views on the nato.int website is 20 MLN.

These metrics are anticipated to grow 10% annually.

B.1.1. (SHALL) The Contractor shall take 10% annual growth in into account for both average and peak utilization for the following aspects of the Solution: throughput, storage, hourly users, data transfer, and number of hits on the site.

ANNEX C WCM and DAMS System Integrations

Displays the integration of the WCM and DAMS that will remain relevant for the scope of this Contract. The Contractor could choose to take ownership of these integrations and use them as part of the Solution to provide the functionality described in this SOW.

Integration	Function	Technical Description
FormStack	Integration of interactive forms and surveys.	On https://www.nato.int/cps/en/natohq/198183.htm the code for a form including reCAPTCHA functionality generated by Formstack is embedded via an iFrame. Formstack forwards the incoming forms to preselected NATO email addresses
Theo Player	Advanced (Live) media player functionality	The code for the THEO media player is inserted on the page at https://www.nato.int/cps/en/natohq/events_67375.htm to play the web stream from a CDN, to offer a more user-friendly UI to choose between the different audio/languages of the webstream and to allow monitoring and assessment of the usage of the webstream (duration of viewing; selection of languages)
Campaign Monitor	Mass email, email scheduling, email address-list management, email response tracking.	Via the page at https://www.nato.int/cps/en/natohq/e-mail_distribution.htm visitors can subscribe to receive multiple newsletters via e-mail. Via the page at: https://www.natomultimedia.tv/app/home visitors can register and automatically be added to the distribution list to receive notifications when new videos are published. Content is manually copied and pasted by users into Campaign Monitor for distribution via e-mail.
Taleo/ HR Clearing House	Job vacancies to be displayed on the website.	On the page at: https://www.nato.int/cps/en/natohq/recruit-wide.htm a list of all vacancies in all NATO bodies worldwide is published and update on an hourly basis. The list is exported from an internal server, synchronized to the NATO webserver and embedded in this page.
Google Analytics	Site and engagement analytics	Using the Google Tag Manager, usage of both www.nato.int and www.natomultimedia.tv is being monitored using Google Analytics 4.
YouTube	Embedding of video player on webpages to play NATO videos hosted on YouTube	A wide selection of public NATO videos are hosted on YouTube. Many of these videos are embedded on pages at www.nato.int using the YT video player.

Table 11 WCM and DAMS System Integrations

ANNEX D Use Case

The following Use Cases describe the different actors and flow of content for a typical publication on the nato.int website. This is a fictional example that can be used to size the Solution and level of configuration required for the Solution.

1. Official visit

   The NATO Secretary General visits a capital of a NATO nation to meet with the national representatives. Next to bilateral meetings, the NATO Secretary General also hosts a press conference with the prime minister.

   A photographer accompanies the Secretary General and on average makes a selection of 50 photos that he/she uploads to the Solution using a non-managed laptop. At NATO HQ, a Photo Editor using the Solution on a NATO-managed device immediately sees the 50 photos, adds generic metadata for all photos (what, when, where) and specific metadata for each photo (who). The Photo Editor prepares a selection of photos to be published as a photo gallery on the website and/or to be shared via social media.

   A cameraperson and an audio engineer film the press conference and transmit the live video feed in high definition and in real time to NATO HQ. A Video Editor at NATO HQ retransmits the live HD video via web streaming (using the Solution) and via social media. The Video Editor also records and edits the HD video. The Video Editor uploads the finished HD Video Product to the Solution and adds metadata to be published.

   A Press Officer sits at NATO Headquarters and uses a NATO Managed Laptop to write a draft News Story which is one part of a predetermined template for News Stories that usually follows the following format:

   o Title
   o First paragraph
   o Story Text
   o Start Date
   o End Date (optional)
   o Keywords
   o Header Picture (selected from the related photos in the Solution)
   o Supporting Picture (optional)
   o Links to related content (optional)
   o External Links (optional)
   o Supporting Video (optional)

   This News Story is intended to be published on a site for a specific NATO event with a distinct URL (e.g. www.nato.int/news/year_month_day_title-of-websttory)

After writing the News Story, the Press Officer illustrates the News Story by selecting an existing Header Picture from the DAM repository of the Solution. Finally, the Press Officer submits the draft story and Header Picture for review and approval. The Solution notifies the relevant Senior Press Officer based on the workflow.

The Senior Press Officer uses a non-NATO device to review the draft News Story and decides to automatically publish the News Story at 20:00 that evening. Next to publication on the event URL, the Senior Press Officer also selects the option to have the News Story distributed at 20:00 using the mass e-mail functionality to an email-correspondence group called "external-test-event – Relevant press", who will receive a notification that the News Story is ready on the event URL and a copy of the article is included.. Finally, the Senior Press Officer notifies the Social Media Expert that the News Story will be published at 20:00 that evening.

The Social Media expert uses the Solution's Social Media Preview functionality to ensure that the link to the event-URL is displayed correctly on Twitter, Facebook, and Instagram and continues to pre-plan the notification releases to these Social Media Platforms from the official NATO accounts by adding additional text relevant to each social media platform.

After publication, a Content Manager monitors the engagement of the News Story by using the Solution's dashboard to examine e.g.:

- How often was the News Story viewed? How much time did viewers spend on the page?

- On which geographical location where viewers located?

- How did viewers come to the News Story (e.g. via Social Media, via E-mail, via Referrer websites, via search engines?

- Is there additional traffic to the related content, links or other NATO websites after the release of the Web Story

As part of the approval process, the Senior Press Officer selects in which languages the webstory needs to be translated and published. Upon approval, the Solution sends a notification to the relevant translators according to the workflow. The translator is notified that a translation is requested, translates the text and submits the translation of the Web Story by logging-in the Solution using an external non-NATO device.

2. Storytelling videos

NATO Video Journalists are sent outside of NATO HQ to produce videos illustrating NATO in action during exercises, missions and other events. These videos are posted by NATO on social media channels to engage with our audiences and/or are shared in high resolution with professional media and broadcasters. Video products are produced in multiple formats for standard broadcasting (16:9), but also tailored for social media (9:16; 1:1)

The Video Journalist films and edits recorded HD video footage into multiple video products: B-roll (i.e. an extensive selection of recorded HD video footage), master file (edited finished video product with a voice-over and lower-thirds) and international version (edited video product without voice-over or lower-thirds).

The Video Journalist uploads the different format and files into the Solution.

The Media Producer is notified when a new video has been uploaded and approves the video. The Media Producer adds relevant metadata to the video prior to publication and links the video to a relevant web story or transcript.

As part of the publication, the Media Producer sends an e-mail message to the list of Professional Broadcasters to notify them that a new video is available to be viewed and downloaded.

After publication, the Media Producer monitors the engagement of each video product by using the Solution's dashboard to examine e.g.:

- How often was the Video Product viewed/downloaded? How much time did viewers spend watching the video?

- On which geographical location where viewers located?

- How did viewers come to the Video Product (e.g. via Social Media, via E-mail, via Referrer websites, via search engines?

- Is there additional traffic to the related content, links or other NATO websites after the release of the Video Product

Next.

ANNEX E List of Acronyms

Acronym	Text
ADS	Accreditation Documentation Set
AfP	Approval for Pilot
API	Application Programming Interface
AWS	Amazon Web Services
CIMP	Cyber Incident Management Plan
CIS	Communication and Information System
CISD	CIS Description
CMS	Content Management System
COL	Costed Option List
COTS	Commercial of the Shelf
CPM	Contractor Project Manager
CQAR	Contractor Quality Assurance Representative
DAMS	Digital Asset Management System
DMP	Data Migration Plan
ECP	Engineering Change Proposal
EDC	Effective Date of Contract
ERM	Event Review Meeting
GUI	Graphical User Interface
iSA	Interim Security Accreditation
IV&V	Independent Verification and Validation
IV&V	Independent Verification and Validation
LIPS	Log Ingestion and Processing Survey
LMP	Low Maintenance Period
MoU	Memorandum of Understanding
NATO	North Atlantic Treaty Organization
NCI Agency	NATO Communication and Information Agency
NCSC	NATO Cyber Security Center
NOS	NATO Office of Security
NQAR	NATO Quality Assurance Representative
PAT	Pre-Activation Test
PDD	Public Diplomacy Division

Acronym	Text
PFE	Purchaser Furbished Equipment
PMP	Project Management Plan
PMS	Project Master Schedule
PMTP	Project Master Test Plan
POC	Point of Contact
POP	Period of Performance
PPM	Purchaser Project Manager
PRINCE2	Projects IN Controlled Environments
PSR	Project Status Report
QA	Quality Assurance
RFP	Request for Proposal
RGA	Requirements Gathering Approach
RSR	System Requirements Statement
RTM	Requirements Traceability Matrix
SA	Security Accreditation
SAA	Security Accreditation Authority
SaaS	Software as a Service
SAP	Security Accreditation Plan
SCA	Solution Configuration Approach
SCP	Solution Configuration Plan
SDP	Service Delivery Plan
SDS	System Design Specification
SecOPs	Security Operating Procedures
SIEM	Security Information and Event Management System
SLA	Service Level Agreement
SME	Subject Matter Expert
SOAP	Solution Activation Plan
SOW	Statement of Work
SRA	Security Risk Assessment
SSRS	System Security Requirements Statement
STDP	System Test Documentation Package

Acronym	Text
STVP	Security Test and Verification Plan
STVR	Security Test and Verification Report
TP	Training Plan
TRM	Test Review Meeting
TRR	Test Readiness Review
WCAG	Web Content Accessibility Guidelines
WCM	Web Content Management
WYSIWYG	What You See Is What You Get

Table 12 List of Acronyms