



INTERNATIONAL MILITARY STAFF
ETAT-MAJOR MILITAIRE INTERNATIONAL



28 Sep 2012

IMSTAM(FC)-0063-2012

To : See Distribution List

From : Purchasing & Contracting Officer

Subject : CALL FOR COMPETITIVE BIDDING (CFB) **IMS 2012-005** FOR THE PORTFOLIO, PROGRAMME AND PROJECT MANAGEMENT APPROACH TO C3 DOMAIN GOVERNANCE.

1. This call for competitive bidding aims to acquire tenders for the purchase of a **Portfolio, Programme and Project Management Approach to C3 Domain Governance** for the International Military Staff.
2. We believe you may be interested in responding to the enclosed call for bidding.
3. Bids must comply with the General Contract Conditions and the Technical Specifications, but additional options suggested by Contractors will also be considered.
4. Your attention is drawn to the closing date/time for bids :

05 November 2012 – 12.00 Hr (Brussels time).

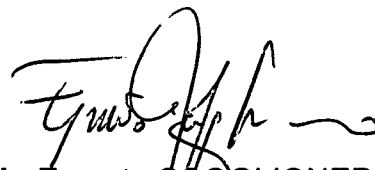
5. The bids should be addressed to:

Ernesto SCOGLIONERO
Purchasing & Contracting Assistant (H-118)
North Atlantic Treaty Organisation
International Military Staff
Boulevard Leopold III
1110 Brussels, Belgium
Tel : +32 (0)2 707 5739
Fax : +32(0)2 707 5884
✉ : sa.p&c@hq.nato.int or scoglionero.ernesto@hq.nato.int

6. Questions relating to the General Contract Conditions or the Technical Specifications will be permitted. The point of contact is as follow:

Ernesto SCOGLIONERO
Purchasing & Contracting Assistant (H-118)
North Atlantic Treaty Organisation
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Boulevard Leopold III
1110 Brussels, Belgium
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7. All documents supplied by NATO in relation to this Call for Competitive Bidding are for use in bid preparation only within the bidding companies.
8. Prices for any options offered by the Bidder shall be quoted separately.



Mr. Ernesto SCOGLIONERO
Purchasing & Contracting Assistant
International Military Staff

Enclosures

- I. General Contract Conditions
- II. Technical Specifications

Copy To : MA DG IMS, NHQC3S (Mr. Elliot, Ms. L. MacRae), RECORDS, FC IMS

GENERAL CONTRACT CONDITIONS

Portfolio, Programme and Project Management Approach to C3 Domain Governance

1. GENERAL CONTRACT SPECIFICATIONS

- a. The Financial Controller of the International Military Staff (IMS), North Atlantic Treaty Organization (NATO), is responsible for applying the bidding procedure to meet the requirements of the Organization.
- b. Implementation of this procedure does not entail any obligation to award a contract. NATO may either decide not to let the contract or set the procedure in motion again, if necessary in a different form.
- c. When the contract covers several parts, the competent authority reserves the right to allocate some of them only and it may even decide that the other parts will be covered by one or more contracts, if necessary under a different procedure.
- d. Calls for bids may be altered or cancelled in whole or in part, before the closing date for bids, in which case the bidders are informed in writing.
- e. During the life of this contract, the Financial Controller IMS and his/her Purchasing & Contracting Officer (P&C Officer) will, in its relation with the contractor, represent NATO. The contractor shall formally direct all enquiries and/or correspondence relating to the contract to the P&C Officer. Any modifications to the object or any other aspect of the present contract will have to be authorised by the above authorities

2. BIDS

- a. Bids, drafted in English, must be received in duplicate in a sealed envelope before the closing date. This envelope should contain two sealed envelopes. The first envelope should contain the technical proposal, which will be evaluated by a technical assessment team. This envelope should be clearly marked "Technical Proposal CFB IMS 2012-005" and should not contain any financial information. The second envelope should contain the financial proposal and be clearly marked "Financial Proposal CFB IMS 2012-005". The bids must be provided under tamper-proof/write protected CD format. Every CD will be marked with a unique and indelible number/name/description.
- b. Up to the closing date, bidders may modify or cancel their offers in whole or in part.
- c. If a bid is made for only part of the requirements, this has to be identified clearly in the proposal.

- d. (Potential) bidders should register their interest in bidding by sending a confirmatory email to: sa.p&c@hq.nato.int. The P&C Officer will ensure that registered bidders receive any further confirmation relevant to the Call for bids.
- e. (Potential) bidders must seek any needed clarification as soon as possible. Such requests for clarification must be submitted in writing (facsimile and e-mail are acceptable) and must be received no later than 14 days before the bid closing date. Questions and the answers on these questions shall be forwarded to all other registered bidders. Questions relating to the General Contract Conditions or the Technical Specifications will be permitted. The point of contact is as follows:

Ernesto SCOGLIONERO
North Atlantic Treaty Organization
International Military Staff
Purchasing & Contracting Officer (T6208)
Boulevard Leopold III
1110 Brussels, Belgium

☎ +32(0)2 707 5739

☎ +32 (0)2 707 5884

✉ sa.p&c@hq.nato.int or scoglionero.ernesto@hq.nato.int

- f. Bid prices must be fixed and firm and valid for 60 days from the date of the bid, or until 31 December 2012, whichever is longer.
- g. Bidders may take alternative proposals on a separate CD/file, which must be clearly marked "ALTERNATIVE".
- h. Bids should contain the eventual costs for delivery at NATO's HQ. These costs will be mentioned separately in the financial proposal.
- i. Bids should mention Recycling/Recupel costs (if needed).
- j. Bids must contain a delivery schedule.
- k. Requests for extensions of the bid closing date must reach the P&C Officer not later than 14 days prior to the bid closing date. That request should be justified very well. The P&C Officer decides either to grant or decline the extension.

3. AWARDS

- a. The Awards Committee meets in private.
- b. The Awards Committee may accept or reject bids in whole or in part, as stated above.
- c. The Awards Committee selects the valid bid which it considers the most advantageous, taking into account the quotation, the cost of utilization, the technical characteristics, the reliability of supplies, the professional and financial

credibility of each bidder, the time schedule, any other relevant considerations, together with any "SUGGESTIONS" made in the bid, unless otherwise stipulated.

- d. Bidders will be informed in writing whether their offer has been accepted or rejected. No reasons need be given.

4. SCOPE OF THE CONTRACT

- a. The Contractor shall provide the required goods and services as described in Enclosure II.
- b. The specifications described in Enclosure II are the minimum requirements.
- c. The contractor shall provide the goods and services in the negotiated timeline. Any major departure from this timeline can lead to termination of the contract. A period of one third of the negotiated delivery period will be considered as a major departure.
- d. Performance of the work covered by this contract shall be under the overall direction of the project manager, NATO Headquarters C3 Staff (NHQC3S).
- e. Any software must be implemented as a NATO-network homed cloud-based solution, accessible through an internet browser, via a secure connection, with no vendor software installation required at the client.
- f. The contractor will provide a warranty valid for one year for the material produced under this agreement and will correct this training material, without charge, should any significant error occur during this period.

5. PLACE AND HOURS OF WORK

- a. The work will be performed off site. The NATO project manager will be available by phone, email and by face-to-face contact including site visits to the contractor's premises, if and as required.
- b. The Contractor's personnel will be required to work with both military and civilian personnel and conform to the normal work schedule of NHQC3S. Normal duty hours will prevail but adjustments of work schedules may necessitate realignment from time to time.

6. PRICES, PAYMENTS AND INVOICES

- a. The contract will be fixed price for the services as specified and in accordance with the agreed terms and conditions as set forth herein. The price will include a one-year warranty.
- b. Payment for the services performed by the Contractor shall be paid within 30 days from receipt of acceptable invoices and in the currency set forth in the agreement.
- c. Under Articles 9 and 10 of the Ottawa agreement approved by the act of 1st February 1955: "Services supplied and goods delivered to the Organisation for its official use shall be exempt from Value Added Tax for each operation, the cost of which is 123.95 Euros or more, exclusive of VAT. Goods and services supplied in this way will be treated as exports".
- d. Invoices, in exemption of VAT, will be submitted in triple and give the following information: number of purchase order / agreement, description of supplies / services, sizes, quantities, prices, supplier's VAT identification and the appropriate VAT exemption statement i.e.:
 - for host nation firms (Belgium): « Article 42 §3, 3° code de la TVA et/ou exemption des droits d'accises / accises spéciaux DL 1/76.979 du 4/10/83 » ;
 - for firms from other EEC countries : "Article 15.10 from the EEC Council Directive 77/388/EEC";
 - for firms from non-EEC countries: "Articles 9 and 10 of the Ottawa agreement approved by the act of 1st of February 1955".
- e. For partial payments, the mention "Partial Payment n°..." will be added.
- f. The supplier's bank account number, bank name and address will be clearly indicated (including IBAN and BIC). Invoices shall be submitted to the North Atlantic Treaty Organization, NHQC3S – Fund Manager T-3008, Boulevard Leopold III- B-1110 Bruxelles – Belgium.
- g. The bidder acknowledges that the payment is exclusively due for services/goods rendered and received in accordance with the provisions of this contract and accepted as foreseen in this contract as performed to satisfaction of NATO, and will be adjusted accordingly.
- h. For payments in the Single Euro Payment Area (SEPA), the default approach for supplier payments in Euro will be "Straight Through Process" (STP). Consequently, both parties will share any banking costs related to the payment transaction.

7. CONTRACT PERIOD

- a. The contract will be effective from the day of the last signature by the contracting parties.

- b. The time/duration for the project is to be in accordance with agreed delivery schedule.
- c. The Contractor should propose a timetable for the execution of the project including if needed, the proposed number and location for face-to-face meetings for the NATO project manager to track project progress.

8. DELIVERABLES

- a. The prime purpose of this contract is to provide the deliverables as mentioned in the Technical Specifications (see Enclosure II) section 14.
- b. The bidder acknowledges that any change on the scope of work of the present contract carried out by the contractor without previous authorization by the P&C Officer or Financial Controller will be considered to have been made at the contractor's own expense.

9. TERMINATION AND SUBSTITUTION RIGHTS

- a. IMS, by written notice of two (2) weeks, may terminate this contract, in whole or in part, when it is in the IMS's best interests. If the contract is so terminated, NATO shall be liable only for payment in accordance with Article 6, Prices, Payments and Invoices, of this contract for work performed prior to the effective date of termination.
- b. IMS may, for just cause, require the Contractor to remove, without any additional cost to NATO, one or more of his employees provided that notice in written form is given to the Contractor.
- c. Additions, withdrawals or changes made by the Contractor in personnel assigned to this contract shall not be permitted without prior agreement with IMS in accordance with the terms and conditions of Article 10, Key Personnel, of this contract.

10. KEY PERSONNEL

The personnel provided under this contract are considered to be essential to the work being performed hereunder. If, nevertheless, the Contractor wishes to replace personnel, the Contractor shall notify the P&C Officer and shall submit justification of the impact on the programme. No substitution shall be made without the full knowledge and consent of the P&C Officer. In this case, the P&C Officer will prepare a contract modification to reflect the personnel changes. Notwithstanding the above, in the event of unforeseen personnel losses, the Contractor will be expected to take whatever measures are necessary to assure continued performance under this contract and any emergency replacement of key personnel will be submitted to the P&C Officer for consideration as soon as possible. All personnel must be citizens of NATO Member States.

11. RIGHTS IN TECHNICAL DATA

All technical data defined as all recorded information of a technical nature, specifications including computer software data, technical text, drawings, design type documents, instructions, illustrations, schematics or wiring diagrams, test procedures, training material and any other similar data resulting directly from the performance of this contract shall be the sole and exclusive property of NATO, and will be used by NATO nations for defence purpose.

12. COUNTRIES OF ORIGIN

The Contractor personnel must come from one of the NATO member countries, namely (in alphabetical order). ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, RUMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM and UNITED STATES.

13. CONTRACTOR PERSONNEL

All documentation, discussions, correspondence and meetings will be in English. The Contractor shall employ only highly skilled labour with thorough experience of the work to be performed.

14. WORK AT NATO

- a. The Contractor personnel shall follow strictly the instructions from NATO officials regarding entrance to, and work at the site and stay within the indicated perimeter. Supervision will be carried out by NATO security officials.
- b. Contractor personnel who receive security passes must ensure that they are worn visibly when they are at the NATO HQ site and removed on leaving.
- c. All Contractor staff may be subjected to a personal search and a search of his/her vehicle, luggage and equipment while at the site.
- d. It is strictly unauthorised to bring weapons, explosives or, dangerous materials into NATO HQ without the proper licences and authorisations from the HQ Security Officer (HQSO).
- e. Portable computer equipment (laptops, PDAs, etc.) that is required for contractual work may be brought into the NATO HQ Administrative Zone, after they have undergone security checks.
- f. Portable computer equipment that is required for contractual work may be brought into restricted areas, but are subject to a written approval from the HQ Infosec Officer (HQIO). They may be authorized under the following conditions:
 - the equipment is absolutely necessary for the contractual work;
 - the equipment is not equipped with a camera;
 - all recording (e.g. voice) and transmission capabilities (e.g. Bluetooth, wireless technology e.g. IEEE 800.11x protocol, WiFi) have been switched off;
 - the equipment is not connected to NATO HQ networks;
 - the owner follows the instructions from HQ security officials; and
 - the equipment may be subjected to security inspections.

- g. Computer media (disks, CD/DVDs, USB sticks, etc.) used by contractor personnel at NATO HQ shall be clearly marked. Contractor personnel shall not use NATO HQ media unless this has been officially allowed in the contract.
- h. Contractor personnel are not allowed to access NATO HQ computer networks.
- i. Personal mobile phones and small personal radio/TV receivers and Walkmans/iPods are allowed into the Administrative Zone. They may not be used if they disturb in any way the activities of the NATO HQ Staff.
- j. All other electronic equipment e.g. cameras, recording and transmission equipment, etc. are allowed into the Administrative Zone only if they are needed for the contract, subject to the agreement of the NATO Office of Security (NOS).
- k. Cameras, recording devices (audio/video), mobile phones equipped with a camera, radio transmitters and laptops or PDAs fitted with cameras are not allowed inside restricted areas. Exceptions to this rule may be granted only by the NOS. In this circumstance the equipment will have to be cleared and officially marked.

15. ARBITRATION CLAUSE

- a. In the event of a dispute, the parties shall attempt to settle their differences in an amicable manner; however, notwithstanding the foregoing, the parties agree to institute arbitration proceedings in the manner provided below.
- b. The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by NATO, another by the other contracting party, and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal, within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the party instituting the proceedings, by the Secretary General of the North Atlantic Treaty Organisation.
- c. Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- d. Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- e. Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO; if he is of another

nationality, no NATO classified documents or information shall be communicated to him.

- f. An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 14.b above.
- g. The Arbitration Tribunal will take its decisions by a majority vote. It shall decide whether it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of the signature of the present contract.
- h. The awards of the arbitrator or of the Arbitration Tribunal shall be final and there will be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.

16. USE OF NATO FOR REASONS OF REFERENCE

- a. The use of the name of the NATO or of any NATO body by the supplier for reasons of reference must be authorized, on writing, by the Organization, after written request from the supplier. If any reference is made without preliminary NATO approval, immediate withdrawal should be done on a simple request by NATO.
- b. Such authorisation, to be granted, will be subject to the following conditions to be accepted, on writing, by the supplier.
 - The authorisation is limited to simply mentioning "NATO".
 - Before permission to use its name for reasons of reference is given, the Organization requires final editorial approval of any material to which it refers and in which it is mentioned.
 - The use of the NATO logo or any NATO body is excluded.
 - The supplier agrees to the immediate elimination of any reference to NATO if required by the Organization by certified mail. This decision, when taken, must be considered as a firm one and it will be not subject to any appeal. Nevertheless, the Organization will make sure that the supplier knows the reasons leading to that decision.
- c. Under no circumstance whatsoever permission to use NATO name for reasons of reference implies any kind of recommendation or endorsement of good/ services.

17. VALIDITY OF CONTRACT

The validity of the contract or purchase order is contingent on signature by the Financial Controller IMS and the P&C Officer IMS (if contract value is higher than €39,000) on behalf of NATO and by the appointed representative of the Contractor.

Portfolio, Programme and Project Management Approach to C3 Domain Governance

Technical Specifications

Introduction

1 The purpose of this document is to describe the requirements for consulting support being requested by the NATO Headquarters (NHQ) Consultation, Command and Control (C3) Staff (NHQC3S). The support includes the development of a Portfolio, Programme and Project Management (P3) Approach, using, for example, Best Management Practice¹ or an equivalent methodology, in support of C3 Domain Governance aligned with the NATO Defence Planning Process (NDPP) while addressing the delivery of multinational C3 capability initiatives under NATO's SMART Defence approach.

Assumptions

2 Registered bidders will have access to key reference and background information during the bidding phase.

3 Registering "Intent-to-Bid" does not bind prospective companies to deliver a final bid for this international bidding request.

Description

4 The reformed NATO must put more emphasis on the ability to capture strategic advantages and striving for efficiency and quality in performance and delivery of C3 Capabilities. The support of C3 Domain Governance require the staff's ability to assess current capabilities, identify future targets and suggest improvements in a clear and structured way, aiming at measurable results.

5 With the implementation of NDPP, there is now an unprecedented demand over the 13 identified planning domains to deliver coherent capabilities to fulfil the Alliance's Level of Ambition. As one of the 13 domains, the C3 Planning Domain must implement a governance framework, encompassing domain and programme governance aligned with to the NDPP.

6 NATO has also now moved to the institution of a new NATO Communications and Information Agency (NCIA) which has integrated into one executive support Agency several previously separate acquisition and support bodies. The NCIA has adopted the ITIL™ Service Lifecycle framework to leverage industry leading practices and provide consultancy support to NATO and Nations.

7 In this context, contractor support is necessary to NATO in support of decision-makers from Nations and must include advice, good business practices and processes to modernise NATO in this area.

Method of Work

8 Consultants will be provided with key documents and contacts from which they will be able to draw out their information. The bulk of their work should be performed on their own premises.

¹ www.best-management-practice.com – Formerly owned by the Office of Government Commerce (OGC), its functions have moved into the Cabinet Office, part of Her Majesty's Government www.cabinetoffice.gov.uk. This organization is the owner of MSP, PRINCE2, MOR, ITIL, P3M3 etc, which are the defacto standards used by NATO in Information & Communications Technology (ICT).

9 PRINCE2™² process for project management, with mutually agreed documentation, including tolerance management, exception and highlight reporting, will be required as this is in widespread use at NATO.

10 ITIL™³ Service Lifecycle leading/good/best practices, used by the NCIA, will be used as the standard framework for the delivery of high-performing services.

11 Regular meetings will be scheduled into the Project Plan. Project update meetings may take place via video conferencing (VTC), telephone or face-to-face, depending on need and/or urgency, at either NATO HQ and at the contractor's premises.

12 Consultants are encouraged to contact the responsible NATO Project Manager or appropriate NATO team members with questions regarding the deliverables as required.

13 Deliverables may be submitted via email to the responsible NATO Project Manager in a mutually agreed file format, prior to or on the agreed date/time of delivery based on a pre-existing project schedule. Late delivery of products or services will be subject to penalties as agreed in the final contract.

14 Bidders will be required to provide the Curriculum Vitae of the nominated key staff who would support the project, indicating the suitability of their qualifications and experience to carry out the work required. All nominated key personnel must be citizens of one of the NATO Member States.

Deliverables

15 In addition to PRINCE2™ project documentation, the selection of which would be jointly agreed following the contract award, during the project kick-off meeting, this project will deliver the following main products and services:

15.1 **Product1** – Development of a concrete method and tool to monitor the C3 Domain on the basis of the P3M3⁴ framework and against the current C3 Strategic Objectives. The aim is to define a reliable tool for the evaluation of progress in C3 capabilities delivery. The targeted audiences for this product may include but are not limited to; the Capability Development Executive Board (CDEB), North Atlantic Council Committees, and NATO Staff including Strategic Commands (Allied Command Transformation and Allied Command Operations), as appropriate.

15.2 **Product2** – A manual for the usage, maintenance and upgrade of the C3 Domain tool developed as Product1.

15.3 **Product3** – A hands-on one-day training session, for approximately 15-20 participants, to ensure comprehensive understanding of method of work and tool developed for Product1 and manual developed for Product2.

15.4 **Product4** – A manual for the introduction and audit of the P3 processes. The target audiences of this product will include but are not limited to; Director and personnel of the NHQC3 staff.

15.5 **Product5** – A hands-on one-day training session, for approximately 15-20 participants, for the manual developed for Product4.

16 The work must be completed before not later than 2013. Bidders must propose a project management plan to deliver all the products.

² PRjects IN Controlled Environments, PRINCE2 is from the OGC – see footnote 1 for more information

³ Information Technology Infrastructure Library – ITIL is from the OGC – see footnote 1 for more information

⁴ Portfolio, Programme, Project Management Maturity Model P3M3 is from the OGC – see footnote 1 for more information

Payment

17 Partial payments may be made. To that end, the Contractor will send invoices for the products or services delivered by the contractor and approved by NHQC3S. These invoices must be supported by the written acceptance form approved by the NHQC3S. Invoices and progress statements shall be numbered, dated and sent in duplicate.

Security

17.1 The context of the work is NATO Unclassified. Accordingly, a Facility Security Clearance (FSC) is NOT required for the contractor and contractor-site based technical staffs do not require a clearance. However, a Non-Disclosure Agreement (NDA) must be signed by all contract personnel working on the project prior to the commencement of the work.

18 Exceptionally, a Personal Security Clearances (PSC) would be required should any technical staff be required to work⁵ on the NATO premises. If such is deemed a necessity, all required security clearances must be valid at the time of contract award and for the full duration of the implementation of the contract, to ensure the timely initiation and execution of the work.

Confidentiality

19 The contractor and any member of their staff shall treat any information⁶, in the performance of the contract or any results arising there, as confidential and may not divulge it to third parties. They may only utilise the information contained in the material for the purposes identified in the contract. They shall continue to be bound by this undertaking after the expiry of the contract.

20 The contractor shall obtain from all sub-contractors and each staff member involved in the project for whom a personal security clearance is not required, a written NDA which states that they will respect the confidentiality of any information brought to their attention in the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A signed copy of these statements shall be sent to NATO. The contractor shall take all practical steps to keep the information confidential and shall restrict access to the information to the members of the contractor's staff.

21 The contractor and their personnel shall not publicly announce the activities falling under this contract without the prior written agreement of NATO.

21.1 These provisions shall apply to all sub-contractors involved in the project.

21.2 The contractor agrees that anything which is related to project is considered as "Commercial-in-Confidence" and that nothing will be communicated outside the contractor and its sub-contractors.

21.3 The contractor (including all sub-contractors) and all their staff acknowledge that the misuse or improper retention of project documents shall render them liable to legal proceedings under the legislation of the NATO member states.

⁵ Would be required, if a bidder proposes that its staff will work on the NATO site for a significant time period i.e. not just to attend routine meetings with the NHQC3S Project Manager.

⁶ Information, facts, knowledge, documents, other data of whatever nature or other matters communicated to him/her or brought to their attention – hereafter know as "information"