



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

Description of Acquisition

Part 1 Bidding Instructions

IFIB-ACT-SACT-18-01

Amendment #1

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

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

“The company to whom an award is made pursuant to this IFB shall be excluded from award of future contracts for hardware or software implementation, let by other NATO commands or agencies, germane to capabilities included within CP130 (Satellite Communication Transmission Services).

This exclusion clause shall also apply to any parent companies or subsidiaries of the Contractor of subsidiaries, and to individual employees of the company awarded a contract under this IFB. This exclusion clause also shall apply to any company employing personnel who performed on the contract for a different employer as a result of the award pursuant to this IFB.

This exclusion clause shall not apply to a company (parent or subsidiary) if the company provides proof they operate as a separate legal entity in a completely distinguishable and different business domain from that of the instant contract, that the company has established sufficient safeguards and firewalls to prevent information and data gained as a result of performance on the instant contract from being transferred to the other company, and that the company has established sufficient safeguards and firewalls to ensure employees performing on the instant contract do not also perform on subsequent contracts in circumstances where information or data learned as a result of performance on the instant contract can be applied to the follow-on contract for the purpose of gaining competitive advantage. Proof as mentioned above may consist of: company’s structure, roles and responsibilities within structure, business domain, ownership and control, information safeguards and firewalls, nondisclosure agreements, submission to audits, and other proof that will fulfil the purpose of the exclusion clause.

The Contractor shall include the language of this clause in any subcontract/contract issued for the purpose of the fulfilment or the obligations contracted under this contract, including individual employment contracts, and shall furnish proof to the Contracting Officer of compliance.

This exclusion clause shall remain valid for a period of three years after contract completion and full performance. Non-compliance with terms of the exclusion clause may constitute sufficient grounds for termination for cause of the contract.”

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PART 1 BIDDING INSTRUCTIONS

1. General

This is a Firm Fixed Price Level of Effort contract in accordance the General and Special Terms and Conditions; **Contract Award is contingent upon funding availability; Partial bidding is not allowed.**

2. Classification

This IFIB is a NATO UNCLASSIFIED document.

3. Definitions

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

4. Eligibility

This IFIB is open to companies:

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

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- (b) Working in the required field of study and legally authorised to operate in the United States of America, at the time of bidding.
- (c) Has performed the desired past performance including size, cost and scope, as described in this IFIB.

5. Duration of Contract

- (a) The contract awarded shall be effective upon date of award.
- (b) Period of Performance: Base Period is on or about **1 JULY 2018 – 30 JUNE 2020**.

6. Exemption of Taxes

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

7. Amendment or Cancellation

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

8. Bidder Clarifications

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

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.

- (b) In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than **20 APRIL 2018, 1300 hours Eastern Standard Time, Norfolk, Virginia, USA.**
- (c) Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link: <http://www.act.nato.int/contracting-procurements> as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

9. Bid closing date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **7 May 2018, 1300 hours, Eastern Standard Time, Norfolk, Virginia, USA.** No bids shall be accepted after this time and date.

10. Bid Validity

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

11. Content of Proposal

The proposal shall consist of 5 copies of the following minimum paper documents (Clipped - no spiral or plastic binding please): Additionally electronic copies (e-mailed PDF version) of the documents are required no later than **7 May 2018, 1300 hours, Eastern Standard Time, Norfolk, Virginia, USA.**

A table of contents for the entire proposal (Checklist provided as Enclosure #1)

- (a) The bidder's full name address, Point of Contacts, Telephone, Fax number and Internet site, (See Enclosure #2);
- (b) Compliance statement (See Enclosure #3);
- (c) Provision of administrative, financial and technical volumes
- (d) Compliance criteria, (See Annex A to Statement of Work).
- (e) Past performance (See Enclosure #4)
- (f) Company price proposal (Enclosure #5)

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12. Proposal Submission

- (a) Proposals shall be submitted in a single package containing two volumes, Technical volume and Price volume, each separately sealed. The single package shall be clearly marked with the mailing label, citing the IFIB Solicitation reference number, (See Enclosure #3). Within the single package shall be the Technical and Price volumes, separately packaged and identified.
- (b) An electronic copy of the proposal, not to include the Price volume is required to the assigned Contracting Officer, prior to the established bid closing date via E-mail PDF document.
- (c) Proposal packages may be delivered by mail, courier or hand carried prior to the established deadline.
- (d) Proposal packages must be delivered to the HQ SACT via a verifiable method or be handed to a member of the BUDFIN/Purchasing staff, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording.
- (e) **Price proposals shall be in U.S. Dollar currency.** Contractor may request payment post award in alternate currency based on agreed conversion rate.
- (f) Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.
- (g) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- (h) No oral bids or oral modifications or telephonic bids shall be considered.
- (i) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. Late Proposals

- (a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches HQ SACT prior to the established closing date and time. All late bids shall be returned to the offering company unopened. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of NATO staff negligence (mishandling) shall the bid be considered.
- (b) A delay in a commercial courier service does not constitute a delay by NATO or government channels.

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14. Bid Withdrawal

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

15. Bid Evaluation

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

16. Proposal Clarifications

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

17. Award

HQ SACT intends to award a firm fixed price contract to the Offeror whose proposal(s) represents the lowest priced technically compliant offer.

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

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

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18. Communications

All communication related to this IFIB, between a prospective bidder and HQ SACT shall only be through the nominated HQ SACT Contracting Officer. Designated contracting staff shall assist the HQ SACT Contracting Officer in the administrative process. There shall be no contact with other HQ SACT personnel in regards to this IFIB. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.

19. Point of Contact is:

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

or

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-18-01
ATTN: Catherine Giglio
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

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Enclosure 1

PROPOSAL CONTENT / CHECKLIST

Table of Contents

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

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Enclosure 2

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

**SEALED BID TO IFIB-ACT-SACT-18-01
(To be opened by Contract Awards Committee (CAC Only))**

Sender: _____

**HQ SACT
IFIB-ACT-SACT-18-01
Attn: Catherine Giglio
7857 Blandy Road, Suite 100,
Norfolk, VA 23551-2490
U.S.A**

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Enclosure 4

PAST PERFORMANCE INFORMATION FORM

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

Name/Signature of Authorized Company Official

IFIB-ACT-SACT-18-01

Enclosure 5

IFIB-ACT-SACT-18-01 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
7857 Blandy Road, Suite 100
Norfolk, VA 23551

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

Authorizing Company Official:

Printed _____ Name: _____
Position: _____
Title: _____

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

Company name Witness Official:

Printed _____ Name: _____
Position: _____
Title: _____

Witness Signature: _____, Date _____

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Proposed rates must be fully “loaded” [G&A, O/H etc.], however they must not include per diem (meals & lodging) and travel. Travel (and related expenses) will not be covered under this contract, but handled separately in accordance with the ACT Financial Manual.

SUBJECT: IFIB-ACT-SACT-18-01 Sealed Bid Price Proposal

Please find on behalf of **Insert: Company Name** to provide HQ SACT with services (collectively referred as “ITEMS”), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-18-01 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Service Area	Base Period (on or about) 01 JULY 2018 – 30 JUNE 2020	
HQ SACT	Hourly Rate:	Total Base Period Cost (hourly * 3600)
Contractor 1 – Lead/ Senior Engineer – Lifecycle Manager / Norfolk, USA	\$	\$
Contractor 2 – SATCOM Requirements and Architecture Analyst / Norfolk, USA	\$	\$
Contractor 3 – Systems Engineer and Project Analyst / Norfolk, USA	\$	\$
	Total Contract Value	\$

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IFIB-ACT-SACT-18-01

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 _____

Enclosure 6

A. STATEMENT OF WORK (SoW)

FOR

**“PROVIDE CONTRACTOR SUPPORT FOR THE SATELLITE
COMMUNICATIONS (SATCOM) PROGRAMME
MANAGEMENT OFFICE (PMO)”**

CAPABILITY PACKAGE CP9A0130

PROJECT 2016/0CM03128-00

**VERSION 1.4
AMENDED**

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SoW for SATCOM PMO

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REFERENCES

- A. AC/4A(2017)0028, dated 14 Dec 17.
- B. AC/335-D(2015)0007-REV3 – Capability Package 9A0130 “Satellite Communication (SATCOM) Transmission Services” - Joint Staff Screening Report, 08 December 2015
- C. AC/4(PP)M(2016)0066 (INV) – Capability Package 9A0130 SATCOM Transmissions Services Capability Package Implementation Plan (PIP), dated 14 July 2016.
- D. 8010/TSC MFX 0140/TT-171022/Ser:NU0680 – Submission of Type ‘B’ Cost Estimate (TBCE) and request for First Stage Authorisation, Project 2016/OCM03128, Provide Contractor Support for the SATCOM Project Management Office, 14 September 2017.
- E. [Bi-SC AIS PMO Terms of Reference](#), dated 1 Feb 16.
- F. [Notice of Intent for IFB SATCOM PMO](#), dated 6 December 2017.

1. Introduction

1.1. Purpose

The purpose of this Statement of Work (SoW) is to describe the scope of the contracted services required within CP 9A0130 Project OCM03128 as authorised at Reference A. The contracted services represented within this scope shall principally serve the SATCOM project management requirement, but shall also complement and enhance the overall Bi-SC Programme Management Office (PMO) capability.

The purpose of a PMO (of any description) is to underpin the delivery of its component projects and programmes. It does so by providing supporting services to assist those accountable to deliver the outputs and outcomes within their specific cost, schedule and requirement parameters. The nature of those supporting PMO activities are adapted for the context of the organization, but ultimately serves a common goal: to improve the effective and efficient delivery of capability and achieve benefits realization. The value of a PMO service is proportional to the cost and complexities of the programme; it mitigates delivery risk across the lifecycle of a programme and underpins its success. The PMO represents a small proportion of the overall capital investment for the capability, however it provides a means through which delivery can be better assured against its approved cost, schedule and requirement parameters.

Thus, the delivery of contracted services is to improve the quality, timelines, cost-effectiveness and delivery of the future NATO SATCOM capability. The contracted services will provide support and integration to the numerous capability lifecycle management functions and with the necessary grasp of the technical nuances of the SATCOM capability in order to deliver a comprehensive and integrated project management service to the Strategic Commands (SCs).

1.2. Scope

This contract shall provide a Firm Fixed-Price award with a 24-month base period as a Level of Effort contract (with no options).

SATCOM contractors will coexist alongside related PMO assets (currently provided by the AIS PMO) in a virtual Consultation, Command and Control (C3) PMO entity, supporting the broader NATO C3 portfolio. Collectively, these assets will support the NATO CIS (Communication Information Systems) Programme as a component of related systems and services, programed across the specific Capability Packages (CPs) that supports the operational and administrative processes of NATO Commands in static and deployed environments.

The purpose of the SATCOM PMO is primarily to provide specialist SATCOM Project, Programme and Portfolio Management (P3M) skillsets that will deliver a range of services to support the delivery of the SATCOM capability. This resource will, in turn, enhance overall cohesion and delivery of PMO functions within the SCs to better support the delivery of C3 capabilities. This contract therefore addresses both capacity and technical shortfalls within the SCs to satisfactorily deliver a required PMO function for SATCOM.

Whilst the project will support the full lifecycle and DOTMLPFI¹ components of the SATCOM capability, priority will likely be afforded to specific projects within CP9A0130 that are being prepared for, or are under, Implementation.

The scope of the contracted services is to provide project and programme management skillsets for CP 9A0130 that will augment and assure the delivery of NATO CIS and its dependant CPs. This shall include all aspects of SATCOM Space and Ground segments and SATCOM services as detailed by the approving CP and to ensure coherence between the Space and Ground domains. Specifically:

- (a) **Manage capability requirements.** Providing traceability and verification of requirements across CP 9A0130 and its dependant CPs, ensuring coherence with related (inter) dependencies appropriately considered across the lifecycle and the C3 enterprise architecture.
- (b) **Manage project schedule.** Ensuring transparency and accuracy of reporting during Implementation, exploiting Information Knowledge Management to ensure greater understanding of project health.
- (c) **Manage project costs.** Implement the process of collecting, interpreting and analysing financial data by applying quantitative tools and techniques to predict future resources that will be required in any lifecycle stage of a given capability, highlighting performance (risks and discrepancies) as required to the C3 decision makers.
- (d) **Manage project interdependencies.** Coordinating and having an awareness of interdependencies of this and other CPs which support the delivery of NATO CIS are managed collectively. Promoting interoperability for improved programme coherence and situational awareness with affected stakeholders.
- (e) **Manage change control.** Implement a controlled change control process – with impacts appropriately assessed and communicated - where approved schedule, cost and requirement parameters are or expect to exceed those approved project parameters.

¹ Doctrine, Organisation, Training, Materiel, Leadership, Personnel, Facilities, Interoperability

- (f) **Provide communications and reporting.** Communicate key project health parameters such as forecasts, expenditures, risks and progress to the affected stakeholder group.
- (g) **Lifecycle management.** Supplement the Peacetime Establishment (PE) with the necessary expertise to ensure the coherent delivery of Common-Funded capability throughout the lifecycle and in concert with its component DOTMLPFI parts.
- (h) **Enhance NATO enterprise and federated working.** Ensuring the benefits of enterprise and federated working are fully exploited to encourage improved delivery of SATCOM capability.

1.3. Customer Base for the PMO

The NATO Command Structure is the principal portion of the customer base in its static and deployed facilities for CIS (for which SATCOM is a component). In line with the Federated Mission Networking (FMN) requirements, SATCOM service and capability architecture will support the interoperability and federation through the use of common or compatible technical solutions. Thus, the inclusion of projects that provide services to NATO Force Structure help contribute to the implementation of a more comprehensive approach.

1.4. Bi-SC CIS Programme Management Framework

The development, implementation and delivery of CIS services in NATO follows a process that is split between management areas each broken down in stages or phases with assigned management authorities for each phase/stage. Given the complexity of both the process and the responsible bodies, coupled with the need to transition between phases/stages, there is a considerable challenge to deliver the right service on time and within budget to the operational user.

The range of activities and the stages of the lifecycle of C3 Capabilities and Information and Communication Technology (ICT) services are managed by different authorities:

- (a) ACT (HQ SACT) - as Transformation Authority (TA)
- (b) ACO (SHAPE) – as Operational Authority (OA)
- (c) NCI Agency – as Implementation and Service Provisioning Authority (IA/SPA)

Ensuring the clear definition of requirements and the coherence of the development, implementation and acceptance of SATCOM is a shared endeavour between the two SCs (TA and OA - the Customer) and the NCI Agency (IA/SPA - the Supplier). Particularly, for the delivery of Common Funded CIS capabilities, there is a need to maintain a clear separation between the SCs who define and interpret requirements and operational acceptance criteria and those who implement programmes to meet the identified requirements - such as the NCI Agency as Host Nation (HN). In order to provide continuity, coherence and improved capability management throughout the lifecycle of projects and programmes the SATCOM PMO – in concert with the extant AIS PMO – will be established. The addition of SATCOM services will provide support for its component projects across its DOTMLPFI lines of development in order to guide implementation, maintain corporate knowledge, identify dependencies, sequence activities, mitigate risks and orchestrate the interconnected capability lifecycles.

The provision of SATCOM PMO services (and indeed those from the AIS PMO) therefore provide the SCs with a means in which to assist them in discharging their responsibilities during the lifecycle of large and complex programmes. Neither entity should be mistaken for the programme or equivalent structures contained within the implementation agencies; it is the intelligent customer role that is being provided to the supported common-funded capability areas within a defined scope. To provide continuity, coherence and traceability across the capability lifecycle, SATCOM contractors will have a supporting role in activities related to all lifecycle stages and decision gates of the SATCOM capability and across the NATO C3 enterprise (ACO, ACT and NCIA).

- (a) The main responsibility of the TA is to provide C3 strategic planning and to define, develop and evolve C3 capabilities, systems and services, including: specifying capability, systems and future service requirements; evolution planning; capability package development; programming for NSIP elements; and oversight of lifecycle management;**
- (b) The main responsibilities of the OA are to: specify near-term operational needs and to identify current shortfalls; accept C3 capabilities, systems and services for operational usage (including budgeting for military budget (MB) elements); request changes to existing SLAs or new SLAs for new delivered services; undertake CIS planning in support of operations & exercises; direct, control and coordinate C3 for operations & exercises; and to conduct operational evaluation of obsolete or superfluous capabilities, systems and services**

with a view to disposal.

The SATCOM PMO will interface with its counterparts in the NCI Agency, for which a Programme Management and Integration Capability (PMIC) currently provides a means to collaborate and share information. The PMIC is the supplier counterpart of the PMO. The PMIC area of responsibility is limited to the Implementation phase, whereas the PMO has responsibilities for the entire capability lifecycle and goes beyond the delivery of the Materiel component for which the Agency is responsible. Accordingly, regular and appropriate interface will be required to promote the successful delivery of the SATCOM capability.

From a funding perspective, the services funded via NATO Security Investment Programme (NSIP) cover the activities related to implementation and transitions. The contracted services for activities related to concept development, capability definition or capability usage are covered under the Programme of Work and Service Level Agreements (SLAs), funded from SCs budget.

1.5.Task Overview

The PMO (referred herein as a collective term for all related Bi-SC PMO assets) will provide support to the SCs for a range of P3M services in a collaborative environment to specified CPs. These services will be provided, in part, by contracted services for which SATCOM assets represent one such source of expertise. This resource shall not execute the Programme of Work of the individual projects, rather they shall operate in a supporting manner such that the SATCOM project management functions are performed in a coherent manner which augments the delivery and development of NATO CIS. The areas of responsibilities for the SATCOM PMO have been derived from the following sources:

- (a) The project scope in the Joint Staff Screening Report (JSSR) and PIP (Reference A);**
- (b) The roles and responsibilities as described in the AIS PMO TORs (Reference D).**

The nature of contractor services will follow a matrix arrangement as operated in the AIS PMO whereby contractors will assume technical responsibility within their specialist field (in this case SATCOM), but also cross-cutting lifecycle management responsibilities that enable the through-lifecycle support in order to enhance the coherence of related C3 capabilities at the programme

level. Details for tasks for contracted services are shown in Section 3.

The lifecycle will broadly follow 3 phases:

(a) **Transition to Implementation.** The SATCOM PMO must be able to provide management in support of the dynamic operational environment based on mission threads and mindful of a service oriented approach and DOTMLPFI components. Fulfilling a mission thread requires a perspective larger than that of projects, particular systems or capabilities. Consequently the approach for requirement management is a cross-domain, iterative and continuous model. The main activities relating to requirements management and quality management are requirement traceability and requirements maturity check. The traceability from capability to project technical requirements will be based on technical and operational architectures. There are linkages, interdependencies and feedbacks that are identified and communicated through project and programme analysis and programme governance. From the outset, the SATCOM PMO needs to enhance its visibility of lifecycle costings, Information Knowledge Management and Interoperability.

(b) **During Implementation.** The SATCOM PMO must be able to provide management and technical services in support of change management of projects (strategic programmatic overview) and identify and harmonize interdependencies. It will provide programmatic support services to CP teams and the C3 Command Group Substructure by focusing on monitoring project implementation activities, schedules, risks and issues, requirements and operational acceptance criteria, supporting the transitions between TA, IA and OA (harmonised situational awareness on the project status). This also includes visibility, and traceability of changes, particularly where there may be a direct or indirect operational impact as a consequence of the change. The PMO will serve as an information hub for the Bi-SCs in these areas and facilitating stakeholder communication for more effective and coherent project implementation. This service will help create a programmatic assessment of all projects and deliverables within its portfolio.

(c) **Transition to Service.** The SATCOM PMO must be able to provide management and technical services for transition management, verification and validation, Operational Acceptance execution (Fit for Purpose), business change and operational risk. These activities will be conducted in close collaboration with PMIC. The V&V activities will be based on test scenarios, test plans and test cases developed using a DOTMLPFI approach. The SATCOM PMO will improve the formal acceptance processes with the implementation of an operational acceptance functionality, (overview over V2, OT&E Planning,

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DOTMLPFI, affordability, report on acceptance, quality and completeness, requirements fulfilment check). There are linkages, interdependencies and feedbacks that are identified at the transition to service which are harmonised, synchronised and aligned with the programme governance and business change.

Fig. 1 – Through Lifecycle Management (TLCM): a capability approach to PMO output.

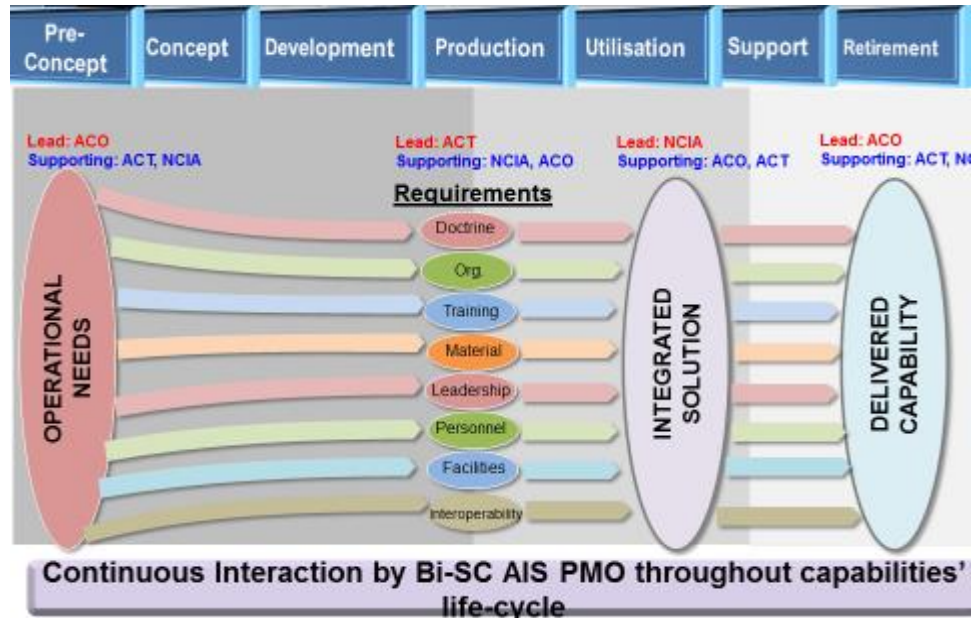
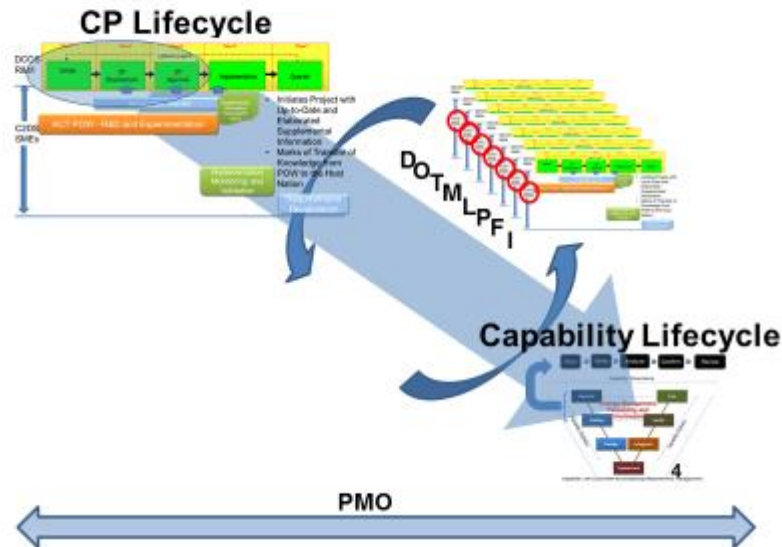


Fig. 2 – Through Lifecycle Management (TLCM): PMO output cross-cutting across DOTMLPFI components through a capability lifecycle.



1.6. Functional Overview

The SATCOM PMO will manage, from a customer perspective, the coherent delivery of the SATCOM capability. The primary tasks include:

- (a) Developing, populating and maintaining a toolset to conduct supporting P3M activities;
- (b) Verifying and assessing the programme interdependencies, in order to ensure a logical sequence and coherence of delivery. This will also provide the consequential impacts to other CPs from changes to any project within the C3 portfolio;
- (c) Support a through lifecycle requirements traceability process to ensure that the delivery of capability matches the user requirement in accordance with customer/user approved changes;
- (d) Reporting the progress and performance of the implementation of specified Common-Funded activity to key Bi-SC and C3 CG decision-makers and coordinating bodies.
- (e) Provide DOTMLPFI analysis and their supporting/supported CPs.

The SATCOM PMO will not duplicate existing programme execution activities in ACT/ACO, nor does it substitute the roles of Action Officers such as the Capability Coordinators (CAPCOs), Operational Coordination Officer (OCO), the programme managers or other Subject Matter Experts (SMEs). Rather, it shall ensure and assure that the P3M functions are addressed in a coherent

manner across the SATCOM project and are complimentary to the C3 portfolio needs.

In addition, the SATCOM PMO should not be mistaken for the tools made available to NATO CIS Agencies to discharge their responsibilities in coordinating the implementation of programmes made up of various major projects or when several Host Nations (HN) are involved. A collaborative approach, in keeping the NATO C3 enterprise and federated approach, shall be maintained, but it will not abdicate the HN responsibility to discharge their contractual obligations. The SATCOM PMO will provide the necessary oversight and governance of related P3M activity in a supporting role and provide an Intelligent Customer role to the SCs.

1.7.Lifecycle (TI/DI/TS) Functions

The following functions are required to fulfil the requirements of SATCOM programme management:

- (a) **Requirement Overview and Traceability.** The generation, documenting and tracing of user requirements, with appropriate technical scrutiny, over the entire lifecycle of the requirement from capability definition through capability realization and capability usage;
- (b) **Quality Assurance (QA).** The utilisation of a quality system that ensures the delivered capabilities are fit for purpose;
- (c) **Stakeholders Analysis and Communication.** Performing effective stakeholder analysis, and will in conjunction with strategic communication staff, develop appropriate communications plans (cross-functional) to its numerous stakeholders.
- (d) **Lessons Identified and Lessons Learned.** The analysis of the causes of successes and deficiencies keeping decision-makers informed (cross-functional) and making continual effort to improve the delivery of Common-Funded capability;
- (e) **Risk Management.** Support the SC in Management of Risk, and where required, support Risk Owners in developing their risk mitigation plans (cross-functional);
- (f) **Monitor Implementation / Programmatic Overview.** Maintain visibility of the implementation plans and status in order to coordinate proper sequencing and minimisation of disruption within the implementation phase. The PMO will support the stakeholders in realising the capability benefits;

- (g) **Change Management.** Support the process for identifying which elements of the capability should be put under change control and at what level within the SCs decisions must be made. Using extant Business Change Management (BCM) processes, this should include changes to requirements, acceptance criteria and project implementation related changes;
- (h) **Transition management.** Support the process for identifying the Acceptance Criteria and then will work with the capability community of Interest including the Agency to ensure these are tracked and satisfied assisting the transition to the user community;
- (i) **Verification and Validation.** Provide lifecycle support to ensure requirements are appropriately verified and then validated offering transparency and traceability to the operational need.
- (j) **Lifecycle Costing.** Provide the means and processes in which to monitor and report costs and variances between the approved schedule or costs and the actual accrued costs during the capability lifecycle.
- (k) **Information Knowledge Management (IKM).** Establish common and repeatable business practices from which project and programme information sources can be captured, interpreted and presented to the C3 decision makers.
- (l) **Interoperability.** Establish systematic and routine analysis and governance of related and inter-related project activity at the programme level, ensuring programme and requirement coherence and situational awareness is maintained against the capability and interoperability goals.

1.8. SATCOM PMO resourcing

This project will provide technical and management services exclusively through contractors. Its contractors shall be fully integrated within the Bi-SC AIS PMO manning structure in order to optimise the execution of Project 03128 and also maximize the synergies with related PMO activity.

The AIS PMO is composed from PE and contractors. The PE and contractor element of the AIS PMO are composed of eight core members respectively, distributed evenly between ACT and ACO. ACT is the lead SC and Host Nation (HN) for this project to which the SATCOM contractors shall report to the Head of the AIS PMO in his capacity as the Contracting Authority.

ACT, as Host Nation for Project 03128, will receive NSIP funding to contract services for predefined tasks and for limited duration, during the various stages of the implementation, to the benefit of the SATCOM capability.

1.9. Scope of Work for the contracted services

The SATCOM PMO competencies for contracted services will be focussed on management and technical services based primarily on following areas:

(a) Technical Services:

- (1) Requirements Management;**
- (2) Technical and operational architecture management;**
- (3) Verification, validation and operational acceptance management;**
- (4) Transition management.**
- (5) Interoperability**

(b) Management services:

- (1) Change management;**
- (2) Lifecycle management;**
- (3) Quality management;**
- (4) Business change management;**
- (5) Lessons identified;**
- (6) Risk and issue management.**
- (7) Lifecycle costing;**
- (8) Information Knowledge Management.**

1.10. Statement of Work Organisation

Section 1 of this Statement of Work (SoW) defines the general requirements and framework for technical and management services to be provided under this Contract. Section 2 defines the project management approach and the project management support requirements for the contracted services. Section 3 defines the requirements for the service areas that span the range of services to be provided under this contract. Section 4 defines the Schedule of Supplies and Services. Section 5 identifies acceptance. Section 6 defines the qualifications, experience and education requirements for the labour categories to be used in performance of this contract.

2. Project management

2.1. Approach

Recognising the PMO function as critical to delivering the SATCOM capability within its approved cost, schedule and requirement parameters, and this project shall adopt common and proven PRINCE 2, MSP and MoR project and programme management methodologies. The project shall have a formal reporting and tasking chain for contractors.

2.2. Management of the Project

The contract for contracted services will be administered and controlled by ACT in its role as HN. The management of the project will be done in two levels with review meetings and actions at specified milestones:

(a) Executive level. Senior level from ACT, ACT/ACO Contracting Officer's Technical Representative (primary COTRs), ACT Contracting Officer and Contractor. Minimum meeting once per year

(b) Team level. Project Manager, Contractor lead, deputy COTRs. One meeting per month.

In addition to this SoW, Terms of Reference (TORs) will be provided at the start of the Contract by the SC for additional context. The PMO aligns efforts and priorities to its internal Work Plan that describes the team's deliverables, its priority and assigns PE and/or contractors to it. This Work Plan will form the basis of monthly reports provided by the PMO and Contractor to its respective stakeholders.

2.3. Tasking of the PMO contractors

(a) The Head of PMO will be the day-to-day tasking authority for both the AIS PMO and the SATCOM PMO and is responsible for the overall planning execution and performance of the contractors.

(b) The Project Manager (PM) for the management of the project and the contractors will be the AIS PMO Head who shall also assume the role as the Contracting Officer Technical Representative (COTR). The tasking of contractors will be through a single and nominated individual through the PM.

(c) Beside the activities related to the management of this project (e.g.

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management of the schedule, cost, scope, quality, risks, etc.) the PM will have the tasking authority and will account for the time of the contractors.

2.4. Reporting

- (a) The Head of PMO reports to Deputy Chief of Staff Capability Development (DCOS Cap Dev) and indirectly to the Investment Committee (IC) through the appropriate management boards and to the respective Bi-SC Chain of Command (Reference D).
- (b) Functional reporting of technical matters relating to C3 capability will be raised through the appropriate Bi-SC Chain of Command, the C3 CG substructure and other capability management entities as required.
- (c) The review of contractor activity shall be made on a monthly basis from the contractor PM to the PMO Head through a monthly highlight report.

2.4. Management of Project OCM03128

The COTR shall provide direction, guidance, and support information, as needed, for all technical and content areas of the SoW. The COTR shall:

- (a) On behalf of the ACT Contracting Officer, attempt to resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW;
- (b) Review, and approve, all Contractor tasking and deliverables for completeness and accuracy;
- (c) Submit to the ACT Contracting Officer the signed company monthly report with his endorsement for retention in contract administration file.

The COTR shall review the Contractor's work at a minimum of monthly, or as needed. The COTR's written approval of work performed is mandatory for Contractor invoices to be successfully processed. The primary COTRs for this contract is the PMO Head, supported by a nominated Deputy COTR who will be responsible for the administrative functions of the contract.

2.5. PMO Team Integration

The PMO PE, SATCOM contractors and AIS contractors shall operate as a single entity embracing collaborative and cooperative working practices.

- a) The PMO team shall use the reporting channels and keep team members aware of their commitments and informed of the project's progress;

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- b) The PMO shall organize frequent team meetings and encourage cooperation, brainstorming, and collaboration.
- c) The PMO shall encourage the use of common information tools to facilitate information sharing and collaboration.
- d) The PMO shall establish and maintain close and frequent communication and coordination between its staff members in Norfolk and in Mons.
- e) The PMO is encouraged to have visits, on a case by case basis, to the other NATO sites to sustain this close coordination and collaboration.
- f) The PMO will collaborate closely with those existing SATCOM development, delivery and operational user communities which are established and in place across ACT, ACO and the NCIA.

2.6. Project Management Support (PMS)

The contractor shall provide Project Management Support (PMS). This includes the management, the documenting and oversight of all activities performed by the contractor personnel to satisfy the requirements for the tasks included in section 3.

The requirements for PMS are as follows:

2.6.1. Project Kick-off meeting

The Contractor shall meet with the PM at the NATO facility in Norfolk, VA, USA at a mutually acceptable time/date to review the schedule of activities and to discuss any preparations or coordination required to deliver the contract.

The meeting, led by the PM, will provide an introduction of the maturing AIS PMO and how SATCOM PMO shall integrate within this framework. The meeting will provide an opportunity to discuss technical, management and security issues, travel authorisation and tasking and reporting procedures. The executive and team level, ACT Contracting Officer and Contractor business representative must be represented.

2.6.2. Contractor Reporting

The Contractor shall support the PM to provide, no later than the third business day of each month, a Project 03128 Highlight Report. The Highlight Report will be used for the Project Management and for the contract Management. This report shall summarise activities, including:

- (a) Number of hours billed for the task for that month;
- (b) Summary of contract activities during the preceding month, including the

status of current and pending task orders;

(c) Progress of work and schedule status, highlighting any changes since the preceding report;

(d) Description of any identified problems, anomalies and high risk areas with proposed solutions and corrective actions;

(e) Identified issues, risks and suggestions of mitigation;

(f) Plans for activities during the following reporting period.

An archive of the Highlight Reports shall be maintained and used as a source for the annual report.

2.6.3. Annual Report

The Contractor shall support the PM to provide and conduct reviews and report at least once a year throughout the Contract period of performance. The Contractor shall provide the status of all on-going tasks, identify any changes to the PMS, Issues, Quality, and Risks. The main source for this report will be the monthly Highlight Reports. Unless otherwise agreed, the annual report shall be briefed at the executive level at HQ SACT in Norfolk VA.

2.6.4. Final Project 03128 meeting, report, and acceptance

A final project meeting will be held at the NATO facility NORFOLK, VA, USA, led by the PM. At that meeting the end project report will be presented to the PMO Head and the stakeholders. The meeting will provide the opportunity to review and discuss technical and management issues and provide lessons learned. Contractor executive and team level must be represented. The Contractor shall support the PM by preparing the invitation and an organisation paper, including as a minimum the agenda, list of participants, date, hour, location of the review.

2.6.5. Prepare meetings and review minutes

Unless otherwise specified, all meetings will be conducted at NATO sites. As directed by the COTR (PM) or deputy COTR, the contractor shall prepare and deliver meetings and minutes for all meetings and reviews where specified by the PM. Similarly the contractors shall provide post-meeting notes through the PM as required within 3 working days of the meeting.

2.6.6. Prepare issue escalation report

The contractor shall be responsible for bringing issues of a technical nature to the attention of the project team. Subsequent verbal/email information, a written issue escalation report shall be submitted to PM or deputy COTR within

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10 working days after identification of the issue along with a recommendation for resolution. It is the duty of PM and deputy COTR to resolve or escalate the issue.

2.6.7. Training for Contractors

The contractor is responsible to maintain adequate industry level currency in the COTS products identified in the essential qualifications in section 6.2

2.7. NATO Furnished Items

The SCs will provide contractor personnel under this Contract with a desk, cubicle, workstation, or workbench, as appropriate, standard office furniture, common expendable office supplies, access to local telephone service, access to utilities within the work area, access to the NATO intranet, NATO Secret network, and Internet sites and applications, access to applications and databases, if authorized and appropriate and storage space for programme and project support data.

2.8. Project Workspace

The Contractor shall establish, on the NATO Restricted programme portal, a project workspace in which documentation shall be maintained. The portal shall contain a directory of all relevant classified documents by title, unless a title is itself classified. The portal shall contain the project Issue Log, Risk Log, Quality Log, Project Master Schedule, and all other documents as directed by the COTR. The COTR will control accessibility to the portal at all times.

2.9. Personnel Security

The Contractor shall ensure that all Contractor personnel that shall work on a NATO site or have access to NATO SECRET information and facilities shall have, at a minimum, a NATO SECRET clearance as required by NATO policy, valid for at least six months from the first date of work on the Contract. The Contractor shall immediately notify the Contracting Officer should the security clearance become invalid or expired. The Contractor shall provide proof that each team member is in possession of a valid NATO Secret security clearance prior to contract award. The Contractor shall process all Contractor and Sub-Contractor personnel through NATO security at each site, adhering to their procedures for clearances, to obtain security badges for the duration of the on-site activities.

2.10. P3M Methodologies used by the SCs

This SoW is related with a variety of standards for project and programme management is adopted by the PMO. The delivery of these services is based on P3M best practice and industry standards for project, specifically:

- (a) Axelos;

- (b) Managing Successful Programmes, 2011 Edition;
- (c) Managing Successful Projects with PRINCE2, 2009 Edition;
- (d) Portfolio, Programme & Project Offices (P3O), 2008 edition;
- (e) Portfolio, Programme & Project Management Maturity Model (P3M3);
- (f) PRINCE2 Maturity Model (P2MM);
- (g) ITIL service management publications, 2011 Edition;
- (h) Project Management Institute (PMI);
- (i) A Guide to the Project Management Body of Knowledge (PMBOK Guide), Fourth Edition;
- (j) Programme management, Second Edition.
- (k) Management of Risk (MoR), 3rd Edition.

3. Project OCM03128 services and anticipated deliverables

3.1. Introduction

The services to be provided under this Contract span the full range of management and technical services required to manage and direct the SATCOM project. The balance of effort will fall towards the technical services of the SATCOM project – as required by the JSSR. The following general requirements apply across all services. Regardless of the particular service being provided, the Contractor shall:

- (a) Gather, assess, and provide to the PMO information to enable sound decision making.
- (b) Provide complete and accurate presentations and reports.
- (c) Foster open communication and cooperation with all staff (PMO Team).
- (d) Provide timely, open and honest feedback on progress and obstacles in achieving performance goals.
- (e) Encourage knowledge sharing and development by active use of persistent information tools such as the programme portal, and wiki.
- (f) Assess the impact and implications of events, decisions, and changes on the programme's plans, people, processes, and technology.
- (g) Encourage innovation but ensure the use of change management processes.

3.2. Specialist Support Requirements

The Contractor shall provide support for the PMO which shall assist the SCs to fulfil their Transformation and Operational Management Authority responsibilities specifically during the implementation phase of CP9A0130 but also to the broader lifecycle and DOTMLPFI components of the SATCOM capability.

The contractors will support the PMO in assisting the SCs with a range of management and technical services. Those services shall cover: requirements Management; technical and operational architecture management; verification, validation and operational acceptance management; transition management; interoperability; change management; lifecycle management; quality management; business change management; lessons identified; risk and issue management; lifecycle costing; Information Knowledge Management.

It should be noted that synergies with the AIS PMO are to be capitalised such that common services and knowledge are shared between the AIS PMO and SATCOM PMO where at all possible. This integrated arrangement will ensure the SATCOM PMO can be afforded with the increased levels of technical services it requires; reducing duplication of effort in common management services and maximising the benefit of operating within a virtual singular PMO entity.

PMO support tools will be based primarily on Bi-SC IT desktop services (NATO Secret (NS) and NATO Unclassified (NU)), and the related COTS equipment and licences to allow PMO to use PMIC IT infrastructure (NATO Restricted (NR)), knowledge repository and existing databases. In addition, due to the regular contact between ACO and ACT, collaboration will need to be achieved through the use of enterprise hardware and software, for example web cam, SMART board and VTC/VMR. The contractors will be able to use and contribute to the further development of existing tools.

3.3. PMO contractor travel requirements

The Contractor is expected to perform the majority of the required work at HQ SACT Norfolk. It is anticipated that the Contractor will need to travel (required to have a valid passport) up to six times annually not exceeding 30 days total subject to changes pending operational requirement. NATO travel regulations and reimbursements are covered in Chapter 10 of the approved version of the Allied Command Transformation (ACT) Financial Manual, and are available upon request. All travel shall be coordinated by the COTR and submitted for approval to the Contracting Officer, prior to travel execution. All travel will be coordinated and funded by the HQ SACT COTR and travel costs will not be a consideration for contract award. All travel costs will be reflected by a separate purchase order for the each occurrence.

3.4. Description and task allocation of the contracted services

Contractors will be required to perform their activities on the areas related to the implementation of the SATCOM capability (section 1.2).

PMO competencies for contracted services will be focussed on technical and management services based primarily on following tasks:

Task 1

Requirements Management – Technical Services

This service area has the objective to improve the quality, consistency, and interoperability of programme services by improving the quality and consistency of programme and project requirements documentation.

The following are general requirements for management services throughout the programme:

- Establish the baseline of current and future operational user requirements and needs and improve the formal requirements process with the implementation of a requirements management functionality for use within the programme and its projects.
- Capture from PMIC database, SID, project JSSR/PiP/TBCE and project technical requirements, those project requirements which are deemed to impact on:
 - Future integration of the project to the C3 portfolio.
 - Ongoing development work in other current projects under implementation.
 - The interfacing of SATCOM to external systems.
- Identify common requirements services which might be candidates for software and hardware reuse.
- Link programme level requirements to operational needs and acceptance test procedures and criteria.
- Review the set of operational requirements for the programme and maintain the baseline of these requirements through periodic overview.
- Review requirements documentation to ensure coherence, consistency, and maturity of requirements.
- Develop and implement a mandatory set of attributes for capability requirements and project technical requirements to be used in the requirement management tool.
- Develop metrics to assess requirements maturity at various checkpoints, go/no-go gates, based on the existence of use cases, requirements traceability matrix, product breakdown structure.

Task 2

Capability architecture management – Technical Services

This service area has two principle objectives:

- ***Generate a comprehensive and accurate capability architecture to support programme governance and requirements management.***
- ***Provide projects with procedures, tools, and guidance to enable consistent and effective use and generation of technical and operational architectural documentation.***

The following are the requirements for architecture services throughout the programme:

- ***Contribute to the processes for management of programme and project technical and operational architectures.***
- ***Contribute to the guidelines and tools to assist project teams to apply an architectural approach to requirements elicitation, documentation, analysis, and management.***
- ***Use the PMIC technical and operational architecture repository, which will contain views and other architectural data representing the programme's functional, development as well as their corresponding operational architectures.***
- ***Support architecture-driven planning, and review including:***
 - Generating operational, system, and technical views.
 - Interact with NCI Agency of operational issues.
 - Identifying interdependencies between CP projects, services, and external activities.
 - Identifying mission-critical services.
 - Assessing the impact of organizational, technological, and mission changes on the programme.

Task 3

Verification, validation and Operational Acceptance – Technical Services

This service area has following principle objectives:

- *Ensure that programme deliverables meet their specified requirements (fit for purpose) — in other words, that services were built the right way (verification).*
- *Demonstrate that the programme's delivered capabilities fulfil their intended use (fit for use) — in other words, that the right services were built (validation).*
- *Improve the formal acceptance processes with the implementation of an operational acceptance functionality, (overview over V&V, OT&E Planning, DOTMLPFI, affordability, report on acceptance and IOC, FOC in place, quality and completeness, requirements fulfilment check*

Requirements for PMO service support activities are as follows:

- *Provide all verification and validation services required to support BI-SC AIS projects.*
- *Conduct the planning, allocation, and performance of V&V services on a project-by-project and stage-by-stage basis.*

Requirements for Verification and Validation activities are as follows:

- *Determine whether the requirements and the final as built Capability/ service fulfils its specific intended use.*
- *Review selected Operational test requirement, test procedures, and test specifications for overiewing test results.*
- *Ensure that these test requirements and test procedures reflect the particular requirements for the specific intended use.*
- *Ensure that users can successfully perform their intended tasks using the capability / service.*
- *Ensure that the operational acceptance testing is conducted as appropriate in selected areas of the operational environment.*

- *Contribute to the validation that the capability or service satisfies its intended use.*

PMO contribution to Operational Acceptance testing includes the following activities:

- *Review of test scenarios, test procedures and reference data for the tests.*
- *Monitoring Operational Testing and review of test reports.*
- Interact with NCISG/CISOPS for operational clarity on effects of space segment with ground element.
- Analyse SATCOM Type B Cost Estimates (TBCEs) for operational acceptability.

Task 4

Transition management – Technical Services

This service area has two principle objectives:

- *Ensure the transition into operations of the SATCOM capability.*
- *Foster close partnerships with NCI Agency as Host Nation and within BI-SCs to enable continuous improvement in the quality, efficiency, and affordability of SATCOM capability.*

The following are the requirements for transition management services throughout the programme:

- *Contribute to the transition management processes for use within the programme and its projects.*
- *Support the development, implementation, and review of Service Level Agreements for new delivered capabilities and services.*
- *Contribute to the verification/validation, and transition of services.*
- *Contribute with guidelines for site surveys, site installations, and site and system acceptance processes and contract deliverables.*
- *Support knowledge transfer, decision support and re-use of programme and project management processes. Identify, assess, and monitor the risks of failure and disruption across transition activities.*
- *Identify opportunities for the improvement of service processes.*
- *Ensure that lessons learned from service hand-over are captured.*

Task 5

Interoperability – Technical Services

This service aims to strengthen understanding, at the programme level, of the interactions, dependencies and interdependencies of SATCOM to other related activity.

- Ensure technical coherence with related capabilities in their respective development cycles.
- Identifying opportunities to improve convergence (at both the project and programme level) and flagging potential divergence where the aims of the SATCOM project or its dependant entities are apparent.

Dependency Management. Identification and management of the dependencies among projects and on activities outside the programme is a key function of programme management. In support of dependency management, the activities to be performed are:

- *Identify each critical dependency.*
- *Establish need dates and plan dates for each critical dependency based on the project schedule.*
- *Identify the commitments to address each critical dependency and document the commitments made by those responsible for providing the work product and those receiving the work product.*
- *Prepare and maintain a dependency structure matrix identifying project interdependency, interdependencies with other programmes, and critical commitments.*
- *Track critical dependencies and commitments and recommend corrective actions, as appropriate.*

Interface with Other Programmes:

Provide support for the management, monitoring, and control of interfaces between the BI-SC AIS and other programmes, including:

- Active Layer Theatre Ballistic Missile Defence (ALTBMD).
- Air Command and Control System (ACCS).
- Deployable Communications and Information Systems (DCIS).

- NATO General Purpose Communications Segment (NGCS).

Task 6

Change Management – Management Services

This service area has the following principle objectives that support the technical aspects of the SATCOM project and its coherence with business change models:

- *Build upon existing Business Change Management structures, for the programme to efficiently deal with issues / changes that arises by having processes, capabilities, and responsibilities in place to respond.*
- *Accurately and comprehensively capture, assess, and provide situational awareness over any changes to the programme and its projects.*
- *Translate all changes in actions, recommendations including acceptance / rejection of change and advise to the Bi-SCs*

The followings are the requirements for change management services to the programme:

- *Establish, document, and maintain issue management processes within the Bi-SCs. The process shall base on the PRINCE2 definition of an issue. The change management processes shall include the mechanism to develop an integrated assessment of a change among the relevant subject matter experts, within the Bi-SC and C3 CG substructure authorities. The change management process shall serve as the filter to the change control process.*
- *Capture and log all programme issues affecting SATCOM in a project Issue Log.*
- *Coordinate staffing of the issue to all relevant subject matter experts and prepare an integrated assessment for the Change Management Board identifying the likely impacts on other programme activities and projects.*
- *Organize and act as the secretariat for regular issue reviews and document the resulting decisions in the programme Issue Log.*
- *Establish, document, and maintain a change control process to manage the identification, assessment, authorisation, and*

transfer of change requests between the programme and its projects.

- *Advise relevant programme and project staff on the application of the issue and change management processes.*
- *Provide quantitative and qualitative analyses and recommendations to improve ACT and ACO organizational performance through changes to strategy, organization structure, process, human capital and culture, information technology, enterprise cost reduction, management practices, and cost drivers.*
- *Identify and focus on opportunities to improve users' performance, usability, and mission achievement. Improve ICT service operations and increase process efficiency and expand or reorganize a business unit or operation.*
- *Conduct users and stakeholder analyses and manage and provide oversight to a programme or project.*
- *Comprehend and apply functional and analytical expertise required to design and implement solutions, leveraging any of the management consulting capability pillars, including organization design and mission support optimization, process improvement, performance management, strategy development and transformation, change management and its strategy, and business architecture.*
- *Support the development and maintenance of schedules for detailed project analysis.*
- *Gather and facilitate status for schedule updates, including actual start and finish dates, percent complete, and remaining durations and check the accuracy of the schedule status.*
- *Facilitate identification and sequencing of activities and milestones.*
- *Collect, interpret, and analyse results of integrated cost and schedule and risk models and prepare reports and briefings on analysed results.*
- *Collect, interpret, analyse and support the Bi-SCs in defining the Operational risk and impact for the business processes.*

Task 7

Lifecycle management – Management Services

Support project management and execution, performing a variety of governance tasks under the direction of the PMO Head, including financial analysis, budget management, performance evaluation, project scheduling and planning, requirements definition, scope management, cost control, and risk analysis.

The requirements for project analysis and programme governance services are as follows:

- *Collect inputs from a variety of sources and prepare and coordinate deliverables.*
- *Conduct analysis and communicate findings to project team and decision makers.*
- *Interface with the client or internal program management.*
- *Work within a multi-stakeholder, technical, and matrixed organizational environment.*

Establish, document and maintain the following programme elements, which are common interest within the AIS programme and C3 portfolio, and/or interdependent programmes:

- Programme planning.
- Technical and operational architecture management.
- Risk management.
- Schedule management.

Programme Monitoring & Control. In support of programme monitoring and control, the following activities will be performed:

- *Contribute to the establishment of a continuing capability to monitor and control the programme and its projects.*

Apply the programme and project governance framework at Bi-SC

level to monitor and create Situational Awareness for the programme and its projects through:

- Change management processes.
- Contribute process for quarterly progress reviews of each portfolio of projects within the programme.
- Organize and act as the secretariat for portfolio reviews.
- Recommend and support project health checks.
- Review and provide a BI-SC assessment of project exception reports, if requested.
- Maintain awareness of the maturity of all SATCOM lines of development: DOTMLPFI to ensure a capability view is generated and maintained.

Task 8

Quality Management – Management Services

This service area has the following principal objectives:

- *Provide measurable evidence that accurate results are delivered that meet the SATCOM stakeholders' quality expectations and to its affected C3 community.*
- *Contribute to a continuous process of quality improvement.*
- *Quality feedback will be provided to CP teams, IPSG, PMG and stored in a programme level repository. Quality reports will be raised for action at the programme level if programme milestones are deemed to be adversely impacted.*
- *Quality assessment of the PMO's own activities will be conducted internally every 12 months.*

The PMO will contribute to the improvement of a QA service for SATCOM. The main requirements for this service should be as follows:

- *Review of JSSR, PIP, SIDs/SORs, TBCEs, statements of work, and project specifications.*
- *Attendance in person or review minutes/notes from all project management meetings (IPMTs).*
- *Periodic quality review of SATCOM projects.*
- *Review of key project deliverables.*
- *Review the operational acceptance test documentation.*

The following quality management service throughout the programme is:

- *Contribute to the improvement of the quality management processes, including:*
 - QM goals and objectives for the programme and its projects.
 - Roles and responsibilities, procedures, and standards to be utilised for quality control and quality management on programme and project Level

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- A standard set of QM tools and techniques for use by the Programme and Projects.
- Generic acceptance criteria for quality attributes.
- Quality measurement guidelines.
- ***Establish and maintain the Programme Quality Log.***
- ***Utilize qualitative and quantitative techniques to perform programme and project quality reviews and audits.***

Task 9

Lessons Identified – Management Services

This task aims to embody a positive learning culture (institutionally and within the project) to ensure opportunities to improve the delivery of the SATCOM capability are fully embraced. Triggers for this work might include:

- **Business Change – promoting or responding to a business change such as new change mechanism (decision gate) to deliver more robust change control process within the SCs or C3 CG substructure.**
- **PMO process adjustment – identifying the opportunity and adjusting locally controlled processes under PMO influence that might improve the clarity of information being presented to C3 decision makers.**
- **Programme or project processes – influencing change within the project to ensure coherence of deliverables, informed by risks and issues either within or outside the project that have the potential to compromise the project objectives.**
- **Independent analysis – where opportunity, through innovation or oversight, presents itself to positively impact the delivery of the capability. This might be procedural, ad-hoc or in response to challenges.**
- **Operational LIs – supporting the Bi-SCs in capturing and interpreting Operational LIs that are derived from current Operations and Exercises. Support the Bi-SCs in identifying potential gaps in SATCOM capability and were applicable, aide the Bi-SCs in ensuring that revisions to CP 9A0130 remain coherent with the broader delivery of NATO CIS Capability.**

This task should ensure opportunities to improve the delivery of the SATCOM capability are captured, considered with the stakeholder group and placed under change control cycle for implementation, review and adjustment where necessary.

Task 10

Risk Management – Management Services

Risk is a measure of the potential inability to achieve overall project objectives within defined cost, schedule, and technical constraints. Risk management is a proactive event-based approach to minimize events that could compromise the objectives of a project and maximize the opportunities that could benefit it. Risks are typically defined with parameters such as the probability and likelihood of failing to achieve a particular outcome, the consequences and impacts of failing to achieve that outcome, and thresholds to determine if the status of a risk requires action.

Considerations that will be taken into account when defining the risk management strategies:

- *Scope of the risk management effort.*
- *Methods and tools to be used for risk identification, risk analysis, risk mitigation, risk monitoring, and communication.*
- *Definition of risk measures to monitor the status of the risks.*
- *Time intervals for risk monitoring or reassessment.*

This service area has two principle objectives:

- *Pro-actively identify risks, assess impacts, and implement responses to decrease the probability of negative events and increase the probability of positive outcomes.*
- *Identify, characterize, and develop responses to systemic risks within Implementation processes and information services projects.*

The following risk management services are general principles for the programme:

- *Contribute to the risk management processes.*
- *Contribute to the development of a Programme Risk Management Strategy, outlining the programme and project risk management processes and their interrelationship, identifying the systemic*

risks inherent to the implementation process and information services projects and assessing stakeholder risk perception and acceptance, and identifying the standards for risk identification, risk assessment, risk reporting, and risk review.

- *Establish and maintain the project risk log based on the Risk Register product, at Bi-SC level, as per the description in Managing Successful Programmes.*
- *Establish a continuous capability to identify, estimate, evaluate, and prepare responses to programme risks.*
- *Provide impact assessment of new programme issues, risks, and changes.*
- *Perform periodic programme risk assessments and reviews.*

Support the Bi-SCs in identifying programme level risks which may impact the Operational user community.

Task 11

Lifecycle Costing – Management Services

In close cooperation with lifecycle management, requirement management, change management and technical governance tasks of this Contract, this service aims to ensure the Project costs are clear, accurate, fully reported and transparent. This service shall:

- Develop and sustain a consistent means to track project expenditure against its approved investment costs.
- Reconcile relevant reporting databases to ensure project expenditure is being accurately represented to the stakeholder group.
 - NATO Capability Integrated Resource and Information System (CIRIS)
 - Integrated Project Steering Group (IPSG) reports
 - Capability Package Management Information System (CPMIS)
 - WebAMD
 - Other enterprise financial management tools
- Identify and report anomalies and exceedances to the relevant authority.
- Promote enterprise working, maintaining a specific focus on the figures reported by NCI Agency during the Implementation phase.
- Conduct financial analysis on financial proposals for new requirements, risk reports, bespoke financial tasks and business cases; acting as the Intelligent Customer for the SC, and providing assurances (or otherwise) of the Value for Money the SCs are receiving.
- Updating the PMO capability dashboards, for all lines of development, to indicate the financial performance of the SATCOM capability.

Task 12

Information Knowledge Management – Management Services

This task seeks to manage all types of related SATCOM information, structured and unstructured, whether produced internally or externally, to support decision making and business processes. Specifically, this shall:

- Understand, record and exploit the sources and value of information pertaining to SATCOM capability development.
- Establish local processes for the handling of information across the C3 enterprise that is of relevance and value to SATCOM.
- Assist in the communication of timely, analysed and well-presented information to the affected stakeholder group.
- Ensure that there are sufficient business processes established to ensure the routine access, analysis and distribution of information is possible.
- Exploit existing information repositories and tools to enhance and tailor information to the SATCOM stakeholders.
- Implement controls and systems (where necessary) to measure performance, manage risk and ensure IT and business work together to support the SATCOM capability development.
- Ensure appropriate access to data and information sources are made available for PMO members that require such access.
- Enhance the supported PMO tasks by ensuring information flows are sufficient to deliver the analysis and governance expected of the Project.
- Build Knowledge Management capacity through training and transfer of knowledge and skills.
- Implement best practice, enhancing both institutional and C3 Enterprise ability to manage SATCOM (and related) knowledge and information.

3.5. Reachback/Surge

- a) **Reachback is envisioned to be of assistance for contractors from the parent company or another organization applicable as part of the contract. Reachback shall be available to the contractors who may need assistance with a question or task for fulfilling their duties at no additional cost.**

- b) **Surge Effort.** A surge capability requirement is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in effort to meet new requirements within the scope of the existing Statement of Work. The Contractor shall be prepared to evaluate requirements and submit a price proposal for any new requirement for consideration by HQ SACT in the following, but not limited to, PMO functional areas: concept development, training needs analysis, training, experiment execution, & emergency event support. Surge proposals will be evaluated by the Contracting Officer for fair and reasonable pricing and should be developed based upon the same pricing structure as the original contract proposal. Surge efforts will be incorporated by formal contract modification. Requests for pricing do not constitute any commitment by HQ SACT to contract for additional work; contractor will not be reimbursed costs for preparing price proposals for consideration. Surge efforts will not exceed 50% of the annual contract value or 50% of the cumulative contract value. Surge efforts executed outside of NATO Common Funding shall not be considered in calculating the total surge value associated with the contract.

3.6. Milestones

SATCOM PMO reporting will provide both a project and programme perspective for the SATCOM project, with particular highlights on the Implementation stages (Transition to Implementation, During Implementation and Transition to Service).

For each stage the reports will include an analysis related to main

roles of the PMO and relevant issues for each area:

- a) **Transition to implementation.** Based on the main activities relating to requirement management and quality management. These are requirement traceability (requirements traceability matrix in place) and requirements maturity check (uses cases in place, test cases in place, product breakdown structure in place). The traceability from Capability (CP / JSSR / SID) to the individual project technical requirements will be based on technical, operational and capability architectures. There are linkages, interdependencies and feedbacks that are identified and communicated through programme analysis and programme governance. Several through-lifecycle tasks (lifecycle management, lifecycle costing, IKM and technical governance) will ensure through all stages of the lifecycle.
- b) **During Implementation.** Provide management and technical services in support of Change Management of projects (programmatic overview) and identify, harmonise interdependencies (DOTMLPFI). The SATCOM PMO will provide program support services to CP teams and the C3 CG substructure by focusing on monitoring project implementation activities, schedules, risks and issues, requirements and operational acceptance criteria, supporting the transitions between TA, IA and OA (harmonised situational awareness on the project status). This also includes visibility, and traceability of changes, particularly where there may be a direct or indirect operational impact as a consequence of the change. The SATCOM PMO will improve the change management processes with the implementation of a change management functionality and shall serve as an information hub for the SCs in these areas by facilitating stakeholder communication to achieve effective and coherent project implementation. This service will help to create a programmatic assessment of all projects, driving interoperability, and deliverables included in the scope of SATCOM capability or those which are interdependent.

- c) Transition to Service. Based on V&V activities conducted (test scenarios, test plans and test cases developed using a DOTMLPFI approach). SATCOM PMO will improve the formal acceptance processes with the implementation of an operational acceptance functionality that shall include: overview over V&V, OT&E Planning, DOTMLPFI, affordability, report on acceptance, quality and completeness and a requirements fulfilment check. There are linkages, interdependencies and feedbacks that are identified at the transition to service, which are harmonised, synchronised and aligned with the programme governance and business change.**

3.7. Deliverables

- a) The SATCOM PMO shall support, assist or lead the development of some deliverables, in the form of written documents, spreadsheets, databases or other format outputs, as agreed within the PMO Work Plan and/or the PMO Head.**
- b) The specific deliverables to be developed or supported shall be derived from CP9A0130.**
- c) The support will be provided for the development of deliverables which may include: project plans (risk register, quality assurance reports, integrated logistics support plans, capability management plans, capability status reports, communication plans, etc.), agreements (SLAs, etc.); scrutiny of technical documents (TBCE, specifications, user requirements, capability architecture, test documentation – cases, scenarios, reports, etc.); other reports (site surveys, meetings, etc.) or others as required to meet the SATCOM capability development requirements.**
- d) Specialist technical advice or more general lifecycle support to (inter)dependant projects within the C3 portfolio to which SATCOM has a role.**
- e) The requested deliverables shall be developed or supported by the PMO team in close co-ordination with the staff of the responsible management authority on lead (ACT, ACO and NCI Agency).**

- f) Quality, quantity and timely delivery of deliverables requested as PMO products or PMO inputs required to support the deliverables development by other management authorities, will be controlled by the responsible management authority, the PM, and the COTR.**

4. Schedule of supply and services

4.1. PMO Services

Table 1 provides an estimate of the level of effort in each of the service areas per contractor. Each contractor is limited to 1800 hours/ per year as detailed in the Special Terms and Conditions. This is a proposal that is based on initial analysis subject to further review that may incur a rebalancing of the effort. Tasks are subject to change as directed by the COTR.

Table 1 - PMO contracted services

Service Area	Task	Stage	Skill Level	Contr 1 (hours)	Contr 2 (hours)	Contr 3 (hours)
Technical Services	Requirements management (Task 1)	TI/DI/TS	Intermediate		800	
	Capability architecture management (Task 2)	TI/DI/TS	Intermediate		1000	
	Validation and verification (Task 3)	TI/DI/TS	Intermediate			450
	Transition management (Task 4)	TI/DI/TS	Intermediate			225
	Interoperability (Task 5)	TI/DI/TS	Intermediate			450
Management Services	Change management (Task 6)	TI/DI/TS	Intermediate	450		
	Lifecycle management (Task 7)	TI/DI/TS	Senior/ Intermediate	900		
	Quality Management (Task 8)	TI/DI/TS	Intermediate			225
	Lessons Identified (Task 9)	TI/DI/TS	Intermediate			125
	Risk management (Task 10)	TI/DI/TS	Intermediate			225
	Lifecycle Costing (Task 11)	TI/DI/TS	Intermediate	450		
	Information Knowledge Management (Task 12)	TI/DI/TS	Intermediate			125
Totals (hours)				1800	1800	1800

4.2. Period of performance

The contract period of performance will include a base period of two years from contract award date (CAD). CAD is estimated for 1 June 2018 with the anticipation that contracted services would formally resume on 1 July 2018.

4.3. Place of performance

The contract places of performance are:

Norfolk:
HQ SACT
7857 Blandy Road, Suite 100
Norfolk VA 23511
United States of America

5. Project acceptance

5.1. Introduction

The contracted services for which the HN will set goals and assess the Contractor's performance equate to the services identified in Section 3, tasks 1 to 12, of this SoW.

The acceptance criteria are presented below. If needed in coordination between Contractor and the HN they can be refined.

5.2. Overall acceptance criteria

Acceptance criteria is going to be used in order to assess how the contracted services have contributed to the PMO roles and have fulfilled the SATCOM PMO requirements. This will be assessed by the COTR, on a monthly and annual basis, against the following performance criteria:

- a) Requirements overview and traceability – contribution to the establishment of a working requirements management functionality that ensure the traceability and completeness of the requirements over the implementation from capability to technical project specifications.
- b) Change management – contribution to the establishment of a working requirements management and project change management functionality during Implementation stage that ensures the alignment and harmonisation between project level, program level and capability level.
- c) Monitor Implementation – the demonstrated abilities:
 - (1) *To relate individual projects, and its technical components within its architecture, to key milestones and events.*
 - (2) *To correlate Implementation information to the overall health of the SATCOM project against its approved resource and requirement parameters.*
 - (3) *To overview the planning and coordination of the delivery of SATCOM projects to the users' needs and expected benefits.*

- d) Acceptance criteria and transition management – contribution to the establishment of an operational acceptance functionality to identify the Acceptance Criteria and ensure these are tracked and satisfied from its architectural design, through a controlled change and transition, to its eventual delivery.**
- e) Lessons Identified and Lessons Learned – contribution to the establishment of a working process to collect and analyse the causes of successes and deficiencies, with a positive continuous improvement culture embedded.**
- f) Risk Management - The timely and accurate assessment and reporting of risks at the programme level and effective coordination with project-level risk management activities.**
- g) Quality Assurance – integration of SATCOM to established QA to underpin the quality of SATCOM deliverables.**
- h) Stakeholder analysis and communication – contribution to the establishment of a PMO information hub with timely and valuable information being shared it relevant SATCOM, C3 and Chain of Command stakeholders.**

In addition to measuring the contracted services success in achieving the performance targets the following criteria will be used:

- a) Timely and accurate Situational Awareness on projects status and programmatic overview;**
- b) Prompt capture, assessment, and control of changes to programme baselines;**
- c) Prompt capture, assessment, and reporting of programme risks;**
- d) Implementing improvements in programme or project procedures that result in quantifiable reductions in implementation or life cycle support costs or schedules.**

6. Required Qualifications and Experience

6.1. Required competences and experience for contractor companies

Contractor companies shall submit papers of no more than 15 pages (single-spaced) text, describing in detail their expertise and past experience (limited to the last 10 years) in delivering services outlined in Tasks 1 to 12 in Section 3 as a PMO, including reachback or surge capacity.

This will allow companies to demonstrate relevant expertise and past experience that can be attributable to the tasks and requirements of this SoW. This information will be used to evaluate the extent to which companies meet the requirement of the SATCOM PMO. Relevant examples may include:

- Previous and direct employment within a military communications discipline.
- Experience in C3 capability management in NATO
- Knowledge of NATO CIS architectures and NGCS capabilities
- Experience in architecture management software; IBM DOORS, DOORS NG, Sparks EA, Team Concept, Quality and PlanView
- Experience in P3O using MSP, ITIL and Agile frameworks
- Affiliation to an appropriate professional body(ies)

Additional to the 15 pages, the contractor companies shall show their past experience (limited to the last 10 years) in multinational work environment, at multiple locations, in order to demonstrate their suitability to work within the nuances and complexities of NATO capability management. It should also include a description of how the company is positioned to readily integrate contractors, in a military context, to a multinational team alongside other contractors, NATO International Civilians and military staff. The contractor companies shall cite their past performances based on contracts held minimum 5 out of the last 10 years that are of similar scope to a Project and Programme management environment and any C3 or SATCOM specialities.

Specific requirements for which the Company must comply are:

- Company sufficiently demonstrates expertise and past experience minimum and within the last 10 years delivering tasks specified in this SoW to project and programme level including reachback / surge
- Company sufficiently demonstrates past experience and proven track record in multinational working environment minimum and within last 10 years
- Company adequately demonstrates that it is positioned to readily integrate contractors in a multinational team within last 10 years.
- Company past 5 years out of 10 years performance citations demonstrate successful experience in performing contracts of similar PMO size/scope as detailed within this SOW Company
- Company confirms reachback and surge availability for its personnel as detailed

- 6.2.** Relevant experience and performance shall be provided in accordance with Enclosure 4 of the solicitation package.

Competences and experience for contractors:

The contractors (C1 to C3) should prove compliant with following qualifications and experiences, in line with the intended task(s) in Section 3.4.

RESUME OR CURRICULUM VITAE (CV) MUST BE SUBMITTED FOR EACH PROPOSED CANDIDATE

Contractor C1 (lead SATCOM contractor)

Senior Engineer – Lifecycle manager

Duties:

- Primarily Tasks 6, 7 and 11 (Section 3.4)
- Additional Tasks as directed by COTR
- Support the COTR in the management of contractors
- Collaborate and support Contractors 2 and 3 as the demand requires.

Education:

- Masters degree in electronics engineering, computer science, telecommunications, systems engineering, information systems and technology or an equivalent or closely related discipline

Experience:

- Minimum 5 years in project management of complex systems or projects in a military Communication and Information Systems environment, using MSP, PRINCE2 or PMI methodologies and the ITIL service management approach.
- Minimum 5 years in programme management and programme management office within technology area, with specific exposure to lifecycle management, lifecycle costing and change management.
- Minimum 4 years in the requirements and concept of use planning, system engineering design, development and analysis techniques, installation, integration and verification testing of modern information systems and technology, communication systems and networks.
- Minimum 4 years in assisting leading teams in project or programme management to ensure delivery of high-quality, impactful work products on time
- Minimum 3 years in effective orally and in writing communication, including briefing and in coordination with different international stakeholders
- Minimum 2 years on engineering and operational analysis of requirements for IT systems and applications, including functional requirement verification, change management and traceability of requirements based on requirements traceability matrix
- Minimum 2 years in requirement management, analysis, decomposition, and allocation of requirements, management and maintenance of the requirement databases

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- Minimum 1 year in working in NATO or multi-national programme environment (or equivalent)
- **Qualifications:**
 - Demonstrated proficiency in English as defined in STANAG 6001 (3333) or demonstrate native English speaker background
 - Demonstrate minimum NATO or National SECRET clearance with the appropriate national authority for the duration of the contract
 - Proficient working level knowledge with MS Office tools (Outlook, Project, Word, Excel and Power Point, Share Point)
 - Demonstrate the availability to travel to any NATO entity within the 29 Nations (valid passport with no travel restrictions to NATO nations)

Contractor C2

SATCOM Requirements and Architecture Analyst

Duties:

- Primarily Tasks 1 and 2 (Section 3.4)
- Additional Tasks as directed by COTR
- Collaborate and support Contractors 1 and 3 as the demand requires.

Education:

- Bachelors (university or equivalent) degree in electronics engineering or computer science or telecommunications or information systems and technology, systems engineering or another equivalent or closely related discipline

Experience:

- Minimum 5 years in project management of communications or information systems integration, implementation or operation, using MSP, PRINCE2 or PMI methodology
- Minimum 3 years in deriving system-level requirements from architectural guidelines and project objectives supporting implementation
- Minimum 2 years in quality management in projects and programmes
- Minimum 2 years in Satellite Communications (or closely related) experience in a subject matter expert role.

Qualifications:

- Demonstrated proficiency in English as defined in STANAG 6001 (3333) or demonstrate native English speaker background
- Demonstrate minimum NATO or National SECRET clearance with the appropriate national authority for the duration of the contract
- Demonstrated working level knowledge with MS Office tools (Outlook, Project, Word, Excel and Power Point, Share Point)
- Demonstrate the availability to travel to any NATO entity within the 29 Nations (valid passport with no travel restrictions to NATO nations)

Contractor C3

Systems Engineer and Project Analyst

Duties:

- Primarily Tasks: 3, 4, and 5 (Section 3.4)
- Secondary Tasks: 8, 9, 10 and 12 (Section 3.4)
- Additional Tasks as directed by COTR
- Collaborate and support Contractors 1 and 2 as the demand requires.

Education:

- Bachelors (university or equivalent) degree in electronics engineering or computer science or telecommunications or information systems and technology, systems engineering or another equivalent or closely related discipline

Experience:

- Minimum 5 years in project management of communications or information systems integration, implementation or operation, using PRINCE2 or PMI methodology
- Minimum 3 years in deriving system-level requirements from architectural guidelines and project objectives supporting implementation
- Minimum 2 years in quality management in projects and programmes
- Minimum 2 years proven experience on engineering and operational analysis of requirements for IT systems and applications, including requirement verification /validation and change management and quality management
- Minimum 2 years proven experience in the design and testing and verification validation of communications or information systems and applications software, using traceability requirement matrix

Qualifications:

- Demonstrated proficiency in English as defined in STANAG 6001 (3333) or demonstrate native English speaker background
- Demonstrate minimum NATO or National SECRET clearance with the appropriate national authority for the duration of the contract
- Demonstrated working level knowledge with MS Office tools (Outlook, Project, Word, Excel and Power Point, Share Point)
- Demonstrate the availability to travel to any NATO entity within the 29 Nations (valid passport with no travel restrictions to NATO nations)

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Compliance Matrix – Company

	Requirement	Compliant/ Non- Compliant	Bidders Statement of compliance – (Bidder shall specifically reference the information within the proposal or CV [page/para] that demonstrates compliance with the criteria
A1	Company sufficiently demonstrates expertise and past experience minimum and within the last 10 years delivering tasks specified in this SoW to project and programme level including reachback / surge		
A2	Company sufficiently demonstrates past experience and proven track record in multinational working environment minimum and within last 10 years		
A3	Company adequately demonstrates that it is positioned to readily integrate contractors in a multinational team within last 10 years.		
A4	Company past 5 years out of 10 years performance citations demonstrate successful experience in performing contracts of similar PMO size/scope as detailed within this SOW Company		
A5	Company confirms reachback and surge availability for its personnel as detailed		

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Compliance Matrix – C1

	Requirement	Compliant/ Non- Compliant	Bidders Statement of compliance – (Bidder shall specifically reference the information within the proposal or CV [page/para] that demonstrates compliance with the criteria
C1.1	Masters degree in electronics engineering, computer science, telecommunications, systems engineering, information systems and technology or an equivalent or closely related discipline		
C1.2	Minimum 5 years in project management of complex systems or projects in a military Communication and Information Systems environment, using MSP, PRINCE2 or PMI methodologies and the ITIL service management approach.		
C1.3	Minimum 5 years in programme management and programme management office within technology area, with specific exposure to lifecycle management, lifecycle costing and change management.		
C1.4	Minimum 4 years in the requirements and concept of use planning, system engineering design, development and analysis techniques, installation, integration and verification testing of modern information systems and technology, communication systems and networks.		
C1.5	Minimum 4 years in assisting leading teams in project or programme management to ensure delivery of high-quality, impactful work products on time		
C1.6	Minimum 3 years in effective orally and in writing communication, including briefing and in coordination with different international stakeholders		
C1.7	Minimum 2 years on engineering and operational analysis of requirements for IT systems and applications, including functional requirement verification, change management and traceability of requirements based on requirements traceability matrix		

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C1.8	Minimum 2 years in requirement management, analysis, decomposition, and allocation of requirements, management and maintenance of the requirement databases		
C1.9	Minimum 1 year in working in NATO at project level and within Capability Package process Minimum 1 year in working in NATO or multi-national programme environment (or equivalent)		
C1.10	Demonstrated proficiency in English as defined in STANAG 6001 (3333) or demonstrate native English speaker background		
C1.11	Demonstrate minimum NATO or National SECRET clearance with the appropriate national authority for the duration of the contract		
C1.12	Demonstrated working level knowledge with MS Office tools (Outlook, Project, Word, Excel and Power Point, Share Point)		
C1.13	Demonstrate the availability to travel to any NATO entity within the 29 Nations (valid passport with no travel restrictions to NATO nations) within the 29 Nations (valid passport with no travel restrictions to NATO nations)		

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Compliance Matrix – C2

	Requirement	Compliant/ Non- Compliant	Bidders Statement of compliance – (Bidder shall specifically reference the information within the proposal or CV [page/para] that demonstrates compliance with the criteria
C2.1	Bachelors (university or equivalent) degree in electronics engineering or computer science or telecommunications or information systems and technology, systems engineering or another equivalent or closely related discipline		
C2.2	Minimum 5 years in project management of communications or information systems integration, implementation or operation, using MSP, PRINCE2 or PMI methodology		
C2.3	Minimum 3 years in deriving system-level requirements from architectural guidelines and project objectives supporting implementation		
C2.4	University degree in electronics engineering or computer science or telecommunications or information systems and technology, systems engineering or another equivalent or closely related discipline		
C2.5	Minimum 2 years in quality management in projects and programmes		
C2.6	Minimum 2 years in Satellite Communications (or closely related) experience in a subject matter expert role.		
C2.7	Demonstrated proficiency in English as defined in STANAG 6001 (3333) or demonstrate native English speaker background		
C2.8	Demonstrate minimum NATO or National SECRET clearance with the appropriate national authority for the duration of the contract		
C2.9	Demonstrated working level knowledge with MS Office tools (Outlook, Project, Word, Excel and Power Point, Share Point)		
C2.10	Demonstrate the availability to travel to any NATO entity within the 29 Nations (valid passport with no travel restrictions to NATO nations)		

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Compliance Matrix – C3

	Requirement	Compliant/ Non- Compliant	Bidders Statement of compliance – (Bidder shall specifically reference the information within the proposal or CV [page/para] that demonstrates compliance with the criteria
C3.1	Bachelors (university or equivalent) degree in electronics engineering or computer science or telecommunications or information systems and technology, systems engineering or another equivalent or closely related discipline		
C3.2	Minimum 5 years in project management of communications or information systems integration, implementation or operation, using PRINCE2 or PMI methodology		
C3.3	Minimum 3 years in deriving system-level requirements from architectural guidelines and project objectives supporting implementation		
C3.4	Minimum 2 years in quality management in projects and programmes		
C3.5	Minimum 2 years proven experience in the design and testing and verification validation of communications or information systems and applications software, using traceability requirement matrix		
C3.6	Minimum 2 years proven experience on engineering and operational analysis of requirements for IT systems and applications, including requirement verification /validation and change management and quality management		
C3.7	Demonstrated proficiency in English as defined in STANAG 6001 (3333) or demonstrate native English speaker background		
C3.8	Demonstrate minimum NATO or National SECRET clearance with the appropriate national authority for the duration of the contract		
C3.9	Demonstrated working level knowledge with MS Office tools (Outlook, Project, Word, Excel and Power Point, Share Point)		

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C3.10	Demonstrate the availability to travel to any NATO entity within the 29 Nations (valid passport with no travel restrictions to NATO nations)		
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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.
- 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 favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under this contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify HQ SACT and the prices of such items shall be correspondingly reduced by a supplement to this contract.
- b. Prices in this sense means "Base Price" prior to applying any bonuses.

7. Notice of Shipment

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. The following information shall be included in such notification:
 - (1) Contract Number
 - (2) Shipping address
 - From: (Name and complete address of consignor)
 - To: (Name and complete address of consignee)
 - (3) Listing of supplies by Contract Items(s)
 - (4) Number of and marking on packages(s)
 - (5) Weight and dimensions of packages(s)
 - (6) Name and address of Carrier, mode and date of shipment with waybill number,
 - (7) Customs documents required by Contractor (if applicable).

8. Security

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

9. Inspection

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to

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be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.

- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ SACT, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, HQ SACT shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by HQ SACT on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to inspectors in the performance of their duties. If HQ SACT inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of HQ SACT except as otherwise provided in this contract. In case of rejection HQ SACT shall not be liable for any reduction in value of samples used in connection with such inspection or test. HQ SACT reserves the right to charge to the Contractor any additional cost of HQ SACT inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on HQ SACT therefore.
- e. The inspection and test by HQ SACT of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

10. Title

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

11. Supply Warranty

- a. Notwithstanding inspection and acceptance by HQ SACT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance:
 - (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and
 - (2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.
- b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in paragraph a. of this clause within thirty (30) days after discovery of any defect.
- c. Within a reasonable time after such notice, the Contracting Officer may either:
 - (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of Paragraph a. of this clause; or
 - (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.
- d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.
- e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per paragraph c to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".
- f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as

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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. 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. Such information shall be submitted to HQ SACT 14 days prior to any contract award.

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13. Payment

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

14. Taxes

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

15. Excusable Delays

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

16. Indemnity

The contractor shall indemnify HQ SACT and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of or inducement to infringe, any United States or foreign patent,

trademark, copyright, or other intellectual property right, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

17. Disputes

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the HQ SACT Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of HQ SACT shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to HQ SACT a written appeal. In connection with any appeal of HQ SACT decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. HQ SACT FC decision is final.

18. Termination for Convenience

HQ SACT reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of HQ SACT using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give SACT any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

19. Termination for Default

- a. HQ SACT may, subject to the provisions or paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or

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- (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

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SACT against loss because of outstanding liens or claims of former lien holders.

- e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HQ SACT, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of HQ SACT the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
- f. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

20. Limitation of Liability

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

21. Export Control

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

22. Risk of Loss

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and

shall pass to HQ SACT upon: 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or 2) Delivery of the supplies to HQ SACT at the destination specified in the contract, if transportation is f.o.b. destination.

23. Authorization to Perform

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

24. Performance

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

25. Travel

In accordance with AFM Section 24, Contractor Travel, travel by contractors in support of the HQ SACT mission will only be performed when a member of the approved International HQ SACT Peacetime Establishment is unable to perform the mission.

Once contractor travel has been established under a contract and a contractor is tasked to travel, the HQ SACT Contractor Travel Request form must be filled out and approved prior to any travel being conducted.

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

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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 available upon request.

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

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

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hereunder, the Contractor shall furnish to HQ SACT, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of HQ SACT except where the Contractor has agreed to indemnify HQ SACT.

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

31. Health, Safety and Accident Prevention

If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this contract, with safety and health rules and requirements prescribed on the date of this contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

32. Patent Indemnity

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

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

33. Rights in Technical Data and Computer Software

- a. HQ SACT shall have unlimited rights in:

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- (1) All technical data and computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this contract.
- (2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this contract for implementation management, installation, operation, maintenance and training purposes.
- b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to HQ SACT.

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 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,

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including any license agreements for computer software, or other Contract agreements.

39. Entire Agreement

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

HQ SACT Special Terms and Conditions for Commercial Personnel Services Contracts

1. Scope

These special terms and conditions address all issues pertaining to the Commercial Personnel Services to be rendered by the Contractor to HQ SACT under this Contract, thereby taking precedence over the HQ SACT General Terms and Conditions.

2. Type of Contract

As far as the Commercial Personnel Services under this Contract are concerned this is a Level of Effort Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Contractor and HQ SACT. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor.

3. Definitions

- a. Billable Hours. As further specified in these Special Terms and Conditions, hours spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill HQ SACT at the hourly rate set out in this contract.
- b. Commercial Personnel Services. As specified in the SOW, the continuous performance to be provided by Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.
- c. Contractor Personnel. An individual employed by the Contractor to perform the services required under this Contract for HQ SACT.
- d. HQ SACT Work Days. Mondays through Fridays with the exception of HQ SACT Holidays. The number of HQ SACT Holidays may vary from year to year. A list may be obtained through the Contracting Officer.
- e. HQ SACT Working Hours. On HQ SACT Work Days, 7.5 hours daily between 0800 and 1700 hours.
- f. Man Year. 1800 hours of service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance at 37.5 hours assuming 5 HQ SACT work days per week. As a baseline the further assumption is: 15 days of HQ SACT holidays and 15 days as the minimum individual leave, thus allowing for the allocation of a minimum of 75 hours per year as possible overtime. As, in particular, the number of individual leave days may be greater and the number of HQ SACT holidays may vary, the allowable overtime figure will change accordingly. In

no event shall the ceiling of 1800 hours per man year or corresponding fraction thereof be exceeded.

- g. Overtime. Hours within the contracted man year or fraction thereof (1800 hours maximum for full years' service) served by Contractor Personnel outside of the limitations of the Delivery of Service stated in paragraph 4 and the SOW, as for each occasion requested by the COTR in writing.
- h. Products. Any item, document, writing, study, briefing, database, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

4. Delivery of Service.

All Commercial Personnel Services under this Contract will be performed only on HQ SACT Work Days and during HQ SACT Working Hours to total no more than 7.5 hours per HQ SACT Work Day.

5. Exceptions from Delivery of Service.

Under exceptional circumstances Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4.

- a. Overtime requires a specific written request to the Contractor by the COTR.
- b. Permanent deviation has to be in writing in the SOW with the signature of the Contracting Officer.

6. Coordination of Delivery of Service and Personal Leave

In order to ensure a balanced professional performance of the Contractor Personnel employed by the Contractor, during their performance for HQ SACT, the Contractor shall ensure that each Contractor Personnel will take a minimum of 15 and not more than 30 HQ SACT Work Days as personal leave during the course of a calendar year.

7. Coordination of Absences

To ensure the uninterrupted flow of HQ SACT projects, any absence by Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.

- a. Personal Leave. At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.
- b. Sickness. Should absences caused by sickness affect the performance of an HQ SACT project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual.

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- c. Other Absences. Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with the Delivery of the Service set out in paragraph 4.

8. Billable Hours

Only time spent by Contractor Personnel in the immediate performance of this Contract.

- a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.
- b. Overtime. All overtime within the limit of the contracted manyear or fraction thereof (total of 1800 hours for full year's service) shall be billed at the normal hourly rate set out in this contract.
- c. Non-performance. Personal leave, closing of the Headquarters by the order of the HQ SACT Chief of Staff, sickness, company coordination, company reports, training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

9. Commitment of Contractor Personnel

The Contractor warrants that the Contractor Personnel initially presented for the performance of this Contract will perform this Contract for its duration. Any exchanges of Contractor Personnel shall meet the requirements of the SOW and be performed only with written consent by the Contracting Officer.

10. Deficient performance

Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of HQ SACT Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW. The withdrawal or replacement of the Contractor Personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligation under the Contract. All expenses related to the withdrawal or replacement of the Contractor Personnel shall, in all cases, be borne exclusively by the Contractor. Any request by HQ SACT for the withdrawal or replacement of the Contractor Personnel shall not be considered to be a termination, in whole or in part, of the Contract, and HQ SACT shall not bear any liability in respect of such withdrawn or replaced personnel.

11. Contractor Responsibility for Contractor Personnel

11.1 The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be

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fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security and workmen's compensation schemes due.

11.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract, and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the laws and customs of the host nation and other nations in which he might be present on duty, and will observe a high standard of moral and ethical conduct.

11.3 Contractor personnel shall be professionally qualified and, if required to work with officials or staff of HQ SACT/NATO, and shall be able to do so effectively. The qualifications of the personnel proposed by the Contractor may be reviewed by HQ SACT prior to such person's performing any obligations under the contract, and HQ SACT may refuse to accept any such person offered by the Contractor for any reason permitted by law.

11.4 Within one working day after learning that any Contractor Personnel have been arrested or charged by law enforcement authorities with any offense other than a traffic infraction, as that term is defined by Virginia law, the Contractor shall provide written notice to inform HQ SACT about the particulars of the charges or offenses then known and shall continue to inform HQ SACT concerning all substantial developments regarding the disposition of such charges. If an arrest or charged offense implicates conduct indicating a security risk, in the sole discretion of SACT or his designee, the Contractor shall replace the Contractor Personnel in accordance with para 10 of these Special Terms and Conditions.

12. Billing

The Contractor shall bill time for Contractor Personnel at the hourly rate set out in this contract ONLY for billable hours.

13. Billing for Travel

Travel by Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel".

- a. The in-house Travel Agency will set the transport ceiling cost.
- b. Transport tickets purchased through the in-house travel agency will be reimbursed by HQ SACT directly to the in-house travel agency. These costs will not be invoiced by, or paid to, the contractor company. When transport tickets are purchased by the Contractor through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the Contractor.

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- c. All incidental expenses to include overhead for the performance of travel will be reimbursed through a flat NATO Civilian subsistence allowance as posted on <http://www.act.nato.int/budfin/contractortravel.htm>.

14. Invoices

All invoices shall be provided by the Contractor in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial Personnel Services shall contain, at a minimum,

- a. A breakdown of the Contractor Personnel;
- b. The billable hours performed by each of them by day; and also
- c. Indicating travel, absences or other relevant information; as well as
- d. Any overtime shall be provided together with the requisite COTR request.

15. Instructions for safety and management of the HQ

The Contractor shall ensure that the Contractor Personnel honour all HQ SACT Directives and further guidance by the Chief of Staff regarding the safety, security, and management of HQ SACT.

16. Work Space

If provided for in the SOW, HQ SACT will provide working spaces for the Contractor Personnel. Should these spaces not be considered adequate by the Contractor, the Contractor will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

17. Representation of HQ SACT/NATO

When dealing with third parties during the execution of this Contract, the Contractor Personnel shall present themselves as representatives of the Contractor working under contract for HQ SACT/NATO, and shall not represent themselves as employees of HQ SACT/NATO. Contractor Personnel shall not take decisions or make commitments for HQ SACT/NATO, or take action which would tend to cause third parties to rely on representations or commitments as though the Contractor Personnel have authority to take decision or make commitments for HQ SACT/NATO.

18. Ownership of Work Products

Except as is otherwise expressly provided in writing in the Contract, HQ SACT shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for HQ SACT under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or

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during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for HQ SACT. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, HQ SACT does not and shall not claim any ownership interest thereto, and the Contractor grants to HQ SACT a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of HQ SACT, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the HQ SACT in compliance with the requirements of the applicable law and of the Contract. HQ SACT. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of HQ SACT, shall be made available for use or inspection by HQ SACT at reasonable times and in reasonable places, shall be treated as confidential and proprietary, and shall be delivered only to HQ SACT authorized officials on completion of work under the Contract.

19. Disclosure of Information

'Information' means all information or material, whether in oral, written, visual, electronic and/or other form disclosed to one party by or on behalf of the other party under or in connection with the Contract.

19.1. Subject to this clause each party shall;

- (a) Treat in confidence all information it receives from the other party;
- (b) Agree not to disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract.
- (c) Upon request from the other party, return any information or erase any electronic files in its possession.
- (d) Abide by all NATO and HQ SACT information security regulations, directives, procedures or rules.

- (e) Not use any of that information otherwise than for the purpose of performing obligation arising under the Contract
 - (f) Not copy any of that information except to the extent necessary for the performance of obligation arising under the Contract.
- 19.2 The Contractor shall take all reasonable precautions necessary to ensure that all information disclosed to the Contractor by or on behalf of HQ SACT under or in connection with the Contract:
- (a) Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract.
 - (b) Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for HQ SACT under the Contract or any sub-contract under it.
- 19.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this Paragraph before they receive information and take such steps as may be reasonably practical to enforce such arrangements.
- 19.4 Neither party shall be in breach of this Paragraph where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a legal or judicial obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the information is made aware of and asked to respect its confidentiality, and shall inform the HQ SACT Purchasing and Contracting office and/or Legal office, unless such disclosure is otherwise prohibited by law. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Paragraph.

20. Assigning, Transferring, Pledging or Making Dispositions

Under the Contract. The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, or any part of the Contract, or any of the rights, claims or obligation under the Contract except with the prior written authorization of an authorized HQ SACT representative with authority to accept or execute a modification to the Contract ("authorized HQ SACT representative"). Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, without authority, shall not be binding on HQ SACT. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of an authorized HQ SACT representative. Any such unauthorized delegation, or attempt to do so, shall not be binding on HQ SACT.

21. Subcontractors

In the event the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of an authorized HQ SACT representative. HQ SACT shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that HQ SACT reasonably considers is not qualified to perform obligations under the Contract or presents an unacceptable safety or security risk to the command. HQ SACT shall have the right to require any subcontractor's removal from HQ SACT premises without having to give any justification. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and condition of the Contract.

22. Indemnification

- a. The Contractor shall indemnify, defend, and hold and save harmless, HQ SACT and its officials, agents and employees, from and against all suits, proceedings, claims, demands losses and liability of any kind or nature brought by any third party against HQ SACT including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to allegation or claims that the possession or use by HQ SACT of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to HQ SACT under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractors published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party, or any actors of omissions of the Contractors or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for worker's compensation.
- b. The Contractor also shall be obligated, at its sole expense, to defend HQ SACT and its officials, agents and employees, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of NATO, any subordinate NATO command, activity or agency, and HQ SACT

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or any matter relating thereto, for which only NATO and HQ SACT is authorized to assert and maintain. HQ SACT shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

- c. In the event the use by HQ SACT of any goods, property or services provided or licensed to HQ SACT by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe on any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall promptly procure for HQ SACT the unrestricted right to continue using such goods or services provided to HQ SACT, replace or modify the goods or services provided to HQ SACT, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing, or refund to HQ SACT the full price paid by HQ SACT for the right to have or use such goods, property or services, or part thereof.

23. Insurance and Liability

The Contractor shall pay HQ SACT promptly for all loss, destruction, or damage to the property of HQ SACT caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract. Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses, insurance against all risks in respect of its property and any equipment used for the performance of the Contract; workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract; liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles or other transportation vehicles and equipment, whether or not owned by the Contractor; and, such other insurance as may be agreed upon in writing between HQ SACT and the Contractor. The Contractor's liability policies shall also cover subcontractors and all defence costs and shall contain a standard "cross liability" clause. The Contractor acknowledges and agrees that HQ SACT accepts no

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responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract. Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by HQ SACT, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall: name HQ SACT as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; include a waiver of subrogation of the Contractor's insurance carrier's rights against HQ SACT; provide that HQ SACT shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and, include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to HQ SACT. The Contractor shall be responsible to fund all amounts within any policy deductible or retention. Except for any self-insurance program maintained by the Contractor and approved by HQ SACT for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to HQ SACT. Prior to the commencement of any obligations under the Contract, the Contractor shall provide HQ SACT with evidence, in the form of certificate of insurance or such other form as HQ SACT may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. HQ SACT reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify HQ SACT concerning any cancellation or material change of insurance coverage required under the Contract. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

24. Equipment furnished by HQ SACT to the Contractor

Title to any equipment and supplies that may be furnished by HQ SACT to the Contractor for the performance of any obligations under the Contract shall rest with HQ SACT, and any such equipment shall be returned to HQ SACT at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to HQ SACT, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate HQ SACT for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

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25. Publicity and the Use of the Name, Emblem or Official Seal of HQ SACT.

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with HQ SACT, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of HQ SACT, or any abbreviation of the name of HQ SACT in connection with its business or otherwise without the written permission HQ SACT.

26. Privileges and Immunities.

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of HQ SACT, including its subsidiary commands or activities.

27. Force Majeure, and Other Changes in Conditions

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, HQ SACT shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Paragraph pertaining to termination rights, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, HQ SACT shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days. Force majeure as used herein means any unforeseeable and irresistible act of nature or destructive weather, a cataclysmic environmental event, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force,

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provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which HQ SACT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

28. Nonwaiver of Rights.

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

29. Non-exclusivity

Unless otherwise specified in the Contract, HQ SACT shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and HQ SACT shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

30. Modifications

Only the HQ SACT Contracting Officer or his designee, or such other Contracting authority as HQ SACT has made known to the Contractor in writing, possesses the authority to agree on behalf of HQ SACT to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against HQ SACT unless provided by a valid written amendment to the Contract signed by the Contractor and the HQ SACT Contracting Officer or his designee. A Contracting Officer's Technical Representative does not have authority to modify the terms or conditions of the Contract in any manner, but may only administer the Contract according to its terms. If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with the procedures for amendments established herein. The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against HQ SACT nor in any way shall constitute an agreement by HQ SACT thereto unless any such undertakings, licenses or other forms are

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the subject of a valid amendment concluded in accordance with the terms of the Contract.

31. Audits and Investigations

Each invoice paid by HQ SACT shall be subject to a post-payment audit by auditors, whether internal or external, of HQ SACT or by other authorized and qualified agents of HQ SACT at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. HQ SACT shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by HQ SACT other than in accordance with the terms and conditions of the Contract. HQ SACT may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to HQ SACT access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants, auditors, or other managers, employees or advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by HQ SACT hereunder.

32. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to HQ SACT in connection with the performance of its obligations under the Contract, except as otherwise required by law. Should any authority external to HQ SACT seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify HQ SACT and provide all reasonable assistance required by HQ SACT. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of HQ SACT, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of HQ SACT.

33. Lawful Conduct and Officials Not to Benefit Personally

The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of HQ SACT any direct or indirect benefit

arising from or related to the performance of the Contract or of any other contract with HQ SACT or the award thereof or for any other purpose intended to gain an advantage for the Contractor. Any such offer discovered post-award shall result in immediate termination of the contract, disqualification from future business with HQ SACT, and provision of information pertaining to the transaction or attempted transaction to law enforcement authorities. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

34. Child Labour and Sexual Exploitation of Others

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with or violation of state or federal child labour laws or international human rights law, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse in violation of state or federal law or international human rights obligations of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35. Termination

Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

36. HQ SACT may terminate the Contract

HQ SACT may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of HQ SACT applicable to the performance of the Contract or the funding of HQ SACT applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, HQ SACT may terminate the Contract without having to provide any justification therefor.

37. In the event of any termination

In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by HQ SACT, the Contractor shall, except as may be directed by HQ SACT in the notice of termination or otherwise in writing, take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; place no further subcontracts or orders for materials, services, or facilities, except as HQ SACT and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated; terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated; transfer title and deliver to HQ SACT the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated; deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to HQ SACT thereunder; complete performance of the work not terminated; and, take any other action that may be necessary, or that HQ SACT may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which HQ SACT has or may be reasonably expected to acquire an interest. In the event of any termination of the Contract, HQ SACT shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, HQ SACT shall not be liable to pay the Contractor except for those goods delivered and services provided to HQ SACT in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from HQ SACT or prior to the Contractor's tendering of notice of termination to HQ SACT. HQ SACT may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; the Contractor is granted a moratorium or a stay, or is declared insolvent; the Contractor makes an assignment for the benefit of one or more of its creditors; a Receiver is appointed on account of the insolvency of the Contractor; the Contractor offers a settlement in lieu of bankruptcy or receivership; or HQ SACT reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract. Except as prohibited by law, the Contractor shall be bound to compensate HQ SACT for all damages and costs, including, but not limited to, all costs incurred by HQ SACT in any legal or non-legal proceedings, as a result of any of the events specified above pertaining

to insolvency and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform HQ SACT of the occurrence of any of the events specified above, and shall provide HQ SACT with any information pertinent thereto. The provisions of this paragraph are without prejudice to any other rights or remedies of HQ SACT under the Contract or otherwise.

38. Immunity from Taxation

The Paris Protocol, an international agreement, provides HQ SACT, including its subsidiary and affiliated agencies, commands, organizations and activities, is exempt from all direct taxes, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of HQ SACT from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with HQ SACT to determine a mutually acceptable procedure. The Contractor authorizes HQ SACT to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with HQ SACT before the payment thereof and HQ SACT has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide HQ SACT with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and HQ SACT shall reimburse the Contractor for any such taxes, duties, or charges so authorized by HQ SACT and paid by the Contractor under written protest.