

IFIB-ACT-SACT-18-24



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

Description of Acquisition

Part 1 Bidding Instructions

IFIB-ACT-SACT-18-24

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 Level of Effort contract in accordance the General and Special 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.

4. ELIGIBILITY

This IFIB is open to companies:

- (a) Established in a North Atlantic Treaty Organisation Alliance member nation.

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- (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 on or about 1 July 2018 – 31 December 2018 with two possible 12 month option periods; 1 January 2019 – 31 December 2019 and 1 January 2020 – 31 December 2020.

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.

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.

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- (b) In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than **1 May 2018**.
- (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: <http://www.act.nato.int/contracting-procurements> 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 **21 May 2018, 1500 hours, Eastern Standard Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date.

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.

11. CONTENT OF PROPOSAL

The proposal shall consist of 5 copies of the following minimum paper documents (Clipped - no spiral or plastic binding please): Additionally electronic copies (e-mailed PDF version) of the documents are required no later than **21 May 2018, 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, financial 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)

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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.
- (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.
- (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.

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14. BID WITHDRAWAL

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.
- (b) Proposals shall be evaluated taking into consideration of the following factors;
- Successful administrative submission of bid packages as requested in paragraph 11, as listed in this IFIB.
 - Successful determination of Technical compliance. (Compliant/Non-compliant).
 - Successful cost price criteria (Lowest Price Technical Compliant Offer).
 - Acceptance of HQ SACT General and Special Terms and Conditions.

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

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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:

Tonya Bonilla, ACT Contracting Officer 757-747-3575,
tonya.bonilla@act.nato.int

or

Catherine Giglio, ACT Contracting Officer 757-747-3856,
catherine.giglio@act.nato.int

All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH
Purchasing & Contracting,
Contracting Officer
IFIB-ACT-SACT-18-24
ATTN: Tonya Bonilla
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

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1.1 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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2.1 ENCLOSURE 2

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

2.2 SEALED BID TO IFIB-ACT-SACT-18-24 (To be opened by Contract Awards Committee (CAC Only))

Sender: _____

**HQ SACT
IFIB-ACT-SACT-18-24
Attn: Tonya Bonilla
7857 Blandy Road, Suite 100,
Norfolk, VA 23551-2490
U.S.A**

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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3.1 ENCLOSURE 3

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-18-24

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-18-24. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-18-24 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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4.1 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

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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4.2 ENCLOSURE 5

IFIB-ACT-SACT-18-24 SEALED BID PRICE PROPOSAL

COMPANY NAME: **ABC, Inc**

ADDRESS: **Street,**

4.3 CITY, POST CODE

TO: Chairman of Supreme Allied Commander Transformation, (HQ SACT)
Contracts Award Committee.
ATTN: Tonya Bonilla
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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- 4.4 PROPOSED RATES MUST BE FULLY “LOADED” [G&A, O/H ETC.], HOWEVER THEY MUST NOT INCLUDE PER DIEM (MEALS & LODGING) AND TRAVEL. 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-18-24 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-18-24 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Labor Category	Base Period: 1 July 2018 – 31 December 2018 (900 hours)	Option Period One: 1 January 2019 – 31 December 2019 (1800 hours)	Option Period Two: 1 January 2020 – 31 December 2020 (1800 hours)
Senior Air Capability Planner/Air C2 SME	\$		

Total of Base + Options \$ _____

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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 A

SENIOR AIR CAPABILITY PLANNER / AIR C2 SUBJECT MATTER EXPERT

5 INTRODUCTION

HQ SACT CAPDEV C2DS CIS¹ requires a “Senior Air Capability Planner / Air C2 Subject Matter Expert” (SME). The SME’s main tasks and responsibilities are in direct support of the **Air C2 Services**² programme to develop, analyse, and review capability requirements. The programme supports the Air C2 Community of Interest (COI) at SHAPE and other NATO entities, i.a. with:

- Developments in support of Capability Package (CP) 9C0107 addressing NATO Air C2 Services (see Annex B);
- Capability capturing activities related to the incremental development of AirC2IS as part of the Bi-SC AIS (see Annex B);
- Further development of and a new approach to the Air C2 capability architecture;
- Adaptation of the Air C2 COI to future changes in manning and responsibilities within the NATO organisations;
- Through-lifecycle requirements management for Air C2 and IAMD;
- Continuation of the ACCS Programme (CP 5A0109) as a project within ACT's IAMD programme (see Annex B);
- Addressing DOTMLPFI aspects of Air C2 other than M, specifically Doctrine and Training;
- Developing Air C2 capability requirements related to the Single European Sky ATM Research (SESAR) initiative and US Next Generation (NextGen) air traffic services;
- Engaging with stakeholders in order to develop Air C2 capability requirements.

The need for contractor support is due to **emerging necessities** currently not being covered by HQ SACT Peacetime Establishment (PE) positions:

- Future changes in manning and responsibilities within NATO organisations will necessitate the takeover of ACCS responsibilities by HQ SACT;
- Future changes in manning and responsibilities within NATO organisations will necessitate the movement of lifecycle requirements management and the need to establish a common single requirements repository for IAMD / AirC2;

¹ Headquarters Supreme Allied Commander Transformation (HQ SACT) – Capability Development (CAPDEV) Directorate – Command & Control, Deployability & Sustainability (C2DS) Division – Communications & Information Systems (CIS) Branch.

² HQ SACT internally, the Air C2 Services programme is in the process of being merged with the Ballistic Missile Defence (BMD) programme to the new Integrated Air & Missile Defence (IAMD) programme.

6 BACKGROUND AND SCOPE OF WORK

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 (see Annex B), training and lessons learned initiatives and provides unfettered military support to policy development within NATO.

HQ SACT requires a qualified experienced individual to assist in the development of Air C2 capability requirements and CPs meeting Alliance goals for continuous improvement of Air C2 capabilities and Air C2 interoperability among Alliance nations. The Senior Air C2 SME's primary focus will be on developing and supporting Air C2 CPs: CP 9A0107 AirC2IS Increments 2-3 and a new CP addressing NATO Air C2 Services/ACCS Post LOC1 (see Annex B).

7 TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

7.1 TYPE OF CONTRACT

Commercial Personnel Services Contract in accordance with the General and Special Terms and Conditions: as such it is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work. All employer responsibilities for the Contractor personnel performing under this Contract shall lie with the Contractor.

7.2 PERIOD OF PERFORMANCE

A base period of 01 JUL 2018 – 31 DEC 2018, with two 12 month options: 01 JAN 2019 – 31 DEC 2019, and 01 JAN 2020 – 31 DEC 2020. Option periods shall be exercised at the sole discretion of the HQ SACT Contracting Officer, based on satisfactory work performance, available funding, and on-going/evolving requirements.

7.3 LEVEL OF EFFORT

One man year per annum with 1800 hours of service to be rendered by each labour category of the contract personnel. Man hours are further defined in para. 1(a) of Special Terms and Conditions.

7.4 SURGE CAPABILITY

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 within the scope of the existing Statement of Work). The Contractor Company shall be prepared to provide support services in the areas described above. Surge effort will not exceed 300 hours annually. The rate for surge effort shall not exceed the base/option year rate.

8 PLACE OF PERFORMANCE

HQ SACT shall serve as the habitual residence for performance under this contract. The Contractor is expected to perform the majority of the required work in Norfolk, VA and alternate locations as per requirements specified by the Contracting Officer's Technical Representative (COTR). It is anticipated that the contractor may travel 4-6 times per year to Europe in support of this contract for durations of up to two weeks.

9 PARTIAL BIDDING

Partial bidding is not allowed.

10 OVERVIEW OF DUTIES

- Support and assist the HQ SACT CAPDEV C2DS CIS Capability Lifecycle-Air staff officer (COTR) as directed on all Air C2 related areas to aid in identifying and documenting capability requirements for NATO Air C2.
- Liaise and work in close coordination with International Staff, Commands, NATO Agencies, as well as other nations where required.
- Liaise with ACT, ACO, and representatives of the User Community on Integrated Air and Missile Defence (IAMD) doctrine and capability requirements.
- Participate in the development of capability requirements for AirC2IS increments and future ACCS improvements and assist in developing interoperability of NATO and national Air C2 in support of Air C2 processes. This includes the evaluation and rationalisation of systems supporting Air C2 to include core, COI enabling, and communications services.
- Support the handover/takeover of the ACCS programme from SHAPE to HQ SACT, including the integration of ACCS requirements artefacts into the IAMD/Air C2 requirements repository.
- Maintain a comprehensive IAMD/ Air C2 Requirements repository.
- Help develop the IAMD/Air C2 Capability Implementation Plan (CIP) and the CPs addressing NATO IAMD/Air C2 Services.
- Monitor Ballistic Missile Defence (BMD) development of capability requirements, especially with regard to IAMD for new requirements to be reflected in the CIP and future CPs.
- Support the development of doctrine and training plans.
- Liaise with Single European Sky ATM Research (SESAR) Integrated Project Team (IPT) and US representatives for Next Generation (NextGen) air traffic services on capability areas impacting NATO Air C2 systems.
- Monitor Mode 5 implementation plans and implementation status for requirement and implementation impact on NATO and National systems.
- Perform other duties as directed by the COTR (within scope).

11 PERSONNEL REQUIREMENTS

11.1 EXPERIENCE

- 7 years of experience performing multiple operational Air C2 functions within two or more military Air C2 organizations/entities.
- 3 years within last 10 years' experience engaging Air C2 organizations/entities in requirements capture activities.
- 3 years of experience in Air C2 requirements development and management activities.
- Demonstrable experience working in a multinational organization or NATO Command Structure (NCS) / NATO Force Structure (NFS) and familiarity with NATO agencies' role in system development.
- Demonstrable experience working in system development such as NATO agencies, SESAR (Single European Sky).
- 2 years within the last 10 years' experience in military acquisition procedures (preferably NATO).
- Demonstrated ability to promote international cooperation and participate effectively in a multinational environment.
- Demonstrated ability to communicate effectively both orally and in writing. Must be able to present convincing arguments, express ideas and concepts, and explain policy clearly and effectively to Flag and General Officers.
- Demonstrated ability to multi-task, take initiative, and respond to rapidly changing requirements or focus.
- Demonstrated experience using information systems at end user level with experience using personal computers and software packages (Microsoft Office, SharePoint, etc.).
- Demonstrated experience with structured processes, methods and tools for requirements management, specifically with IBM Rational DOORS (IBM Jazz platform).

11.2 EDUCATION/TRAINING

Baccalaureate degree or international equivalent; or 10 years active military experience in the areas relevant to para 11.1 above.

English SLP3333 (Listening, Speaking, Reading, and Writing).

11.3 SECURITY

NATO SECRET security clearance or national equivalent (see 16.1).

11.4 PROOF OF PAST PERFORMANCE

The Contractor is to provide a minimum of one (1) past performance citations (for work within the past ten years) to show that it has successfully completed work that is similar to the requirements outlined in this SOW. References may be submitted in lieu of past performance citations. The citations/references shall include the following information at a minimum:

- Summary of work performed that is similar to or directly relates to this SOW in size, scope and value.
- Status of work (i.e. on-going, complete).
- Date of work performance.

- Name of client/reference.
- Complete contact information for client/reference.
- Permission to contact client for reference.

12 CONTRACTOR TECHNICAL EVALUATION

12.1 CONTRACTOR SUPERVISION

Contractor personnel shall report to and receive technical guidance from the COTR while executing this SOW. The COTR can recommend to the Contracting Officer (who has final authority) that the contract/SOW be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance. The COTR shall provide direction, guidance, access to subject matter experts (SMEs) and support information, as needed (within scope). The COTR shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- Review (and approve) all contractor tasking and deliverables for completeness and accuracy.

The COTR shall review the Contractor's work at regular intervals as required. The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor invoices to be successfully processed.

12.2 CONTRACT REPORTING

The Contractor shall submit a monthly report to the COTR and the Contracting Officer, detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:

- Summary of work (by contractor position) for tasking and deliverables for the reporting period.
- Contract hours expended showing a comparison with budgeted hours.
- Current or anticipated problems/deficiencies and recommended solution.

The COTR may amend the reporting requirements to receive alternate and/or additional data and information on a more frequent or less frequent basis, and may request other reports that detail designated aspects of the work or methods to remedy problems and deficiencies. The Contracting Officer shall receive a minimum of a monthly report, regardless of COTR changes. However, note that the report is NOT a deliverable subject to acceptance. The Contractor is expected to work closely with ACT personnel, ACO staff, the user community and SMEs. Consequently, the Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how problem shall be corrected and any impact to on-going work.

13 INTELLECTUAL PROPERTY RIGHTS (IPR)

Specific information to IPR is articulated in the General Terms and Conditions that support this contract (see Annex C, esp. clauses #32 and #33).

14 RELEASABILITY

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 both the IPR and any applicable export control laws (see paragraph 17 below and Annex C, esp. clause #21).

15 WORKING MATERIALS

For on-site work, HQ SACT shall provide all necessary working space, office furniture, telephones, computers, software, peripherals, support equipment, office supplies, classified/unclassified storage space, and access to unclassified and classified NATO wide area networks (WAN, granted on an as needed basis to individuals with appropriate security clearances) and the Internet for work to be performed at all NATO sites. Contractor personnel are not authorized to make any permanent/semi-permanent physical modifications to the HQ SACT facilities. Contractors shall have full access to the Microsoft Office Suite as well as to Microsoft Project.

16 SECURITY

16.1 PERSONNEL CLEARANCES

Contractor personnel shall be responsible for obtaining all needed security clearances prior to starting work at HQ SACT. All Contractors shall have a minimum of a SECRET security clearance (see 11.3) as issued by NATO or the respective national Department of Defence (DoD). No clearance or waiver to this requirement shall be granted, and no Contractor shall be assigned without having the needed clearance in place. If the Contractor Company cannot assign personnel with the required SECRET security clearance on the start date, the company shall be liable for bid non-compliance or immediate contract termination. The Contractor Company must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The Contractor Company is fully responsible for arranging all work visas.

16.2 SECURITY CONDITIONS

The Contractors must adhere to current security conditions at SACT HQ and other work sites. Contractor personnel shall comply with all local host nation and NATO security provisions and other policies and procedures, as required. The possible security classification of the deliverables under this contract may range from not classified through NATO Secret.

16.3 BUILDING / INSTALLATION ACCESS

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 HQ SACT facility. The Contractor Company shall submit requests for site access to SACT HQ, Attention Security Office, 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.

16.4 ELECTRONIC DEVICES

All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in HQ SACT. The Contractor shall be responsible for satisfying the necessary clearance from the HQ SACT Security Office before bringing any such device into HQ SACT work environment.

17 EXPORT CONTROL

NATO nations have regulations and laws applying to the export of defence related goods and services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations, NATO is considered a foreign entity. The following requirements of this SOW are provided in order to allow the bidder/contractor the opportunity to assess the applicability of their pertinent national laws and regulations and take action, as required, Ref.: Part One A, Special Terms & Conditions. The services provided under this SOW generically support Air C2 activities. The services will be rendered at a maximum in the following locations: NATO member nations and future NATO member nations. Persons exposed to the services performed under this SOW will be nationals of NATO member nations working for NATO nation governments.

TECHNICAL EVALUATION MATRIX

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.

The bids will be evaluated against the following levels:

- Compliant (C) = Meets the criterion;
- Minor Shortfall (M) = marginally meets the criterion;
- Serious shortfall (S) = Proposal will be deemed non-compliant.

Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance.

Qualification / Requirement	Level (C / M / S)	Additional Information / Comments
Education / Training		
Baccalaureate degree or international equivalent; or 10 years active military experience in the areas relevant to para 11.1 above.		
English SLP3333 (Listening, Speaking, Reading, and Writing).		
Security		
NATO Secret security clearance or national equivalent.		

NATO UNCLASSIFIED

Qualification / Requirement	Level (C / M / S)	Additional Information / Comments
Experience		
7 years of experience performing multiple operational Air C2 functions within two or more military Air C2 organizations/entities.		
3 years within last 10 years' experience engaging Air C2 organizations/entities in requirements capture activities.		
3 years of experience in Air C2 requirements development and management activities.		
Demonstrable experience working in a multinational organization or NATO Command Structure (NCS) / NATO Force Structure (NFS) and familiarity with NATO agencies' role in system development.		
Demonstrable experience working in system development such as NATO agencies, SESAR (Single European Sky).		
2 years within the last 10 years' experience in military acquisition procedures (preferably NATO).		
Demonstrated ability to promote international cooperation and participate effectively in a multinational environment.		
Demonstrated ability to communicate effectively both orally and in writing. Must be able to present convincing arguments, express ideas and concepts, and explain policy clearly and effectively to Flag and General Officers.		
Demonstrated ability to multi-task, take initiative, and respond to rapidly changing requirements or focus.		
Demonstrated experience using information systems at end user level with experience using personal computers and software packages (Microsoft Office, SharePoint, etc.).		

Qualification / Requirement	Level (C / M / S)	Additional Information / Comments
Demonstrated experience with methods and tools for requirements management, specifically with IBM Rational DOORS (IBM Jazz platform).		

SOW BACKGROUND AND DEFINITIONS

1 CAPABILITY PACKAGE (CP)

The **NATO Defence Planning Process** (NDPP) is a framework within which national and Alliance defence planning activities can be harmonised to meet agreed targets in an effective and efficient way. The NDPP is the overarching process that is utilised for capability development in NATO.

A **capability** is the existing ability to perform actions to achieve objectives and/or effects. A capability typically consists of a combination of aspects across the DOTMLPFI³ spectrum.

A **Capability Package** (CP) defines a capability requirement, the assets needed to fulfil the requirement and the resources needed to resolve any shortfalls in required assets. A CP has to identify a combination of national (military and civilian) and NATO funded capital investments, operation and maintenance (O&M) cost, manpower and other associated costs, which, together with military forces and other essential contributions, provides NATO with a specific common funded capability.

2 AIR C2 INFORMATION SERVICES (AIRC2IS)

The **AirC2IS** are realised through a CP with identifier 9C0107. The project is in implementation: Increment 1 is about to be finally accepted, increment 2 is about to start and an increment 3 is foreseen. The CP has been developed to provide operational functional area services, in this case for Air C2, which will deliver NATO commanders with the required capabilities for the appropriate command and control function and execution of their operational authorities and responsibilities. The AirC2IS are part of the joint **Bi-SC AIS**, the two strategic commands' (Bi-SC, i.e. Allied Command Operations and Allied Command Transformation, ACO and ACT) Automated Information Services (AIS).

3 AIR COMMAND AND CONTROL SYSTEM (ACCS)

The **ACCS** is realised through a CP with identifier 5A0109 including several addenda. The project is in implementation, currently with roll-out and validation in progress and verification on the horizon. The CP's "executive" mission statement is to provide NATO Commanders with an air command and control system capability to conduct Air Command and Control (Air C2) missions within and outside NATO's area of responsibility.

³ Doctrine, Organisation, Training, Materiel, Leadership, Personnel, Facilities, Interoperability.

HQ SACT GENERAL CONTRACT TERMS AND CONDITIONS

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1. Definitions. As used throughout this contract, the following terms shall have meanings as set forth below:

a. "HQ SACT" means the Supreme Headquarters Allied Command Transformation, located at 7857, Blandy Road, Suite 100, Norfolk, Virginia, United States of America. Wherein a subordinate command is referred, it shall have equal meaning and representation as HQ SACT. (HQ SACT SEE, JALLC, JWC, JFTC).

b. Contracting Officer means the person executing and managing this contract on behalf of HQ SACT.

c. Inspector means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.

d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".

e. The term "days" shall be interpreted as meaning calendar days

2. Applicable law. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed with the laws of the commonwealth of Virginia of the United States of America.

3. Assignment. This agreement is not assignable by the Contractor either in whole or in part unless agreed in writing by HQ SACT Contracting Officer in accordance with;

a. Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer

b. Sub-contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.

c. The Contractor shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.

4. Acceptance

a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.

b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which HQ SACT acknowledges that the Contractor has fully demonstrated that the deliveries are HQ SACT General Terms & Conditions complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables.
- Successful completion of acceptance testing.
- Verification of the inventory.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

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

6. Preferred Customer

a. The Contractor warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify HQ SACT and the prices of such items shall be correspondingly reduced by a supplement to this contract.

b. Prices in this sense means "Base Price" prior to applying any bonuses.

7. Notice of Shipment

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

b. The following information shall be included in such notification:

(1) Contract Number

(2) Shipping address

From: (Name and complete address of consignor) To: (Name and complete address of consignee)

- (3) Listing of supplies by Contract Items(s)
- (4) Number of and marking on packages(s)
- (5) Weight and dimensions of packages(s)
- (6) Name and address of Carrier, mode and date of shipment with waybill number,
- (7) Customs documents required by Contractor (if applicable).

8. Security

- a. The Contractor shall comply with all security requirements prescribed by HQ SACT and the National Security Authority or designated security agency of each NATO country in which the contract is performed.
- b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.
- c. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.
- d. The Contractor shall apply to the Contracting Officer for approval before sub- contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information. The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract

9. Inspection

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ SACT, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, HQ SACT shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by HQ SACT on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to inspectors in the performance of their duties. If HQ

SACT inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of HQ SACT except as otherwise provided in this contract. In case of rejection HQ SACT shall not be liable for any reduction in value of samples used in connection with such inspection or test. HQ SACT reserves the right to charge to the Contractor any additional cost of HQ SACT inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on HQ SACT therefore.

e. The inspection and test by HQ SACT of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

10. Title. Unless specified elsewhere in this contract, title to supplies furnished under this contract shall pass to HQ SACT upon acceptance, regardless of when or where HQ SACT takes physical possession.

11. Supply Warranty

a. Notwithstanding inspection and acceptance by HQ SACT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance:

(1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and

(2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.

b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph a. of this clause within thirty (30) days after discovery of any defect.

c. Within a reasonable time after such notice, the Contracting Officer may either:

(1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of Paragraph a. of this clause; or

(2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.

d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges

shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.

e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per paragraph c to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".

f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.

g. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.

h. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

i. The word "supplies" as used herein includes related services.

j. The rights and remedies of HQ SACT provided in this clause are in addition to and do not limit any rights afforded to HQ SACT by any other clause of the contract.

12. Invoices

a. The contractor shall submit an original invoice and three (3) copies (or electronic invoice, if authorized) to the address designated in the contract to received invoices. All invoices shall be submitted no later than 30 days upon completion of work or services performed. Standard Payment Terms are NET 30 days. An invoice must include: 1) Name and address of the Contractor; 2) Invoice date; 3) Purchase Order number and Purchase Order or Contract line item number; 4) Description, quantity, unit of measure, unit price and extended price of the items delivered; 5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading; 6) Terms of any prompt payment discount offered; 7) Name and address of official to whom payment is to be sent: and 8) Name, title, and phone number of person to be notified in event of defective invoice. All invoices shall be certified by the signature of a duly authorized company representative. Invoices for Contractor Travel shall include: 1) Contractor name; 2) Date of Travel; 3) Number of days; 4) Destinations. All invoices shall be submitted to:

HQ SACT
Accounts Payable 7857 Blandy Road
Suite 100, SR-82,
Norfolk, VA 23551-2490

b. Electronic Fund Transfer is the prescribed method of payment for HQ SACT. Contractors are requested to submit copies of banking information available at (<http://www.act.nato.int/organization/contracting/forms-contractor-travel>). Such information shall be submitted to HQ SACT 14 days prior to any contract award.

13. Payment. Payment shall be made for items accepted by HQ SACT that have been delivered to the delivery destinations set forth in this contract. Payments under this contract may be made by HQ SACT by electronic funds transfer payments or (check in exceptional cases) and shall submit this designation to the contracting officer as directed. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by HQ SACT thirty (30) days prior to the date such change is to become effective. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by HQ SACT, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

14. Taxes. The contract excludes all applicable Federal, State, and local taxes and duties. HQ SACT is a tax-exempt organization.

15. Excusable Delays. The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of HQ SACT in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

16. Indemnity. The contractor shall indemnify HQ SACT and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of or inducement to infringe, any United States or foreign patent, trademark, copyright, or other intellectual property right, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

17. Disputes. Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the HQ SACT Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of HQ SACT shall be final and conclusive unless, within thirty (30) days from the date of

receipt of such copy, the Contractor mails or otherwise furnishes to HQ SACT a written appeal. In connection with any appeal of HQ SACT decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. HQ SACT FC decision is final.

18. Termination for Convenience. HQ SACT reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of HQ SACT using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph

d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give SACT any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

19. Termination for Default

a. HQ SACT may, subject to the provisions or paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

b. In the event HQ SACT terminates this contract in whole or in part as provided in paragraph a. of this clause, HQ SACT may procure supplies or services similar to those so terminated and the Contractor shall be liable to HQ SACT for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both

the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If this contract is terminated as provided in paragraph a. of this clause, HQ SACT, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to HQ SACT in the manner and to the extent directed by the Contracting Officer:

(1) Any completed supplies and

(2) Such partially completed supplies and materials, parts, tools, die, jigs, Fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which HQ SACT has an interest. Payment for completed supplies delivered to and accepted by HQ SACT shall be at the contract price. Payment for manufacturing materials delivered to and accepted by HQ SACT and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". HQ SACT may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect HQ SACT against loss because of outstanding liens or claims of former lien holders.

e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HQ SACT, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of HQ SACT the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

f. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

20. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to HQ SACT for consequential damages resulting from any defects or deficiencies in accepted items

21. Export Control. Contractor warrants that, if applicable all necessary technical assistance agreements (TAA), export control or other associated arrangements shall be valid prior to contract award. Should a Contractor require export pre-approval HQ SACT legal staff will be provided a preview of said companies request PRIOR to the companies submission to a Government entity. Upon validation of request by HQ SACT Legal staff, subject agreement or request may be submitted to appropriate authority. (Please note: There are no specified time delays regarding TAA, or export control request being processed. However, experience has shown request can take anywhere from 30 days to 90 days depending on complexity of request, and administrative preparedness).

22. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to HQ SACT upon: 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or 2) Delivery of the supplies to HQ SACT at the destination specified in the contract, if transportation is f.o.b. destination.

23. Authorization to Perform. The Contractor warrants that he and his sub- contractors have been duly authorized to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon HQ SACT.

24. Performance. Candidates/contractors who accept HQ SACT issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of contract period of performance. Contracts' with performance periods having less than 180 days in totality shall require contractors to serve a minimum of 50% of estimated performance period. Should a candidate vacate the contract in less time than described, HQ SACT reserves the right to cancel the contract in whole or part. Replacement candidates, if acceptable to HQ SACT, shall be reviewed by HQ SACT for compliance, and, or technical acceptance per the original Statement of Work and final acceptance by HQ SACT Contracting Officer.

25. Travel. In accordance with AFM Section 24, Contractor Travel, travel by contractors in support of the HQ SACT mission will only be performed when a member of the approved International HQ SACT Peacetime Establishment is unable to perform the mission. Once contractor travel has been established under a contract and a contractor is tasked to travel, the HQ SACT Contractor Travel Request form must be filled out and approved prior to any travel being conducted. This form may be found at:

<http://www.act.nato.int/organization/contracting/forms-contractor-travel>.

The in-house Travel Agency will set the Transport Ceiling Cost and at that time the contractor may elect to book their transportation with the in-house travel agency. (Please refer to Clause Number 7 above).

Transport tickets purchased through the in-house travel agency will be reimbursed by the HQ SACT entity directly to the in-house travel agency, and the applicable travel line of the contract will be charged. These costs will not be invoiced by, or paid to, the contractor company. When

transport tickets are purchased through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the contractor company. Per Diem is based on the NATO Group One subsistence allowance, which covers meals, lodging, incidental expenses and any applicable overhead and/or fees. Per Diem Reimbursement will only be made at these rate amounts. NATO Group III daily subsistence allowances are posted on HQ SACT website at <http://www.act.nato.int/organization/contracting/forms-contractor-travel>.

26. Proposed Candidates. No proposals shall be accepted or considered for candidates already assigned to an existing contract with HQ SACT, without the prior permission of the Contracting Officer. .

27. Partial awards will be allowed when determined in the best interests of NATO. The Contracting Awards Board and the Contracting Officer, when deemed prudent and necessary have the authority to make this determination. Partial bidding shall be consistent with released solicitation.

28. Competition. HQ SACT reserves the right to engage in Full and Open Competition after exclusion of sources.

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

30. Notice and Assistance regarding Patent and Copyright Infringement

a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

b. In the event of any claim or suit against HQ SACT on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to HQ SACT, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of HQ SACT except where the Contractor has agreed to indemnify HQ SACT.

c. This clause shall be included in all sub-contracts.

31. Health, Safety and Accident Prevention. If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this contract, with safety and health rules and requirements prescribed on the date of this contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to

an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

32. Patent Indemnity. If the amount of this contract is in excess of \$1,000,000 , the Contractor shall indemnify HQ SACT and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of HQ SACT of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by HQ SACT of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defence thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- c. A claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

33. Rights in Technical Data and Computer Software

a. Ownership of Work Product. HQ SACT is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Research performed under this Agreement, including but not limited to inventions, derivative works, documents, reports, summaries, raw data, algorithms, charts, graphs, research results, methods, models, maps or drawings, tools, software (including source code), and other works which are created due to or as part of the Research by the Foundation, and including all patents, copyrights, trademarks, trade secrets and other Work Product (all of the above-described results and proceeds of the Research are herein referred to as "Work Product") and shall be deemed to be work made for hire. Accordingly, Sponsor may modify, protect, publish, incorporate into other documents, share with others, or otherwise use without restriction all aspects of the Work Product as HQ SACT deems fit in its sole discretion. The Foundation will not in any way use, license, or allow third parties to use the Work Product or any portion thereof without the express prior written consent of Sponsor.

b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to HQ SACT.

34. Software Releases and Updates.

a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.

b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to HQ SACT all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

35. Inconsistency between English Version and Translation of Contract. In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control

36. Contract Effective Date (CED). The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

37. Enforcement. Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects if such invalid or unenforceable provisions were omitted

38. Order of Precedence. Any inconsistencies in the solicitation or contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions;

(2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other HQ SACT documents, exhibits and attachments; (6) addenda to this solicitation or contract, including any license agreements for computer software, or other Contract agreements.

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

HQ SACT Special Terms and Conditions for Personnel Services Contracts **10/08**

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, data base, 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 years' 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.

11. Contractor Responsibility for Contractor Personnel. 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.

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.

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 our 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 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. Contractor Personnel shall not take decisions or commitments for HQ SACT/NATO.

18. Ownership of Work Products. All Products created by Contractor Personnel under this contract are to be original and are the property and under the copyright of HQ SACT, unless otherwise specifically stated in this 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) shall, upon request from the other party, return any Information or erase any electronic files in its possession.

(d) shall not use any of that Information otherwise than for the purpose of the Contract

(e) shall not copy any of that Information except to the extent necessary for the

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 Clause 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 Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory 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. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Clause.