

**Request for Proposal**

**Part 1 Bidding Instructions**

**RFP-ACT-SACT-19-35**

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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.

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## PART 1 BIDDING INSTRUCTIONS

### 1. General.

This is a Firm Fixed Price service contract in accordance HQ SACT General Terms and Conditions. Contract Award is contingent upon funding availability.

### 2. Classification.

This RFP 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 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 whom 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.
- (j) The term "Habitual Residence", means HQ SACT, Norfolk, Virginia, VA 23511.

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#### **4. Eligibility.**

This RFP is open to selected companies:

- (a) Established in a North Atlantic Treaty Organisation Alliance member nation.
- (b) Working in the required field of study and legally authorised to operate the United States of America and European Union, at the time of bidding.
- (c) Has 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.

#### **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 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. Bidder 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 7 calendar days prior to the bid closing date.

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(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. **All questions must be received NLT 23 May 2019, 1200 hrs Eastern Standard Time, Norfolk, Virginia, USA.**

**9. Bid closing date.**

(a) Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **3 June 2019, 1200 hours, Eastern Standard Time, Norfolk, Virginia, USA.** 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. Content of Proposal.**

The proposal shall consist of **1 electronic copy** (1 PDF document containing each of the documents below excluding the price proposal) and **5 paper copies (to include price proposal)**. Submissions must be received prior to **3 June 2019, 1200 hours, Eastern Standard Time, Norfolk, Virginia, USA.**

- (a) The bidders full name address, Point of Contacts, Telephone, Fax number and Internet site, (See Enclosure 1);
- (b) Compliance statement (See Enclosure # 2);
- (c) Completed Annex A & Supporting Key Personnel Resumes
- (d) Company Price proposal, (Enclosure # 3)
- (e) Any other technical information to determine whether proposed services, terms and conditions comply with all the requirements of this RFP.

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## 12. Proposal Submission.

- (a) E-mail proposals shall be submitted in a single PDF document to include only the Technical volume. Hard copy proposals shall be submitted in two separately packaged and sealed volumes, Technical and Price prior to the established bid closing date/time.
- (b) Proposal packages should be delivered to HQ SACT via e-mail, courier, or hand carried with confirmation of delivery. **Suppliers wishing to hand carry submissions MUST have access to deliver on-base at a military installation without escort.**
- (c) Price proposals shall be in **U S Dollar currency.**
- (d) Prices shall be on a Firm Fixed Price Basis
- (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.
- (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.

## 14. Bid Withdrawal.

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

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## **15. Bid Evaluation.**

### **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 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 2-6, as listed in this RFP. (Pass/Fail).
  - Successful determination of Technical compliance based upon criteria contained in Annex A.
  - Lowest Price Offer.
  - Acceptance of HQ SACT General Terms and Conditions.

## **16. Proposal 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.**

HQ SACT intends to award a firm fixed price contract to the Lowest Priced Technically Compliant offeror.

HQ SACT 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 provide at least one Letter of Reference.

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HQ SACT reserves the right to negotiate minor deviations to the listed General Terms and Conditions to this RFP.

**18. Communications.**

- (a) All communication related to this RFP, between a prospective bidder and HQ SACT shall be 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;**

Tonya Bonilla, Contracting Officer 757-747-3575

[tonya.bonilla@act.nato.int](mailto:tonya.bonilla@act.nato.int)

or Catherine Giglio, R&D Contracting Officer 757-747-3856

[Catherine.giglio@act.nato.int](mailto:Catherine.giglio@act.nato.int)

All correspondence shall be forward to;

HQ SACT, BUDFIN BRANCH

Purchasing & Contracting,

Contracting Officer

RFP-ACT-SACT-19-35

ATTN. Tonya Bonilla

[Tonya.bonilla@act.nato.int](mailto:Tonya.bonilla@act.nato.int)

7857 Blandy Road, Suite 100,

Norfolk, VA, U.S.A.

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**Enclosure 2**

**COMPLIANCE STATEMENT TO SEALED BID RFP-ACT-SACT-19-35**

It is hereby stated that our company has read and understands all documentation issued as part of RFP-ACT-SACT-19-35. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of RFP-ACT-SACT-19-35, 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: \_\_\_\_\_

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**Enclosure (3)**

**SUBJECT: RFP-ACT-SACT-19-35 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 RFP-ACT-SACT-19-35 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Serial A (15 June – 01 Aug 2019)	\$
Serial B (15 June – 01 Sep 2019)	\$
Serial C (09 Sep – 13 Sep 2019)	\$
Serial D (16 Sep – 01 Nov 2019)	\$
Serial E (04 Nov – 08 Nov 2019)	\$
Serial F (15 Nov – 20 Dec 2019)	\$
Total Base Period Costs	\$

Serial G ( 02 Feb – 08 Feb 2020)	\$
Serial H ( 24 Feb – 28 Feb 2020)	\$
Serial I (01 May – 09 May 2020)	\$
Serial J (15 June – 01 Jul 2020)	\$
Total Option Period Costs	\$

**Total of Base + Options \$ \_\_\_\_\_**

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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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.

## Headquarters Supreme Allied Commander Transformation

### STATEMENT OF WORK for Deliverables in support of the planning and execution of the Allied Command Transformation's Asset Tracking Capability Development Campaign

1. **Introduction.** To meet the NATO commander's need for in-transit visibility of key assets flowing into, within and out of a Joint Operations Area (JOA), NATO is working towards the creation of a system of interoperable asset tracking networks built upon national and NATO capabilities. Realization of the individual network components has been underway for some time. It is being achieved through the development and implementation of shared concepts, standards, procedures and designs. Together, these provide the ways to attain and maintain the compatibility, interchangeability and commonality of network components. Much of the development phase is now complete. The integration of the individual parts into a coherent whole must now be managed and coordinated.

#### 2. Background

##### **Previous developments.**

Many of the NATO standards associated with asset tracking (eg, the application and use of barcodes, shipping labels and radio frequency identification) have existed for several years. But work has only recently been finalized that establishes the full set of policy, procedural and technical standards for asset tracking. Those standards are compliant with NATO's data strategy in support of network enabled capability and conform to the NATO Architecture Framework. Inter-system and inter-network messaging can be undertaken using both ADat-P3 and XML-MTF (i.e., eXtensible Markup Language-Message Text Format) messages.

##### **Main Stakeholders involved in the development.**

NATO's Military Committee Asset Tracking Inter-service Working Group has led the development effort. This body is staffed by subject matter experts from contributing nations, from the NATO Command structure and from the NATO Communication & Information Agency (NCIA) and the NATO Support and Acquisition Agency (NSPA). The development of products has been undertaken either by specialist technical panels of the working group or by writing teams constituted for a particular task. Some work has also been contracted directly to the NATO Communication & Information Agency or undertaken by the Message Text Formatting Capability Team, under the authority of the NATO Command, Control and Communications Board.

3. **Support to Integration.** NATO takes a holistic view of the development of capabilities. The name the organization gives to this conceptual approach is DOTMLPFI (ie, Doctrine, Organization, Training, Material, Leadership, Development, Personnel, Facilities and Interoperability). Practically, this means

that a programme or project is considered according to all the facets necessary to successful implementation; for example, not only the purchase of some equipment but the training of staff who will use it and the revision of procedures that indicate how the new equipment will be used within the organization. NATO intends to pursue such an approach to achievement of the required asset tracking capability. In particular, the organization plans for a multi-year programme that permits validation of the products of NATO asset tracking standardization and provides for the education and training of personnel engaged in realizing the capability. The programme will also support and encourage nations in their efforts to migrate towards the envisioned state of interoperability. Where opportunities arise during the period of the programme, and where operational justification exists, the programme may explore new methods, technologies and techniques in the field of asset tracking.

4. **Aspects of NATO Asset Tracking Standardization.** NATO recognizes that the tracking of assets can take place through a mixture of approaches, from the entirely manual through to the fully automated. Those approaches may be supported by a wide variety of technologies. The envisaged NATO asset tracking capability assumes at least some degree of automation. It has its basis in the concept of Automatic Identification and Data Capture (AIDC). This embodies the notion of Automatic Identification Technology (AIT), which includes the likes of barcodes, data matrices, and passive and active Radio Frequency Identification (RFID) devices. An integrated NATO asset tracking capability will be built on:
  - 4.1. A founding conceptual basis. The conceptual keystone for asset tracking is NATO's future Operations Logistics Chain Management (OLCM) capability. This calls for the coordination of logistic support to NATO missions. In-transit visibility contributes to the requirement for Visibility concerning the logistic resources available to the commander.
  - 4.2. A Business Process Model (BPM) in which the requirement to exchange information is fully embedded. The future asset tracking BPM identifies the physical process activities and the information products that must be shared in order to realize network-wide in-transit visibility.
  - 4.3. The construction of message content according to the situation that pertains within the context of the BPM, as guided by the business rules that specify the required content of the message and its distribution.
  - 4.4. The transmission of messages in accordance with an agreed system architecture requirement.
  - 4.5. Recognized AIT on which data is encoded using an NATO agreed format.
  - 4.6. The physical labelling of transport packages, shipments and consignments in accordance with NATO agreed specifications.

5. **Outline Requirement for Support.** To ensure a successful exercise campaign, Contractor support is required. This Contractor will use key personnel with technical expertise in the application of AIT within the project:
- 5.1. The specification, exchange and validation of AST messages as appropriate, based in NATO Stanag and international standards (e.g GS1). Definition of the exchanges based on the business processes. Developing those deliverables required for each event. This requirement applies to the planning and product development stage of the project as well as to the operational conduct and analysis of an interoperability exercise and reporting stages.
  - 5.2. The Contractor shall ensure that the technical component of the project (format of the messages, Information exchange requirements, design of the networks, AST system architecture) supports and informs the overall conceptual design create by the logistic experts and is compliant with the business process.
  - 5.3 The Contractor shall support SACT as the NATO Officer Scheduling Exercises. This responsibility will be discharged in line with direction and guidance provided by the Contracting Representative (COTR) appointed by ACT. Tasks will lead to such deliverables as the technical annex of the Exercise Specification (EXSPEC), the Exercise Plan (EXPLAN), the exercise aim, Exercise Objectives (EOs), the Training Objective (TO)
  - 5.4 The Contractor shall design the technical component of the interoperability test cases defined for the exercise by SACT.
  - 5.5 The Contractor shall support SACT during the execution of exercise control (to include the review of test cases related to message exchanges and the provision of host nation support)
  - 5.6 The Contractor shall provide a final technical report to be included in the final ATCIC report.

6. **Qualifications.** Proposed key personnel must be qualified in the following respects:

**6.1. Experience.**

The following levels of experience are considered 'must have' qualifications:

- 6.1.1. Two years' demonstrable project role(s) in the specification and design of an asset tracking (or 'track and trace') capability to be integrated within an overarching supply chain and employing active RFID technology.
- 6.1.2. Two years' demonstrable and regular experience in network management, fault-finding and diagnosis associated with the system-wide implementation or application of AIT in the movement and transportation element of a supply chain environment.
- 6.1.3. Two years' experience within the last five years in a logistics position that exploited the network-wide asset tracking information provided through the application of AIT in order to enhance asset tracking and supply chain network performance.

- 6.1.4. Two years' experience within the last seven years working within a multinational environment.
- 6.1.5. Current awareness, knowledge and demonstrable experience in the application and employment of promulgated NATO standards and related civilian standards applicable to asset tracking. Relevant standards are detailed at Sub-para 10c.

There are no requirements that are considered desirable only.

Contractors must submit specific information concerning any qualifications or experience they consider pertinent to the qualification of proposed key personnel.

**6.2 Deliverable Quality. It is expected that all deliverables are** developed/delivered in high quality. Deliverables should be produced at the graduate level, in English using the appropriate Microsoft Office Software program.

**6.3 Security.** All contractor key personnel must possess a current NATO SECRET security clearance or national equivalent at the time of proposal submission.

## **7. Type of Contract and Period of Performance.**

**7.1. Type of Contract.** This is a firm-fixed price deliverables contract in accordance with the General Terms and Conditions. All employer responsibilities for the Contractor Personnel performing under this contract shall lie with the Contractor.

**7.2. Period of Performance.** The Period of Performance is for one 7-month base period from 15 Jun 2019 through 21 December 2019 with one 12-month option period 1 January 2020 through 31 December 2020. The option period may be exercised solely at the discretion of HQ SACT based on satisfactory contractor performance, budgetary & operational requirements and Contracting Officer approval.

**7.3. Surge Capability.** Surge capability requirement is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in products or deliverables. The contractor company shall be prepared to provide support for additional services in the same functional area identified above as directed and approved by the Contracting Officer. A deliverables table will be provided to identify any associated surge requirement. The estimated level of effort to complete the deliverable should not exceed 100 hours per base/option period.



## Illustrative questions and answers

**Q1.** In what areas might the additional services be required?  
HQ SACT intends to support asset tracking capability integration based on existing shared concepts, standards, procedures and designs. Where these factors change during the course of the programme, the programme may need to be adapted. Similarly, the surge capability provides opportunity to explore or experiment with new methods, technologies and techniques in the field of asset tracking, should they present themselves.

**Q2.** What form might the additional services take?  
If additional services are required, it is likely that more extensive investigative effort will be required than is considered in the base contract requirement. This will cater for the emerging issues outlined in Q1 above. Ultimately the product of the additional services will be delivered as an extension to or modification of one of the deliverables described later in the SOW. During exercise execution, depending on the additional service concerned, there might be a requirement for a degree of oversight or control above the level initially considered to be part of the baseline requirement.

**8. Contractor Supervision and Reporting:** The Contracting Officer will assign a Contracting Officer's Technical Representative (COTR) to administer all technical contract details. The Contracting Officer has final authority (in consultation with the COTR) to determine if the contract/SOW should be amended, extended, modified or cancelled for evolving requirements, new tasking, and/or technical non-performance.

8.1. The COTR shall:

- 8.1.1. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW;
- 8.1.2. Review (and approve) all Contractor duties for completeness and accuracy;
- 8.1.3. Review the Contractor's work at a minimum of monthly, or more often if needed

8.2. The COTR's written approval of work reported and deliverables submitted is mandatory for contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his roles and responsibilities to which he shall sign formal acceptance.

8.3. 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:

8.3.1. Summary of work and status of deliverables during the reporting period;

8.3.2. Contract hours expended showing a comparison with budgeted hours;

8.3.3. Current or anticipated problems/deficiencies and recommended solutions.

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

9. **Place of Performance:** The Contractor is expected to perform the majority of the required work at the Contractor's Facility or in alternate locations as per travel requirements at locations specified by the COTR.

10. **Proof of Past Performance:** The Contractor is to provide two past performance citations or references (for work within the past five years) to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW. The citations shall include the following information at a minimum:

10.1. Summary of work or tasks performed that is similar to or directly related to this SOW.

10.2. Status of work or tasks assigned (i.e., on-going, complete)

10.3. Date of Performance

10.4. Name of client or reference

10.5. Complete contact information for client or reference

10.6. Permission to contact client or reference.

## 11. **Building, Installation Access**

The contractor shall be fully responsible for ensuring that he/she has all needed vehicle passes and decals, individual access badges and documents for appropriate access to any NATO facility as required.

## 12. **Electronic Devices.**

All contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g. laptops, cell phones) in all NATO facilities. The

Contractor(s) shall be responsible for satisfying the necessary clearance requirements before bringing any such device into a NATO facility.

### **13. Export Control.**

NATO nations have regulations and laws applying to the export of defence related goods/services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations NATO is considered a foreign entity. The 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.

## Exercise and Experimentation Support in 2019

### **Deliverables for NATO Multinational Asset Tracking Capability Development Programme**

2019 /SOW/NATO ASSET TRACKING EXERCISE SUPPORT

#### **TECHNICAL ENGAGEMENT IN ASSET TRACKING EXERCISE PLANNING, PREPARATION, CONDUCT AND ANALYSIS**

In the tables that follow concerning the Base Period Deliverables and Option Period Deliverables, dates are given during which work on each deliverable is expected to take place. The difference between the start and end date of the period is not an indication of the number of days of effort that is thought necessary to the production of the deliverable. Rather it indicates the period during which the work necessary will be required to take place. (This provision does not apply in the case of deliverables C, E, G, H and I. These deliverables relate to conferences, surveys or the exercise execution itself. Dates in these cases indicate required days of participation and include one day of travel time prior to and after the event concerned.) Where the deliverable description may not provide an adequate idea of the expected quantity or complexity of the work involved, that deliverable has an illustrative question and answer to assist in that assessment.

#### **1. Tasks and Deliverables**

1.1. **General.** The contractor will participate in selected meetings for the planning, conduct and reporting of the experiment. The contractor will ensure that key personnel attend meetings fully prepared to participate in and to contribute to the meeting aims and objectives. The COTR will support this requirement by ensuring that relevant new or modified NATO standardization documentation is furnished to the Contractor. The Contractor is also expected to maintain situational awareness regarding related civilian developments. The contractor will additionally support preparation for those meetings by assisting the COTR with the development of the necessary documentation and products (as indicated in deliverable table below).

1.2. **Specific Tasks.** The contractor will be expected to perform the following specific tasks:

1.2.1. Maintain regular contact with the COTR concerning overall performance of the work under the contract.

1.2.2. Maintain regular contact with the COTR concerning the specifics of the work undertaken and to be undertaken.

1.2.3. Remain up to date and fully conversant with relevant NATO standards and associated commercial open standards.

1.2.4. Provide technical advice to ensure the planning of multinational asset tracking exercise activity, and experimentation if undertaken, is:

1.2.4.1. Consistent with applicable doctrine and NATO and Commercial technical standards concerning in-transit visibility of assets;

1.2.4.2. Recognizes the priorities needed to support the project's aims and objectives and address the perspectives of participants.

1.2.4.3. Advise on the technical issues about the way to articulate the exercise and any related experimentation, with NATO exercise, education and training documentation as the basis for such communication.

1.2.4.4. Provide the technical and information architectures necessary to support planned exercises and experiments.

1.3. **Preparation.** To prepare for the activities and the production of deliverables, the Contractor will be expected to:

1.3.1. Be familiar with, or make himself familiar with, the following NATO publications and the open or commercial standards referenced in them:

- a) GS1 General Specifications. Jan 2019
- b) ISO 18000-7.
- c) Allied Joint Publication 4.11 (AJP-4.11), *Asset Visibility* ;
- d) Allied Administrative Publication 51, Edition B (AAP-51 (B)) Final Draft, *Asset Tracking Business Process Model*;
- e) Allied Automatic Identification Technology Publication 04 (AAITP-04), *Asset, Consignment and Personnel Tracking Information Exchange*;
- f) Allied Automatic Identification Technology Publication 06 (AAITP-06), *System Architecture Requirements for Asset, Consignment and Personnel Tracking Information Exchange*.
- g) Standardization Agreement (STANAG) 2495, Edition 2, *Data Formats for Asset Tracking*;
- h) STANAG 2233, Edition 3, *NATO Consignment and Asset Tracking by Radio Frequency Identification*;
- i) STANAG 2494, Edition 3, *NATO Asset Tracking Shipping Label and Associated Symbolologies*; and
- j) STANAG 4281, Edition 2, *NATO Standard Marking for Shipment and Storage*.

- 1.3.2. Coordinate with the COTR on specific requirements and any authorities required for production of a deliverable;
  - 1.3.3. When appropriate, and if authorized, coordinate deliverables work and outputs direct with nations or NATO entities; and
  - 1.3.4. Participate in the coordination of exercise preparations and associated discussions as required (via email, phone or similar), instigating such communication where necessary.
- 1.4. **Programme Events.** Where the programme schedules events such as meetings, conferences or the conduct of the exercise, the Contractor will be expected to:
- 1.4.1. Consider and proffer to the COTR any pre-event advice felt to be necessary or helpful;
  - 1.4.2. Provide advice and guidance on the application and interpretation of doctrine and standards related to current and future technologies used during exercise preparation and conduct events;
  - 1.4.3. Undertake event roles as requested by the COTR;
  - 1.4.4. Participate in and contribute, in the SME area of expertise, to daily coordination meetings during the conduct of the exercise and any experiment and site survey;
  - 1.4.5. Participate in and contribute to the after action review during the conduct of the exercise and any experiment;
- 1.5. **Deliverable and Programme Event Inputs and Feedback.** The forms of communication by which the Contractor contributes to the programme will involve providing:
- 1.5.1. Verbal and written inputs to the COTR as necessary to sound working relationships and the achievement of programme aims and objectives;
  - 1.5.2. Written inputs, comments, advice and suggestions concerning exercise and experiment documents such as the EXSPEC, the EXPLAN and any Experiment Design Document;
  - 1.5.3. A written report on each event attended, which outlines important results, observations, conclusions, recommendations and other issues relevant to this SOW;

- 1.5.4. Written observations, lessons identified and strategic advice during and after the operational conduct of the exercise;
- 1.5.5. Contributions to the exercise first impressions report and, subsequently, the final exercise report.

## Base Period Deliverables (01 May 2019 – 31 December 2019)

Serial	Dates	Location	Task
A	15 June – 01Aug 2019	Work from Contractor's Facility	Planning & Product Development
<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 1 Planning of the Exercise. This will be undertaken through the provision of further technical input to the <b>draft of the Exercise Specifications (EXSPEC)</b> following circulation of the draft to interested nations for review and comment and facilitate the brainstorming during the AST WG.</p> <p><b>Deliverable:</b> Provide within 14 calendar days of receipt of the second draft of the EXSPEC a written response to the document suggesting amendments and additional new material necessary to bring the document to final draft status. The focus of the products are the technical scenario, exchange of information, standards to be used and interoperability among the systems</p> <p><b>Acceptance criteria:</b> The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable's aim. It must be provided in an electronic format, likely, as a document produced using one or more applications from the Microsoft Office suite of products, and structured in such a fashion as to support ease of integration into the overall document.</p> <p><i>Illustrative question and answer</i></p> <p><b>Q3</b> How will this deliverable dovetail with its predecessor?</p> <p>Based on prior review and comment on the outline of the programme, it is not expected that responses from nations to the first draft of the EXPEC will require a fundamental re-design of the programme and its parts. This deliverable will therefore add detail to its predecessor but will not be an unduly substantial effort. Once the deliverable is integrated into the whole, the result will be an EXSPEC that is more tangibly connected to the products that will succeed it and to the eventual conduct of the exercise itself. Programme certainty and preparation for the exercise will have advanced and issues raised by nations will have been addressed or will be under management.</p>			



Serial	Dates	Location	Task
B	15 June – 01 SEP 2019	Work from Contractor's Facility	Concept & Specification Development
	<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute technical asset tracking expertise and advice to Stage 2 Preparation of the Exercise. This will be undertaken through the provision of technical input (verbal and written) to the initial draft of the <b>Exercise Plan (EXPLAN)</b>, support to the integration of that material within the wider document and review/comment of the document as it evolves.</p> <p><b>Deliverables:</b> Collaborate with, and provide technical written inputs to, the COTR with the objective of completing the technical aspects of the initial <b>draft EXPLAN</b> and integrating those technical matters with the more general elements of the plan. Specifically, the Contractor will contribute to: the development of training objectives ; the analysis of the COTR's requirements and limitations (including the development and/or determination of technical requirements for the planning situation/scenario); Information Exchange Requirements (IERs) and an IER matrix; C2 Information Systems (C2IS) integration requirements; pre-operational conduct training requirements; operational Communications and Information Systems (CIS) requirements and constraints; real-life support requirements); the development of exercise planning guidance (including but not limited to providing guidance on scenario development, the use of networks and C2IS, the definition of the target technical standards the delivery of pre-operational conduct training, and the conduct of experimentation).</p> <p><b>Acceptance criteria:</b> The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable's aim. It must be provided in an electronic format, likely, as a document produced using one or more applications from the Microsoft Office suite of products, and structured in such a fashion as to support ease of integration into the overall document.</p> <p><i>Illustrative question and answer</i></p> <p><b>Q4</b> How does this deliverable relate to deliverables E to I? Development of the EXPLAN is a significant task, though this contract is only for technical contributions to the overall effort. The work to develop the technical component of the final EXPLAN has been split between this deliverable and deliverables D to G. This is to allow for iterations in which product elements are developed, interaction with potential exercise participants on the emerging product takes place, the product is refined and further consultation occurs. Time and effort is also allowed for information gathering necessary to the creation of the final product. This means that the final EXPLAN will evolve over several months; no single deliverable provides all the work and the production effort will not be continuous. In this first deliverable, it is expected that there will be more person-to-person engagement between the COTR and the contractor than is likely in the</p>		

	development of later written deliverables. This will ensure the necessary alignment is maintained as the deliverable elements are developed independently and later integrated. The deliverable will be more than an outline but still a rough draft with a lot more work to be done. Its main goal will be to inform discussions at the Main Planning Conference.
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Serial	Dates	Location	Task
C	09SEP – 13SEP 2019 (tbc)	Luxembourg (tbc)	Main Planning Conference
	<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 2 Preparation of the Exercise. This will be undertaken through preparation for and participation in the Main Planning Conference (MPC).</p> <p><b>Deliverable:</b> Support the COTR’s programme of work for the MPC, in particular to consider the draft EXPLAN and draft scenario; confirm technical requirements, especially with regard to system participation; develop commitments; and capture the additional technical information required to develop, refine and coordinate the draft of the technical annex of the EXPLAN and further develop the scenario. Active participation in the MPC providing direct support to the COTR as requested. This support may include the delivery of some briefs or presentations and leading syndicates or question and answer sessions and clarifying technical elements of the programme as requested by nations.</p> <p><b>Acceptance criteria:</b> The Contractor will afford sufficient and suitable support to the COTR in preparing for and conducting a successful MPC. The primary focus of that support will be on the MPC’s consideration of the technical aspects of the exercise. But that focus must be coordinated with the COTR’s effort to deliver a conference that addresses all aspects of the exercise in a coherent and integrated fashion. Programme certainty and preparation for the exercise will have advanced and issues raised by nations will have been addressed or will be under management. The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable’s aim.</p>		

Serial	Dates	Location	Task
D	16 Sep– 01Nov 2019	Work from Contractor’s Facility	Planning & Product Development
	<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking</p>		

expertise and advice to Stage 2 Preparation of the Exercise. This will be achieved through the provision of further technical input to the revised draft EXPLAN following MPC, if undertaken.

**Deliverable:** Provide to the COTR within 15 calendar days of the date of end of the MPC a short written, outline proposal for the modifications necessary to improve the technical annex of the draft EXPLAN. Once agreed with the COTR, submit written revisions to the revised draft EXPLAN and scenario, noting any comments, remarks or concerns expressed by participating HQs or nations that are not addressed by the revisions. Contribute to the draft of the Site Survey action list and the agenda of the Coordination Conference (See serial E).

**Acceptance criteria:** The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable’s aim. It must be provided in an electronic format, likely, as a document produced using one or more applications from the Microsoft Office suite of products, and structured in such a fashion as to support ease of integration into the overall document.

Serial	Dates	Location	Task
E	04 – 08 Nov 2019 (tbc)	Netherlands (tbc)	Site Survey & Coordination Conference
<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 2 preparation of the exercise. This will be undertaken through preparation for and participation in the MPC.</p> <p><b>Deliverable:</b> With the COTR and representatives of the host nation, conduct a site survey of the agreed exercise location with particular emphasis on surveying and coordinating CIS support and logistical services and support to the technical element of the exercise. Additionally, support the COTR’s programme of work for the Coordination Conference, in particular (but not exclusively) to review and update the refined draft EXPLAN; review requirements, tasks and milestones; finalize technical aspects of the exercise, including CIS implementation; confirm and resolve all real-life support and host-nation support issues; and determine key issues for resolution and recommend a way ahead for each.</p> <p><b>Acceptance criteria:</b> The Contractor will afford sufficient and suitable support to the COTR in preparing for and conducting a successful Coordination Conference and site survey of the host nation’s offered exercise venue. The primary focus of that support will be on the consideration of the technical aspects of the exercise. But that focus must be coordinated with the COTR’s effort to deliver a conference and survey that addresses all aspects of the exercise in a coherent and integrated fashion. This collaboration may include the delivery of some briefs or presentations and leading syndicates or question and answer sessions.</p> <p><i>Illustrative question and answer</i></p> <p><b>Q8</b> What are the expectations concerning the site survey? It is anticipated that the exercise will be conducted on a military base in one of the NATO nations. Conditions are not expected to be austere. Additionally, the host nation will be requested to provide advance information on the facilities available at the exercise location. Nonetheless, a survey will be required of the proposed</p>			

	national asset tracking locations. These must have adequate facilities for the asset tracking equipment (for example, communications, power and separation from other asset tracking sites) as well as for the personnel operating the equipment. Any security issues concerning the equipment must also be considered. The intent at the end of the survey is to be able to provide the host nation adequate time to understand and address the exercise's needs.		
Serial	Dates	Location	Task
F	15Nov – 20Dec 2019	Work from Contractor's Facility	Planning & Product Development
	<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 2 preparation of the exercise. This will be achieved through the provision of further technical input to the revised draft EXPLAN following the Coordination Conference and site survey, if undertaken.</p> <p><b>Deliverable:</b> Provide to the COTR within 5 calendar days of the date of end of the Coordination Conference and the site survey (whichever is the later) a short written, outline proposal for the modifications necessary to finalize the technical annex of the draft EXPLAN. Once agreed with the COTR, submit written revisions to the revised draft EXPLAN and scenario, noting any comments, remarks or concerns expressed by participating HQs or nations that are not addressed by the revisions.</p> <p><b>Acceptance criteria:</b> The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable's aim. It must be provided in an electronic format, likely as a document produced using one or more applications from the Microsoft Office suite of products, and structured in such a fashion as to support ease of integration into the overall document.</p>		

**Option Period Deliverables (01 January 2020 – 31 December 2020)**

Serial	Dates	Location	Task
G	02 Feb – 08 Feb 2020 (tbd)	tbd	Planning & Product Development
	<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 2 preparation of the exercise. This will be achieved through the provision of further technical input to the revised draft EXPLAN by conducting communication &amp; asset information testing.</p> <p><b>Deliverable:</b> Provide to the COTR an update related to the scenario; requirements, communication and information needs, additional information required to prepare the Final coordination Conference.</p>		

	<p><b>Acceptance criteria:</b> The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable's aim. It must be provided in an electronic format, likely as a document produced using one or more applications from the Microsoft Office suite of products, and structured in such a fashion as to support ease of integration into the overall document.</p>
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Serial	Dates	Location	Task
H	24-28 Feb 2020 (tbc)	Luxembourg (tbc)	Final Coordination Conference
<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 2 Preparation of the Exercise. This will be undertaken through preparation for and participation in the Final Coordination Conference (FPC).</p> <p><b>Deliverable:</b> Support the COTR's programme of work for the FPC, in particular to consider the scenario; confirm requirements, communication and information needs, detailed planning for the initial warm up of the execution and capture the additional information required to refine and coordinate the EXPLAN. Active participation in the FPC providing direct support to the COTR as requested. This support may include the delivery of some briefs or presentations and leading syndicates or question and answer sessions and clarifying technical elements of the programme as requested by nations.</p> <p><b>Acceptance criteria:</b> The Contractor will afford sufficient and suitable support to the COTR in preparing for and conducting a successful FPC. The primary focus of that support will be on the FPC's consideration of the technical aspects of the exercise. But that focus must be coordinated with the COTR's effort to deliver a conference that addresses all aspects of the exercise in a coherent and integrated fashion. Programme certainty and preparation for the exercise will have advanced and issues raised by nations will have been addressed or will be under management. The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable's aim.</p>			

Serial	Dates	Location	Task
I	01 – 09 May 2020 (tbc)	Netherlands tbc	Final Communication Tests & Operational Conduct
<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 3 conduct of the exercise. This will be undertaken through preparation for and participation in exercise execution and any associated experimentation.</p>			

	<p><b>Deliverable:</b> Support to the COTR and exercise control and directing staff (as appropriate) in the Final Communication Tests and operational conduct of the exercise, including (but not limited to): fulfilling exercise roles as requested by the COTR; contributing to and conducting foundation training (Phase 1 – General Outline; Sub-phase 1A –Internal Training; and Sub-phase 1B – Academic Seminar); assisting in and leading the guiding and directing of the activation, deployment and integration of the exercise asset tracking network; assisting in and leading the conduct of asset tracking operations associated with the electronic exchange of data; and contributing to and assisting in the conduct of the initial assessment of the exercise via an After Action Review (AAR).</p> <p><b>Acceptance criteria:</b> The Contractor will afford sufficient and suitable support to the COTR in the conduct of a successful exercise. Often this will involve the COTR and the Contractor acting in a combined and collocated effort. However, the dispersed nature of the exercise may require the Contractor to operate remotely from the COTR at times. On those occasions, the Contractor must balance the aims and objectives of the exercise with the need to liaise respectfully, courteously and firmly with exercise participants and the host nation, possibly without immediate access to the COTR for guidance. Coordination between the COTR and Contractor must occur several times each day with close-out discussions and any exercise adjustments being agreed between the two at the end of each day.</p>
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Serial	Dates	Days	Location	Task
J	15 June 30 – 01 Jul 2020		Work from Contractor's Facility	Analysis & Reporting
	<p><b>Experiential:</b> Based on meeting the Qualification and Experiential requirements of key personnel, the Contractor will be required to contribute asset tracking expertise and advice to Stage 4 analysis and reporting of the exercise. This will be undertaken through the provision of general and technical input to the remaining elements of the Final Exercise Report (FER).</p> <p><b>Deliverable:</b> Provide to the COTR a final draft of the technical part of the FER with notes outlining discussions, agreements and decisions of the PXD and agreed lessons learned/identified plus any proposals for remedial actions. Additionally, propose amendments or additions to the final Lessons Identified List, Lessons Identified Action Plan and Remedial Actions Report to the FER.</p> <p><b>Acceptance criteria:</b> The deliverable must be provided in a form whose content is sufficient in extent and in detail to achieve the deliverable's aim. It must be provided in an electronic format, likely, as a document produced using one or more applications from the Microsoft Office suite of products, and structured in such a fashion as to support ease of integration into the overall document.</p>			

## **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



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 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)

(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 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.

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 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.

**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, 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/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 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. 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.

ANNEX A  
to the Statement of Work  
for Asset Tracking Capability  
Development Campaign

**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.

<b>Proposed SME in Support of Asset Tracking Capability Development Campaign</b>	<b>Level ( C / M / S )</b>	<b>Additional Information / Comments</b>
Two years' demonstrable project role(s) in the specification and design of an asset tracking (or 'track and trace') capability to be integrated within an overarching supply chain and employing active RFID technology.		
Two years' demonstrable and regular experience in network management, fault-finding and diagnosis associated with the system-wide implementation or application of AIT in the movement and transportation element of a supply chain environment.		
Two years' experience within the last five years in a logistics position that exploited the network-wide asset tracking information provided through the application of AIT in order to enhance asset tracking and supply chain network performance.		
Two years' experience within the last seven years working within a multinational environment.		
Current awareness, knowledge and demonstrable experience in the application and employment of promulgated NATO standards and related civilian standards applicable to asset tracking. Relevant standards are detailed at Sub-para 10c of the SOW.		

Fluent in English (written and oral		
NATO SECRET clearance or national equivalent, at the time of bidding.		