

IFIB-ACT-SACT-19-72



NORTH ATLANTIC TREATY ORGANIZATION
HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION
7857 BLANDY ROAD, SUITE 100
NORFOLK, VIRGINIA 23551-2490

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Part 1 Bidding Instructions

This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

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This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

PART 1 BIDDING INSTRUCTIONS

1. General

This is a Firm Fixed Price with deliverables contract in accordance with the General Terms and Conditions; **Contract Award is contingent upon funding availability; Partial bidding is not allowed.**

2. Classification

This IFIB is a NATO UNCLASSIFIED document.

3. Definitions

- (a) The "Prospective Bidder", shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFIB, and has indicated thereon its intention without commitment, to participate in this IFIB.
- (b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this IFIB.
- (c) The term Contractor shall refer to the bidding entity to whom the contract is awarded.
- (d) The term "Contracting Officer" designates the official who executes this IFIB on behalf of HQ SACT.
- (e) "Contracting Officer's Technical Representative" or "COTR" is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
- (f) The term "HQ SACT" shall refer to Supreme Headquarters Allied Command Transformation.
- (g) The term "ACT" shall refer to Allied Commander Transformation.
- (h) The term "NATO", shall refer to the North Atlantic Treaty Organisation.
- (i) The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.
- (j) The term "Habitual Residence", means HQ SACT, Norfolk, Virginia, VA 23511.

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4. Eligibility

This IFIB is open to companies:

- (a) Established in a North Atlantic Treaty Organisation Alliance member nation.
- (b) Working in the required field of study and legally authorised to operate in the United States of America, at the time of bidding.
- (c) Has performed the desired past performance including size, cost and scope, as described in this IFIB.

5. Duration of Contract

- (a) The contract awarded shall be effective upon date of award.
- (b) Period of Performance: Base Period is 01 March – 31 December 2020 with three possible 12 month option periods; 01 January – 31 December 2021, 01 January – 31 December 2022, and 01 January – 31 December 2023.

6. Exemption of Taxes

- (a) In accordance with the agreements (Article VIII of the Paris Protocol dated, 25 August 1952) goods and services under this contract are exempt from taxes, duties and similar charges.

7. Amendment or Cancellation

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

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8. Bidder Clarifications

- (a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this IFIB, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 3 calendar days prior to the bid closing date.
- (b) In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than **03 January 2020**. **NOTE: HQ SACT will be closed from 20 December 2019-2 January 2020. Any questions submitted during this time may be delayed in a response until 3 January. It is recommended that clarifications are asked prior to 20 December to ensure a prompt response.**
- (c) Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link: <https://www.act.nato.int/contracting> or FedBizOpps as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

9. Bid closing date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than 10 January 2020 **1500 hours, Eastern Standard Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date. **NOTE: HQ SACT is located on a secure naval installation. Potential bidders are responsible for ensuring bids arrive before the due date. No bids will be accepted beyond the closing date. HQ SACT is not responsible for any late received proposals due to base access issues or mail courier issues/delays.**

10. Bid Validity

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

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11. Content of Proposal

The proposal shall consist of 5 copies of the following minimum paper documents (**Clipped - no binding or 3 prong folders please**): Additionally electronic copies (**e-mailed single PDF version**) of the documents are required no later than **10 January 2020, 1500 hours, Eastern Standard Time, Norfolk, Virginia, USA.**

A table of contents for the entire proposal (Checklist provided as Enclosure #1)

- (a) The bidder's full name address, Point of Contacts, Telephone, Fax number and Internet site, (See Enclosure #2);
- (b) Compliance statement (See Enclosure #3);
- (c) Provision of administrative and technical volumes
- (d) Compliance criteria, (See Annex A to Statement of Work).
- (e) Past performance (See Enclosure #4)
- (f) Company price proposal (Enclosure #5)

12. Proposal Submission

- (a) Proposals shall be submitted in a single package containing two volumes, Technical volume and Price volume, each separately sealed. The single package shall be clearly marked with the mailing label, citing the IFIB Solicitation reference number, (See Enclosure #3). Within the single package shall be the Technical and Price volumes, separately packaged and identified.
- (b) An electronic copy of the proposal, not to include the Price volume is required to the assigned Contracting Officer, prior to the established bid closing date **via E-mail PDF document.**
- (c) Proposal packages may be delivered by mail, courier or hand carried prior to the established deadline. Couriers must have access to military installation in order to deliver proposal.
- (d) Proposal packages must be delivered to the HQ SACT via a verifiable method or be handed to a member of the BUDFIN/Purchasing staff, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording.
- (e) **Price proposals shall be in U.S. Dollar currency.** Contractor may request payment post award in alternate currency based on agreed conversion rate.
- (f) Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.

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- (g) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- (h) No oral bids or oral modifications or telephonic bids shall be considered.
- (i) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. Late Proposals

- (a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches HQ SACT prior to the established closing date and time. All late bids shall be returned to the offering company unopened. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of NATO staff negligence (mishandling) shall the bid be considered.
- (b) A delay in a commercial courier service does not constitute a delay by NATO or government channels.

14. Bid Withdrawal

- (a) A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing or facsimile, with attention to the HQ SACT Contracting Officer. The proposal shall be returned unopened, at the expense of the company.

15. Bid Evaluation

- (a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of HQ SACT. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. HQ SACT is not responsible for any content that is not clearly identified in any proposal package.
- (a) Proposals shall be evaluated and awarded based on lowest price, technically compliant to NATO. The following factors are considerations;
 - Successful administrative submission of bid packages and requested Enclosures 2-6, as listed in this RFP. (Pass/Fail).
 - Technical factors/pricing factors
 - Acceptance of HQ SACT General Terms and Conditions.

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16. Proposal Clarifications

During the entire evaluation process HQ SACT reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of non-compliance.

17. Award

HQ SACT intends to award a firm fixed price contract to the Offeror whose proposal(s) represents the lowest priced technically compliant offer. HQ SACT will collect information from references provided by the Offeror in regard to its past performance. Contractors must provide authorization to contact references. HQ SACT reserves the right to negotiate minor deviations to the listed General and Special Terms and Conditions to this IFIB.

18. Communications

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

19. Point of Contact is:

Michael DiProspero, ACT Contracting Officer, 757-747-3612,
michael.diprospero@act.nato.int

All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH
Purchasing & Contracting,
Contracting Officer
IFIB-ACT-SACT-19-72
ATTN: Mike DiProspero
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

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Enclosure 1

PROPOSAL CONTENT / CHECKLIST

Table of Contents

- Bidder`s name, address, POC, Contact numbers, email address.
- Compliance Statement.
- Past performance (including References).
- List of Key personnel.
- Technical Proposal.
- Price Proposal.
- Mailing label.

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Enclosure 2

(The label below is to be completed by the bidder and affixed to the exterior envelope; parcel or package mailed or delivered to ACT)

**SEALED BID TO IFIB-ACT-SACT-19-72
(To be opened by Contract Awards Committee (CAC Only))**

Sender: _____

**HQ SACT
IFIB-ACT-SACT-19-72
Attn: Mike DiProspero
7857 Blandy Road, Suite 100,
Norfolk, VA 23551-2490
U.S.A**

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Enclosure 3

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-19-72

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-19-72. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-19-72 and the intended contract with the following exception(s); such exemptions are considered non substantial to the HQ SACT solicitation provisions issued.

<u>Clause</u>	<u>Description of Minor Deviation.</u>
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(If applicable, add another page)

Company: _____ Signature: _____

Name & Title: _____ Date: _____

Company Bid Reference: _____

Bidder’s proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non responsive.

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Enclosure 4

PAST PERFORMANCE INFORMATION FORM

- (a) Contracting Agency:
- (b) Contract No:
- (c) Type of Contract (Firm Fixed Price, IDIQ, Requirements):
- (d) Title of Contract:
- (e) Description of Work Performance and Relevance to Current Acquisition (Type of facility, capacity, estimated patronage, summary of staff used):
- (f) Contract Dollar Amount:
- (g) Period of Performance:
- (h) Name, Address, Fax and Telephone No. of Reference:
- (i) Indicate Whether Reference Acted as Prime or Sub-contractor:
- (j) Comments regarding compliance with contract terms and conditions:
- (k) Complete Contact Information for client:
- (l) Permission to contact client for reference: Yes/ No

Name/Signature of Authorized Company Official

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Enclosure 5

IFIB-ACT-SACT-19-72 SEALED BID PRICE PROPOSAL

COMPANY NAME: ABC, Inc
ADDRESS: Street,
City, Post code

TO: Chairman of Supreme Allied Commander Transformation, (HQ SACT)
Contracts Award Committee.
ATTN: LCDR Mike DiProspero
7857 Blandy Road, Suite 100
Norfolk, VA 23551

Please verify and acknowledge propriety of above, by duly completing signatures below.

Authorizing Company Official:

Printed _____ Name: _____
Position: _____
Title: _____

Authorizing Company (Signature): _____, Date: _____.

Company name Witness Official:

Printed _____ Name: _____
Position: _____
Title: _____

Witness Signature: _____, Date _____

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Proposed rates must be fully “loaded” [G&A, O/H etc.] Travel (and related expenses) will not be covered under this contract, but handled separately in accordance with the ACT Financial Manual.

SUBJECT: IFIB-ACT-SACT-19-72 Sealed Bid Price Proposal

Please find on behalf of **Insert: Company Name** to provide HQ SACT with services (collectively referred as “ITEMS”), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-19-72 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Contractor Support	Base Period	Option Period 1	Option Period 2	Option Period 3
	Award (Expected 1 March 2020) – 31 Dec 20 (1600 Hrs per person)	1 Jan 21 – 31 Dec 21 (1800Hrs per person)	1 Jan 22 – 31 Dec 22 (1800 Hrs per person)	1 Jan 23 – 31 Dec 23 (1800 Hrs per person)
Instructional Systems Designer 1 (Lead position)	\$	\$	\$	\$
Instructional Systems Designer 2	\$	\$	\$	\$
Multimedia Designers (2 persons)	\$ \$	\$ \$	\$ \$	\$ \$
Helpdesk and Administration Administrator (1 person)	\$	\$	\$	\$
Total of all Annual Hourly Rates:	\$	\$	\$	\$

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Please verify and acknowledge propriety of above, by duly completing signatures below.

Authorizing Company Official:

Printed _____ Name: _____

Position: _____

Title: _____

Authorizing Company (Signature): _____, Date: _____.

Company name Witness Official:

Printed _____ Name: _____

Position: _____

Title: _____

Witness Signature: _____, Date _____

Statement of Work (SOW) for Training Technologies Course Development and Delivery Support

Dated November 25 2019

1. Introduction

Allied Command Transformation (ACT) is NATO's leading agent for change: driving, facilitating, and advocating the continuous improvement of Alliance capabilities to maintain and enhance the military relevance and effectiveness of the Alliance. The main objectives of ACT are: providing appropriate support to NATO missions and operations; leading NATO military transformation; improving relationships, interaction and practical cooperation with partners, nations and international organisations. ACT therefore leads Alliance concept development, capability development, training and lessons learned initiatives and provides unfettered military support to policy development within NATO.

DCOS Joint Force Development (JFD)

DCOS Joint Force Development (JFD) Directorate is responsible for direction and coordination of education and individual training (E&IT) and to manage collective training and exercises. This includes:

- Direct and coordinate E&IT within ACT and ACO and in support of NATO HQ
- Act as the principal advisor to SACT on all subjects related to NATO, partner and non-NATO education and training (E&T)
- Develop, maintain concepts and doctrines related to NATO E&T
- Integrate concepts and doctrine into E&T
- Maintain relationships with NATO and other Education and Training Facilities (e.g. NETFs, COEs, PTECs)
- Monitor technological trends in NATO E&T with regard to transformational relevance, research and develop new technology to support NATO's education and training requirements
- Initiate transformational activities based on exercise analysis

Since the inception of Allied Command Transformation (ACT), the Modelling and Simulation/Training Technologies Branch have seen the requirement for online e-Learning and Advanced Distributed Learning (ADL) products expand beyond its current established capabilities.

HQ SACT is therefore seeking to put into place a firm fixed price personal services contract for development and support of:

- a) e-Learning courses from the industry standard level 2 to level 3 complexity (see Annex A) from industry suppliers. This will include requirements for complete course design and development to a NATO or NATO related requirements holder, as well as Instructional Systems Designer (ISD)/Multimedia Designer (MMD) support and SCORM/xAPI adaption and generation support (Technical format as well as content).

- b) Administration and helpdesk support for the NATO e-Learning Learning Management System (LMS) (currently open source software ilias) and the NATO electronic-Individual Training Enhancement Programme (e-ITEP).

This work will be conducted at HQ SACT (Norfolk VA) in order to ensure connectivity to the NATO networks required.

2. Background and Scope of work

- a) Background: HQ SACT is soliciting Contractor capabilities to continue supporting NATO's education and training requirements in the area of online learning and training technology. Since full operational capability in 2008, the NATO e-Learning Programme has developed and supported over 150,000 users with a growing list of online courses (120+) supporting NATO, NATO and partner nations in the areas of operations, exercises and academic instruction. It has also created Learning Management Systems (LMS) capability delivering online courseware on NATO networks. As the lead for NATO e-Learning, HQ SACT has the responsibility to support all NATO Education and Training Facilities (NETFs) as well as to advise and support NATO related Education and Training Facilities (ETFs) in the design, development and deploying of online courses as well as blended learning integration and technology related to education and training.

As part of its continuous goal of delivering high quality online courseware to a multinational, widely dispersed audience, HQ SACT seeks to support and practice developing courses, which utilise sound andragogy principals, with proven education & training technology implementation delivered on a range of user devices, as well as experimentation with emerging E&T technology. The NATO e-Learning website can be viewed at <https://jadr.act.nato.int/>

HQ SACT are also responsible for the e-ITEP system, which enables NATO to manage its education and training requirements and opportunities. The e-ITEP is a NATO fielded portal with an public open area for course descriptions and catalogue and a closed area for NATO staff E&T tracking and documentation. The website can be viewed at <https://e-itep.act.nato.int>

- b) Scope: This contract will enable HQ SACT to plan, develop and deliver the production of online courses as required over the annual contract period, Depending on requirements holder requirements the courses may be level 2¹ (informative with some user interaction) and level 3 (high user interaction). All courses will be at least SCORM² 1.2 standard or SCORM 2004. HQ SACT is also investigating and implementing the use of xAPI and cmi5 and the contract will follow academic/industry standards and development models for this type of production/delivery.

¹ Full defined definitions of development levels are in the document annex

² Sharable Content Object Reference Model

HQ SACT requires the following skill sets to complete its mission:

Two Instructional designers in Training Technologies section. The Instructional Designers supports the Joint Force Development Modelling & Simulation Training Technologies Branch, HQ SACT. These positions are responsible for the development of pre-deployment training for exercises, operations and academic courses. The lead instructional designer position (one of two) will be the team lead on location at NATO.

Two Multimedia Designer/Programmers in Training Technologies section. The Multimedia Designer/Programmers support the Joint Force Development Modelling & Simulation Training Technologies Branch, HQ SACT. These positions are responsible for providing a modern streamlined approach to multimedia online learning design with emphasis in web-based delivery of on-line supported courses as well as skills in SCORM and xAPI compliance and programming of LMS systems

One System Administration/Helpdesk administrator in the Training Technologies section. The System Administration/Helpdesk administrator supports applications in the Joint Force Development Modelling & Simulation Training Technologies Branch, HQ SACT. This position is responsible for providing support to the NATO e-Learning and e-ITEP helpdesk as well as administrating the systems.

3. Type of Contract and Period of Performance

- 1. Type of Contract:** This is a Commercial Personnel Services Contract in accordance with the Special Terms and Conditions; as such, it is a level of effort contract with a maximum limit of 1800 hours per person per calendar year. For the first year 2020 (01 March – 31 Dec) 1600 Hrs will be awarded. All employer responsibilities for the contractors performing under this contract shall lie with the contractor company.
- 2. Period of Performance:** The requirement is for a base period of 1 March 2020 to 31 December 2020 and includes three option 12 month periods, exercised at the sole discretion of the HQ SACT Contracting Officer.
- 3. Surge capability requirement** is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in contractor personnel or additional effort from existing personnel (to meet specific requirements). The Contractor Company shall be prepared to provide support services in the areas described above. Surge effort will not exceed **300 hours** annually per contractor. Surge effort shall be billed at the same rate as the base/option year rate.
- 4. Tasking and Deliverables:** As directed by the COTR (within scope) the contractor shall execute the following tasks:

Instructional Designer

1. Support the TT Section by coordinating with Subject Matter Experts (SME) among NATO organizations, commands and NATO and Partner nations, supporting the development of the necessary content for the online courses under development.
2. Instructional Designer will have the responsibility for the collection, analysis and achieving all contents received from SMEs into a standard storyboard templates, pertaining to ADL courses under development.
3. Assists in the operation and maintenance of an open source, standards based Learning Management System. Lifecycle support includes: concept development, systems specifications, systems analysis, baseline management, architectural development, test specifications, product evaluations, feasibility analysis, and transition planning.
4. Ensures compliance with NATO standards and requirements and security policies and procedures.
5. Professional level technical work includes recommendations for new or improved processes, applications, etc.
6. Provide ISD support and quality assurance to outside course providers as required by the Section Head Training Technology
7. Lead specialized tests, studies, and analysis.
8. Interfaces with the customer to determine needs and communicate progress.
9. Supports training on Instructional System Design at the e-Learning Design and Development NATO course.
10. Consults with customers and attends planning meetings, conferences and workshops as required by the Section Head Training Technology.
11. Reviews progress with the Section Head on JADL & Simulation on complex projects within budget and schedule.
12. Where required will carry out Training Needs Analysis (TNA) and establish Target Audiences for any JADL Training created.

Multimedia Designer/Programmer

1. Support the TT section by assuming the completed and SME approved story boards from Instructional Designer and convert them into online multimedia format according to the agreed specifications to be posted on the NATO Learning Management System.

2. The incumbent will have the responsibility for converting and archiving all storyboards received from Instructional Designer into a standard NATO template, pertaining to the e-Learning courses under development.
3. Designs and coordinates course features, interactions, navigational tools, and content with instructional designer and TT Section Head. Supports the conversion of traditional classroom training and educational material or new storyboards into instructionally sound, interactive, web-based training.
4. Ensures all developed work is in compliance with NATO standards and requirements and security policies and procedures.
5. Designs and builds web pages using a variety of graphics software applications, techniques and tools.
6. Designs and develops user interface features, site animation and special effects elements.
7. Uses animation, audio, video, and other creative techniques to develop interactive training systems.
8. Develops innovative user involvement techniques to enhance information transfer.
9. Researches and incorporates text, audio, video data drawn from a wide range of sources in support of this effort.
10. Reviews and edits all content for consistency in style, language, and reusable content.
11. Participates in meetings with the MS/TT staff to discuss products, site maintenance, future planning, modifications and enhancements.
12. Designs, develops, troubleshoots, debugs and implements software code (such as HTML, CGI and JavaScript) for the website.
13. Advises on latest technical advances in online e-Learning technology.
14. Provide MMD support and quality assurance to outside course providers as required by the Section Head Training Technology
15. Supports training on Multimedia System Design at the e-Learning Design and Development NATO course.

Helpdesk and Administration:

1. Supports the JADL and e-ITEP system administration and helpdesk operating during normal US office hours (08:00-16:30) Monday to Friday excluding official holidays.

2. Working from the HQ SACT MS/TT Branch at HQ SACT the sys admins will:
- a) Review all new requests for accounts on the JADL and e-ITEP systems, approving those, which meet the NATO requirements and responding to those, which need further clarification.
 - b) Support any helpdesk questions received by email or phone.
 - c) Work with the MS/TT Branch for uploading or modifications of the LMS servers of e-Learning courses.
 - d) Maintain the JADL and e-ITEP administration of servers and software with NCIA support.
 - e) Work closely with NCIA to ensure the services are available and fully operational on the NATO networks.
 - f) Maintain an awareness of any cyber issues that may affect the system delivery or unauthorised access to the system.

5. **Acceptance Criteria:** NATO e-Learning follows a strict acceptance programme for all courses supplied for delivery on the NATO e-Learning Learning Management System. Annex B outlines the typical forms and check off lists for acceptance of courses.

6. Contractor Performance Requirements and Reporting:

a) Contractor Performance Requirements:

- i. The Contracting Officer (in the Purchasing and Contracts Branch) will assign a Contracting Officer's Technical Representative (COTR) to administer all contract details. The Contracting Officer has final authority to determine if the contract/SOW should be amended, extended, modified or cancelled for evolving requirements, new tasking, and/or technical non-performance. With the Contracting Officer's concurrence, the COTR shall:
- ii. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW
- iii. Review (and approve) all Contractor duties for completeness and accuracy
- iv. Review the Contractor's work at a minimum of monthly, or more often if needed
- v. The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his roles and responsibilities to which he shall sign formal acceptance.

4. **Reporting:** The contractor shall submit a monthly report to the COTR, detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:

1. Summary of work completed during reporting period.
2. Contract hours expended showing a comparison with budgeted hours.
3. Work performed for reporting period.
4. Work to be performed for the upcoming period.
5. Current or anticipated problems/deficiencies and recommended solutions.

The COTR reserves the right to amend the reporting requirements to receive alternate/ additional data and information on a more frequent basis, and to request other reports that detail designated aspects of the work or methods to remedy problems and deficiencies.

b) Personnel Required for Statement of Work:

Lead Instructional Designer (One Position)

Experience

1. A minimum of 5 years' experience (within last 7 years) working with Advance Distributed Learning (e-Learning) development.
2. A minimum of 7 years' experience in the education and training profession working in the creation of training modules.
3. Experience communicating effectively with customers and clearly presenting instructional system design approaches to course development.
4. Experience in the use of Learning Management System Software.
5. Experience working with SCORM standard and the demonstrated ability to design to its structure.
6. Demonstrate (example screen shots or story board pages (max 4 per course)) from three courses that have been developed by the instructional systems designer.

Education

1. MS/MA Degree in Education and Training Development or related programs (completed or in progress) which may include learning theory, educational psychology, instructional design and education evaluation.

Special Requirements

1. Fluent in English (Written and Oral).
2. NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.

Instructional Designer 2 (One Position)

Experience

1. A minimum of 1 years' experience (within last 3 years) working with Advance Distributed Learning (e-Learning) development.
2. A minimum of 1 years' experience in the education and training profession working in the creation of training modules.
3. Experience communicating effectively with customers and clearly presenting instructional system design approaches to course development.
4. Experience in the use of Learning Management System Software.
5. Experience working with SCORM standard and the demonstrated ability to design to its structure.
6. Demonstrate (example screen shots or story board pages (max 4 per course)) from three courses that have been developed by the instructional systems designer.

Education

1. MS/MA Degree in Education and Training Development or related programs (completed or in progress) which may include learning theory, educational psychology, instructional design and education evaluation.

Special Requirements

1. Fluent in English (Written and Oral).
2. NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.

Multimedia Designer/Programmer

1. Experience

1. A minimum of 3 years' experience (within last 5 years) working in web based multimedia development for online courses and usage.
2. A minimum of 3 year's (within last 5) experience using graphical development tools providing examples of work/projects created.
3. A minimum of 3 years' experience (within last 5) using Learning Management Systems (LMS) and troubleshooting SCORM compliant issues.
4. Experience in the SCORM standard and subsequent programming and creation of SCORM compliant courses.

5. Experience working with SCORM standard and the demonstrated ability to design to its structure.
6. Demonstrate (example screen shots (max 4 per course)) from three courses that have been developed by the multimedia systems designer.

Education

1. A Bachelors (BS/BA) degree in computer science or graphic design or minimum of five years of vocational training in computer science multimedia or related subjects in the educational domain.

Special Requirements

1. Fluent in English (Written and Oral).
2. NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.

Helpdesk and Administration Administrator

1. Experience

1. A minimum of 3 years' experience (within last 6 years) working as an administrator of online Learning Management System.
2. A minimum of 3 year's (within last 6) supporting users with new accounts creation, helpdesk support and general support to remote users on the system.
3. A minimum of 3 years' experience (within last 6) using Learning Management Systems (LMS) and troubleshooting user issues on course access and completion.
4. Experience in helpdesk tracking software and trouble ticket supporting software.
5. Experience in producing reports and metrics from a LMS or by interrogating the database.
6. Experience in cyber issues and protecting the system and network from unauthorised access.

Education

1. Two years of vocational training in computer related science or related subjects in the educational domain.

Special Requirements

1. Fluent in English (Written and Oral).
2. NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.

7. **Company Resources Required for work:** HQ SACT will provide all required development software for e-Learning production. HQ SACT currently use Captivate Version 9 and Adobe Articulate 360 (including Rise). NATO currently uses the open source software Ilias for its LMS. As NATO e-Learning moves into Learning Record Stores (LRS) and cmi5 to become xAPI compliant, this standard will be adopted. NATO Security clearances will be required as the contractors will be based at HQ SACT and require access to the NATO networks and the building.
8. **Proof of Past Performance and Company Capability Statement:** The Contractor is to provide a minimum of two past performance citations within the last five years to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW. It should also give examples of the capabilities of the company, and how it can support development of e-Learning from level 2 to level 3 in imaginative and modern approaches.

The past performance citations or references shall include the following information at a minimum:

- a) Summary of work performed that is similar to or directly relates to this SOW.
 - b) Status of work (i.e., on-going, complete).
 - c) Date of work performance.
 - d) Name of client (or reference)
 - e) Complete contact information.
 - f) Permission to contact client (or reference).
9. **Place of Performance:** The contractor is expected to perform the majority of the required work at HQ SACT in Norfolk, VA, U.S.A. Initial meetings with requirements holders and Subject Matter Experts (SME's) will be expected either at HQ SACT, the requirements holder's location, VTC or as agreed. These meetings could be in Europe or the USA. (Travel considerations should not be supplied in this bidding. Travel arrangements and costing, will be worked out after contract award using NATO travel regulations and a separate purchase order.
10. **Furnished Materials and Services:** NATO shall supply all necessary working spaces, hardware and software for course development and delivery when working at HQ SACT or a NATO facility. .
11. **Physical Security:** The contractor shall be responsible for physical security at their locations. HQ SACT or the receiving NATO entity is responsible for any work performed at the NATO locations.
12. **Personnel Clearances:** Contractor personnel shall be responsible for ensuring their staff are cleared for working on NATO materials. NATO Secret Clearance will be required for all staff working at HQ SACT.
13. **Security Conditions:** The Contractor must adhere to current security conditions at HQ SACT and other work sites. Contractor personnel shall comply with all local host nation, NATO security provisions and other policies and procedures, as

required.

14. **Building, Installation Access:** To work on NATO property, the Contractors are fully responsible for ensuring that they have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the NSA and HQ SACT facilities if and when required. The Contractor Company shall submit requests for site access to HQ SACT, Attention Security Office, at 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.
15. **Electronic Devices:** All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in the HQ SACT. The Contractor shall be responsible for satisfying the necessary clearance from the HQ SACT Security Office before bringing any such device into the HQ SACT work environment.
16. **Intellectual Property Rights:** Specific information to IPR is articulated in the General Terms and Conditions that support this contract. All furnished materials, courseware, associated assets and documents will be the property of NATO unless otherwise agreed in writing with the contractor.
17. **Security of Deliverables:** The security classification of the deliverables under this contract may range from Unclassified through NATO Secret.
18. **Releasability and Export Control:** NATO nations have regulations and laws applying to the export of defence related goods by domestic commercial sources to outside entities (such as NATO). The products or services under this SOW will need to be releasable to entities identified under the statements made with regard to the Intellectual Property Rights

HQ SACT Special Terms and Conditions for Commercial Personnel Services Contracts

1. Scope

These special terms and conditions address all issues pertaining to the Commercial Personnel Services to be rendered by the Contractor to HQ SACT under this Contract, thereby taking precedence over the HQ SACT General Terms and Conditions.

2. Type of Contract

As far as the Commercial Personnel Services under this Contract are concerned this is a Level of Effort Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Contractor and HQ SACT. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor.

3. Definitions

- a. Billable Hours. As further specified in these Special Terms and Conditions, hours spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill HQ SACT at the hourly rate set out in this contract.
- b. Commercial Personnel Services. As specified in the SOW, the continuous performance to be provided by Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.
- c. Contractor Personnel. An individual employed by the Contractor to perform the services required under this Contract for HQ SACT.
- d. HQ SACT Work Days. Mondays through Fridays with the exception of HQ SACT Holidays. The number of HQ SACT Holidays may vary from year to year. A list may be obtained through the Contracting Officer.
- e. HQ SACT Working Hours. On HQ SACT Work Days, 7.5 hours daily between 0800 and 1700 hours.
- f. Man Year. 1800 hours of service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance at 37.5 hours assuming 5 HQ SACT work days per week. As a baseline the further assumption is: 15 days of HQ SACT holidays and 15 days as the minimum individual leave, thus allowing for the allocation of a minimum of 75 hours per year as possible overtime. As, in particular, the number of individual leave days may be greater and the number of HQ SACT holidays may vary, the allowable overtime figure will change accordingly. In

no event shall the ceiling of 1800 hours per man year or corresponding fraction thereof be exceeded.

- g. Overtime. Hours within the contracted man year or fraction thereof (1800 hours maximum for full years' service) served by Contractor Personnel outside of the limitations of the Delivery of Service stated in paragraph 4 and the SOW, as for each occasion requested by the COTR in writing.
- h. Products. Any item, document, writing, study, briefing, database, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

4. Delivery of Service.

All Commercial Personnel Services under this Contract will be performed only on HQ SACT Work Days and during HQ SACT Working Hours to total no more than 7.5 hours per HQ SACT Work Day.

5. Exceptions from Delivery of Service.

Under exceptional circumstances Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4.

- a. Overtime requires a specific written request to the Contractor by the COTR.
- b. Permanent deviation has to be in writing in the SOW with the signature of the Contracting Officer.

6. Coordination of Delivery of Service and Personal Leave

In order to ensure a balanced professional performance of the Contractor Personnel employed by the Contractor, during their performance for HQ SACT, the Contractor shall ensure that each Contractor Personnel will take a minimum of 15 and not more than 30 HQ SACT Work Days as personal leave during the course of a calendar year.

7. Coordination of Absences

To ensure the uninterrupted flow of HQ SACT projects, any absence by Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.

- a. Personal Leave. At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.
- b. Sickness. Should absences caused by sickness affect the performance of an HQ SACT project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual.

- c. Other Absences. Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with the Delivery of the Service set out in paragraph 4.

8. Billable Hours

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

- a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.
- b. Overtime. All overtime within the limit of the contracted man year or fraction thereof (total of 1800 hours for full year's service) shall be billed at the normal hourly rate set out in this contract.
- c. Non-performance. Personal leave, closing of the Headquarters by the order of the HQ SACT Chief of Staff, sickness, company coordination, company reports, training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

9. Commitment of Contractor Personnel

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

10. Deficient performance

Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of HQ SACT Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW. The withdrawal or replacement of the Contractor Personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligation under the Contract. All expenses related to the withdrawal or replacement of the Contractor Personnel shall, in all cases, be borne exclusively by the Contractor. Any request by HQ SACT for the withdrawal or replacement of the Contractor Personnel shall not be considered to be a termination, in whole or in part, of the Contract, and HQ SACT shall not bear any liability in respect of such withdrawn or replaced personnel.

11. Contractor Responsibility for Contractor Personnel

11.1 The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be

fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security and workmen's compensation schemes due.

11.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract, and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the laws and customs of the host nation and other nations in which he might be present on duty, and will observe a high standard of moral and ethical conduct.

11.3 Contractor personnel shall be professionally qualified and, if required to work with officials or staff of HQ SACT/NATO, and shall be able to do so effectively. The qualifications of the personnel proposed by the Contractor may be reviewed by HQ SACT prior to such person's performing any obligations under the contract, and HQ SACT may refuse to accept any such person offered by the Contractor for any reason permitted by law.

11.4 Within one working day after learning that any Contractor Personnel have been arrested or charged by law enforcement authorities with any offense other than a traffic infraction, as that term is defined by Virginia law, the Contractor shall provide written notice to inform HQ SACT about the particulars of the charges or offenses then known and shall continue to inform HQ SACT concerning all substantial developments regarding the disposition of such charges. If an arrest or charged offense implicates conduct indicating a security risk, in the sole discretion of SACT or his designee, the Contractor shall replace the Contractor Personnel in accordance with para 10 of these Special Terms and Conditions.

12. Billing

The Contractor shall bill time for Contractor Personnel at the hourly rate set out in this contract ONLY for billable hours.

13. Billing for Travel

Travel by Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel".

- a. The in-house Travel Agency will set the transport ceiling cost.
- b. Transport tickets purchased through the in-house travel agency will be reimbursed by HQ SACT directly to the in-house travel agency. These costs will not be invoiced by, or paid to, the contractor company. When transport tickets are purchased by the Contractor through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the Contractor.

- c. All incidental expenses to include overhead for the performance of travel will be reimbursed through a flat NATO Civilian subsistence allowance as posted on <http://www.act.nato.int/budfin/contractortravel.htm>.

14. Invoices

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

- a. A breakdown of the Contractor Personnel;
- b. The billable hours performed by each of them by day; and also
- c. Indicating travel, absences or other relevant information; as well as
- d. Any overtime shall be provided together with the requisite COTR request.

15. Instructions for safety and management of the HQ

The Contractor shall ensure that the Contractor Personnel honour all HQ SACT Directives and further guidance by the Chief of Staff regarding the safety, security, and management of HQ SACT.

16. Work Space

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

17. Representation of HQ SACT/NATO

When dealing with third parties during the execution of this Contract, the Contractor Personnel shall present themselves as representatives of the Contractor working under contract for HQ SACT/NATO, and shall not represent themselves as employees of HQ SACT/NATO. Contractor Personnel shall not take decisions or make commitments for HQ SACT/NATO, or take action which would tend to cause third parties to rely on representations or commitments as though the Contractor Personnel have authority to take decision or make commitments for HQ SACT/NATO.

18. Ownership of Work Products

Except as is otherwise expressly provided in writing in the Contract, HQ SACT shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for HQ SACT under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or

during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for HQ SACT. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, HQ SACT does not and shall not claim any ownership interest thereto, and the Contractor grants to HQ SACT a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of HQ SACT, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the HQ SACT in compliance with the requirements of the applicable law and of the Contract. HQ SACT. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of HQ SACT, shall be made available for use or inspection by HQ SACT at reasonable times and in reasonable places, shall be treated as confidential and proprietary, and shall be delivered only to HQ SACT authorized officials on completion of work under the Contract.

19. Disclosure of Information

'Information' means all information or material, whether in oral, written, visual, electronic and/or other form disclosed to one party by or on behalf of the other party under or in connection with the Contract.

19.1. Subject to this clause each party shall;

- (a) Treat in confidence all information it receives from the other party;
- (b) Agree not to disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract.
- (c) Upon request from the other party, return any information or erase any electronic files in its possession.
- (d) Abide by all NATO and HQ SACT information security regulations, directives, procedures or rules.

- (e) Not use any of that information otherwise than for the purpose of performing obligation arising under the Contract
 - (f) Not copy any of that information except to the extent necessary for the performance of obligation arising under the Contract.
- 19.2 The Contractor shall take all reasonable precautions necessary to ensure that all information disclosed to the Contractor by or on behalf of HQ SACT under or in connection with the Contract:
- (a) Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract.
 - (b) Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for HQ SACT under the Contract or any sub-contract under it.
- 19.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this Paragraph before they receive information and take such steps as may be reasonably practical to enforce such arrangements.
- 19.4 Neither party shall be in breach of this Paragraph where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a legal or judicial obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the information is made aware of and asked to respect its confidentiality, and shall inform the HQ SACT Purchasing and Contracting office and/or Legal office, unless such disclosure is otherwise prohibited by law. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Paragraph.

20. Assigning, Transferring, Pledging or Making Dispositions

Under the Contract. The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, or any part of the Contract, or any of the rights, claims or obligation under the Contract except with the prior written authorization of an authorized HQ SACT representative with authority to accept or execute a modification to the Contract ("authorized HQ SACT representative"). Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, without authority, shall not be binding on HQ SACT. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of an authorized HQ SACT representative. Any such unauthorized delegation, or attempt to do so, shall not be binding on HQ SACT.

21. Subcontractors

In the event the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of an authorized HQ SACT representative. HQ SACT shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that HQ SACT reasonably considers is not qualified to perform obligations under the Contract or presents an unacceptable safety or security risk to the command. HQ SACT shall have the right to require any subcontractor's removal from HQ SACT premises without having to give any justification. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and condition of the Contract.

22. Indemnification

- a. The Contractor shall indemnify, defend, and hold and save harmless, HQ SACT and its officials, agents and employees, from and against all suits, proceedings, claims, demands losses and liability of any kind or nature brought by any third party against HQ SACT including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to allegation or claims that the possession or use by HQ SACT of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to HQ SACT under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractors published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party, or any actors of omissions of the Contractors or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for worker's compensation.
- b. The Contractor also shall be obligated, at its sole expense, to defend HQ SACT and its officials, agents and employees, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of NATO, any subordinate NATO command, activity or agency, and HQ SACT

or any matter relating thereto, for which only NATO and HQ SACT is authorized to assert and maintain. HQ SACT shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

- c. In the event the use by HQ SACT of any goods, property or services provided or licensed to HQ SACT by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe on any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall promptly procure for HQ SACT the unrestricted right to continue using such goods or services provided to HQ SACT, replace or modify the goods or services provided to HQ SACT, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing, or refund to HQ SACT the full price paid by HQ SACT for the right to have or use such goods, property or services, or part thereof.

23. Insurance and Liability

The Contractor shall pay HQ SACT promptly for all loss, destruction, or damage to the property of HQ SACT caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract. Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses, insurance against all risks in respect of its property and any equipment used for the performance of the Contract; workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract; liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles or other transportation vehicles and equipment, whether or not owned by the Contractor; and, such other insurance as may be agreed upon in writing between HQ SACT and the Contractor. The Contractor's liability policies shall also cover subcontractors and all defence costs and shall contain a standard "cross liability" clause. The Contractor acknowledges and agrees that HQ SACT accepts no

responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract. Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by HQ SACT, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall: name HQ SACT as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; include a waiver of subrogation of the Contractor's insurance carrier's rights against HQ SACT; provide that HQ SACT shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and, include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to HQ SACT. The Contractor shall be responsible to fund all amounts within any policy deductible or retention. Except for any self-insurance program maintained by the Contractor and approved by HQ SACT for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to HQ SACT. Prior to the commencement of any obligations under the Contract, the Contractor shall provide HQ SACT with evidence, in the form of certificate of insurance or such other form as HQ SACT may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. HQ SACT reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify HQ SACT concerning any cancellation or material change of insurance coverage required under the Contract. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

24. Equipment furnished by HQ SACT to the Contractor

Title to any equipment and supplies that may be furnished by HQ SACT to the Contractor for the performance of any obligations under the Contract shall rest with HQ SACT, and any such equipment shall be returned to HQ SACT at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to HQ SACT, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate HQ SACT for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

25. Publicity and the Use of the Name, Emblem or Official Seal or HQ SACT.

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with HQ SACT, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of HQ SACT, or any abbreviation of the name of HQ SACT in connection with its business or otherwise without the written permission HQ SACT.

26. Privileges and Immunities.

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of HQ SACT, including its subsidiary commands or activities.

27. Force Majeure, and Other Changes in Conditions

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, HQ SACT shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Paragraph pertaining to termination rights, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, HQ SACT shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days. Force majeure as used herein means any unforeseeable and irresistible act of nature or destructive weather, a cataclysmic environmental event, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force,

provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which HQ SACT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

28. Nonwaiver of Rights.

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

29. Non-exclusivity

Unless otherwise specified in the Contract, HQ SACT shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and HQ SACT shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

30. Modifications

Only the HQ SACT Contracting Officer or his designee, or such other Contracting authority as HQ SACT has made known to the Contractor in writing, possesses the authority to agree on behalf of HQ SACT to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against HQ SACT unless provided by a valid written amendment to the Contract signed by the Contractor and the HQ SACT Contracting Officer or his designee. A Contracting Officer's Technical Representative does not have authority to modify the terms or conditions of the Contract in any manner, but may only administer the Contract according to its terms. If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with the procedures for amendments established herein. The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against HQ SACT nor in any way shall constitute an agreement by HQ SACT thereto unless any such undertakings, licenses or other forms are

the subject of a valid amendment concluded in accordance with the terms of the Contract.

31. Audits and Investigations

Each invoice paid by HQ SACT shall be subject to a post-payment audit by auditors, whether internal or external, of HQ SACT or by other authorized and qualified agents of HQ SACT at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. HQ SACT shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by HQ SACT other than in accordance with the terms and conditions of the Contract. HQ SACT may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to HQ SACT access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants, auditors, or other managers, employees or advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by HQ SACT hereunder.

32. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to HQ SACT in connection with the performance of its obligations under the Contract, except as otherwise required by law. Should any authority external to HQ SACT seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify HQ SACT and provide all reasonable assistance required by HQ SACT. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of HQ SACT, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of HQ SACT.

33. Lawful Conduct and Officials Not to Benefit Personally

The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of HQ SACT any direct or indirect benefit

arising from or related to the performance of the Contract or of any other contract with HQ SACT or the award thereof or for any other purpose intended to gain an advantage for the Contractor. Any such offer discovered post-award shall result in immediate termination of the contract, disqualification from future business with HQ SACT, and provision of information pertaining to the transaction or attempted transaction to law enforcement authorities. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

34. Child Labour and Sexual Exploitation of Others

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with or violation of state or federal child labour laws or international human rights law, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse in violation of state or federal law or international human rights obligations of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35. Termination

Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

36. HQ SACT may terminate the Contract

HQ SACT may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of HQ SACT applicable to the performance of the Contract or the funding of HQ SACT applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, HQ SACT may terminate the Contract without having to provide any justification therefor.

37. In the event of any termination

In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by HQ SACT, the Contractor shall, except as may be directed by HQ SACT in the notice of termination or otherwise in writing, take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; place no further subcontracts or orders for materials, services, or facilities, except as HQ SACT and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated; terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated; transfer title and deliver to HQ SACT the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated; deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to HQ SACT thereunder; complete performance of the work not terminated; and, take any other action that may be necessary, or that HQ SACT may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which HQ SACT has or may be reasonably expected to acquire an interest. In the event of any termination of the Contract, HQ SACT shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, HQ SACT shall not be liable to pay the Contractor except for those goods delivered and services provided to HQ SACT in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from HQ SACT or prior to the Contractor's tendering of notice of termination to HQ SACT. HQ SACT may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; the Contractor is granted a moratorium or a stay, or is declared insolvent; the Contractor makes an assignment for the benefit of one or more of its creditors; a Receiver is appointed on account of the insolvency of the Contractor; the Contractor offers a settlement in lieu of bankruptcy or receivership; or HQ SACT reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract. Except as prohibited by law, the Contractor shall be bound to compensate HQ SACT for all damages and costs, including, but not limited to, all costs incurred by HQ SACT in any legal or non-legal proceedings, as a result of any of the events specified above pertaining

to insolvency and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform HQ SACT of the occurrence of any of the events specified above, and shall provide HQ SACT with any information pertinent thereto. The provisions of this paragraph are without prejudice to any other rights or remedies of HQ SACT under the Contract or otherwise.

38. Immunity from Taxation

The Paris Protocol, an international agreement, provides HQ SACT, including its subsidiary and affiliated agencies, commands, organizations and activities, is exempt from all direct taxes, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of HQ SACT from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with HQ SACT to determine a mutually acceptable procedure. The Contractor authorizes HQ SACT to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with HQ SACT before the payment thereof and HQ SACT has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide HQ SACT with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and HQ SACT shall reimburse the Contractor for any such taxes, duties, or charges so authorized by HQ SACT and paid by the Contractor under written protest.

Annex A: Review and Scoring Table

Company _____

Contractor's technical proposals will be assessed on the qualifications of the individuals proposed to perform the work. Individuals' résumés will be measured against each of the criteria specified below in order to ascertain whether the individuals have adequately demonstrated that they possess the required qualifications. HQ SACT reserves the right to conduct interview of nominated candidates). Examples of how detailed knowledge levels were attained are expected. Ultimately Contractor companies shall clearly demonstrate by providing unequivocal reference to where candidates meet the criteria set forth in this solicitation.

Note: A score of 0 (zero) points in any Criteria from 1 to 8 will result in TECHNICAL NONCOMPLIANCE.

	Item	Compliant (Y/N)
	Minimum of two past performance citations to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW. Included examples of the capabilities of the company, and how it can support development of e-Learning from level 2 to level 3 in imaginative and modern approaches.	

	Item	Grading	Score Out of 100 pts
1	Description of the company and how it will approach and fully meet the management requirements of the SOW working with HQ SACT MSTT Staff and identified SME's,	0-6	
	Lead Instructional Systems Designer submissions meeting the requirements (grading score)	(14 Max)	
	A minimum of 5 years' experience (within last 7 years) working with Advance Distributed Learning (e-Learning) development.	3	
	A minimum of 7 years' experience in the education and training profession working in the creation of training modules.	3	
	Demonstrate experience communicating effectively with customers and clearly presenting instructional system design approaches to course development.	1	

	<p>Experience in the use of Learning Management System Software.</p> <p>Experience working with SCORM or newer standards and the demonstrated ability to design to its structure.</p> <p>Demonstrate (example screen shots or story board pages (max 4 per course)) from three courses that have been developed by the instructional systems designer.</p> <p>MS/MA Degree in Education and Training Development or related programs (completed or in progress) which may include learning theory, educational psychology, instructional design and education evaluation.</p> <p>Fluent in English (Written and Oral).</p> <p>NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.</p>	<p>1</p> <p>3</p> <p>2</p> <p>Y/N (1 if degree completed)</p> <p>Y/N</p> <p>Y/N</p>	
2	<p>Instructional Systems Designer 2 submissions meeting the requirements (grading score)</p> <p>A minimum of 1 years' experience (within last 3 years) working with Advance Distributed Learning (e-Learning) development.</p> <p>A minimum of 1 years' experience in the education and training profession working in the creation of training modules.</p> <p>Demonstrate experience communicating effectively with customers and clearly presenting instructional system design approaches to course development.</p> <p>Experience in the use of Learning Management System Software.</p> <p>Experience working with SCORM or newer standards and the demonstrated ability to design to its structure.</p>	<p>(10 max)</p> <p>2</p> <p>2</p> <p>1</p> <p>1</p> <p>1</p>	

	<p>Demonstrate (example screen shots or story board pages (max 4 per course)) from three courses that have been developed by the instructional systems designer.</p> <p>MS/MA Degree in Education and Training Development or related programs (completed or in progress) which may include learning theory, educational psychology, instructional design and education evaluation.</p> <p>Fluent in English (Written and Oral).</p> <p>NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.</p>	<p>2</p> <p>Y/N (1 if degree completed)</p> <p>Y/N</p> <p>Y/N</p>	
3	<p>Multimedia Designer submissions meeting the requirements (Grading Score)</p> <p>A minimum of 3 years' experience (within last 5 years) working in web based multimedia development for online courses and usage.</p> <p>A minimum of 3 year's (within last 5) experience using graphical development tools providing examples of work/projects created.</p> <p>Experience in the SCORM standard and subsequent programming and creation of SCORM compliant courses.</p> <p>A minimum of 3 years' experience (within last 5) using Learning Management Systems (LMS) and troubleshooting SCORM compliant issues.</p> <p>Demonstrate (example screen shots (max 4 per course)) from three courses that have</p>	<p>(20 Max)</p> <p>5</p> <p>5</p> <p>4</p> <p>3</p> <p>3</p>	

	<p>been developed by the multimedia systems designer.</p> <p>A Bachelors (BS/BA) degree in computer science or graphic design or minimum of five years of vocational training in computer science multimedia or related subjects in the educational domain.</p> <p>Fluent in English (Written and Oral).</p> <p>NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority.</p>	<p>Y/N</p> <p>Y/N</p> <p>Y/N</p>	
4	<p>Administrator/Helpdesk submission meeting the requirements (Grading Score)</p> <p>A minimum of 3 years' experience (within last 6 years) working as an administrator of online Learning Management Systems.</p> <p>A minimum of 3 year's (within last 6) supporting users with new accounts creation, helpdesk support and general support to remote users on the system.</p> <p>A minimum of 3 years' experience (within last 6) using Learning Management Systems (LMS) and troubleshooting user issues on course access and completion.</p> <p>Experience in helpdesk tracking software and trouble ticket supporting software.</p> <p>Experience in producing reports and metrics from a LMS or by interrogating the database.</p> <p>Experience in cyber issues and protecting the system and network from unauthorised access.</p> <p>Two years of vocational training in computer related science or related subjects in the educational domain.</p>	<p>(20 Max)</p> <p>6</p> <p>4</p> <p>4</p> <p>2</p> <p>2</p> <p>2</p> <p>Y/N</p>	

	Fluent in English (Written and Oral).	Y/N	
	NATO SECRET-level security clearance or active SECRET security clearance issued by a national authority	Y/N	
5	Examples (descriptions) of how the company has worked with their customers to ensure the developed course met the requirements of the customer.	0-5	
6	Examples of how the company is addressing (using) new technology (Such as xAPI, HTML5, Virtual Reality, eBooks, Mobile delivery)	0-10	
7	Description of the challenges, risks and solutions that such a contract could experience	0-5	
8	Description of how the company will approach the administration and helpdesk roles supporting NATO E&T online systems with user accounts, helpdesk support and course management.	0-10	
		Total	