



**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**

**RFP-ACT-SACT-22-99**

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**PART 1 BIDDING INSTRUCTIONS**

- 1. General.**

This is a Firm Fixed Price (FFP) by Deliverables Contract for the development of an Augmented Virtuality Demonstration in support of Headquarters Supreme Allied Transformation (HQ SACT), Norfolk, Virginia.

## 2. Classification.

This Request for Proposal (RFP) is an **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 RFP, and has indicated thereon its intention without commitment, to participate in this RFP.
- b) The term “Bidder”, shall refer to the bidding entity that has completed a bid in response to this RFP.
- c) The term Contractor shall refer to the bidding entity to which the contract is awarded.
- d) The term “Contracting Officer” designates the official who executes this RFP 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 RFP shall, unless otherwise stated, be interpreted as meaning calendar days.

## 4. Eligibility.

This RFP is open to companies:

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

## 5. Duration of Contract.

(a) The contract awarded shall be effective upon date of award, subject to funding, for a single period from 24 to 28 October 2022.

**6. Exemption of taxes.**

(a) In accordance with the agreements (Article VIII of the Paris Protocol dated, 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 RFP 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 RFP 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 RFP is cancelled any/all received bids shall be returned unopened, per the bidder's request.

**8. Clarifications.**

(a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this RFP, 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 5 calendar days prior to the bid closing date.

(b) Information in response to a request for clarification to a prospective bidder shall be furnished to all prospective bidders as a Question and Answer amendment. All such amendments shall be incorporated into this RFP. Oral Interpretations shall not be binding.

**9. Bid closing date.**

(a) Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than 18 July 2022, 0900 hours, Eastern Standard Time, Norfolk, Virginia, U.S.A. No bids shall be accepted after this time and date.

**10. Bid Validity.**

(a) Bids shall remain valid for a period of one hundred and twenty days (120) from the applicable closing date set forth within this RFP. 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. Contents of Proposal.**

The proposal shall consist of the following minimum paper documents and electronic media:

- (a) A table of contents for the entire proposal (See checklist provided as Enclosure # 1).
- (b) The bidders full name address, Point of Contacts, Telephone, Fax number and Internet site, (See Enclosure # 2).
- (c) Compliance statement (See Enclosure # 3).
- (d) Provision of administrative, financial and technical volumes including scoring criteria, (See Annex A to Statement of work).
- (e) Past performance (See Enclosure # 4).
- (f) Company Price proposal (Enclosure # 5).
- (g) A CD Rom containing an electronic copy of all documentation as requested in this RFP (Price must be submitted in additional CD Rom).
- (h) Appropriate technical and financial information to determine whether proposed services, terms and conditions comply with all the requirements of this RFP, including resumes for all applicable personnel.

**12. Proposal Submission.**

- (a) Proposals shall be submitted in two separately e-mailed packages, one containing a **single PDF document** of the Technical volume and one containing a **single PDF document** of the Price volume. **Multiple files that must be pieced together to form the technical proposal will be rejected.** The e-mail subject and PDF files shall be clearly marked with the RFP Solicitation reference number and indicate if it is the Technical or Price Volume.
- (b) Proposal packages must be received by the HQ SACT identified Contracting Officers prior to the 0900 deadline. Delays in receipt due to server processes either at the contractors facility, HQ SACT or both do not constitute an acceptable delay to the deadline. **Contractors should ensure there is sufficient time to transmit proposals and confirm receipt prior to the established deadline.**
- (c) **Price proposals shall be in U.S. Dollar currency.** Contractor may request payment post award in alternate currency based on agreed conversion rate.

- (d) Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.
- (e) 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 at [www.act.nato.int/contracting](http://www.act.nato.int/contracting).
- (f) No oral bids or oral modifications or telephonic bids shall be considered.
- (g) 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 electronic transfer does not constitute a valid excuse for late submission.

### **14. Bid Withdrawal.**

- (a) A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing or facsimile, with attention to the HQ SACT Contracting Officer. A bid withdrawal will be annotated on the Contract Award Record.

### **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. Contract award shall be based upon the Lowest Priced, Technically Compliant bid. Such determinations shall be consistent with the evaluation criteria specified in the RFP. 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 and requested Enclosures, as listed in this RFP (Pass/Fail).
  - Successful determination of Technical compliance. (Pass/Fail).
  - Acceptance of HQ SACT General Terms and Conditions.

- Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the next phase (price) of the Contract Award Committee two step process.
- Contract Award Committee (CAC) shall open and record the price proposals of the Technically Compliant offers.

**Important Note:** Award may be made from initial offers without discussions.

NATO will collect information from references provided by the Offeror in regard to its past performance. The Offeror must provide the information requested for performance risk evaluation, or affirmatively state that it possesses no directly related or similar past performance. Firms lacking relevant past performance shall receive an “unknown” evaluation for performance risk.

**16. Clarifications.**

(a) 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.**

- (a) HQ SACT contemplates to award to a single source.
- (b) HQ SACT Contract Awards Committee shall award the contract to the Bidder whose conforming proposal represents the Lowest Priced offer.
- (c) HQ SACT reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this RFP.

**18. Communications.**

(a) All communication related to this RFP, 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 RFP. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.

**19. Point of contact is:**

LCDR Brandon Stewart HQ SACT Contracting Officer 757-747-3977

[brandon.stewart@act.nato.int](mailto:brandon.stewart@act.nato.int)

and

LCDR Mark Macsule, ACT Contracting Officer 757-747-3612

[Mark.macsule@act.nato.int](mailto:Mark.macsule@act.nato.int)

(b) All correspondence shall be forward to:

Purchasing & Contracting,

BUDFIN Branch,

RFP ACT-SACT-22-99,

7857 Blandy Road, Suite 100,

Norfolk, VA, U.S.A.



**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.

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

**SEALED BID TO RFP-ACT-SACT-22-99**

**(To be opened by Contract Awards Committee (CAC) Only)**

**Sender:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HQ SACT**

**RFP-ACT-SACT-22-99**

**Attn: Lcdr Michelle Williams**

**7857 Blandy Road, Suite 100,**

**Norfolk, VA 23551-2490**

**U.S.A**

**COMPLIANCE STATEMENT TO SEALED BID RFP-ACT-SACT-22-99**

It is hereby stated that our company has read and understands all documentation issued as part of RFP-ACT-SACT-22-99. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of RFP-ACT-SACT-22-99, 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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-----	-----
-----	-----
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(If applicable, add another page)

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Bid Reference: \_\_\_\_\_

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Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the RFP 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.





(k) Complete Contact Information for client:

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(l) Permission to contact client for reference: Yes/ No

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**Name/Signature of Authorized Company Official**

RFP-ACT-SACT-22-99 - Travel and related expenses will not be covered under this contract but handled separately in accordance with ACT Financial Manual, Section 24 "Contractor Travel" and must not be included in price proposal.

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Enclosure 5

***RFP-ACT-SACT-22-99 SEALED BID PRICE PROPOSAL***

**COMPANY NAME:** *ABC, Inc*

**ADDRESS:** *Street,*  
**City, Post code**

**TO:** Chairman of Supreme Allied Commander Transformation, (HQ SACT)

Contracts Award Committee.

ATTN: Lcdr Michelle Williams

7857 Blandy Road, Suite 100

**Norfolk, VA 23551**

**SUBJECT: RFP-ACT-SACT-22-99 Sealed Bid Price Proposal**

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Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the RFP 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.

RFP-ACT-SACT-22-99 - Travel and related expenses will not be covered under this contract but handled separately in accordance with ACT Financial Manual, Section 24 “Contractor Travel” and must not be included in price proposal.

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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 RFP ACT-SACT-22-99 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Deliverable	(Cost)		
Insert Rows for applicable Scope of Work deliverables identified within SOW	\$		

Grand Total Contract Price \$ \_\_\_\_\_

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:

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Bidder’s proposal must be based on full compliance with the terms, conditions and requirements of the RFP 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.



RFP-ACT-SACT-22-99 - Travel and related expenses will not be covered under this contract but handled separately in accordance with ACT Financial Manual, Section 24 "Contractor Travel" and must not be included in price proposal.

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Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Title: \_\_\_\_\_

Witness Signature: -----, Date -----

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Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the RFP 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.

## **Statement of Work**

### **“Interoperability Continuum Support”**

#### **in support of NATO HQ SACT Federated Interoperability Branch**

#### **1. INTRODUCTION AND BACKGROUND**

- 1.1. As part of the ACT warfare development agenda, the Federated Interoperability (FI) Branch focuses on interoperability between common funded and national command and control (C2) capabilities within the framework of Federated Mission Networking (FMN). The Interoperability Continuum (IC) Section is responsible for delivering interoperability events and activities. At TIDE Sprint NATO and nations agree interoperability requirements, concepts and specifications; at the TIDE Hackathon they experiment with emerging technologies; and at CWIX they experiment, verify and validate interoperability as part of capability development lifecycles for near fielded and fielded capabilities.
- 1.2. TIDE Sprint, is a high profile events for HQ SACT that attracts up to 350 participants from NATO and partner nations. Planning horizons for these events are short and demanding and required significant stakeholder coordination within HQ SACT and across national and NATO authorities. The venue for TIDE Sprint must be capable of reflecting the cooperate image of HQ SACT and NATO.

#### **2. SCOPE OF WORK**

- 2.1. This Statement of Work provides an appropriate venue for up to 350 participants at the Fall 2022 TIDE Sprint event that will take place from 24-28 Oct 2022. The following is required:
  - 2.1.1. One plenary room able to accommodate up to 350 participants in the daily plenary session from 0800-1030, in Theatre style. It will include chairs, a stage for up to two speakers and 3 panel members (approx 10' x 25'), two podiums and appropriate 'NATO blue' lighting that will conform to HQ SACT branding requirements. In addition it should have
    - 2.1.1.1. Audio visual support including suffecient screens and projectors at an appropriate size for an audience of 350.  
A means of uploading and controlling powerpoint slides and playing video

## RFP-ACT-SACT-22-99, Part Two, Annex “A”, SOW AND Compliance Evaluation Matrix

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- 2.1.1.2. Two stage microphones (one for each podium)
- 2.1.1.3. Three hand-held ‘mobile’ microphones for audience participation
- 2.1.1.4. A stage ‘TV promptor’ for speakers
- 2.1.1.5. Dedicated, on-demand AV support will be required for all plenary sessions
- 2.1.2. Up to twelve breakout rooms for seminar groups of between 10 and 70 people. The number of seats and seating arrangement for each should be flexible and will be determined no less than 72 hours before the start of TIDE Sprint. Each break-out room will include:
  - 2.1.2.1. Daily requirements are as follows:
    - 2.1.2.1.1. Mon 24 Oct – Thu 27 Oct: twelve breakout rooms to be available from 0730-1700
    - 2.1.2.1.2. Fri 28 Oct: one breakout room able to host the post-TIDE Sprint close-down meeting for up to 20 break-out leads and management staff
  - 2.1.2.2. A screen and projector for each breakout room, with cables for attaching and displaying from participant laptop computers
  - 2.1.2.3. Sufficient power extension cables for the breakout room participants
  - 2.1.2.4. Water for participants
- 2.1.3. Sufficient WIFI for 350 participants who are likely to have laptop computers, mobile phones and other devices.
- 2.1.4. A communal area for up to 350 participants with daily refreshments as follows:
  - 2.1.4.1. From Mon 24 Oct to Thu 27 Oct, morning refreshments from 10:30am – 11:00am for up to 350 participants (the exact amount to be agreed 24 hours in advance of each day. This should include Tea, Coffee and juices with a range of snacks to be agreed with the TIDE Sprint management team.

## RFP-ACT-SACT-22-99, Part Two, Annex “A”, SOW AND Compliance Evaluation Matrix

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- 2.1.4.2. Afternoon refreshments (as above) to be available between 3pm to 3:30pm
- 2.1.4.3. Fri 28 Oct – morning refreshments only, from 10:30am – 11:00am
- 2.1.4.4. Outside these times tea, coffee and water to be available between 7:30am and 5pm
- 2.1.4.5. There may be a requirement to a number of host small industry stands (up to 10), these will be self contained and not require additional facilities
- 2.1.5. An area to act as a registration and help desk for up to 4 support staff
- 2.1.6. Security. The TIDE Sprint venue will be checked by spolice ecurity on adaily basis therefore early access will be needed from about 6:30 am
- 2.1.7. Bedrooms for up to 200 participants must be available on-site. These will be booked and paid for by participants and **will not be part of the contract** nor will HQ SACT be responsible to pay for these rooms should all not be filled.
- 2.1.8. A restaurant would be desirable; the cost of meals should be included in the bid information **but will be paid by individual participants.**

3. **MILESTONES**Start: TIDE Sprint begins on Mon Oct 24, 2022 and finishes on Fri Oct 28 2022. There will be a requirement for set-up on Sunday 23 Oct

### 4. OTHER CONSIDERATIONS

- 4.1. The provider must:
  - 4.1.1. Be highly organized with administrative experience
  - 4.1.2. Have experience of working in complex organizations
  - 4.1.3. Experience acting as a venue for NATO events is preferable
  - 4.1.4. Be comfortable working alongside senior managers

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4.1.5. Be comfortable briefing large audiences on administrative matters

4.2. The IC Section Head will be appointed as the ACT project manager and COTR.

### **5. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE**

5.1. Type of Contract: This is a firm-fixed-price deliverables contract in accordance with the General Terms and Conditions.

### **6. PLACE OF PERFORMANCE**

6.1. Place of Performance for the indicated activities shall be in the area of Virginia Beach, VA, Norfolk, VA or Chesapeake, VA.

### **7. INFORMATION SECURITY**

7.1. The provider will not have access to classified or NATO unclassified documentation.

### **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. Specific information to IPR is articulated in the General Terms and Conditions that support this contract.

### **9. RELEASABILITY AND EXPORT CONTROL**

Nothing herein requires the provider to provide information to ACT that is subject to Export Control Laws, IPRs or any other constraints prior to receiving the applicable authorization.

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## **ANNEX A Deliverables in Support of Capability Programme Plan for NEXGEN M&S**

Contractor's technical proposals will be assessed on the qualifications of the team proposed to perform the work. Individuals' résumés of proposed team members must be provided. The proposed team as a whole will be measured against the criteria specified below.

Bidder Name: \_\_\_\_\_

<b>Item</b>	<b>Compliant/Non-Compliant</b>	<b>Comments (Reference within SOW/Proposal)</b>
Able to support ALL requests within the Scope of Work. *If unable to support ALL requests, then mark Non-Compliant. Potential disqualification will occur if deemed Non-Compliant.		

# RFP-ACT-SACT-10-03 - HQ SACT General Terms and Conditions

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## HQ SACT General Terms and conditions

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35. Inconsistency between English version and Translation of Contract
36. Contract Effective Date
37. Enforcement
38. Order of Precedence
39. Entire Agreement

**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. Wherin a

# RFP-ACT-SACT-10-03 - HQ SACT General Terms and Conditions

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 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.



# RFP-ACT-SACT-10-03 - HQ SACT General Terms and Conditions

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- 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 favorable 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)

# RFP-ACT-SACT-10-03 - HQ SACT General Terms and Conditions

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- (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

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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 reinspection 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.

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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:

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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/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 nonperformance 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.

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**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

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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".

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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, aor 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, labor 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/forms-contractor-travel>. The in-house Travel Agency will set



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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/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.

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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 defense 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. HQ SACT shall have unlimited rights in:

(1) All technical data and computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this contract.

(2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this contract for implementation management, installation, operation, maintenance and training purposes.

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.

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## **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.

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## 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 year's 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.

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4. Delivery of Service. All Commercial Personnel Services under this Contract will be performed only on HQ SACT Work Days and during HQ SACT Working Hours to total no more than 7.5 hours per HQ SACT Work Day.
5. Exceptions from Delivery of Service. Under exceptional circumstances Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4.
  - a. Overtime requires a specific written request to the Contractor by the COTR.
  - b. Permanent deviation has to be in writing in the SOW with the signature of the Contracting Officer.
6. Coordination of Delivery of Service and Personal Leave. In order to ensure a balanced professional performance of the Contractor Personnel employed by the Contractor, during their performance for HQ SACT, the Contractor shall ensure that each Contractor Personnel will take a minimum of 15 and not more than 30 HQ SACT Work Days as personal leave during the course of a calendar year.
7. Coordination of Absences. To ensure the uninterrupted flow of HQ SACT projects, any absence by Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.
  - a. Personal Leave. At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.
  - b. Sickness. Should absences caused by sickness affect the performance of an HQ SACT project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual.
  - c. Other Absences. Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with the Delivery of the Service set out in paragraph 4.
8. Billable Hours. Only time spent by Contractor Personnel in the immediate performance of this Contract.
  - a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.
  - b. Overtime. All overtime within the limit of the contracted man year or fraction thereof (total of 1800 hours for full year's service) shall be billed at the normal hourly rate set out in this contract.
  - c. Non-performance. Personal leave, closing of the Headquarters by the order of the HQ SACT Chief of Staff, sickness, company coordination, company reports, training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.
9. Commitment of Contractor Personnel. The Contractor warrants that the Contractor Personnel initially presented for the performance of this Contract will perform this Contract for its

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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 as posted on <http://www.act.nato.int/forms-contractor-travel>.
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

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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 performance of the Contract.

19.2 The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of HQ SACT under or in connection with the Contract:

- (a) Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract.
- (b) Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for HQ SACT under the Contract or any sub-contract under it.

19.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this 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

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its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Clause.