

## QUESTION AND ANSWER (Q&A's) FOR REQUIREMENT

RFP or IFIB:

IFIB-ACT-SACT-23-62 Q&A #2

Reference:

Questions # 20 - 63

Date of Issue:

21 July 2023

The following questions were raised with respect to the subject RFP/IFIB. Responses are to provide clarifications prior to receipt of offeror's proposal.

QUESTION	RESPONSE
<b>Q #20:</b> Could you please provide more information on the Broader Russian Missile Challenge program of work. What was it and what were the outcomes? What nation was this outsourced to?	The simulation provider was US JS J8. The outcomes of the Broader Russian Missile Challenge effort are out of scope. However the effort prompted the need for an in-house simulation capability and data retention.
<b>Q #21:</b> "The IFIB indicates the prototype needs to run on the cloud. Does NATO have guidance on which cloud environment the prototype should support?" Is there an associated hardware requirement to the vendor for the procurement?	There is some guidance from the NexGen M&S programme for solutions to be portable to a cloud environment in the future. It is desired that solutions from this proof of concept be portable to a future cloud environment. There is no requirement for a specific cloud provider or hypervisors. NATO cloud infrastructure has not yet been identified.
<b>Q #22:</b> WP 7 Activity 7.1 Specify aim, objectives, questions in the IFIB includes "Assist with defining problem to be wargamed." Who will NATO be providing as wargaming sponsor to scope/define the problem to be wargamed and the associated vignettes?	HQ SACT Strategic Foresight Branch and the NexGen M&S programme will be the sponsors of the first wargame that deals with NATO's future operating environment (Phase 1). The second wargame will, ideally, have SHAPE or a subordinate command sponsor a MDO wargame.
<b>Q #23:</b> The IFIB defines this effort as a proof of concept. What is the anticipated EU Technology Readiness Level (TRL) at the end of phase 2?	"Proof of concept" was not referring to the EU Technology Readiness Level (TRL) scale.
<b>Q #24:</b> If a vendor supplements development funding of capabilities, will NATO consider joint IP for these co-developed capabilities?	Co-development and funding of capabilities is beyond the scope of this contract. If this is an ambition of HQ SACT in the future, a collaboration agreement will be developed in coordination with our legal advisors.  Please refer to Q#29 for additional IP-related information.
<b>Q #25:</b> If bidder includes additional Terms and Conditions not already addressed in the HQ SACT General Terms and Conditions, will HQ SACT treat that proposal as noncompliant? If not, how	IAW the bidding instructions, Para 17. HQ SACT reserves the right to negotiate minor deviations to the listed General Terms and Conditions to this IFIB. Companies may propose desired deviations

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will HQ SACT treat additional Terms and Conditions?	for consideration within the proposal submission. If the company is successful in the other phases, HQ SACT will either accept the proposed changes/additions/ deletions or reach out to find a mutually acceptable alternative prior to making an award. However, if a company inserts their own T&Cs for HQ SACT to accept in lieu of the General T&Cs listed, they will be considered administratively non-compliant.
<b>Q #26:</b> Grading Matrix for Work Package 3 has 2 grading levels worth 4 points each. Should the 2 <sup>nd</sup> level be worth 2 points?	See Amendment #2
<b>Q #27:</b> : Grading Matrix for Work Package 13 has the “Some plans” worth 6 points and “Explicit plans” worth 5 points. Should the point values be reversed?	See Amendment #2
<b>Q #28:</b> The NATO ACT web site says 11 August, but IFIB amendment 1/2 indicates 9 August is the response due date. What is the correct due date for the submission?	Please see Amendment #3 – the due date for proposals has been extended to 28 August 23 @ 0900.
<b>Q #29:</b> Section 13 - Intellectual Property says: “Aside from commercial licensed products and services, all newly developed services and products developed under this SOW will be delivered for the sole ownership of and the copyright by HQ SACT.” If newly developed products and services <u>leverage existing products and services</u> , does NATO still require sole ownership of the entire completed products and services?	<ol style="list-style-type: none"> <li>1. Product/service fully developed by CTR under a contract w/HQ SACT: --IP is exclusively owned by HQ SACT/NATO.</li> <li>2. Product developed by CTR utilising its presently owned IP that is not modified but which is used to enhance or further develop the contracted product/service: <ol style="list-style-type: none"> <li>a) CTR retains rights to its original background/underlying IP used in development of the contracted product/service;</li> <li>b) HQ SACT owns the IP for the contracted product/service developed using the CTR’s unmodified underlying IP; <u>and</u></li> <li>c) HQ SACT retains an enduring licence for use and sharing of CTR’s original background/underlying IP with NATO and its member nations without prejudice to the CTR’s original background/underlying IP.</li> </ol> </li> <li>3. Product developed by CTR utilising its presently owned IP that it substantially modifies in development of the contracted product to meet NATO’s requirements: -IP is exclusively owned by HQ SACT when substantial modification of the CTR’s original background/underlying IP is required to develop or enhance the contracted product/service.</li> <li>4. Product developed by CTR utilising its presently owned IP that it refines or modifies in development of the contracted product to meet NATO’s requirements:</li> </ol>

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	<p>a) CTR retains rights to its original background/underlying IP;</p> <p>b) HQ SACT owns the IP for the contracted product/service developed using the CTR's refined background/underlying IP; <u>and</u></p> <p>c) HQ SACT retains an enduring licence for use and sharing of CTR's original background/underlying IP with NATO and its member nations without prejudice to the CTR's original background/underlying IP.</p> <p>5. Issues of background and foreground IP are important to both the Contractor and NATO; therefore, if there are an ongoing concerns or questions, that they be addressed prior to bidding on the contract.</p>
<p><b>Q #30: IFIB Ref. 4. Eligibility</b></p> <p>(a) This IFIB is open to governmental or commercial entities.</p> <p>(b) Established in a North Atlantic Treaty Organization Alliance member nation.</p> <p>(c) Working in the required field of study and legally authorized to operate in the country and countries in which this contract is to be performed, at the time at the time of bidding. Please refer to our terms and Conditions paragraph 23 "Authorization to Perform." Has performed the desired past performance including size, cost and scope, as described in this IFIB.</p> <p>(d) All proposed key personnel on this requirement must be citizens of a NATO member nation.</p> <p>Ref. Annex B - Best Value Grading Matrix to STATEMENT OF WORK</p> <p>1 Company is headquartered in one of the NATO Countries with proposed candidates that are citizens of and resident in NATO nations. (Nationality must be provided and any secondary or dual citizenships clearly specified).</p> <p><b>Question:</b> Can a prime contractor established in a North Atlantic Treaty Organization Alliance member nation subcontract labor to a company established in a non-NATO country if the individuals are not key personnel?</p>	<p>All personnel performing against this contract must be citizens of a NATO member nation.</p>
<p><b>Q #31:</b> Is supplier supposed to complete the grading matrix or will HQ SACT complete it based on bidder reply?</p>	<p>The scoring matrix is used a reference to help bidders understand the criteria in which they will be graded. However, HQ SACT will use this grading matrix as a means to determine and evaluate the proposal that poses as best value to NATO (See Section 15c.</p>

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<p><b>Q #32:</b> Are Bidder travel expenses supposed to be covered by the bidder price proposal?</p>	<p>Travel shall be approved on a case-by-case basis by HQ SACT and will be coordinated accordingly. The procedures for project/contractor travel authorization shall be completed prior to start of travel. Travel and travel expenses shall be billed as a separate line item and may be reimbursed by HQ SACT.</p> <p>Please see ACT Financial Manual by accessing this link:</p> <p><a href="https://www.act.nato.int/opportunities/contracting/">https://www.act.nato.int/opportunities/contracting/</a></p> <p>Under Contractor information you will find additional reference links to the ACT Financial Manual.</p> <p>Anticipated travel expenses should not be included in the price proposal.</p> <p>Also see Amendment #2.</p>
<p><b>Q #33:</b> Is delivery- and price- options allowed in bid response?</p>	<p>Please clarify this question – we are unsure of what is being asked.</p>
<p><b>Q #34:</b> Is Bidder allowed to provide several bids in response to the IFIB?</p>	<p>Bidders are required to submit their technical proposal to <a href="mailto:techproposal@act.nato.int">techproposal@act.nato.int</a> and price proposal to <a href="mailto:priceproposal@act.nato.int">priceproposal@act.nato.int</a>. Only one bid broken into Tech/Price proposal will be accepted.</p>
<p><b>Q #35:</b> Is it possible to supply the contract deliverables "As a Service" from a public Cloud ?</p>	<p>This effort is open to various deployment options. Delivering capabilities “as a service” model is ideal. The project plans to keep scenarios unclassified. A Limited Authority to Operate via NCIA is required for software installation on NATO networks. Leadership from the sponsoring organization can assist with this process. Networking details regarding network peering, VPNs, or accessing remote VMs are not known at this time.</p>
<p><b>Q #36:</b> Is it possible to supply the contract deliverables "As a Service" from an existing Service Cloud infrastructure ?</p>	<p>Please see the answer to Q #35</p>
<p><b>Q #37:</b> Can you provide operational requirements in order to size the supplier's infrastructure capacity, for example n° of users, n° of sites to be connected simultaneously?</p>	<p>This information is unknown at this time.</p>

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<b>Q #38:</b> Is there any additional requirement about the integration between the supplier's and the NATO provided environments (Clouds)	Please see the answer to Q #35
<b>Q #39:</b> Can you specify whether some milestones require a physical presence in Norfolk or in any other NATO simulation site?	This information is unknown at this time. See Q#32 for travel expense information.
<b>Q #40:</b> Can you clearly specify/confirm the level of classification for the various tasks of the program?	The project plans to keep scenarios unclassified.
<b>Q #41:</b> REF IFIB, Working Packages (WP) 1 and 8: WP 1 & 8 requires the winning bidder to aid with requirements derivation. Would this affect the contract awardee's ability to bid on later phases of the M&S solution?	The NexGen M&S programme relies on industry involvement to translate operational requirements into capability requirements with industry providing fidelity on the feasibility, scope, and depth that Op requirements can be satisfied. Industry inputs are all validated by NATO stakeholders before they are finalized therefore there should be no conflict or issue with future bidding.
<b>Q #42:</b> REF IFIB, Intellectual Property. Looking for clarification that the company who provides the IP on contract still maintains ownership while NATO will have unlimited rights to the Tech Data and Software that is developed 100% with NATO Funds. Does exclusive ownership mean the product developed on contract can't be used on a different contract in the future?	See response to Q #29.
<b>Q #43:</b> Would NATO be amicable to a start time adjustment to allow adequate time to process the DSP-5 – "License for Permanent Export" IAW International Traffic in Arms Regulations.	Due to timeline dependencies, HQ SACT cannot allow a significant adjustment to the start date/time. If contract start is dependent upon completion of a DSP-5 process, this should be disclosed on the 'compliance' section of the proposal as a minor deviation and an estimated timeline for completion of this process should be included for consideration.
<b>Q #44:</b> REF IFIB, Enclosure 3: Is it the intent that all pricing information will be provided via the chart on Enclosure 3, and no other pricing related information is required?	That is correct.
<b>Q #45:</b> Please confirm the Bid Closing Date. The original IFIB states the Bid Closing Date was 11 August 2023. Amendment 1 shows the Bid Closing Date of 9 August 2023, but was not captured in the Changes Incorporated section (top of Page 3).	See response to question # 28.

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<p><b>Q #46:</b> The items described in the Compliance matrix: Have, at the time of bidding, the clearances (including Facility Security Clearance (FSC)) and infrastructure necessary to electronically receive, store, process and distribute documentation up to NATO SECRET &amp; At least two (2) submissions of past performance experience within the last 7 years. Does PC and NC eliminate the possibility of us working on this IFIB?</p> <p>Additionally, would working with a prime that is compliant count towards this?</p>	<p>The FSC and PC must be active at the time of bidding and remain active throughout the period of performance. This is a criterion that shall be assessed of the company as a whole; therefore working with a prime that is compliant with these criteria would suffice.</p>
<p><b>Q #47:</b> In Activity 5.1 (page 21) and 15.1 (page 30), it is mentioned that analysts should be enabled to query data using their own tools. To enable those tools to access data via open and non-proprietary formats, should contractor provide import-export capability (csv, txt, etc.) or those tools capable of connecting databases?</p>	<p>This effort expects analysis to be provided by the vendor, while also enabling any NATO analyst assigned to the wargame team to conduct their own analysis. The tools and methods of the analysts are not known at this time. There is no required format or medium for simulation outputs. NexGen M&amp;S analysis requirements expect analysts to curate data stored in numerous resource types and formats in the future.</p>
<p><b>Q #48:</b> Part.4 first paragraph, Will mentioned FOE scenario, which will be provided upon contract award, be applicable to both Phases or will another scenario be provided for Phase-2</p>	<p>A different scenario will be developed for Phase 2</p>
<p><b>Q #49:</b> Can bidders propose special Terms and Conditions with their offer?</p>	<p>Bid evaluations are conditioned upon (the interested vendor accepting) HQ SACT General Terms and Conditions, while providing an opportunity for negotiation of minor deviations, if so proposed by the company. Bidders should indicate if the proposal is contingent upon HQ SACT acceptance of their proposed terms or if the bidder is open to negotiation.</p>
<p><b>Q #50:</b> The General Terms and Conditions do not identify the protection of background IP. How does NATO intend to protect supplier's IP?</p>	<p>Please refer to Qs #29 &amp; 49. Issues of background and foreground IP, and protection thereof, are important to both the Contractor and NATO. Therefore, if there are ongoing concerns or questions, they should be addressed prior to bidding on the contract (see Q#29); or, consistent with HQ SACT's General Terms and Conditions (which provide an opportunity for negotiation of minor deviations), please include IP protection language in the proposal, indicating whether the proposal is contingent upon HQ SACT's acceptance of the proposed term(s) or if the bidder is open to negotiation (Q#49).</p>

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<b>Q #51:</b> Will NATO accept an IP plan as part of the submission?	Please refer to the response at Q #29, and then to the responses to Q#49 and Q#50 should questions remain.
<b>Q #52:</b> We noted some ambiguity in the SOW. Will NATO consider recommendations to change the SOW accordingly?	Recommendations to change to SOW – within scope and in order to eliminate ambiguity will be considered post award. Changes must be included via formal modification and mutual acceptance.
<b>Q #53:</b> Ref. ACT_General_Contract_Terms_and_Conditions, Clauses 16 & 20: There is no limit to liability/indemnity stated, meaning our potential liability would be unlimited. Would NATO be open to including an appropriate cap on liability (say 200% of the value of the work)?	Please refer to the response at Q #49.
<b>Q #54:</b> Ref. ACT_General_Contract_Terms_and_Conditions, Clause 36: There is no explicit protection given for any Background IPR that may be used. Would NATO be open to adding something to confirm that ownership of Background IPR shall not be affected?	Please refer to the response at Q #29, and then to the responses to Q#49 and Q#50 should questions remain.
<b>Q #55:</b> The IFIB Enclosure 3 Table indicates that pricing shall be presented as a single price per work package in the format provided. Are there any additional pricing or Basis of Estimate details needed to be provided to be compliant with the IFIB?	No.
<b>Q #56:</b> Ref. Para. 5. Schedule of Delivery. WP 17 Final Friday of each month (Phase 2). Does the WP17 applies only to the phase 2 of the program, so being spread only during the period in option?	Yes. The intention is to limit administrative tasks in Phase 1.
<b>Q #57:</b> The NOI published May 11 noted a budget of \$1.3M for 2023, and \$3.0M for 2024. As the WPs on this run through end of 2024, will the award planned for Aug/Sept 2023 include funding through end of 2024, or will awards be done on 2 separate transactions with a second one for 2024 later?	The contract is for a base period (2023 Award – 31 December 23). Upon award, funding will be committed for the base period of performance. If the 2024 option period is exercised, a second purchase order will be provided for the 2024 deliverables.

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<b>Q #58:</b> Language in Amendment 1 refers to the update on a clarification regarding applicable Terms and Conditions. Amendment 1 also states a Aug 9 due date, where as the original had a Aug 11 due date. Please confirm due date.	The due date has been extended to 28August 2023.
<b>Q #59:</b> Should the Enclosure 1 compliance statement with notes of clauses that minor exceptions are taken, be filled out in reference to 'HQ SACT General Terms and Conditions'	Yes – if exceptions are to be taken or additional clauses proposed, this is the location for that information.
<b>Q #60:</b> What existing systems in place do you expect to remain, where data from these systems will provide inputs to NexGen M&S? What data formats do they use?	There are no consistent set of systems or data sources used for computer-assisted wargaming. JWC and JFTC have systems that store settings data for CAX. Other simulation systems used by JWC and JFTC have standardised databases for CAX.
<b>Q #61:</b> What data standards and formats to you desire the system to adhere to?	No specific data standards or formats are mandated for this effort. It is desired that any data standards and formats be open and non-proprietary.
<b>Q #62:</b> With respect to cloud, would you envision NexGen M&S be installed on a private NATO cloud? If we delivered it from the Dassault Systemes cloud, would you require it be authorized for a US Government standard called FedRamp?	<p>In the future, the programme envisions resources being installed on NU, NS or approved Government cloud with applicable compliance like FedRamp.</p> <p>This effort is open tovarious deployment options. Certain deployment options will require NCIA involvement.</p>
<b>Q #63:</b> Would NATO be amicable to a start time adjustment to allow adequate time to receive the required USG export authorization IAW International Traffic in Arms Regulations? Who is the NATO point of contact to sign a Technical Assistance Agreement (TAA)? Would NATO accept an “exemption” letter, or “written direction” letter signed by our US sponsor in lieu of a TAA for the proposal submission?	Our Legal office provides review and comment on draft TAAs once contracts are let, as presented by the contracting company (or companies, subcontractors) to which the contract has been awarded. The HQ’s LEGADs understand that these agreements are time sensitive and endeavour to provide comments, upon request, soonest, typically within 3-5 business days, after which the contracting company’s representative forwards the TAA to the US Department of State for review and approval. Upon conclusion of that process, the TAA is then returned to HQ SACT (to Purchasing and Contracting) and signed by the HQ’s authorised representative.