



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

Description of Acquisition

Part 1 Bidding Instructions

IFIB-ACT-SACT-21-02

Amendment 1

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PART 1 BIDDING INSTRUCTIONS

1. General.

This is a Firm Fixed Price Deliverables contract in accordance the General Terms and Conditions; **Contract Award is contingent upon funding availability: Partial bidding by group is allowed.**

2. Classification.

This IFIB is a **NATO UNCLASSIFIED** document.

3. Definitions

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

4. Eligibility.

This IFIB is open to companies:

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

5. Duration of Contract

- (a) The contract awarded shall be effective upon date of award.
- (b) Period of Performance: Base Period: 1 Apr 2021 – 31 Dec 2021 with four possible 12 month option periods (1 Jan 2022 – 31 Dec 2022, 1 Jan 2023 – 31 Dec 2023, 1 Jan 2024 – 31 Dec 2024, 1 Jan 2025 – 31 Dec 2025).

6. Exemption of taxes.

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

7. Amendment or Cancellation.

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

8. Bidder Clarifications.

- (a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this IFIB, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 3 calendar days prior to the bid closing date.

(b) In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than **21 December 2020**.

(c) Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link: <http://www.act.nato.int/contracting> as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

9. Bid closing date.

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **1 February 2021, 0900 hours, Eastern Standard Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date. **Confirmation of receipt by ACT is entirely the responsibility of the contractor. Allow time for the e-mails to clear both corporate and ACT servers. A delay in transfer from the server does not constitute an exception for late receipt.**

10. Bid Validity.

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

11. Content of Proposal.

The proposal shall consist of **2 separate electronic (e-mailed PDF documents (1 price / 1 technical))** of the following minimum documents: E-mails are required no later than **1 February 2021, 0900 hours, Eastern Standard Time, Norfolk, Virginia, USA**. **Confirmation of receipt by ACT is entirely the responsibility of the contractor. Allow time for the e-mails to clear both corporate and ACT servers. A delay in transfer from the server does not constitute an exception for late receipt.**

- (a) A table of contents for the entire proposal (Checklist provided as Enclosure #1)
- (b) The bidder's full name address, Point of Contacts, Telephone, Fax number and

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

- Internet site, (See Enclosure #2);
- (c) Compliance statement (See Enclosure #3);
- (d) Provision of administrative, financial and technical volumes
- (e) Evaluation criteria, (See Annex A to Statement of Work).
- (f) Past performance (See Enclosure #4)
- (g) Company price proposal (Enclosure #5)

12. Proposal Submission.

- (a) Proposals shall be submitted in a two single PDF documents containing one volume each, Technical volume and Price volume, each separately e-mailed. The e-mail shall cite the IFIB Solicitation reference number and indicate which volume it contains.
- (b) Proposal packages in hard copy will NOT be accepted.
- (c) **Price proposals shall be in U.S. Dollar currency.**
- (d) Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.
- (e) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- (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 rejected. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of NATO staff negligence (mishandling) shall the bid be considered.
- (b) A delay in server transmission does not constitute a delay by NATO or government channels.

14. Bid Withdrawal.

A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing, with attention to the HQ SACT Contracting Officer.

15. Bid Evaluation.

- (a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of HQ SACT. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. HQ SACT is not responsible for any content that is not clearly identified in any proposal package.
- (b) Proposals shall be evaluated taking into consideration of the following factors;
- Successful administrative submission of bid packages as requested in paragraph 11, as listed in this IFIB.
 - Successful determination of Technical compliance. (Compliant/Non-compliant) criteria.
 - Best Value Scoring Matrix (Technical 60% / Price 40%)
 - Acceptance of HQ SACT General Terms and Conditions.

16. Proposal Clarifications.

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

17. Award.

HQ SACT intends to award a firm fixed price contract to the Offeror or Offeror's whose proposal(s) represents the best value to NATO.

HQ SACT will collect information from references provided by the Offeror(s) in regard to its past performance. Contractors must provide authorization to contact references.

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

18. Communications.

All communication related to this IFIB, between a prospective bidder and HQ SACT shall only be through the nominated HQ SACT Contracting Officer.

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Designated contracting staff shall assist the HQ SACT Contracting Officer in the administrative process. There shall be no contact with other HQ SACT personnel in regards to this IFIB. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.

19. Point of Contact is:

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

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

All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH
Purchasing & Contracting,
Contracting Officer
IFIB-ACT-SACT-21-02
ATTN. Catherine Giglio / Tonya Bonilla
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

Enclosure 1

PROPOSAL CONTENT / CHECKLIST

Table of Contents

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

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-21-02

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-21-02. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-21-02 and the intended contract with the following exception(s); such exemptions are considered non substantial to the HQ SACT solicitation provisions issued.

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

Company:_____ Signature: _____

Name & Title:_____ Date: _____

Company Bid Reference: _____

Bidder’s proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments

shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non responsive.

PAST PERFORMANCE INFORMATION FORM

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

Name/Signature of Authorized Company Official

IFIB-ACT-SACT-21-02 SEALED BID PRICE PROPOSAL

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

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

Contracts Award Committee.
ATTN: Catherine Giglio /Tonya Bonilla
7857 Blandy Road, Suite 100
Norfolk, VA 23551

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

Authorizing Company Official:
Printed Name: _____
Position: _____
Title: _____

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

Company name Witness Official:

Printed Name: _____
Position: _____
Title: _____

Witness Signature: _____, Date _____

Proposed rates will be used to support the Basis of Estimate to produce deliverables that meet or exceed the Quality Assurance Measures identified by HQ SACT. The categories below are “representative” of skills required to provide deliverables at each level. All deliverables will be firm fixed price and billed upon delivery or upon acceptance of agreed milestone events. Proposed rates must be fully “loaded” [G&A, O/H etc.], however they must not include per diem (meals & lodging) and travel. Travel (and related expenses) will not be covered under this contract, but handled separately in accordance with the ACT Financial Manual.

SUBJECT: IFIB-ACT-SACT-21-02 Sealed Bid Price Proposal

Please find on behalf of **Insert: Company Name** to provide HQ SACT with services (collectively referred as “ITEMS”), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-21-02 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

	Base Year 01 Apr – 31 Dec 2021	Option Period One 01 Jan 2022 – 31 Dec 2022	Option Period Two 01 Jan 2023 – 31 Dec 2023	Option Period Three 01 Jan 2024– 31 Dec 2024	Option Period Four 01 Jan 2025 – 31 Dec 2025
Principal level Quality Control Measures	Hourly Rate: \$	Hourly Rate: \$	Hourly Rate: \$	Hourly Rate: \$	Hourly Rate: \$

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	Base Year 01 Apr – 31 Dec 2021	Option Period One 01 Jan 2022 – 31 Dec 2022	Option Period Two 01 Jan 2023 – 31 Dec 2023	Option Period Three 01 Jan 2024 – 31 Dec 2024	Option Period Four 01 Jan 2025 – 31 Dec 2025
Executive level Quality Control Measures	\$	\$	\$	\$	\$
Senior level Quality Control Measures	\$	\$	\$	\$	\$
Expert level Quality Control Measures	\$	\$	\$	\$	\$

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:_____

**Contractor Support to
Allied Command Transformation**

**The Allied Command Transformation Integrated
Capabilities Support II (TACTICS II)**

Contract

Statement of Work

“Our Mission is to contribute to preserving the peace, security and territorial integrity of alliance members states by leading the warfare development of our military structures, forces, capabilities and doctrine.”

9 November 2020

Introduction

Scope and General Requirements

1. Background. This statement of work (SOW) specifies the products that contractor personnel will be required to deliver in support of the Allied Command Transformation (ACT) programmes and initiatives. In leading NATO's Warfare Development, ACT performs an array of functions:

We scan, investigate and inform
We connect
We drive standards
We plan

We innovate and challenge
We deliver capabilities
We educate and train
We support operations

Figure 1. ACT Functions.

2. Situation. The situation in which NATO must operate, adapt and transform is multi-faceted and volatile. It is anticipated that the situation may include persistent uncertainty and complexity, that speed of decision-making and action will be increasingly essential, a network of cooperative partnerships will remain an indispensable source of opportunity, NATO's technological advantage will be increasingly challenged, and cognitive and virtual dimensions will become increasingly contested in a pervasive information environment.

3. The Alliance's Military Instrument of Power (MloP) must be employed in a variety of ways and contexts, all of which may be needed concurrently. These may include the following:

a. Shape – situations where the MloP is used to set conditions (as part of a combination of different instruments of power: diplomatic, information, military, economic) favourable to the Alliance security, for example, by influencing and changing the behaviour of potential adversaries and/or engaging with and supporting partners facing security challenges.

b. Contest – situations where the MloP could be used to counter efforts by potential adversaries to challenge Alliance or Allies' security in one or several domains, primarily by non-military means and below the threshold of armed conflict.

c. Fight – situations where Alliance or Allies are directly attacked in multiple domains inside or outside SACEUR's AOR and the MloP is used to respond.

4. The future capabilities required by NATO are many and diverse. These are likely to include: Command & Control across all environments; impacts of new technologies; capabilities of future adversaries; seamless integration of (future) sensors; combination of kinetic and non-kinetic fires; control of the information environment; training through live, virtual, and constructive simulations and war-games; and development of artificial intelligence, data science, automation and human-machine learning capabilities.

5. TACTICS II: The Required Effect. The TACTICS II contract is designed to establish the conditions in which SACT has timely access to leading-edge information and support necessary to tackle challenges and problems whose size and complexity defy solutions by solely using

existing staff or tools within NATO's established organisation. TACTICS II is an integral part of SACT's comprehensive organizational and operating strategy that enables mission accomplishment by integrating high quality deliverables from trusted industry partners, with the unique and manifold capacities of NATO's established workforce and toolset. Furthermore, in contrast to conventional long-term, level of effort contracts, TACTICS II uses a "Just in Time" (JIT) approach to obtaining essential deliverables from industry. The use of JIT offers efficiencies as support is provided only when it is needed. NATO's Peacetime Establishment (PE) comprises the Alliance's standing workforce, whereas TACTICS II should provide agile and temporary additives to the efforts of the PE through high quality deliverables. Success in delivering JIT requires adherence to the following:

- a. Close and active links to support an unambiguous dialogue between HQ SACT and the Contractor are of the utmost importance. This close relationship will set the conditions for mutually beneficial interaction from which both HQ SACT and the TACTICS II Contractor can derive the shared situational awareness which is key to making JIT work.
- b. The Contractor should be highly responsive and have access to a range of expertise commensurate with the Demonstrated Competencies and Deliverables described in this SOW.

Strategic Factors Driving TACTICS II Contract Deliverables

6. Driver: New Concepts. The NATO Warfighting Capstone Concept (NWCC), which is due to be published in December 2020, is expected to be a watershed, from which a series of subordinate concepts will evolve. TACTICS II is likely to be required to contribute to conceptual developments by supporting early stage research and brainstorming, through refinement, to eventual concept testing.
7. Driver: Warfare Development. The Warfare Development Agenda (WDA) will be the implementation of the NWCC, through a series of Warfare Development Imperatives: Influence and Power Projection, Layered Resilience, Cognitive Superiority, Integrated Multi-Domain Defence and Cross Domain Command. TACTICS II is likely to be required to contribute to the development of these imperatives, through requirements research, use of data centric technology, personnel skills etc.
8. Driver: Capability Development. As a key part of the recent NATO Command Structure Functional Adaptation (NCS-FA), NATO launched a New Governance Model (NGM) for the development of its. TACTICS II is likely to be required to contribute to the development of Common Funded Capabilities, in areas such as requirements analysis and development, capability planning, programming, experimentation, acceptance testing, etc.
9. Driver: Experimentation. NATO nations continue to recognize the value of experimentation as a tool through which to discover, test and validate courses of action before committing to decision. While much of HQ SACT's Operational Experimentation Branch's programme comprises deliberate, programmed experimentation, there is also a requirement to respond to urgent requirements. Both require meticulous planning and experiment design work. TACTICS II deliverables will support both programmed and urgent scenarios.

Work Package 1: Integrated Product Delivery (IPD)

10. This Work Package constitutes the pivotal basis upon which the Contractor is enabled to deliver supporting products in a timely manner and to a standard suited to seamless integration with the work of the HQ SACT. The Integrated Product Delivery (IPD) function will serve as the platform for the delivery of products, capability and best practices to HQ SACT. The Contractor will assign an appropriate management and reach back structure in order to connect with HQ SACT and deliver the IPD function. The IPD function will include the quality assurance measures required to produce and deliver contracted deliverables in Work Package 2 at acceptable standards. In order for the contractor to be agile and responsive to emerging requirements for the development of deliverables, the Contractor's solution for providing IPD shall ensure the Contractor maintains awareness of HQ SACT's business domain. This domain awareness will enable the Contractor to be rapidly oriented to new requirements for deliverables, thereby shortening timescales between initial tasking and delivery. The IPD function will interface on a regular basis with the HQ SACT Contracting Officers Technical Representatives (COTRs) for overall contract performance/schedule and contract reporting.

11. Success in delivery of the IPD function will necessitate an effective and efficient interface. Successful IPD will rely on multiple quality factors including, but not limited to, the following:

- a. Contractor's TACTICS II IPD management element is accessible and able to work with the COTRs.
- b. Contractor and COTRs are able to maintain a daily common operating picture including priorities, quality, scope, progress towards completion of Deliverables, and overall schedule.
- c. Contractor and COTRs are able to maintain a monthly common operating picture of contract achievements, completed deliverables, and programmed deliverables in the months ahead.
- d. Contractor is able to coordinate use of a limited number of work stations at HQ SACT for on-site work as required.
- e. Following receipt of a Task Order, in no more than 10 working days, the Contractor is able to connect HQ SACT PE staff with a Subject Matter Expert contractor able to contribute ideas and insights to help in the shaping of an emergent project deliverable.

Work Package 2: Deliverables

12. This Work Package comprises the majority of contractor effort and outputs necessary to provide the deliverables. Contractor personnel shall deliver products that support ACT's programmes and projects that are as diverse as Command & Control to Data Science and Visualisation to Programme Management to training. The products will include an array of contributions including early stage research and brainstorming, concept development and testing, requirements analysis and development, planning, capability acceptance reporting, project implementation and experimentation design and execution.

Organisation

13. HQ SACT is functionally grouped into the four Directorates of Strategic Plans & Policy (SPP), Capability Development (CAPDEV), Joint Force Development (JFD), and Resources and Management (R&M). Ad hoc project teams are also be assembled to carry out specific niche, emergent, or urgent tasks.

14. The TACTICS II contract is anchored in the Operational Experimentation (OPEX) Branch, which is part of the JFD Directorate. The contract will be managed by a Senior COTR, who is drawn from JFD's OPEX Branch. However, depending on the customer, Deputy COTRs in other parts of the HQ will manage the day-to-day running of their Directorate's own equities in the contract. All COTRs will operate to a single set of rules and will be directed and guided in this by the HQ SACT Contracting Officers. Deliverables produced by the Contractor will be delivered in a supporting manner across ACT's business areas, providing injections of niche expertise and insights to complement the contribution of the Command's military and civilian component.

Type of Contract and Period of Performance

15. **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.

16. **Period of Performance.** The contract period of performance is from on or about 1 April 2021 – 31 December 2021 with a potential of four 12 month option periods.

17. **Option Periods.** Four potential 12 month option periods are available with this contract: 1 January 2022 – 31 December 2022, 1 January 2023 – 31 December 2023, 1 January 2024 – 31 December 2024, 1 January 2025 – 31 December 2025. Available options shall be exercised at the sole discretion of the HQ SACT Contracting Officer, based on satisfactory work performance, available funding, and on-going/evolving work requirements

Places of Work

18. HQ SACT places a high value on being able to benefit from a broad array of expertise from within the Contractor's network in order to help ensure the quality and completeness of the products developed and delivered. Given the vast geographical expanse under the umbrella of the NATO Alliance, the HQ SACT PE staff is accustomed to conducting a wide variety of business through remote collaborative working with colleagues in North America and Europe. These two principles underpin the intended approach to the places of work for the Contractor. In developing and delivering products under the TACTICS II contract, the places of work are summarised as follows:

- a. Contractor Facilities
- b. HQ SACT (as required)
- c. Other NATO or National HQs and Technical Centres
- d. NATO and Partner Nations

e. Field Locations: Venues for Trials and Experimentation will vary from conferences and workshop settings, through laboratory facilities, to full-scale field exercises and operations involving deployed NATO forces.

19. Travel Required: It is anticipated that the contractor may occasionally travel in support of this contract, both within and outside NATO Alliance member nations' boundaries. NATO per diem rates should be used as the benchmark for preparing travel estimates. Post-award, the Basis of Estimate for the development of deliverables should include anticipated indirect travel costs as a separate line item. Direct Travel (airfare) will be coordinated and funded separately by HQ SACT as required. Expected travel costs will not be a consideration for contract award and should not be factored into the price proposal.

Communications and Networking

20. The Contractor shall ensure that contract team members working offsite are accessible to HQ SACT via telephone and e-mail. In addition, the Contractor will ensure that all contract team members are trained in the use of Internet web conferencing. The Contractor shall be capable of participating in Client or third party-hosted web conferences and of hosting such conferences. Contract team members participating in web conferences will join the conference from locations that avoid distracting noise or activity in order to ensure that business may be conducted in a professional manner.

Contractor Essential Technical Competencies

21. As a NATO entity, HQ SACT comprises military and civilian PE personnel drawn from the 30 Nations of the Alliance; this PE is further complemented by contributions from Partnership for Peace (PfP) Nations and other partners. Hence, intrinsically, HQ SACT is a multinational/multicultural workplace in which HQ SACT staff maintain very high standards of inclusiveness, integrity, impartiality, loyalty, accountability, and professionalism. The Contractor shall have a proven track record in working successfully and productively in multinational/multicultural settings.

22. The Contractor shall have a demonstrated ability to deliver high quality products that can offer tangible benefits to an array of programmes and projects within SACT's transformational and adaptive agenda for the Alliance. The Contractor shall have a record of evident competence pertinent to the subjects identified in Table 1 for which they are bidding. The Contractor will be expected to be able to deliver specific products limited to the Deliverables Summary in Table 2. An opportunity to demonstrate requisite expertise is provided in "Company Experience and Expertise," at Section One to this SOW.

Table 1. Demonstrated Competencies

- The groupings represent opportunities for Partial Bidding by Group
- For compliance in any given Group, the Contractor shall demonstrate successful delivery of services or products in all Serials of a given Group in the past 5 years

Serial	A. Operational Command & Control (C2) Group
1	Joint multiple domain C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
2	Air C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
3	Land C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
4	Maritime C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
Serial	B. Space and Cyberspace C2 Group
5	Space C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
6	Cyberspace C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
Serial	C. Ballistic Missile Defence C2 Group
7	Ballistic Missile Defence C2 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
Serial	D. Nuclear Communications, Command & Control (C3) Group
8	Nuclear C3 requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.
Serial	E. Special Operations Forces Group
9	Special Operations Forces (SOF) requirements definition, concepts and experimentation, dependencies and interoperability verification in order to plan, task, execute, and assess military operations.

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Serial	F. Joint Effects Group
10	Joint Intelligence, Surveillance & Reconnaissance (JISR) to enable an understanding of the operational environment by commanders, staffs and forces. Interoperability verification of delivered capabilities with other NATO, national, and partner capabilities.
11	Joint Effects Synchronisation including Joint Targeting to enable an understanding of the operational environment by commanders, staffs and forces. Interoperability verification of delivered capabilities with other NATO, national, and partner capabilities.
12	Joint Fires to enable an understanding of the operational environment by commanders, staffs and forces. Interoperability verification of delivered capabilities with other NATO, national, and partner capabilities.
13	Strategic Communications (STRATCOM) including Public Diplomacy, Public Affairs, Military Public Affairs, Information Operations and Psychological Operations.
14	Explosive Ordnance Disposal and Counter- Improvised Explosive Device (CIED) to enable an understanding of the operational environment from tactical to strategic levels.
15	Electronic Warfare (EW) to enable an understanding of the operational environment from tactical to strategic levels.
16	Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological and Nuclear (CBRN) to enable an understanding of the operational environment from tactical to strategic levels.
Serial	G. Medical Group
17	Medical Support to reduce medical shortfalls experienced on NATO operations. Interoperability verification of delivered capabilities with other NATO, national, and partner capabilities.
Serial	H. Logistics and Engineering Group
18	Logistics and Engineering Management to optimise the collaborative planning and coordination of logistic and engineering support to NATO operations. Interoperability verification of delivered capabilities with other NATO, national, and partner capabilities.
Serial	I. Future Operating Environment Group
19	Future Operating Environment to support the exploration and understanding of the future operating environment and within the environment, the enhancement of cooperation, planning and information sharing with Allies, Partners and non-NATO actors.
Serial	J. Emerging and Disruptive Technologies (E&DT) Group
20	Emerging and Disruptive Technologies to support the exploration and understanding of E&DT (such as Data, Artificial Intelligence, Autonomy, Hypersonic and new missile technologies, Biotechnology, Quantum technologies, Space systems, Next generation networks (e.g. 5G) and others) to enhance cooperation, planning and information sharing with Allies, Partners and non-NATO actors.

Serial	K. Professional Development and Training Group
21	Educational and Professional Development to support the development of the knowledge, skills, attributes of NATO personnel.
22	Education and Training Innovation is to support the development of new methods and technologies to train the NCS/NFS community.
Serial	L. Decision Analysis Group
23	Quantitative Analysis products and reports to support and enable situational awareness, visualization, information fusion, course of action analysis, cost estimation, schedule estimation, and benefit analysis at the NATO political and strategic military level.
24	Qualitative Analysis products and reports to support and enable situational awareness, visualization, information fusion, descriptive and conceptual analysis at the NATO political and strategic military level.
25	Modelling and Simulation products and reports to support decisions on the optimal use of resources and capabilities at the NATO political and strategic military level.
26	Strategic Analysis products and reports to support the investigation, conduct, analysis, and writing of strategic level studies in current warfighting domains and new domains.
27	Data Science and Visualisation products and reports to support business understanding, data understanding, data preparation, data modelling, model evaluation, model deployment, and model monitoring.

Quality Control Measures (Baseline)

23. As a further guide to the specialised nature of TACTICS II contract work, and the significant levels of skills and experience necessary to meet the Client's requirements, a set of Quality Control Measures is described at Annex A. These Measures should be considered an initial baseline set; as NATO's agenda evolves, further requirements may emerge that drive the need for additional Quality Control Measures to be raised and agreed with HQ SACT.

The Ordering & Production of Contracted Deliverables

24. As the NATO Alliance's leading agent for change, SACT's mission is largely exploratory in nature. As such, while the HQ SACT PE staff are able to forecast some aspects of the annual programme with a good degree of certainty, other parts of the programme can be expected to evolve more incrementally as previously unknown factors materialise. This volatility is an enduring characteristic that must be accounted for in the design and operation of the TACTICS II Contract. Before the start of the base year, and each subsequent year if an option is exercised, HQ SACT will alert the Contractor with known requirements for Deliverables. Then, within each year of contract operation, HQ SACT will alert the Contractor to emergent requirements and call for Deliverables as and when appropriate. Deliverables will therefore fall into 2 categories as follows:

- a. Forecast Deliverables: Deliverables that address requirements known to HQ SACT at the start of a contract/calendar year shall be known as "Forecast Deliverables." The Forecast

Deliverables will include products needed within Work Package 2 and known to HQ SACT, as requirements, at the start of a calendar/contract year.

b. On-call Deliverables: Deliverables that address emergent requirements, or for which the details are finalised within a contract/calendar year, will include products within Work Package 2 and shall be known as "On-call Deliverables."

25. All Deliverables will be initiated through a Task Order issued by HQ SACT. A Task Order may cover a single Deliverable or sets of multiple Deliverables.

26. The Contractor shall provide a Basis of Estimate (BOE) to HQ SACT for each Deliverable, or set of Deliverables, ordered in a Task Order. The purpose of the BOE, which shall accompany each Price Proposal, is to help manage risk by ensuring a common understanding. The BOE presents an opportunity, at the Price Proposal stage, for the Contractor to demonstrate, by showing resourcing assumptions, a clear understanding of what constitutes a realistic approach to the tasks inherent in developing and delivering the required product(s). As a minimum, the BOE shall include the following:

a. A breakdown assessment of the tasks needed to accomplish the Deliverable.

b. The intended Quality Control Measures to be used. Given the connection between Quality Control Measure levels and price, the contractor is expected to employ the lowest Measures possible to achieve the required outcome; the BOE shall include clear justification and correlation of the proposed Quality Control Measures and the required Deliverables. The BOE shall also include the estimated time needed to accomplish the Deliverable.

c. Other identified costs drivers including indirect travel.

d. Contractor certification of compliance with each of the applicable and appropriate Quality Control Measures to be utilized in development of the deliverables.

27. HQ SACT requirements for both Forecast and On-call types of deliverables will be characterised by the following:

a. Developed in accordance with the identified Demonstrated Competencies (Table 1).

b. Limited to the products described in the Deliverables Summary (Table 2).

Deliverables

Table 2. Deliverables	
<p>Note: This table describes specific products, as contributions to ACT programmes and projects, which HQ SACT anticipates may be ordered for delivery via TACTICS II. In all cases, TACTICS II products shall contribute in part, not fully, to the overall progress/completion of a programme or project. In addition to the contributions made by the TACTICS II contractor, and NATO staff, HQ SACT reserves the right to obtain contractual support from sources <i>other than TACTICS II</i> where to do so is in the best interests of the Alliance.</p>	
Serial	Deliverable Product Title
1	Contract Delivery Reports/Contract Activity Forecast Reports: Routine products supporting contractor/client coordination.
2	Research Papers: Research paper are products that explain what a topic in depth, based on information from sources such as books, articles, interviews, and Internet sites. It should also be based on the author's ideas, knowledge, and opinions.
3	Concept Development: Products supporting the description of a method or scheme for employing specified military capabilities in the achievement of a stated objective or aim. This description may range from broad to narrow. It may range from describing the employment of military forces in the broadest terms and at the highest levels to specifying the employment of a particular technology system or the application of a particular training system.
4	Capability Development: Products that contribute or support the development of NATO Common Funded capabilities, such as operational requirements analysis, development of Analysis of Alternative deliberations, CIS costs estimates and Capability Acceptance Activities.
5	Technical Trials: Products supporting the planning, design, execution and analysis of technical trials, leading to the delivery of first impression or formal reports with an emphasis on evidence-based findings. This includes reports from interoperability related trials.
6	Wargames: Products supporting the planning, design, execution and analysis of wargames, leading to the delivery of first impression or formal reports with an emphasis on evidence-based findings.
7	Experimentation: Products supporting the planning, design, execution and analysis of experiments, leading to the delivery of first impression or formal reports with an emphasis on evidence-based findings.
8	Business Process Modelling: Analyses of "as-is" business processes and performance/delivery of further analyses for determining and documenting improved "to-be" business processes.
9	Strategic Level Analytical Studies: Products that contribute to part or all of a strategic study.

10	Decision-Making Aids: Products that contribute to part or all of quantitative or qualitative decision-making tools.
11	Event Facilitation: Products and activities that contribute to part or all key events (e.g. event support, conference administration etc.).

Deliverables Summary

28. Deliverables are due as per the specific Task Order for each deliverable/set of deliverables, unless the COTR specifies otherwise. Deliverables shall provide information required by this SOW and amplified in the specific individual deliverable Task Order. Deliverables shall be complete, stand-alone, and provide the necessary products described in respective Task Order paragraphs. Deliverables shall be submitted and exchanged electronically, in Microsoft® Office product suite. The COTR may specify alternative or additional formats or copies. The contractor shall provide deliverables on the date due as an electronic file and hard copy draft that will be finalized after client review.

29. HQ SACT will endeavour to review, accept, or comment on the draft deliverable within 20 working days.

30. After HQ SACT reviews and comments on the deliverable, the contractor shall incorporate HQ SACT input and submit change pages into the final electronic deliverable within 7 working days from the receipt of the comments, unless this timescale is extended by the COTR (such as in cases where further consultation is in the HQ's best interest).

31. The Contractor shall analyse and identify issues, and formulate and provide courses of action for issue resolution. In performing this SOW, the Contractor will be required to deliver products into HQ SACT's management structure. Although the COTR is based within the OPEX Branch, the Contractor will be developing and delivering products that support the requirements of a broad cross-section of branches, divisions, and directorates. Furthermore, the Contractor will be required to interact effectively with Allied Command Operations (ACO), subordinate commands, Nations, and NATO agencies, including the NCI Agency and others as designated.

32. The Contractor shall be responsive to evolving requirements that may necessitate adjusting the quality control measures. The Programme Manager (or authorized company representative), COTR, Deputy COTRs and Contracting Officer shall address these changes in a formal review and reach agreement at intervals of not more than six months. All agreed changes will be incorporated by formal contract modification.

33. TACTICS II products shall contribute in part, not fully, to the overall progress/completion of a programme or project. In addition to the contributions made by the TACTICS II contractor, and NATO staff, HQ SACT reserves the right to obtain contractual support from sources *other than TACTICS II* where to do so is in the best interests of the Alliance. If required and deemed appropriate to provide a satisfactory deliverable, the Contractor may be required to collaborate with other contractors.

Dispersed and Standardized Contract Management

34. The TACTICS II contract may be employed by PE staff from across SACT's organization as well as by selected elements of wider NATO. In all cases the HQ SACT Purchasing & Contracting (P&C) Officers remain the contracting authority. Each Task Order will identify the COTR (a single COTR with overview of the whole contract business area), and a Deputy COTR (one or more Deputy COTRs accountable for the daily management of the work and deliverables contained within the individual Task Order). The COTR and all Deputy COTRs will operate the contract to a single set of procedures.

These procedures, which will be directed by HQ SACT P&C, including a single process for planning and executing contractor services and travel (Annex C refers).

Sections

35. The requirements for Contractors' responses to this SOW are described in Section One. Section Two addresses on-site and off-site support. Contract management is addressed in Section Three, and Terms & Conditions are detailed in Section Four.

Annexes:

- A. Quality Control Measures for Contractor Project Management of Deliverables.
- B. Evaluation Criteria and Checklist
- C. COTR and DCOTR Standardized Contract Management Procedures

SECTION ONE

Company Response to the SOW

Introduction

1. This section provides the requirements to be met in Contractor companies' responses to this SOW. The Evaluation Criteria and Checklist (Annex B) refers. Responses shall be in six divisions as follows:

- a) Review of Company Experience;
- b) Citations of Past Performance;
- c) Company Access to Expertise and Reachback Capability;
- d) Quality Assurance Plan;
- e) Proposed Plan for Providing Integrated Product Delivery;
- f) Response to Questions and Tasks;
- g) Price.

Response Part 1 - Company Experience and Citations of Past Experience

2. Contractor companies shall submit papers of no more than 12 pages (single-spaced) text, describing in detail their expertise and past experience in developing and delivering products outlined in this SOW. A clear understanding of ACT's activities is essential.

3. As NATO is an organization of 30 sovereign Nations, there is a requirement for the successful contractor company to have experience and a proven track record in multinational work, in particular within NATO. Contractor responses must include their past experiences with NATO, an overview of their activities in NATO nations, and describe how they are positioned to (1) readily integrate contractor deliverables in a multinational team effort among ACT's military and NATO International Civilian components; (2) leverage industrial partners to complement NATO's military network, thereby helping to ensure that ACT has access to a powerful suite of information, knowledge and understanding relevant to Alliance transformation.

4. Contractor companies shall cite at least two past performances based on contracts held within the last ten years that are of similar scope, magnitude, and complexity to the tasks, activities, and deliverables detailed in this SOW, or succinctly state that they have no relevant, directly related or similar past performance experience. Contractor companies shall show this relevant past and present experience in a manner that is directly traceable to the requirements of the SOW section for which they are bidding.

Response Part 2 – Ability to Meet or Exceed Quality Control Measures (QCM)

5. This SOW is for a wholly Deliverables-based contract in which labour categories do not apply. Instead, QCMs are used as building blocks, denoting the expertise of the work force that the Vendor would assemble and apply to task orders placed in this contract. This section assesses Vendors' understanding of the levels of experience and qualifications needed in the company personnel who may be assigned to meet each level of QCM. On contract award, the successful Vendor will be expected to employ the same benchmarking standards when meeting future requirements; this will be subject to validation throughout the life of the contract.

6. Vendors shall provide an example (CV/resume) of an employee who could fulfil the requirements of each of the QCM's. Note that it is assumed that all QCM's listed will be needed to each of the categories for which partial bidding is allowed. To be valid, a partial bid must include an example employee for all of the QCMs.

7. The baseline QCMs for Contractor Project Management of Deliverables are described at Annex A. The Contractor shall certify that all deliverables will be developed using the criteria established in the baseline QCMs.

Response Part 3 – Company Access to Expertise and Reachback Capability

8. Given the exploratory nature of much of the work undertaken by HQ SACT, resilience in the TACTICS II contractor company is essential. Reachback is intellectual support in-depth, providing accessible day-to-day expert assistance when necessary, by offering alternative approaches, advice and ideas based on relevant experience. Given the firm fixed price nature of this contract, each company shall describe how, at no additional cost, it will make reachback support available to its personnel who may need assistance with a complex challenge in developing a required deliverable. In the event that this would include Sub-Contractors, provide a sample of companies with which you have a current or previous prime/sub relationship.

Response Part 4 – Quality Assurance (QA) Plan

9. In order to ensure that HQ SACT receives the best value possible from the contractor, there is a need for a reliable QA process. Contractor companies shall prepare a paper of no more than five pages on their proposed QA plan to ensure that deliverables meet quality expectations. Considerations should include structure, process, continuity, reporting, risk management and overall project management.

Response Part 5 – Proposed Plan to Provide Work Package 1: Integrated Product Delivery

10. The Integrated Product Delivery (IPD) function (see paragraphs 10 & 11) will serve as the platform for the delivery of products, capabilities and best practices to HQ SACT. The IPD function will ensure the QA measures required to produce and deliver contracted deliverables in Work Package 2 at the acceptable standards identified in the individual Task Orders. In order for the contractor to be agile and responsive to emerging requirements for the development of deliverables, the Contractor's solution for providing IPD shall ensure the Contractor maintains awareness of HQ SACT's business domain. This domain awareness will enable the Contractor to be rapidly oriented to new requirements for deliverables, thereby shortening timescales between initial tasking and delivery. Contractor companies shall prepare a paper of no more than five pages on their proposed IPD plan.

Response Part 6 – Price with Basis of Estimate

11. Bids shall be assessed on meeting the foregoing response requirements to a technically acceptable standard, and on the price for QCMs to fulfil the requirements of this SOW for the base and option periods as defined. Bidders shall propose an hourly rate, for each of the QCMs for development of deliverables, to the standards specified in Annex A.

12. **Post Award Pricing.** A further price proposal review will be conducted with each individual deliverable ordered based upon this SOW, the relevant individual Task Order, and contractor Basis of Estimate (BOE) provided for analysis. ***QCM rates are to be used as a BOE allowing HQ SACT to make a Fair and Reasonable price determination.*** All deliverables are considered Firm Fixed Price and are expected to be invoiced at delivery or completion of established Milestones mutually agreed by HQ SACT and the Contractor.

SECTION TWO

Off-site and On-site Support

Management of Working Locations

1. Work of NATO UNCLASSIFIED or not classified nature, to develop deliverables, will be normally conducted at the Contractor's facilities. However, on occasions when close collaborative working with HQ SACT personnel is necessary, the Contractor may conduct work on-site at HQ SACT and other venues provided by HQ SACT. Work at a classification level of NATO RESTRICTED or higher will be conducted on-site at HQ SACT or at other secure venues provided by the HQ SACT.
2. On-site working space at HQ SACT is limited. As a result, the Contractor will be required to coordinate with the COTR for access to the available work spaces designated for contractor personnel. The purpose of this 'Hotel' system is to provide office space to contractor personnel on a temporary, as-needed, basis in order to make best use of the space and information technology available at HQ SACT. Due to the potential of split/multiple contract award, requests for use of this on-site working space should be coordinated through the COTR as soon as the requirement is identified and should be limited to the minimum time necessary to successfully produce the deliverable.

Furnished Materials

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

SECTION THREE

Contract Management

Points of Contact for Contractor Company

1. The Contractor company interface for direction and guidance will be the designated COTR. Management by the COTR will be complemented, at individual Deliverable-level, by those PE staff member(s) responsible for the particular programme or project to which the TACTICS II product(s) will contribute. The COTR shall resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW. The COTR can recommend to the Contracting Officer (who has final authority) that the contract/SOW be amended, extended, or cancelled due to evolving requirements, new tasking, and/or technical non-performance.

Contractor Invoices

2. The COTR shall review the Contractor's work on a monthly basis, as a minimum, or more often if needed. The COTR's written approval of deliverables accepted or agreed milestones achieved are mandatory for Contractor invoices to be successfully processed.

Physical Security

3. The following physical security points are relevant:

- a. **Personnel Clearances:** Contractor personnel shall be responsible for obtaining all needed security clearances prior to assigning personnel to develop deliverables on-site at HQ SACT or other NATO entities. All Contractors working on-site shall have a minimum of a SECRET security clearance (as issued by NATO or the respective national Department / Ministry of Defence (DoD / MoD). No clearance or waiver to this requirement shall be granted, and no Contractor shall be given access without having the needed clearance in place. The Contractor Company must certify that proposed candidates hold the appropriate clearance and can produce deliverables in accordance with the QCMs identified.
- b. **Security Conditions:** The Contractor must adhere to current security conditions at HQ SACT and other NATO provided work sites. Contractor personnel shall comply with all local host nation, NATO security provisions and other policies and procedures, as required.
- c. **Building, Installation Access:** The Contractors are fully responsible for ensuring that they have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT and US Naval Support Agency facilities. The Contractor Company shall submit requests for site access to SACT HQ, Attention Security Office, at 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.
- d. **Electronic Devices:** All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in the HQ SACT. The Contractor shall be responsible for satisfying the necessary clearance from the HQ SACT Security Office before bringing any such device into the HQ SACT work environment.

Security of Deliverables

4. The possible security classification of the majority of deliverables under this contract may range from NATO Unclassified through NATO SECRET. In limited cases, work may also be necessary at the NATO Top SECRET level. In such cases, the requirement to work at this higher level of classification will be described in the individual SOW for the specified deliverable.

Intellectual Property Rights (IPR)

5. Specific information germane to IPR is articulated in the General Terms and Conditions that support this contract. In every case, intellectual property, including inventions, discoveries, technical communications, processes, programs and records generated during the performance of duty under this contract shall remain the exclusive property of HQ SACT, unless otherwise specified or transferred to the contractor or a third party. This paragraph shall survive the termination of this contract.

Releasability and Export Control

6. NATO nations have regulations and laws applying to the export of defence related goods by domestic commercial sources to outside entities (such as NATO). Contractor agrees not to disclose or export, either directly or indirectly, any technology or information, or the direct product thereof, acquired by it pursuant to this contract to any destination, person, or entity, if such disclosure or export is prohibited by the laws and regulations of any NATO member state, including the United States of America. This paragraph shall survive the termination of this contract.

Contractor Company Routine Reporting

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

a) Contract Delivery Report: A summary of work completed during the reporting period:

- a. Tasking, deliverables or milestones met for the reporting month.
- b. Interim tasking, deliverables or milestones met for the reporting month.
- c. Contract Activity Forecast Report: A summary of Tasking, deliverables or milestones (work in-progress and finalised work) forecast to be met for the coming month.

b) Current or anticipated problems/deficiencies and recommended solutions.

8. 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.

Additional Contractor Requirements

9. The designated COTR shall identify missing, erroneous, or unneeded requirements and tasking. The Contractor company is expected to be organised to maintain contact with the COTR while working closely with other HQ SACT/NATO PE staff members so that common understanding and shared situational awareness are achieved and maintained. Consequently,

the Contractor company is expected to promptly address any identified problem or deficiency, providing the COTR with information on how the problem shall be corrected and any impact to on-going work mitigated.

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 receive 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 of 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.

NATO UNCLASSIFIED

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.

QUALITY CONTROL MEASURES FOR CONTRACTOR PROJECT MANAGEMENT OF DELIVERABLES

Introduction

1. This contract is Deliverables-based. As such, HQ SACT seeks to ensure the basis of quality control by providing guidance on benchmark standards expected of the Contractor in the development and delivery of products. The guidance given below, in the form of quality control project management measures, is intended to help ensure a common understanding of the principal, executive, senior and expert level of the work to be carried out in developing and delivering products, and to contribute to meeting the quality assurance expectations of HQ SACT.

Use of the Full Spectrum of Quality Control Measures

2. This guidance will be employed by HQ SACT as a reference and compliance tool in assessing the accuracy of the Contractor's Basis of Estimate (BOE). A BOE will be a contract pre-requisite to accompany the price proposal for contract award consideration and subsequently for price proposals for products ordered in Work Package 2. While it is anticipated that the various Quality Control Measures (QCMs) will be priced according to their relative levels of complexity, HQ SACT will, throughout the life of the contract, expect to see the full array of QCMs employed. In reviewing BOEs, HQ SACT will expect to see evidence that the most economical and efficient use of QCMs is intended by the Contractor.

3. New requirements may warrant development of further QCMs to enable the fulfilment of deliverables. In such cases, the new measure(s) shall be developed and agreed by the Contractor, the COTR and the Contracts Officer, and incorporated by formal contract modification.

General Measures

4. All work on the development of TACTICS II Contracts deliverables is expected to require, as a minimum, the following:
- a. Develop and deliver products in the English language.
 - b. Develop and deliver products through Standard Automated Data Processing (ADP), Word Processing, Spreadsheets, Graphics presentations and Databases.
 - c. Capable of supporting temporary overseas travel, primarily to NATO and PfP nations.

Benchmark Measures

5. **Principal level Quality Control Measures:** Strategy contributions, informed by global trends and proven forecasting across public and private sectors. Facilitation of capstone events, employing acknowledged expertise, experiences, and successful strategies to develop innovative or novel approaches to NATO problem sets, in order to stimulate debate at the political/military nexus. Enable game-changing developments in another sphere to be appreciated as applicable to the Alliance's environment. Requires engaging successfully with senior leaders at the highest levels, including NATO's Military Committee.

6. **Executive level Quality Control Measures:** Ensure the successful development and delivery of high quality products on time. Successful delivery will result from the provision of multiple elements of expertise required across a variety of competencies and the ability to fuse the output from each competency into high quality products. Collecting, synthesizing, and analysing multiple source information to produce coherent reports with strategic relevance and value. Requires engaging successfully with senior staff and at MSc/MA level and higher. Prepare products for seminars, study groups and conferences, and interface effectively with executive decision-makers. Contribute to complex enterprises in multi-faceted environments.
7. **Senior level Quality Control Measures:** Major contributions in complex, multifaceted programmes and projects, concepts, trials and experimentation campaigns, programmes and project(s). Collaborative concept drafting, trial planning, experiment design, defining objectives and priorities, evaluating performance, resolving problems, establishing quality control procedures, and coordinating with diverse stakeholders. Requires engaging at MSc/MA level and higher and among multinational participants. Concept writing. Experimentation theory, design, and application. Planning, scheduling and coordinating technical trials or experimentation activities. Originating innovative trials/experimentation schemes. Development of analytical test plans and procedures. Multinational Joint planning processes.
8. **Expert level Quality Control Measures:** Initiatives in the development of products including: studies, designs, execution planning, team-enabled data collection, data analysis, and reports. Large scale literature reviews and research efforts. Development of cogent analytical approaches to complex subjects. Requires engaging at BSc/BA level and higher, in task-dependent disciplines including science, engineering, communication, writing, journalism and critical thinking. Facilitating and presenting evidence-based, cogent results to senior-level decision-makers. Ability to organize and utilize a number of different techniques (e.g. storyboarding, table top exercises, workshops, and prototyping) to socially elaborate operational user requirements. Further, using operational analysis methods, documents the operational user requirements in standardized formats to enable transition to functional requirements. Ability to conduct the as is operational processes analysis, combined with known gaps and feasible mechanisms in order to provide an as-is business process documentation. The development of plans that will take policy, directive, gap analysis and user inputs to create an integrated implementation plan with the appropriate actors, due dates, product descriptions and oversight responsibilities.

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ANNEX B TO
IFIB-ACT-SACT-21-02

Evaluation Criteria and Checklist

Within this evaluation checklist, points will be given for each of the evaluation factors as indicated in the value range. If a response is evaluated as being non-compliant, the entire response will not be considered for further evaluation.

This SOW is for a wholly Deliverables-based contract in which labour categories do not apply. Instead, QCMs are used as building blocks, denoting the expertise of the work force that the Vendor would assemble and apply to Task Orders placed in this contract. Response Part 2 assesses Vendors' understanding of the levels of experience and qualifications needed in the company personnel assigned to meet each level of QCM. On contract award, the successful Vendor will be expected to employ the same benchmarking standards when meeting future requirements; this will be subject to validation, with each Proposal from the Contractor in response to each Task Order, throughout the life of the contract.

Response Part 1 - Company Experience and Citations of Past Performance			
Ser	Evaluation Factor	Value Range	Score (100 possible)
1	Submitted a paper not to exceed 12 pages outlining company expertise.	0 Did not submit paper 1 Submitted paper greater than 12 pages 2 Submitted paper 12 pages or less	
2	Demonstrates general knowledge of NATO and a clear understanding of ACT's activities.	0 No knowledge of NATO 1 Some knowledge of NATO through third parties 2 Some knowledge of NATO but no knowledge of ACT's activities 3 Some knowledge of NATO and ACT's activities 4 Knowledgeable of NATO and ACT's activities 5 Extensive knowledge of NATO and ACT's activities	
3	Demonstrates experience of working successfully with major multinational organisations.	0 No experience 1 One to two years of experience 2 Three to five years of experience 3 Five or more years of experience	

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4	Company background shows experience and expertise in appropriate areas	0 No experience in appropriate areas 1 Limited experience in appropriate areas 2 Moderate experience in appropriate areas 3 Good experience in appropriate areas 4 Very good experience in appropriate areas 5 Vast experience in appropriate areas	
5	Demonstrates past successful development and delivery of Deliverables (Table 2), traceable to the Demonstrated Competencies (Table 1) to which the bid refers.	0 Demonstrates no traceable developments and deliveries 1 Valid response, but without substantive evidence 2 Valid and well-documented response, with evidential references, to the competency/competencies	
6	Cited at least two past performance references based on contracts held within the last ten years that are of similar scope, magnitude, and complexity to the Deliverables detailed in this SOW, and the specific areas of the bid, that were successfully completed during the past five years	0 List submitted, but does not include useable references 1 References responded favorably 2 References responded very favorably	
7	Company experience indicates that contractor can meet ACT needs based on past performance	0 Unlikely that contractor can meet ACT needs based on past performance 1 Contractor may not meet ACT needs based on past performance 2 Contractor may meet ACT needs based on past performance 3 Contractor can meet ACT needs based on past performance 4 No doubt that contractor can meet ACT needs based on past performance	
Response Part 2 – Ability to Meet or Exceed Quality Control Measures			
8	Principal level Quality Control Measures	0 No resume submitted and/or candidate does not meet 100% of requirement (Non-compliant) 10 Candidate meets 100% of requirements 16 Candidate exceeds requirements	
9	Executive level Quality Control Measures	0 No resume submitted and/or candidate does not meet 100% of requirement (Non-compliant) 10 Candidate meets 100% of requirements 16 Candidate exceeds requirements	

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10	Senior level Quality Control Measures	0 No resume submitted and/or candidate does not meet 100% of requirement (Non-compliant) 10 Candidate meets 100% of requirements 16 Candidate exceeds requirements	
11	Senior Expert-level Quality Control Measures	0 No resume submitted and/or candidate does not meet 100% of requirement (Non-compliant) 10 Candidate meets 100% of requirements 16 Candidate exceeds requirements	
Response Part 3 – Access to Expertise & Reachback			
12	Answers Reachback explanation questions posed in SOW	0 Does not answer questions 1 Adequately answers questions 2 Provides excellent answers to the questions posed	
13	Indicates Reachback is NOT a cost plus item	0 Cost plus 1 Not cost plus	
Response Part 4 – Quality Assurance Plan			
14	Submitted a quality assurance plan not exceeding 5 pages.	0 Did not submit quality assurance plan 1 Quality assurance plan considered weak 2 Quality assurance plan considered adequate 3 Quality assurance plan considered good 4 Quality assurance plan considered very good 5 Quality assurance plan considered excellent	
Response Part 5 – Plan to Provide Integrated Product Delivery			
15	Submitted a plan for Integrated Product Delivery (IPD)	0 Did not submit IPD plan 1 IPD plan addresses satisfactorily 1 factor (para 11 a-e) 2 IPD plan addresses satisfactorily 2 factors (para 11 a-e) 3 IPD plan addresses satisfactorily 3 factors (para 11 a-e) 4 IPD plan addresses satisfactorily 4 factors (para 11 a-e) 5 IPD plan addresses satisfactorily 5 factors (para 11 a-e)	
	Total		