

**IFIB-ACT-SFN-19-37 Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras,**

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

**AMMENDMENT #2**  
**Modifications/Clarifications Changes In Red**

**Changes on page 45 regarding acceptable tray layouts. Further information can be found at: [https://www.act.nato.int/images/stories/budfin/ifib019037\\_qa3.pdf](https://www.act.nato.int/images/stories/budfin/ifib019037_qa3.pdf)**

**Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal.**

**Part 1 Bidding Instructions**

**IFIB-ACT-SFN-19-37**

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## **PART 1 BIDDING INSTRUCTIONS**

### **1. General.**

This is a Firm Fixed Price (FFP) Deliverables Contract for the renovation of Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal.

### **2. Classification.**

This Invitation for International Bid (IFIB) is an **UNCLASSIFIED** document.

### **3. Definitions.**

- a) The “Prospective Bidder”, shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this 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 which the contract is awarded.
- d) The term “Contracting Officer” designates the individual empowered to obligate the headquarters to a contractual obligation and to exercise overall supervision, from the HQ SACT perspective, of contract performance.
- e) “Contracting Officer’s Technical Representative” or “COTR” is the official who is appointed by HQ SACT and authorized in writing by the Contracting Officer to serve as their authorized representative, and to perform specific technical or administrative functions until their appointment is terminated by the Contracting Officer
- f) The term “HQ SACT” shall refer to Headquarters, Supreme 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.

**4. Eligibility.**

This IFIB is open to companies:

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

**5. Duration of Contract.**

- (a) The contract awarded shall be effective on or around **23 September 2019** or upon date of award, whichever is the later, subject to availability of funding, until **31 December 2019**.

**6. Exemption of taxes.**

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

**7. Amendment or Cancellation.**

- (a) HQ SACT reserves the right to amend or delete any one or more of the terms, conditions or provisions of the 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. 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 10 calendar days prior to the bid closing date.

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

## **9. Site Survey**

(a) A mandatory site survey of the facility will occur on the following dates:

- 26 June: 1000-1200 or 1400-1600
- 27 June: 1000-1200 or 1400-1600
- 28 June: 1000-1200

**PROSPECTIVE BIDDERS MUST ATTEND ONE OF THE AVAILABLE SITE SURVEYS. ATTENDANCE IS REQUIRED FOR A PROPOSAL TO BE CONSIDERED TECHNICALLY COMPLIANT.**

Please pre-register by contacting Ana Serra at [A.Serra@sfn.nato.int](mailto:A.Serra@sfn.nato.int),  
Office: + 351 21 4404232.

## **10. Bid closing date.**

(a) Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **20 August 2019, 1500 hours**, Eastern Standard Time, Norfolk, Virginia, U.S.A. No bids shall be accepted after this time and date. **NOTE: HQ SACT is located on a secure naval installation. Potential bidders are responsible for ensuring bids arrive before the due date. No bids will be accepted beyond the closing date. HQ SACT is not responsible for any late received proposals due to base access issues or mail courier issues/delays.**

## **11. Bid Validity.**

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

## **12. Contents 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 **20 August 2019, 1500 hours**, Eastern Standard Time, Norfolk, Virginia, USA.

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

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

## **13. 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 #2). Within the single package shall be the Technical and Price volumes, separately packaged and clearly identified.
- (b) An electronic copy of the proposal, not to include the Price volume is required to be sent to the assigned Contracting Officer, prior to the established bid closing date.
- (c) Proposal packages may be made by mail, courier or hand carried.
- (d) Proposal packages must be either be delivered to the HQ SACT via a verifiable shipment method (i.e. FEDEX, DHL, USPS, etc) or 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 as the habitual residence and place of performance is HQ SACT, Norfolk, Virginia.

(f) 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.

(g) No oral bids or oral modifications or telephonic bids shall be considered.

(h) 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.

#### **14. Late Proposals.**

(a) It is solely the bidder's responsibility 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.

(b) A delay in a commercial courier service or delay in accessing a US Government military installation does not constitute an excusable delay, and the proposal will not be accepted.

(c) Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of NATO staff mishandling shall the bid be considered.

#### **15. Bid Withdrawal.**

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

#### **16. Bid Evaluation.**

(a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of HQ SACT. Contract award shall be based upon the **Lowest Priced, Technically Compliant bid**. Such determinations shall be consistent with the evaluation criteria specified in the 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 and requested Enclosures 1-5, as listed in this IFIB (Pass/Fail).
- Successful determination of Technical compliance. (Pass/Fail).
- Successful cost price criteria. (Lowest Price Technically Compliant Offer).
- Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the next phase (price) of the Contract Award Committee two-step process.
- Contract Award Committee (CAC) shall open and record the price proposals of the Technically Compliant offers.

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

NATO will collect information from references provided by the Offeror in regard to its past performance. The Offeror must provide the information requested for performance risk evaluation, or affirmatively state that it possesses no directly related or similar past performance. Firms lacking relevant past performance shall receive a “technically not compliant” evaluation for performance risk.

## **17. Clarifications.**

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

## **18. Award.**

- (a) HQ SACT will award to a single source. Subcontracting is permitted, if all other administrative requirements are met.
- (b) HQ SACT Contract Awards Committee shall award the contract to the Bidder whose compliant proposal represents the Lowest Priced offer.
- (c) HQ SACT reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this IFIB.
- (d) Contract Award date is anticipated on or about 23 September 2019.

**19. Communications.**

(a) 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.

**20. Point of contact is:**

LCDR Mike DiProspero HQ SACT Contracting

Officer [michael.diprospero@act.nato.int](mailto:michael.diprospero@act.nato.int) or

Mrs. Kellie Hagen Contracting Specialist

[kellie.hagen@act.nato.int](mailto:kellie.hagen@act.nato.int)

(b) All correspondence shall be forward to:

Purchasing & Contracting,

BUDFIN Branch,

IFIB ACT-SFN-19-37,

7857 Blandy Road, Suite 100,

Norfolk, VA, U.S.A.

**PROPOSAL CONTENT / CHECKLIST**

Table of Contents

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

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

**SEALED BID TO IFIB-ACT-SFN-19-37**

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

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

**HQ SACT**

**IFIB-ACT-SFN-19-37**

**Attn: LCDR Mike DiProspero**

**7857 Blandy Road, Suite 100,**

**Norfolk, VA 23551-2490**

**U.S.A**

Enclosure 3

**COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SFN-19-37**

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SFN-19-37. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SFN-19-37, and the intended contract with the following exception(s); such exemptions are considered non substantial to the HQ SACT solicitation provisions issued.

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

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

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

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

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Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non- substantial deviations may be accepted. Substantial changes shall be considered non-responsive.



## PAST PERFORMANCE INFORMATION FORM

## PAST PERFORMANCE DATA

**Contracting Agency:**

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**(b) Contract No:**

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**(c) Type of Contract (Firm Fixed Price, IDIQ, Requirements):**

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**(d) Title of Contract:**

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**(e) Description of Work Performance and Relevance to Current Acquisition (Type of facility, capacity, estimated patronage, summary of staff used):**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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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**(k) Complete Contact Information for client:**

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

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**Name/Signature of Authorized Company Official**

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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.

***IFIB-ACT-SFN-19-37 SEALED BID PRICE PROPOSAL***

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

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

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

Contracts Award Committee.

ATTN: LCDR MikeDiProspero

7857 Blandy Road, Suite 100

Norfolk, VA 23551

**SUBJECT: IFIB-ACT-SFN-19-37 Sealed Bid Price Proposal**

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Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non responsive.

## IFIB-ACT-SFN-19-37

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-SFN-19-37 and the “**Insert :Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Deliverable	(Cost) Per Phase
Post Award Schedule Finalization Meeting	
Phase 1	
Phase 2	
Phase 3	
Phase 4	
Phase 5	

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Bidder’s proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non responsive.

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

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

Authorizing Company Official:

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

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

\_\_\_\_\_

Authorizing Company (Signature): \_\_\_\_\_, Date: \_\_\_\_\_.

**Company name** Witness Official:

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

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

\_\_\_\_\_

Witness Signature: \_\_\_\_\_, Date \_\_\_\_\_

NATO UNCLASSIFIED



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



## Statement of Work

for

**Contract Support: Renovation and Expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal.**

### 1. Introduction.

- a. **STRIKFORNATO's Mission Statement:** On order, STRIKFORNATO (SFN) will provide a Maritime Battle Staff Operational Command (OPCOM) directly to SACEUR to deliver a rapidly deployable and scalable headquarters capable of planning and executing full spectrum joint maritime operations and providing command and control of maritime Ballistic Missile Defence, primarily through integration of U.S. naval and amphibious forces, in order to provide assurance, deterrence, and collective defence for the Alliance.

### 2. Background, Scope and Requirements.

#### a. Background.

HQ SFN is located at the TAF Building within the perimeter of the Portuguese Military compound, Reduto Gomes Freire in Oeiras, Portugal. The TAF Building is an above ground 3-story structure. The 2nd and 3rd floors of which is the focus of this statement of work. The dimensions of the 2nd floor are 17,694.7ft<sup>2</sup> with 52 rooms and the dimensions of the 3rd floor are 11,119.1ft<sup>2</sup> with 36 rooms. The TAF building's current Information Technology (IT) network infrastructure supports 3 different NATO communications enclaves: NATO Unclassified (NU), NATO Secret (NS), and the NATO Mission Secret (MS) networks. These three enclaves combined are known as the NATO network which is composed of both fibre optic and category 5 enhanced (CAT5e) cabling. The NATO network supports and provides access to both classified and unclassified information via 300 network connections disseminated throughout the second and third floors of the TAF building. The NATO network is administered by a government contractor (NATO Communications and Information Agency (NCIA) CIS Support Unit Lisbon detachment) who manages the NATO network connectivity to both classified and unclassified servers via 4 network switch rooms located in various locations within the TAF building. The NATO network combined with 50 individual air conditioning units, overhead lighting and various appliances within the TAF building exceeds the electrical load of the current electrical distribution system

resulting in intermittent power outages throughout the building. Therefore, upgrading the NATO IT network will also involve upgrading the electrical distribution systems to support the increased electrical load required to support the increased number of computers, monitors, network routers, and switches that will be installed during this project. Furthermore, the spaces housing the upgraded network will increase air conditioning usage to keep the equipment and personnel working within these spaces cool. This requirement will increase the amount of electricity required for STRIKFORNATO to operate in the TAF building. These are the primary factors supporting the requirement for the TAF building's electrical system upgrade during this installation.

**b. Scope.**

The scope of this requirement is outlined in paragraph 6.d. and shall be executed using a phased approach.

**c. Requirements.**

- I. The work requirements in this statement of work will be performed at a Government installation classified at the NATO SECRET level. Contractor personnel involved in the performance of this task will require access to the classified government facility and shall have a NATO SECRET clearance.
- II. Contractor will be responsible for the installation of fiber optic and Category 5 enhanced (CAT5e) cabling. Contractors must have the necessary training and qualification to install fiber optic and CAT5e or higher cables to include their terminating adapters/connectors. TFS-CFS or equivalent required (The Fiber School-Certified Fiber Optic Installer)
- III. Contractor will be responsible for the purchase of new (not refurbished) network switches outlined in paragraph C. Technical details, subparagraph I.
- IV. Contractor must have an onsite representative who understands the physical layer of computer networking devices to include various types of networking cables, switches, routers, repeaters, terminal adapters and ports. CCNA and / or Network + Certification required.
- V. Contractor shall provide technical services, labor and material required to support the STRIKFORNATO TAF building's computer network hardware replacement and expansion.
- VI. Contractor shall provide the Contracting Officer's Technical Representative (COTR) with a bill of quantities for all materials required to complete the project.



- VII.** Contractor shall present all materials to the COTR for approval prior to installation. Materials will not be installed without prior COTR approval.
- VIII.** Power Supply: Contractor will ensure all equipment installed meets current EU quality and safety standards. Contractors will specify all materials to be used on the power supply in their proposal.
- IX.** Contractor must provide a European Industry Certified Electrician with the necessary qualifications and testing equipment to perform upgrades to the TAF building's power distribution system.
- X.** Upon completion of the installation of the physical network infrastructure, CIS Support Unit Lisbon will be responsible for testing and verifying that all network connections and services are fully operational to effectively support SFN mission.
- XI.** CIS Support Unit Lisbon personnel will be required to support the contractor gaining access to switch rooms or others locations that only CIS Support Unit Lisbon personnel can access. This includes providing personnel for security escorts in order to enable the contractor to complete their work within the four switch rooms.
- XII.** Contractor will provide Certification of a One Year Maintenance and Defective Product Warranty.

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

- a.** This is a Firm Fixed Price (FFP) Contract based on the Statement of Work deliverables and schedule. The contract will be evaluated and awarded as a Lowest Price Technically Compliant (LPTC) submission.
- b. Period of Performance.** The requirement is for a single period from 24 September 2019 to 15 December 2019 based on the Statement of Work Deliverables' schedule.
- c. Options.** There are no option-years or periods to support this contract.

### **4. Place of Performance.**

- a.** The contractor is expected to perform the required work at Headquarters Naval Striking and Support Forces NATO, Reduto Gomes Freire, Estrada da Medrosa, 2780-070 Oeiras, Portugal.

## **5. Partial Bidding and Teaming Arrangements.**

- a. Partial bidding is not allowed. Subcontracting and teaming arrangements are permissible so long as there is one administrative POC and one billing agent POC from the prime contractor.

## **6. Overview of Duties for the Contract**

- a. The contractor shall perform tasks/functions, complete and submit approved deliverables, and submit periodic reports as directed in para 6.b.
  - I. A storage facility for contractor materials and tools is not available within the TAF building. Prior to beginning any work the contractor will be required to coordinate with SFN J4 RLS Engineer, Mr. Rui Quendera (see contact details on page 16), to obtain storage space on the base for containers if used to house materials required to complete the installation. The contractor is responsible for supplying their own storage containers.
  - II. Damage Clause: The contractor will be responsible for repairing all utilities, facilities, physical structures, buildings or other fixtures damaged during performance of this contract. The current IT cabling shares spaces with conduits for air conditioning units and other electrical cabling. If any of these existing conduits or cabling is damaged by the contractor during the IT cabling upgrade process, through mistake, negligence, gross negligence, wilful misconduct, or any other legal standard of culpability as determined by COMSTRIKFORNATO, it is the responsibility of the contractor to return them to their original working condition. The contractor is required to immediately inform COMSTRIKFORNATO of any suspected damage. The responsibility for such loss of, or damage to, the infrastructure and assets during this process will rest exclusively with the contractor. Any such loss or damage will be rectified and/or compensation made as expeditiously as possible, in coordination with COMSTRIKFORNATO. Any manufacturer producer's warranty on the assets and infrastructure, if applicable, will be taken into consideration in estimating the exact amount/impact of such loss and/or damage. The contractor shall fully indemnify, hold harmless and defend COMSTRIKFORNATO and its officers and employees from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to any act or omission of the contractor.

### **b. Tasking and Deliverables.**

The contractor shall be responsible for the functions and deliverables listed in Table 1 and technical details below in accordance with floor plan incorporated by reference and soft copies of the floorplans will be provided during the site visit. The contractor will be required to sign and must certify that the floor plan will not be

disseminated after receipt and will be destroyed in the event of non-award. As an additional assurance that the work is reviewed and accepted, the contractor shall detail the functional tasks performed, outcomes recorded and related information in monthly briefings/report and a formal briefing/report at the conclusion of the project to the Contracting Officer's Technical Representative (COTR).

**c. Technical Details.**

- I. Switches: Individual switches are stacked. Each stack is connected with 2 trunks to the Core Switch. **Contractor is responsible for procuring the following:**

DELL S4048-ON (Core)  
DELL S3148P (VoIP)  
DELL S3124F (ON/NS)

**The quantity required is provided in the table below:**

<b>Location</b>	<b>Actual capacity</b>	<b>Future capacity</b>	<b>Switch</b>	<b>SFPs</b>
Sector M (3 <sup>rd</sup> floor)	5 NS SWs (max. 120 users)	101 NS	5 X DELL S3124F	50 X 1 Gb SFP & 289 X 100Mb SFP
	2 NU SWs (max 48 users)	164 NU	4 X DELL S3148P	
Sector N (2 <sup>nd</sup> floor)	7 NS SWs (max 168 users)	194 NS	8 X DELL S3124F	
	6 NU SWs (max 144 users)	170 NU	4 X DELL S3148P	
Sector NA (JOC)	2 NS SWs (max 48 users)	44 NS	2 X DELL S3124F	
	2 NU SWs (max 48 users)	64 NU	2 X DELL S3148P	

- II. Cabling types:
  - Vertical cabling for all networks is: single mode fibre (SMF) optic.
  - Horizontal cabling for the ON is: multimode fibre (MMF) optic.
  - Horizontal cabling for the PBN is: CAT6a screened twisted pair.
- III. Optical & Copper Patches: Optical: please see attached 'IFIB-ACT-SFN-19-37 QA #1 file, answer # 3.  
[https://www.act.nato.int/images/stories/budfin/ifib019037\\_ga1.pdf](https://www.act.nato.int/images/stories/budfin/ifib019037_ga1.pdf)  
Copper: same patching philosophy that exists in current infrastructure, 1 cable for patch panel (1 or 2 meters), 1 cable for VoIP phone (various lengths) and 1 cable to connect phone to PBN WS (1 meter), all of these per user.
- IV. Distribution: 10Gbps / Access: 1Gbps
- V. Electrical plugs (220V) / Electrical panels cabling: Contractor should refer to Annex B and Annex C for Electrical Principle and Consumption Report for requirements for material, loads, and information regarding the TAF building's electrical profile.

**d. Scope.**

- I. Contractor shall use a phased approach to perform technical installation, all labor, and provide material required to support the SFN TAF Building network architecture upgrade while maintaining partial network connectivity to support SFN operations. Rearrangement to the phases may be needed during the construction period. The COTR reserves the right to adjust phase implementation or phase schedule if de-confliction is necessary. SFN HQs has to maintain operational readiness throughout the whole project.
- II. **Phase 0: Preparation before contractors can begin work.**
  - a. SFN will coordinate the move of the Support Branch personnel from the second floor of the TAF building to the COMNAV building. All personal items and hard copy files will be removed by the vacating staff member. J6 will coordinate the removal of all information systems to include monitors, keyboards, phones, printers, and shredders. The contractor will be responsible for physically moving all furniture and appliances away from walls and to the center of the rooms and covering it with protective tarps to avoid damage to include dust damage. The contractor will also be responsible for laying down protective flooring in work spaces and areas adjacent to work spaces to prevent damage to flooring, paying special attention to protecting carpeted spaces. This phase is estimated to be completed within two working days. Upon completion of this phase contractor demolition work can begin. The following 20 rooms will be vacated 201, 201A, 201B, 201C, 201D, 201E, 202, 202A, 203, 204, 205, 240, 240A, 242, 243, 244, 245, 246, 247, 248.

### **III. Phase 1: Contractor work begins.**

- a.** Contractor shall remove all CAT 5E and Fiber Optic network cabling identified as supporting NATO UNCLASSIFIED (NU), NATO MISSION SECRET (MS), and NATO SECRET (NS) enclaves that traverse all 20 rooms to include hallways, and the four NCIA switch rooms located on the second floor of the TAF building.
- b.** Contractor shall turn off the electrical power at the power panel for 20 rooms and the hallway areas in order to remove all network ports, electrical outlets and cable conduit connected to the walls and ceiling in all 20 rooms and hallway areas.
- c.** Contractor shall remove all white electrical cables traversing all 20 rooms and the hallway areas that terminate at two separate power panels (power panels QE2, QN1) located in room 202. These power panels QE2 and QN1 are to be removed in order to replace. (These power panels provide electricity to the second and third floors of the TAF building; the Command Group will be impacted.)
- d.** Contractor shall discuss with Contracting Officer Technical Representative (COTR) to determine if electrical cables and its respective conduit supporting air conditioning units for all 20 rooms should be removed.
- e.** Contractor shall remove all metal CAT 5E cable distribution holders traversing hallways throughout the building.
- f.** Contractor shall install 3 sets of Fiber Optic cables to traverse the hallways and all 20 rooms to provide network connectivity to the NU/NS/MS enclaves supporting the respective network diagram port count. Contractor shall install the appropriate amount of conduit to enclose these network fiber optic cables traversing the hallways and all 20 rooms. This will include drilling holes into various types of walls to include brick and sheetrock.
- g.** Contractor shall install electrical cables originating from new QE2 and QN1 power panels to provide electricity to the hallways and all 20 rooms to support overhead lighting, air conditioning systems, and all information systems connected to the electrical infrastructure.
- h.** Contractor shall install all conduit supporting both electrical and computer network requirements along the ceilings, outer flooring and walls.
- i.** At the completion of all line items before paragraph 6.d.III.i, contractor shall notify J6 Representative to coordinate a date and time for verifications of

network connectivity testing with NCIA. This includes the activation of network ports, switches, routers, phones, and all other information systems to verify connectivity to NCIA's NU/NS/MS network servers.

- j. SFN J4 and J6 shall have three days to install furniture and information systems to support network testing and the move of J5 and J2 Departments into the following spaces: 201, 201A, 201B, 201C, 201D, 201E, 202, 202A, 203, 204, 205, 240, 240A, 242, 243, 244, 245, 246, 247, 248.
- k. Once network connectivity and electrical safety has been successfully established. J5 and J2 Lower Joint Operations Center will be authorized three days to move into all 20 rooms with assistance from the J6. Additionally, STRIKFORNATO Command Group will have two days to move to vacate J5 spaces to continue operations. During this time frame Contractor shall begin demolition of the Joint Operations Center, Lower Joint Operations Center, and Command Group spaces as detailed in Phase Two.

#### **IV. Phase 2:**

- a. SFN CG with assistance from the J4 and J6 will vacate all Command Group personnel located on the third floor and move to the vacant J5 spaces located on the third floor of the TAF. All personal items and hard copy files will be removed by the vacating staff member. All personal items and hard copy files will be removed by the vacating staff member. J6 will coordinate the removal of all information systems to include monitors, keyboards, phones, printers, and shredders. The contractor will be responsible for physically moving all furniture and appliances away from walls and to the center of the rooms and covering it with protective tarps to avoid damage to include dust damage. The contractor will also be responsible for laying down protective flooring in work spaces and areas adjacent to work spaces to prevent damage to flooring, paying special attention to protecting carpeted spaces. This item is estimated to be completed within two working days. Upon completion of the above items, the contractor demolition work can begin. The following 15 rooms will be vacated 301, 301A, 302, 302A, 303, 304, 305, 306/308, 307, 310, 310A, 311, 312, 314, 314A.
- b. SFN J2 with assistance from the J4 and J6 will vacate the Lower Joint Operations Center and Joint Intelligence Center spaces and move into room 240 of the second floor of the TAF building. This includes removing all furniture and appliances, which will be coordinated by the J4. The removal of all information systems to include monitors, keyboards, phones, printers, and shredders will be coordinated by J6. All personal items and hard copy files will be removed by the vacating staff member. This item is estimated to be completed within two working days. Upon completion of the above items, the contractor demolition work can begin. The following 6 rooms will be vacated 215, 216, 217, 218B, 219, 219A.

- c. Contractor shall remove all CAT 5E and Fiber Optic network cabling identified as supporting NATO UNCLASSIFIED (NU), NATO MISSION SECRET (MS), and NATO SECRET (NS) enclaves that traverse all 21 rooms to include hallways, and the four NCIA switch rooms located on the second and third floors of the TAF building.
- d. Contractor shall turn off the electrical power at the power panel for 21 rooms and the hallway areas in order to remove all network ports, electrical outlets and cable conduit connected to the walls and ceiling in all 21 rooms and hallway areas.
- e. Contractor shall remove all white electrical cables traversing all 21 rooms and the hallway areas that terminate at two separate power panels (power panels QE2, QN1) located in room 202. These power panels QE2 and QN1 are to be removed in order to replace. (This step is mentioned here purposefully as these two power panels provide electricity to both the second and third deck of the TAF.)
- f. Contractor shall discuss with the COTR to determine if electrical cables and its respective conduit supporting air conditioning units for all 21 rooms should be removed.
- g. Contractor shall install 3 sets of Fiber Optic cables to traverse the hallways and all 21 rooms to provide network connectivity to the NU/NS/MS enclaves supporting the respective network diagram port count. Contractor shall install the appropriate amount of conduit to enclose these network fiber optic cables traversing the hallways and all 21 rooms. This will include drilling holes into various types of walls to include brick and sheetrock.
- h. Contractor shall install electrical cables originating from new QE2 and QN1 power panels to provide electricity to the hallways and all 21 rooms to support overhead lighting, air conditioning systems, and all information systems connected to the electrical infrastructure.
- i. Contractor shall install all conduit supporting both electrical and computer network requirements along the ceilings, outer flooring and walls.
- j. At the completion of all line items before paragraph 6.d.IV.j, contractor shall notify J6 Representative to coordinate a date and time for verifications of network connectivity testing with NCIA. This includes the activation of network ports, switches, routers, phones, and all other information systems to verify connectivity to NCIA's NU/NS/MS network servers.
- k. SFN J4 and J6 shall have three days to install furniture and information systems to support network testing and the move of the Command Group and J2 Departments into the following spaces: 216, 217, 218B, 219, 219A, 301, 301A, 302, 302A, 303, 304, 305, 306/308, 307, 310, 310A, 312, 314, 314A.

- I. Once network connectivity and electrical safety is successfully established, the Command Group and J2 Departments will be authorized three days to move into all 21 rooms with assistance from the J6. The Command Group shall vacate all J5 Spaces located on the third floor. Additionally, SFN J7, J9, Information Management Officer (IMO), Public Affairs Officer (PAO), and Registry personnel will have two days to vacate and move into vacant J5 spaces to continue operations. During this time frame Contractor shall begin removal of all cabling and network hardware to be replaced in the J7, J9, IMO, PAO, and Registry spaces as detailed in Phase Three.

**V. Phase 3:**

- a. SFN J7, J9, IMO, PAO, and Registry personnel with assistance from the J4 and J6 will vacate all J7, J9, IMO, PAO, and Registry spaces located on the third floor and move into the vacant J5 spaces located on the third floor of the TAF building. All personal items and hard copy files will be removed by the vacating staff member. J6 will coordinate the removal of all information systems to include monitors, keyboards, phones, printers, and shredders. The contractor will be responsible for physically moving all furniture and appliances away from walls and to the center of the rooms and covering it with protective tarps to avoid damage to include dust damage. The contractor will also be responsible for laying down protective flooring in work spaces and areas adjacent to work spaces to prevent damage to flooring, paying special attention to protecting carpeted spaces. This item is estimated to be completed within two working days. Upon completion of this item, the contractor demolition work can begin. The following 9 rooms will be vacated 233, 233A, 306, 308, 309, 310, 311, 313, 314.
- b. SFN J1, J2, J8 personnel with assistance from the J4 and J6 will vacate all J1, J2, J8 spaces located on the second floor and move into the vacant Joint Operation Center space located on the second floor of the TAF building. This includes removing all furniture and appliances, which will be coordinated by the J4. The removal of all information systems to include monitors, keyboards, phones, printers, and shredders will be coordinated by J6. All personal items and hard copy files will be removed by the vacating staff member. This item is estimated to be completed within two working days. Upon completion of this item; the contractor demolition work can begin. The following 10 rooms will be vacated 209, 209A, 213, 214, 234, 235, 236, 238, 238A, 238B.
- c. Contractor shall remove all CAT 5E and Fiber Optic network cabling identified as supporting NATO UNCLASSIFIED (NU), NATO MISSION SECRET (MS), and NATO SECRET (NS) enclaves that traverse all 19 rooms to include hallways, and the four NCIA switch rooms located on the second and third floors of the TAF building.



- d. Contractor shall turn off the electrical power at the power panel for 19 rooms and the hallway areas in order to remove all network ports, electrical outlets and cable conduit connected to the walls and ceiling in all 19 rooms and hallway areas.
- e. Contractor shall remove all white electrical cables traversing all 19 rooms and the hallway areas that terminate at two separate power panels (power panels QE7, QN4, QE (Alpha) located in room 215 and 233. These power panels QE (Alpha), QE7 and QN4 are to be removed in order to replace. (This step is mentioned here purposefully as these two power panels provide electricity to both the second and third deck of the TAF.)
- f. Contractor shall discuss with the COTR to determine if electrical cables and its respective conduit supporting air conditioning units for all 19 rooms should be removed.
- g. Contractor shall install 3 sets of Fiber Optic cables to traverse the hallways and all 19 rooms to provide network connectivity to the NU/NS/MS enclaves supporting the respective network diagram port count. Contractor shall install the appropriate amount of conduit to enclose these network fiber optic cables traversing the hallways and all 19 rooms. This will include drilling holes into various types of walls to include brick and sheetrock.
- h. Contractor shall install electrical cables originating from new QE (Alpha), QE7 and QN4 power panels to provide electricity to the hallways and all 19 rooms to support overhead lighting, air conditioning systems, and all information systems connected to the electrical infrastructure.
- i. Contractor shall install all conduit supporting both electrical and computer network requirements along the ceilings, outer flooring and walls.
- j. At the completion of all line items before paragraph 6.d.V.j, contractor shall notify J6 Representative to coordinate a date and time for verifications of network connectivity testing with NCIA. This includes the activation of network ports, switches, routers, phones, and all other information systems to verify connectivity to NCIA's NU/NS/MS network servers.
- k. SFN J4 and J6 shall have three days to install furniture and information systems to support network testing and the move of the J1, J2, J8, J7, J9, IMO, PAO, and Registry Departments into the following spaces: 209, 209A, 213, 214, 233, 233A, 234, 235, 236, 238, 238A, 238B, 306, 308, 309, 310, 311, 313, 314.
- l. Once network connectivity and electrical safety has been successfully established, the J1, J2, J8, J7, J9, IMO, PAO, and Registry Departments will be authorized three days to move into all 19 rooms with assistance from the J6. The J1, J2, J8, J7, J9, IMO, PAO, and Registry Departments shall vacate all J5 Spaces located on the third floor and Joint Operations Center located on the

second floor. Additionally, SFN J3 will have two days to vacate and move into vacant Joint Operations Center to continue operations. During this time frame Contractor shall begin demolition of the J3 spaces as detailed in Phase Four.

**VI. Phase 4:**

- a. SFN J3 Department, with assistance from J4 and J6 will vacate all J3 spaces located on the second floor and move into the vacant Joint Operation Center located on the second floor of the TAF building. If additional spaces are required to house the J3 they will share the vacant J5 spaces with the DCOS Operations Department. All personal items and hard copy files will be removed by the vacating staff member. J6 will coordinate the removal of all information systems to include monitors, keyboards, phones, printers, and shredders. The contractor will be responsible for physically moving all furniture and appliances away from walls and to the center of the rooms and covering it with protective tarps to avoid damage to include dust damage. The contractor will also be responsible for laying down protective flooring in work spaces and areas adjacent to work spaces to prevent damage to flooring, paying special attention to protecting carpeted spaces. This item is estimated to be completed within two working days. Upon completion of this item, the contractor demolition work can begin. The following 3 rooms will be vacated 223-229, 223A, 230. Of note, room 223-229 is one large open room with seven entry points that include room numbers 223-229.
- b. SFN DCOS Operations Department with assistance from J4 and J6 will vacate all DCOS Operations spaces located on the third floor and move into the vacant J5 spaces located on the third floor of the TAF building. This includes removing all furniture and appliances, which will be coordinated by the J4. The removal of all information systems to include monitors, keyboards, phones, printers, and shredders will be coordinated by J6. All personal items and hard copy files will be removed by the vacating staff member. This item is estimated to be completed within two working days. Upon completion of this item; the contractor demolition work can begin. The following 5 rooms will be vacated 3001, 3003, 3003A, 3004, 3005.
- c. Contractor shall remove all CAT 5E and Fiber Optic network cabling identified as supporting NATO UNCLASSIFIED (NU), NATO MISSION SECRET (MS), and NATO SECRET (NS) enclaves that traverse all 19 rooms to include hallways, and the four NCIA switch rooms located on the second and third floors of the TAF building.
- d. Contractor shall turn off the electrical power at the power panel for 19 rooms and the hallway areas in order to remove all network ports, electrical outlets and cable conduit connected to the walls and ceiling in all 19 rooms and hallway areas.
- e. Contractor shall remove all white electrical cables traversing all 19 rooms and the hallway areas that terminate at two separate power panels (power panels QE7,

QN4, QE (Alpha) located in room 215 and 233. These power panels QE (Alpha), QE7 and QN4 are to be removed in order to replace. (This step is mentioned here purposefully as these two power panels provide electricity to both the second and third deck of the TAF.)

- f. Contractor shall discuss with the COTR to determine if electrical cables and its respective conduit supporting air conditioning units for all 19 rooms should be removed.
- g. Contractor shall install 3 sets of Fiber Optic cables to traverse the hallways and all 19 rooms to provide network connectivity to the NU/NS/MS enclaves supporting the respective network diagram port count. Contractor shall install the appropriate amount of conduit to enclose these network fiber optic cables traversing the hallways and all 19 rooms. This will include drilling holes into various types of walls to include brick and sheetrock.
- h. Contractor shall install electrical cables originating from new QE (Alpha), QE7 and QN4 power panels to provide electricity to the hallways and all 19 rooms to support overhead lighting, air conditioning systems, and all information systems connected to the electrical infrastructure.
- i. Contractor shall install all conduit supporting both electrical and computer network requirements along the ceilings, outer flooring and walls.
- j. At the completion of all line items before paragraph 6.d.VI.j., contractor shall notify J6 Representative to coordinate a date and time for verifications of network connectivity testing with NCIA. This includes the activation of network ports, switches, routers, phones, and all other information systems to verify connectivity to NCIA's NU/NS/MS network servers.
- k. SFN J4 and J6 shall have three days to install furniture and information systems to support network testing and the move of the J3 and DCOS Operations Departments into the following spaces: 223-229, 223A, 230, 3001, 3003, 3003A, 3004, and 3005.
- l. Once network connectivity and electrical safety has been successfully established, the J3 and DCOS Operations Departments will be authorized three days to move into all 8 rooms with assistance from J4 and J6. The J3 and DCOS Operations Departments shall vacate all J5 Spaces located on the third floor and Joint Operations Center located on the second floor. During this time frame, Contractor shall begin demolition of the J5 spaces as detailed in Phase Five.

## **VII. Phase 5:**

- a. SFN J5 spaces will be vacant of personnel upon completion of Phase 4. All personal items and hard copy files will be removed by the vacating staff member. J6 will coordinate the removal of all information systems to include monitors, keyboards, phones, printers, and shredders. The contractor will be responsible for physically moving all furniture and appliances away from walls and to the center of the rooms and covering it with protective tarps to avoid damage to include dust damage. The contractor will also be responsible for laying down protective flooring in work spaces and areas adjacent to work spaces to prevent damage to flooring, paying special attention to protecting carpeted spaces. This item is estimated to be completed within two working days. Upon completion of the above items, the contractor demolition work can begin. The following 3 rooms will be vacant 3015, 3018, 3019.
- b. Contractor shall remove all CAT 5E and Fiber Optic network cabling identified as supporting NATO UNCLASSIFIED (NU), NATO MISSION SECRET (MS), and NATO SECRET (NS) enclaves that traverse all 3 rooms to include hallways, and the four NCIA switch rooms located on the second and third floors of the TAF building.
- c. Contractor shall turn off the electrical power at the power panel for 3 rooms and the hallway areas in order to remove all network ports, electrical outlets and cable conduit connected to the walls and ceiling in all 3 rooms and hallway areas.
- d. Contractor shall remove all white electrical cables traversing all 3 rooms and the hallway areas that terminate at two separate power panels (power panels QE7, QN4, QE (Alpha) located in room 215 and 233. These power panels QE (Alpha), QE7 and QN4 are to be removed in order to replace. (This step is mentioned here purposefully as these two power panels provide electricity to both the second and third deck of the TAF.)
- e. Contractor shall discuss with the COTR to determine if electrical cables and its respective conduit supporting air conditioning units for all 3 rooms should be removed.
- f. Contractor shall install 3 sets of Fiber Optic cables to traverse the hallways and all 3 rooms to provide network connectivity to the NU/NS/MS enclaves supporting the respective network diagram port count. Contractor shall install the appropriate amount of conduit to enclose these network fiber optic cables traversing the hallways and all 3 rooms. This will include drilling holes into various types of walls to include brick and sheetrock.
- g. Contractor shall install electrical cables originating from new QE (Alpha), QE7 and QN4 power panels to provide electricity to the hallways and all 3 rooms to support overhead lighting, air conditioning systems, and all information systems connected to the electrical infrastructure.

- h. Contractor shall install all conduit supporting both electrical and computer network requirements along the ceilings, outer flooring and walls.
- i. At the completion of all line items before paragraph 6.d.VII.i, contractor shall notify J6 Representative to coordinate a date and time for verifications of network connectivity testing with NCIA. This includes the activation of network ports, switches, routers, phones, and all other information systems to verify connectivity to NCIA's NU/NS/MS network servers.
- j. SFN J4 and J6 shall have three days to install furniture and information systems to support network testing. This space will not have permanent SFN personnel but will be operational to support SFN augments when assigned.
- k. Once network connectivity and electrical safety is successfully established, the upgrade of the TAF building offices spaces is complete.

## **7. Personnel Requirements for Statement of Work**

- a. **Experience.** Prime contractor and subcontractor(s)/teaming partners (if applicable) must have 10 years of experience as a general contractor.

### **b. Special Requirements**

- I. Perform a site survey to develop the proposal. This site survey is mandatory and not chargeable to NATO. Only one site survey attendance is required. The dates of the site survey are the following:
  - 26 June: 1000-1200 or 1400-1600
  - 27 June: 1000-1200 or 1400-1600
  - 28 June: 1000-1200
- II. Both Prime and subcontractor must be fluent in English (oral and written).

## **8. Training N/A**

## **9. Price Proposal.**

- a. Provide cost information sufficient to determine the realism of the proposal to include but not limited to bill of quantities for all materials used in the project.

## **10. Contractor Performance Requirements and Reporting**

- a. A Contracting Officer's Technical Representative (COTR) shall be assigned by the Contracting Officer. The COTR shall provide direction, guidance, and support

information as needed for all technical and content areas of the SOW.

**b. The COTR shall:**

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW
  - Review (and approve) all Contractor duties for completeness and accuracy
  - Review the Contractor's work at a minimum of monthly, or more often if needed
- c. The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his roles and responsibilities to which he shall sign formal acceptance.**

## **11. Contract Reporting**

- a. As specified in Para 6.b (tasking and deliverables) the Contractor shall submit a monthly report to the COTR and the Contracting Officer, detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:**
- I. Name (s) of contractor personnel assigned to work.**
  - II. Summary of work for tasking and deliverables for the reporting period.**
  - III. Tasking and deliverables met for reporting period.**
  - IV. Interim tasking and deliverables (interim and final) to be met for the coming month.**
  - V. Current or anticipated problems/deficiencies and recommended solutions.**
  - VI. At the conclusion of the project, the Contractor is required to deliver to the COTR a technical compilation/catalogue of all materials used (paper and electronic).**
- b. The COTR may amend the reporting requirements to receive alternate/additional data and information on a more frequent or less frequent basis, and to request other reports that detail designated aspects of the work or methods to remedy problems and deficiencies. The Contracting Officer shall receive a minimum of a monthly report, regardless of COTR changes. However, note that the report is NOT a deliverable subject to acceptance. The Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how the problem shall be corrected and any impact to on-going work.**

## **12. Proof of Past Performance**

- a. The contractor is to provide a minimum of two (2) past performance citations (for work within the past five years) to show that it has successfully completed work that is similar to or directly traceable to the scope of work and requirements outlined in this**

SOW.

### **13. Contractor Technical Evaluation**

- a. Each responding Contractor company shall be judged on technical information provided in response to this SOW to determine Technical Compliance. It is the responsibility of the contractor company to clearly demonstrate both the company and nominated individual unequivocally meet full compliance. Proposals shall be assessed and evaluated in accordance to Annex A to this solicitation. All applicable resumes are mandatory to enable a professional evaluation.

### **14. Furnished Materials**

- a. Contractor shall furnish all tools and material if not otherwise stated. The contractor is responsible for staging material required to complete work, there is no storage within the TAF building for excess material. On-site storage such as containers must be coordinated with Host nation Base Security.

### **15. Security**

- a. Security Conditions. The Contractors must adhere to current security conditions at HQ SFN and other work sites. Contractor personnel shall comply with all local host nation, NATO security provisions and other policies and procedures, as required. The possible security classification of the deliverables under this contract may range from unclassified through NATO Secret.
- b. Building, Installation Access The Contractors are fully responsible for ensuring that they have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SFN facility. The contractor company shall submit requests for site access to HQ SFN Attention Security Office, Reduto Gomes Freire, Oeiras, Portugal. Gaining site access can be coordinated through SFN's contractor Ms. Ana Serra. Required documentation for base access includes a valid passport or EU citizenship card and copy of security clearance paperwork. For vehicle access, the license plate needs to be provided in advance .
- c. Electronic Devices All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in the HQ SFN. The Contractor shall be responsible for satisfying the necessary clearance from the HQ SFN Security Office before bringing any such device into the HQ SFN work environment.

### **Contact Information:**

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**Table 1 Deliverables**

#	Deliverable Description	Delivery Schedule (NLT Award + X days/weeks)
1	Post Award Schedule Finalization Meeting	+ 5 days
2	Completion of Phase 1: Renovations in J4/J6 spaces on 2nd deck. Estimated time to complete this phase – not to exceed 2 weeks. Contractor must provide flexibility to provide containment of working area allowing areas containing SFN personnel to continue to function.	+ 19 days
3	Completion of Phase 2: Renovations in the JOC and LJOC on the 2nd deck and Command Group area on 3rd deck completed. Estimated time to complete this phase – not to exceed 2 weeks. Contractor must provide flexibility to provide containment of working area allowing areas containing SFN personnel to continue to function.	+ 36 days
4	Completion of Phase 3: Renovations in J9, IMO/PAO, and Registry spaces on 3rd deck complete. Estimated time to complete this phase – not to exceed 2 weeks. Contractor must provide flexibility to provide containment of working area allowing areas containing SFN personnel to continue to function.	+ 53 days
5	Completion of Phase 4: Renovation in the J3 space on 2nd deck completed. Estimated time to complete this phase – not to exceed 2 weeks. Contractor must provide flexibility to provide containment of working area allowing areas containing SFN personnel to continue to function.	+ 70 days
6	Completion of Phase 5: Renovation of the J5 spaces on 3rd deck completed. Estimated time to complete this phase – not to exceed 2 weeks. Contractor must provide flexibility to provide containment of working area allowing areas containing SFN personnel to continue to function.	+87 days
7	All tasking and deliverables completed by contractor.	+90 days

IFIB-ACT-SFN-19-37 Contract Support: Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal, **Annex “A”, Technical Evaluation Matrix**

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The bids will be evaluated against the following levels:

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

#	Criteria	Evaluation  (C/M/S)	Comments  (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
	Contract Support: Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal		
a.	<b><u>Company/ Personnel Requirements</u></b>		
1	Attend one of the three site surveys to develop proposal.		
2	Contractor must provide a minimum of two (2) past performance citations (for work within the past five years) to show that it has successfully completed work that is similar to or		

IFIB-ACT-SFN-19-37 Contract Support: Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal, **Annex “A”, Technical Evaluation Matrix**

	directly traceable to the requirements outlined in this SOW in accordance with enclosure 4 of this IFIB.		
3	Prime contractor and subcontractor(s) (if applicable) must have 10 years of experience as a general contractor		
4	Must be fluent in English		
5	Contractor must provide a European Industry Certified Electrician		
6	Contractor personnel shall have a NATO Secret clearance.		
7	Contractor must be trained & qualified to install fiber optic and CAT5e or higher cables.		
8	Contractor must have an onsite representative who understands the physical layer of computer networking devices to include various types of networking cables, switches, routers, repeaters, terminal adapters and ports.		
9	Contractor provides in bid proposal a satisfactory and working electrical plan, that takes into consideration the schematics and drawings provided in Annex B.		

IFIB-ACT-SFN-19-37 Contract Support: Replacement and expansion of the IT Network Infrastructure at Headquarters Naval Striking and Support Forces NATO (STRIKFORNATO) located in the TAF building, Reduto Gomes Freire, Oeiras, Portugal, **Annex “A”, Technical Evaluation Matrix**

9	Design, construction and installation are in compliance with National Electrical Code (NEC), Occupational Safety and Health (OSHA) and National Fire Protection Association (NFPA) standards.		
10	One Year Maintenance and Warranty		
11	Certification of adequate storage for material awaiting installation.		

July 2019



## CONSULTANCY SUPPORT (ELECTRICAL ENGINEERING)

# ELECTRIC PRINCIPLE

ATM Ref 1100001286



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N/ Ref.ª 1100001286

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N/ Ref.º 1100001286

## 1- INTRODUCTION

The three days visit the facilities gave an idea of the needs that are inherent to the activity.

In this sense we think in a philosophy as flexible as possible that allows the constant adaptations of the building needs, reliable and simple in regard to maintenance.

## 2. PHILOSOPHY

The system will have three kinds of network:



Each network have his own purpose:

**Normal network** - will be the one that has the less importance. It will be connected to this network all the equipment's that can stay without energy in case of failure in the supplier;

**Emergency network** – this will be the network that, when exists a failure on the supplier, will can stay without energy during the start of the power generators (normally during 30 seconds), and during the return of normal network (normally 1 second)

**Critical network** – this will all the equipment that can never stay without energy.

In the facilities must be very well defined where each of these networks must actuate.

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What we propose is that exists electric distribution columns in the corridors and each space have is own switch Board. The main objective of this philosophy is to isolate only in the room an failure and to be easy for the maintenance personnel to identify de cause of the failure.

In the entrance of each corridor (left or right) will be installed an electrical switch board to guarantee the selectivity and from where the electrical columns will start.

In this solution we will have many advantages like:

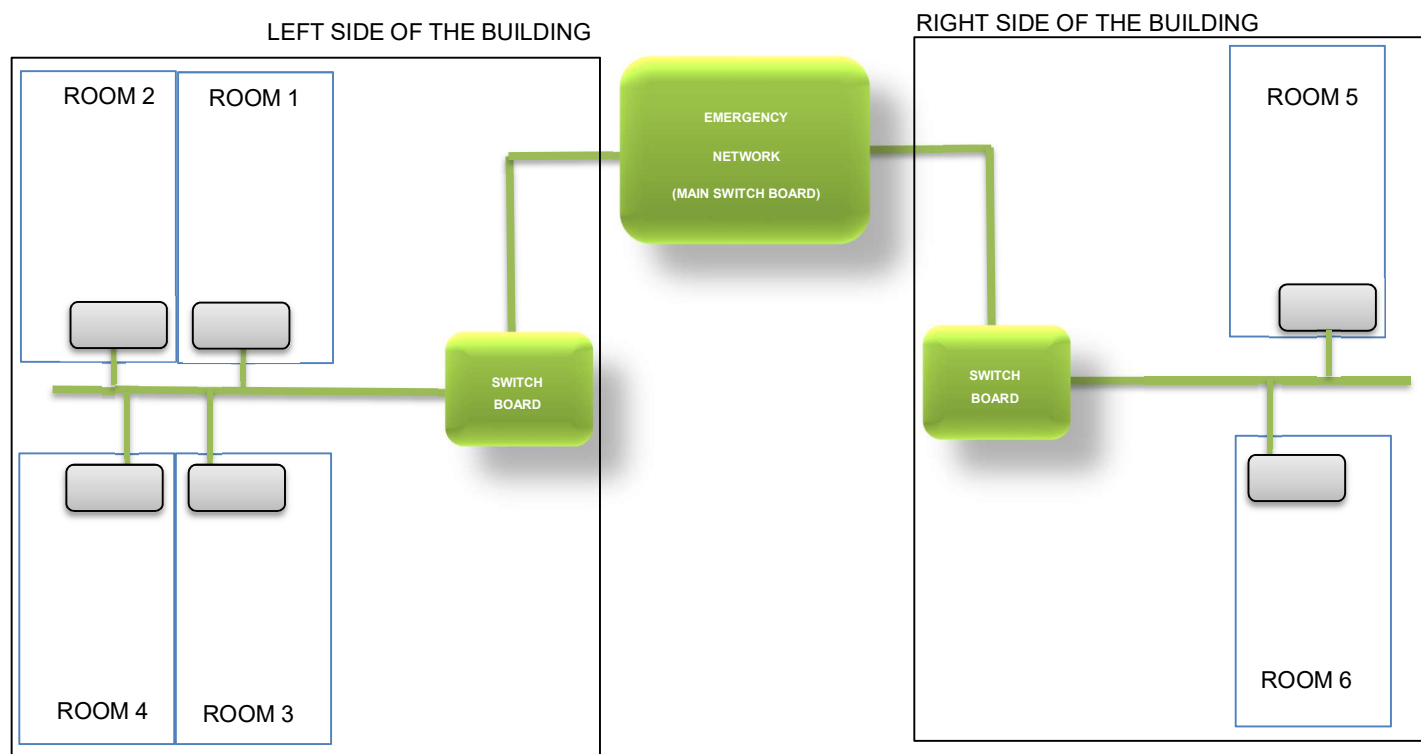
Selectivity between protections;

Easier to understand the electrical installation;

Fast response in case of failure;

Flexibility in the adaptation every time that changes occurs in the installation;

Reliability;

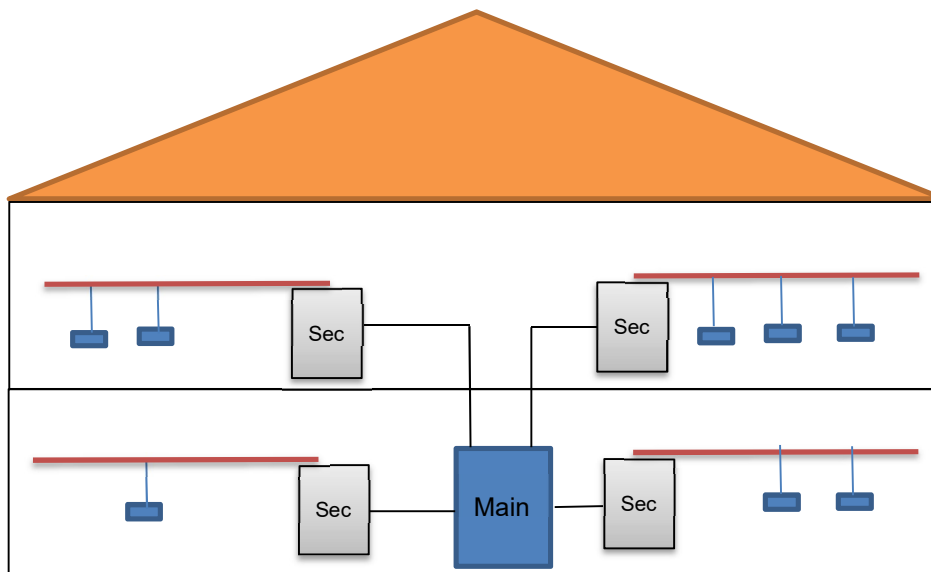




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This solution is the same for the normal network, and each switch board can be divided to have all the networks inside.

Each side (left and right) and each floor have his own partial distribution switch board



The energy distribution columns will be made with cable in metallic tray with cover

Cable tray distribution:

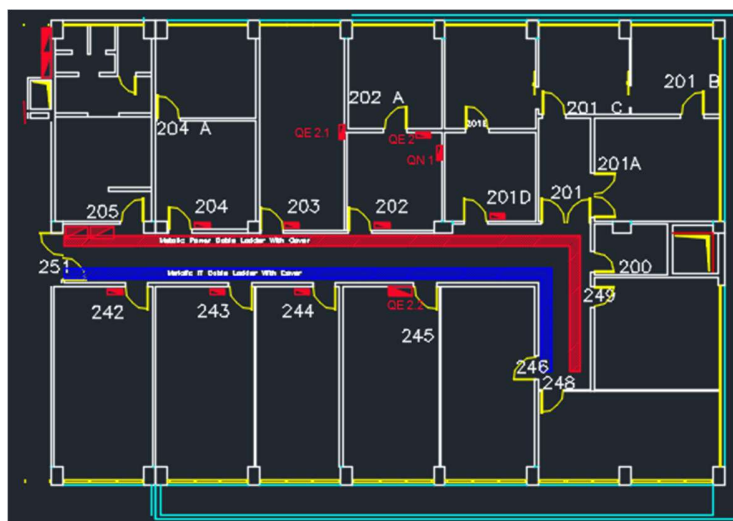
Please refer to Q&A #3 for further guidance on acceptable tray layouts.

[https://www.act.nato.int/images/stories/budfin/ifib019037\\_qa3.pdf](https://www.act.nato.int/images/stories/budfin/ifib019037_qa3.pdf)



Metallic tray with cover to transport the cables and goes one cable to each room switch board.

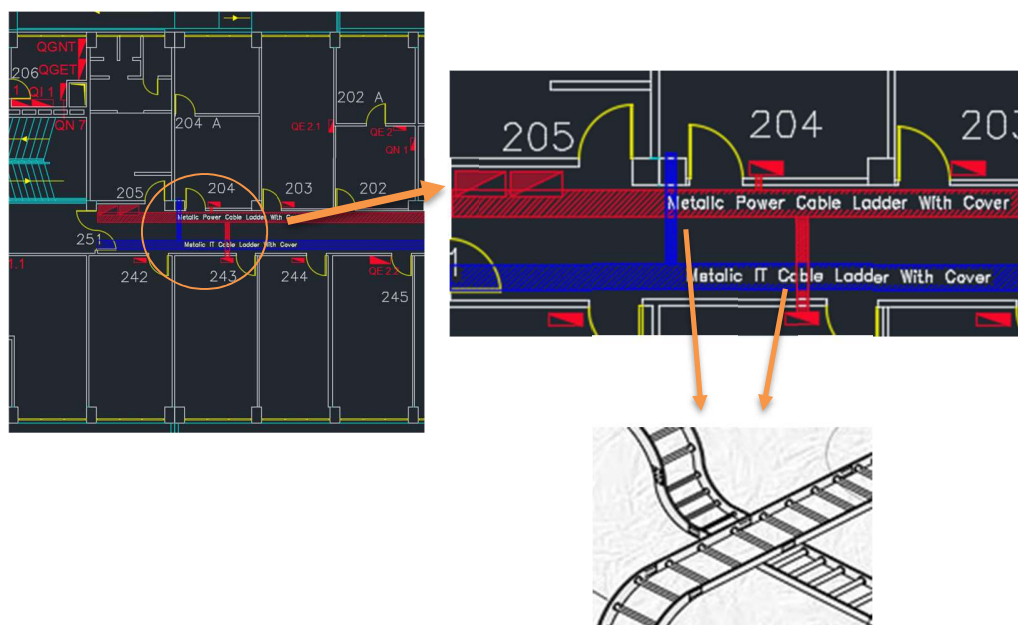
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RED – Metalic Power Cable Ladder with Cover

BLUE – Metalic IT Cable Ladder with Cover

Cross Section on corridors:

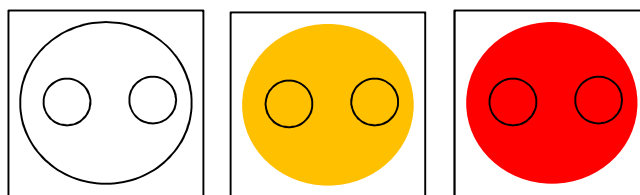


White – Power Outlet from the normal network (NORMAL)

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Orange – Power Outlet from the emergency network (Power Generator)  
(EMERGENCY)

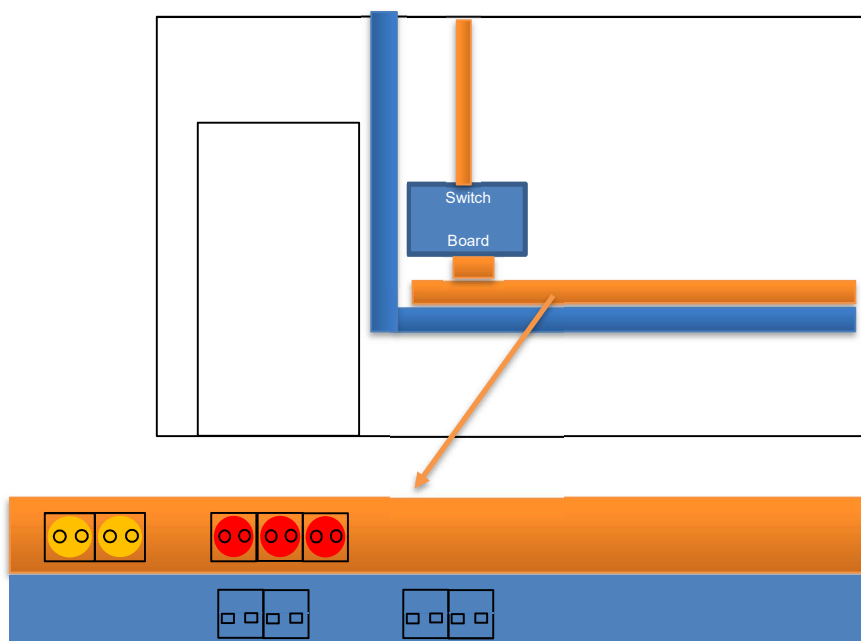
Red – Power Outlet from de UPS network (CRITICAL)



The outlets can be identified with Coloradd (for color-blind personnel)

Cable distribution inside the rooms:

The cables will be installed in a white lacquered aluminium trunking system



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### 3. LEGISLATION

Each electric installation must fulfil the flowing legislation:

RTIEBT (Regras Técnicas das Instalações Eléctricas de Baixa Tensão), Portaria nº949-A/2006 de 11 September)

ITED Manual

### 4. MATERIALS

All the materials to be used must have CEE identification, fulfil all the security legislation and be adequate for the use that will have.

All electric materials must have IEC approval

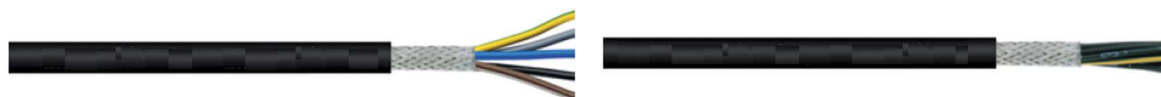
Switch Boards – EN 60529 and EN 50102 and produced according to IEC 60439-1

The material must have protection according IEC60529, IEC 60364 and IEC 61140

Description of the material characteristics:

**Cables:** All cables (power and IT) must be shielded with a good resistance to efforts, halogen-free, highly flame retardant, EMC/screened, does not produce opaque smoke.

Cables must be identified at the output of the switch boards and at the input of the following switch boards.

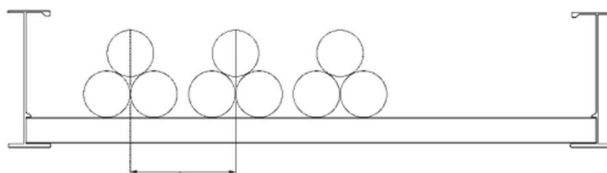


The shield must be ground connected



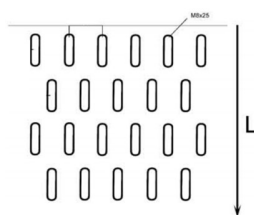
In case of use monopolar power cables they must be installed in cable tray as follow:

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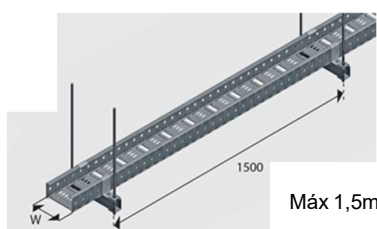
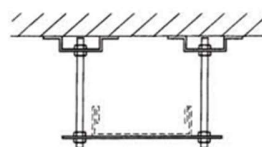


Each group represents a L1, L2 and L3 set from the same circuit.

**Cable Tray:** the cables ladder must be galvanized, corrosion resistant metal or metal with a corrosion resistant finish (ISO EN 1461), with small holes to dissipate the heat but avoid direct access to cables.



The maximum distance between tray supports is 1.5 meters



Máx 1,5m

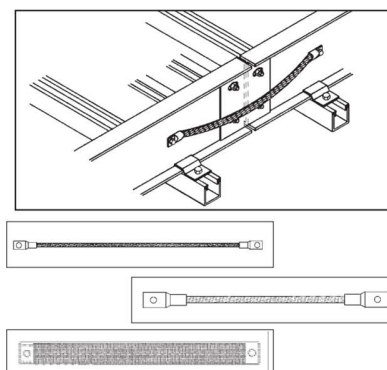
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**Trunking system:** white lacquered aluminium trunking system



**Ground Connections:** all the metallic components and shield of the cables must be ground connected

The cable tray must be connected between pieces with naked cooper cable as indicated in the following picture:



**Switch Board:** the switch board must have a 30% of free space for future installation for new circuits, if needed, RCD (Residual Current Device) must have de following rules:

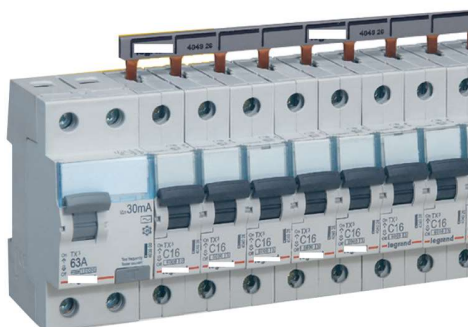
Different RCDs to lights and to power outlets;

Each RCD have, at maximum, 6 circuit breakers

RCD sensitivity – 300mA

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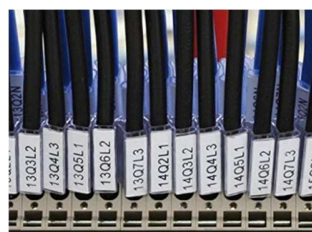
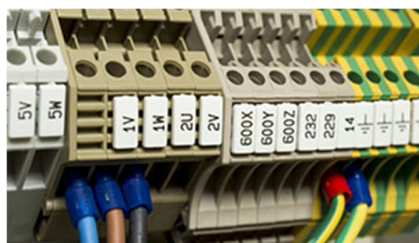
RCD must be aside of is own circuit breaker and a busbar to connect them, example:



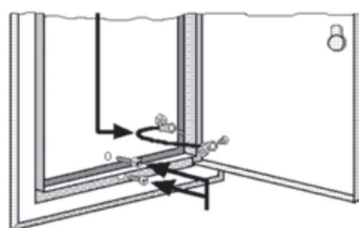
All single phase circuit breakers must have two poles (can have only one trigger).

The maximum power outlets in each circuit breaker are 12 (2 workstations)

All the cables and terminals must be identified with adequate labels, example:



The switch board must be ground connected:



Schematics: all switch board must have a schematic inside

Circuit Breakers: for the room switch boards the ICC mínimo are 10 kA

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Copper Busbar: maximum current per mm<sup>2</sup> must be 2A (2A/mm<sup>2</sup>) and Icc minimum will be 10kA



Power Outlets: all power outlets must be Schuko type and have three type of colours:

White – Normal network socket;

Orange – Emergency network socket;

Red – Critical network socket.

All materials must be approved by the inspection before being installed.



**CONSUMPTION REPORT**

**NAVAL STRIKING AND SUPPORT FORCES NATO**

**July 2019**

**REPORT**



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## 1 REPORT

### 1.1

This report was made following the electrical survey that was carried out from 17 to 19 July.

For this report we used the equipment – METREL MI 2892, NS: 17010675, cadastro nº 631009772.



## 1.2 DESCRIPTION

**CLIENT:** NAVAL STRIKING AND SUPPORT FORCES NATO

**INSTALAÇÃO:** REDUTO GOMES FREIRE - OEIRAS

**LOCAL DA RECOLHA DE DADOS E PERIODOS DE REGISTO:**

Nº	QE - Description	Date	Start	Stop
1	QE 6	18-jul-2019	08:54	09:54
2	QN 4	18-jul-2019	10:22	11:22
3	QE 7	18-jul-2019	11:38	13:03
4	QN3	18-jul-2019	13:16	14:17
5	QE2	18-jul-2019	14:38	15:38
6	QN1	18-jul-2019	15:50	16:50
7	QGNT	19-jul-2019	08:55	09:59
8	QGET	19-jul-2019	10:13	12:00
9	QE6 (ESQ)	19-jul-2019	13:00	14:13
10	QE12	19-jul-2019	14:18	15:29
11	QN 3 (ESQ)	19-jul-2019	15:45	16:48

**INTEGRATION PERIOD:** 10 seconds.

**CONNECTIONS SCHEME:** 4W ( )

**REPORT:**

- Voltage (V) –  $U_{12}$ ;  $U_{23}$ ;  $U_{31}$
- Current (A) –  $I_1$ ;  $I_2$ ;  $I_3$ ;  $I_N$
- Frequency (Hz)
- Total Active Power (KW)
- Total Reactive Power (KVAr)
- Total Apparent Power (KVA)
- Power Factor (PF)
- THD U (%) (  $U_1$ ;  $U_2$ ;  $U_3$  )
- THD I (%) (  $I_1$ ;  $I_2$ ;  $I_3$  )

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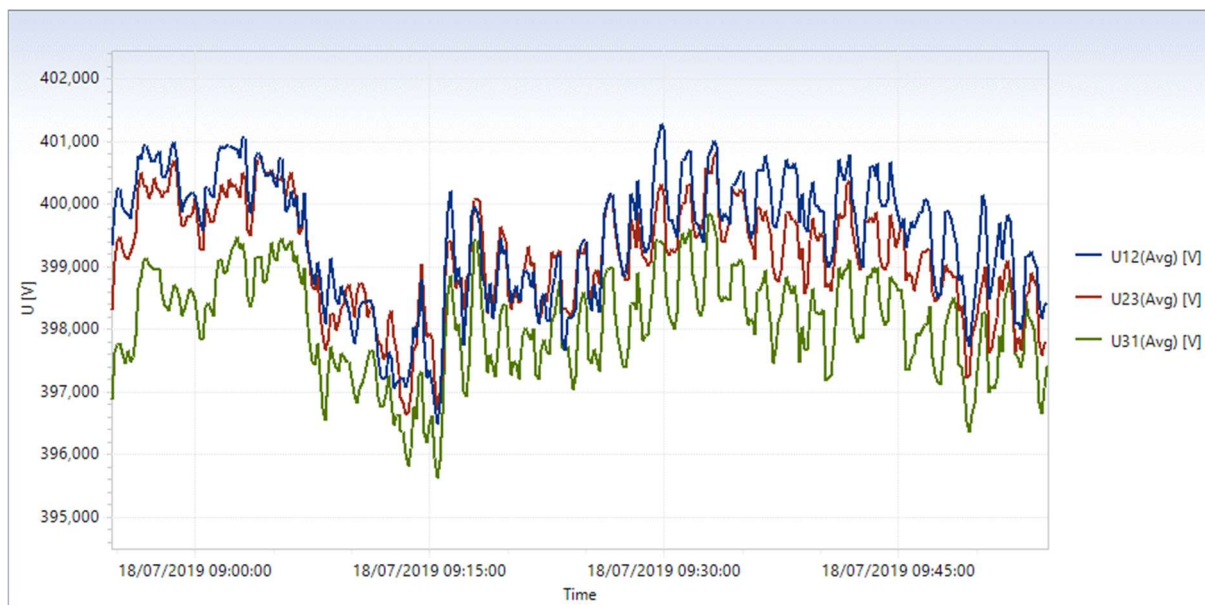
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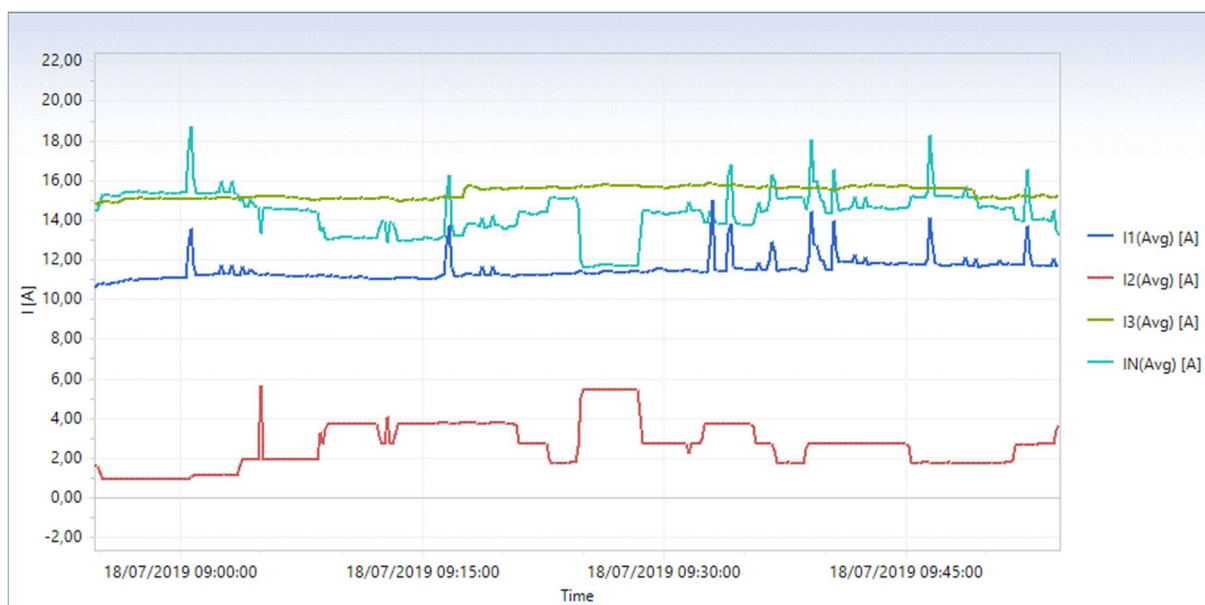


## 2 DATA - QE 6

### 2.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 2.2 Current $I_1$ ; $I_2$ ; $I_3$ ; $I_N$ (A)

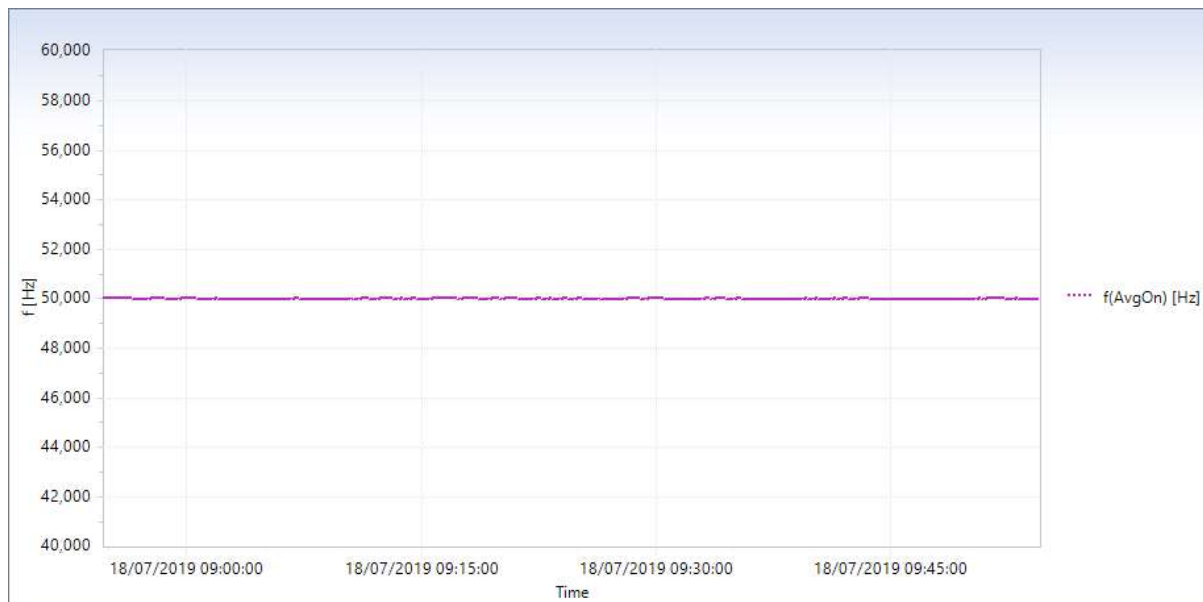


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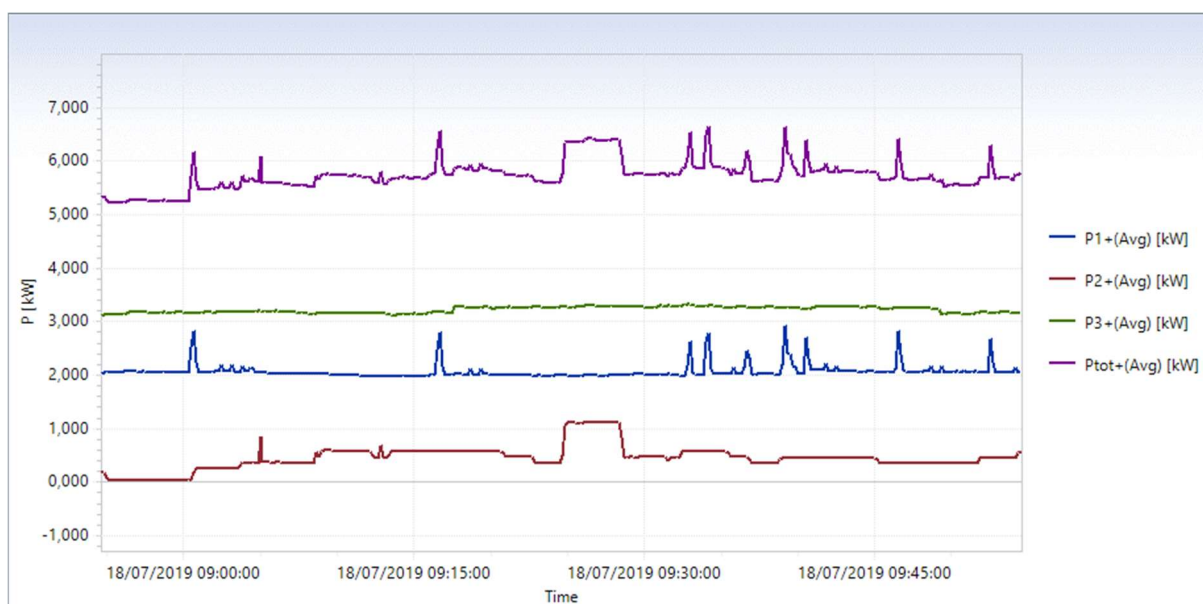
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## 2.3 Frequency (Hz)



## 2.4 Total Active Power (KW)

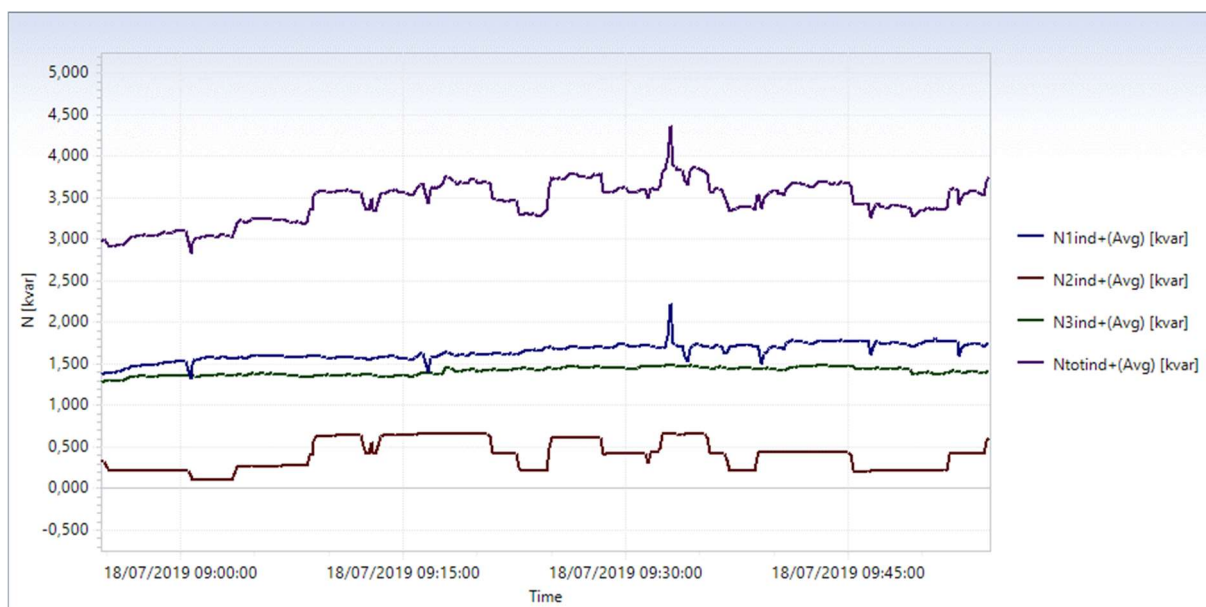


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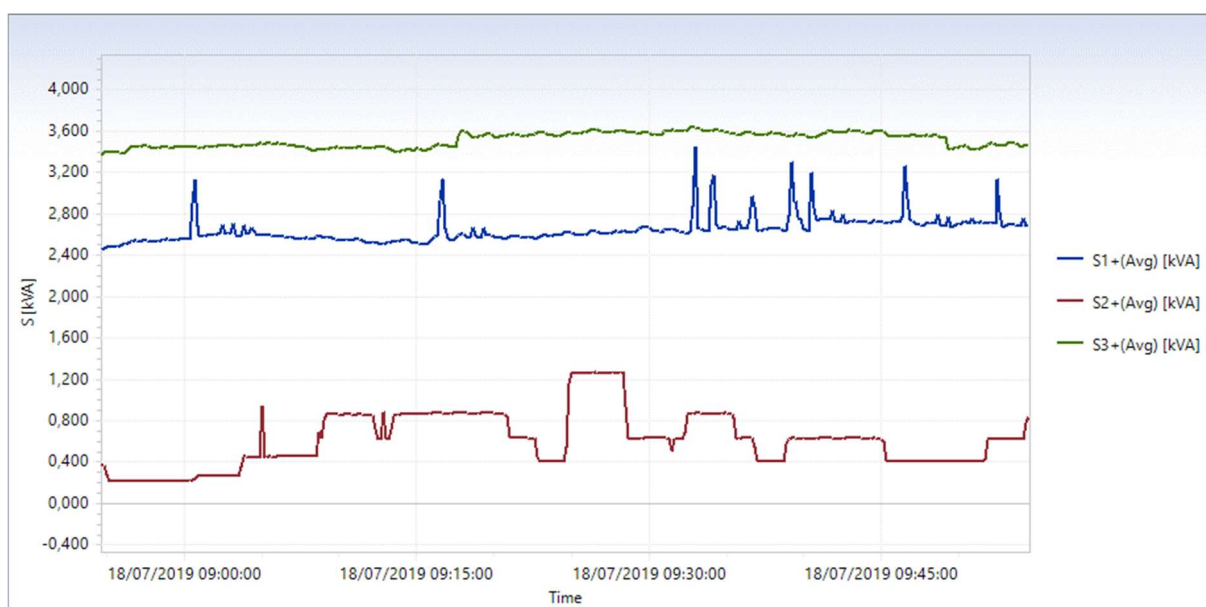
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## 2.5 Total ReActive Power (KVar)



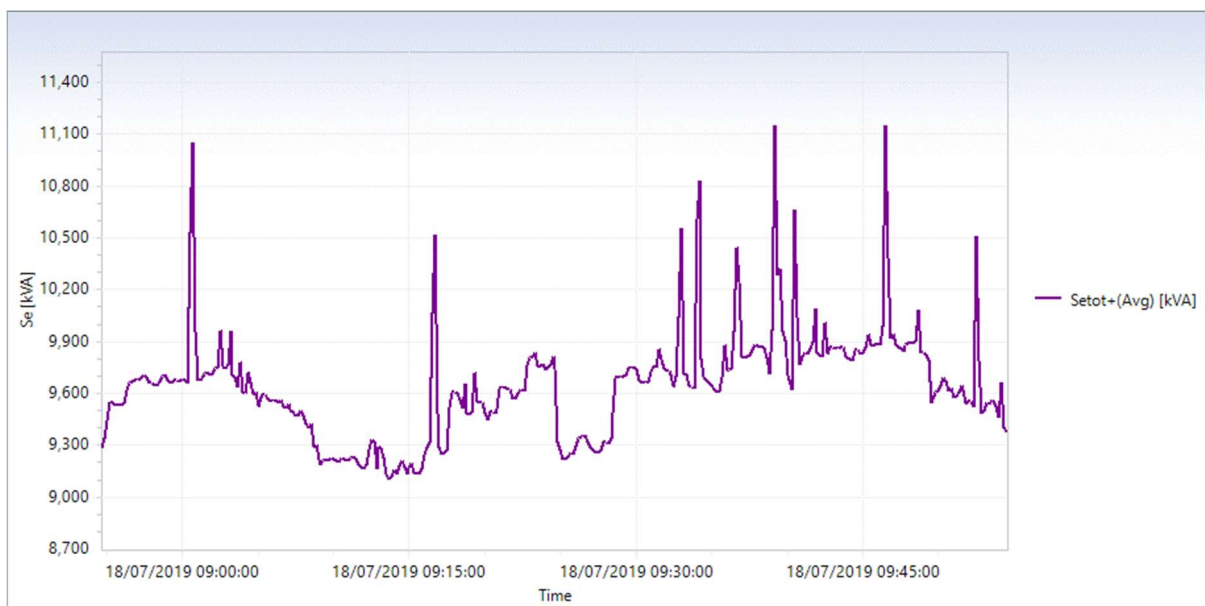
## 2.6 Total Apparent Power (KVA)



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## 2.7 Total Power Factor - PF



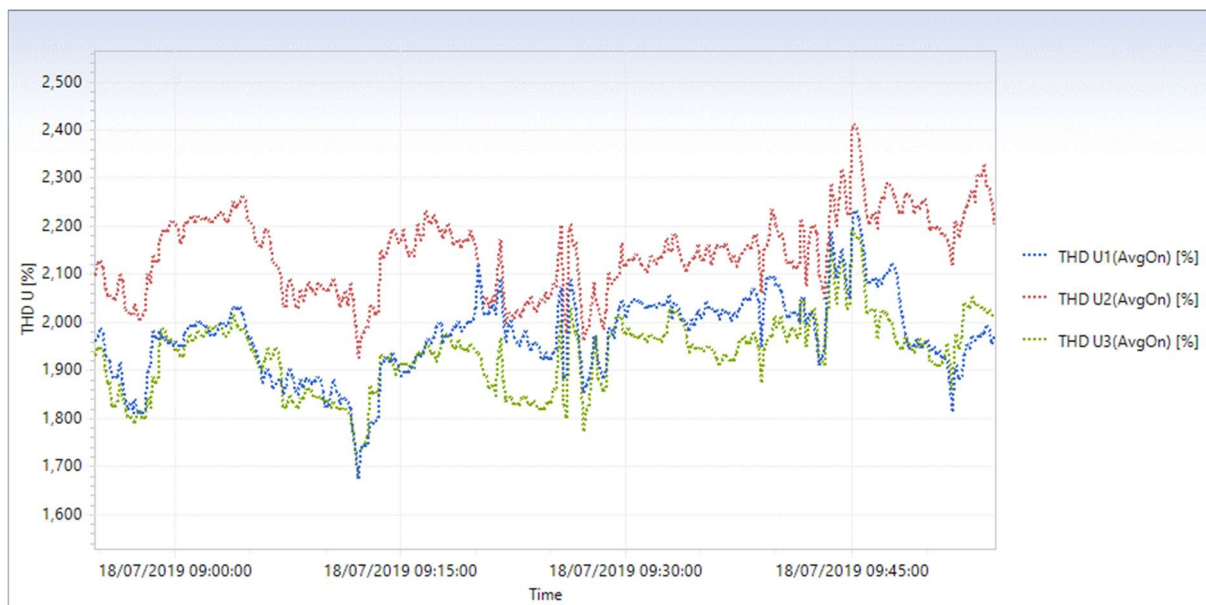
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## 2.8 THD U% - Total Distortion Harmonic – Voltage (THD U1; THD U2; THD U3)



## 2.9 THD I% - Total Distortion Harmonic – Current (THD I1; THD I2; THD I3)



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### 3 DATA – QN 4

#### 3.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



#### 3.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

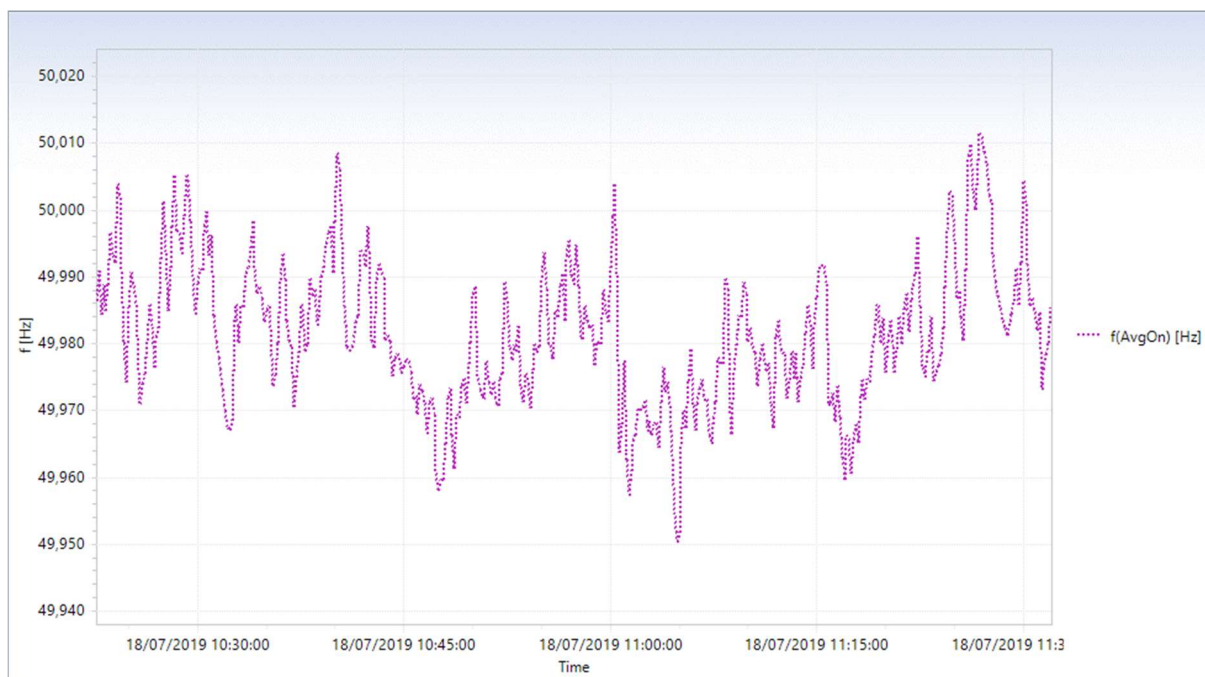


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### 3.3 Frequency (Hz)



### 3.4 Total Active Power (KW)



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### 3.5 Total ReActive Power (KVar)



### 3.6 Total Apparent Power (KVA)



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### 3.7 Total Power Factor - PF

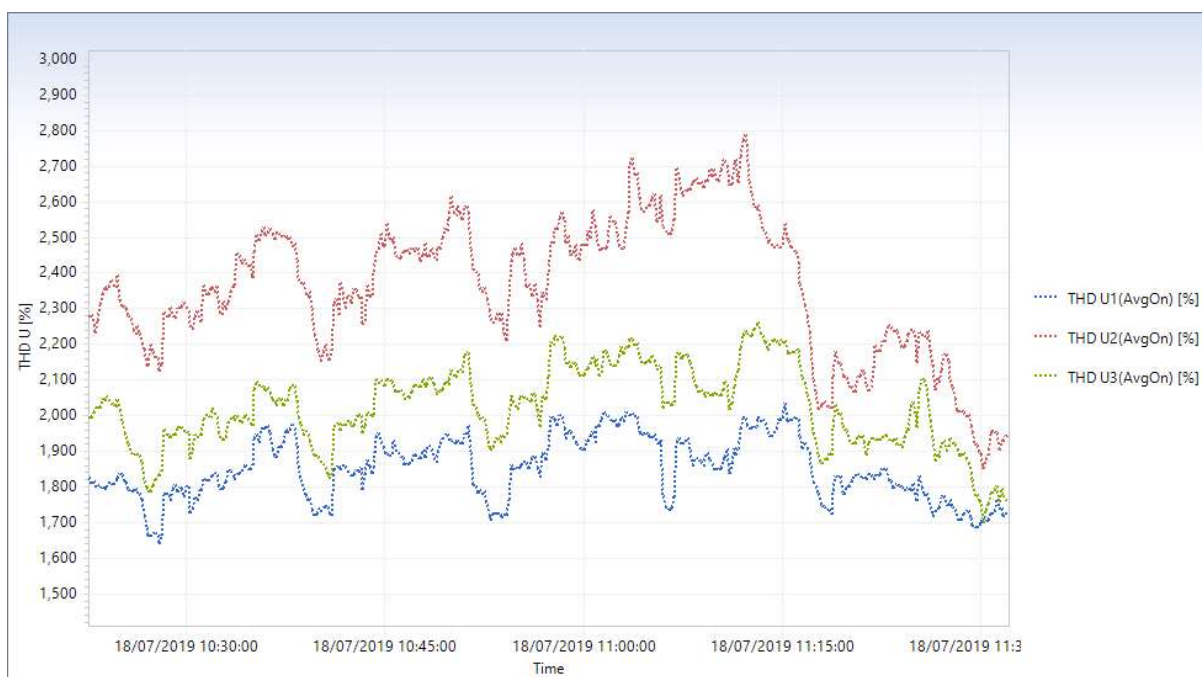


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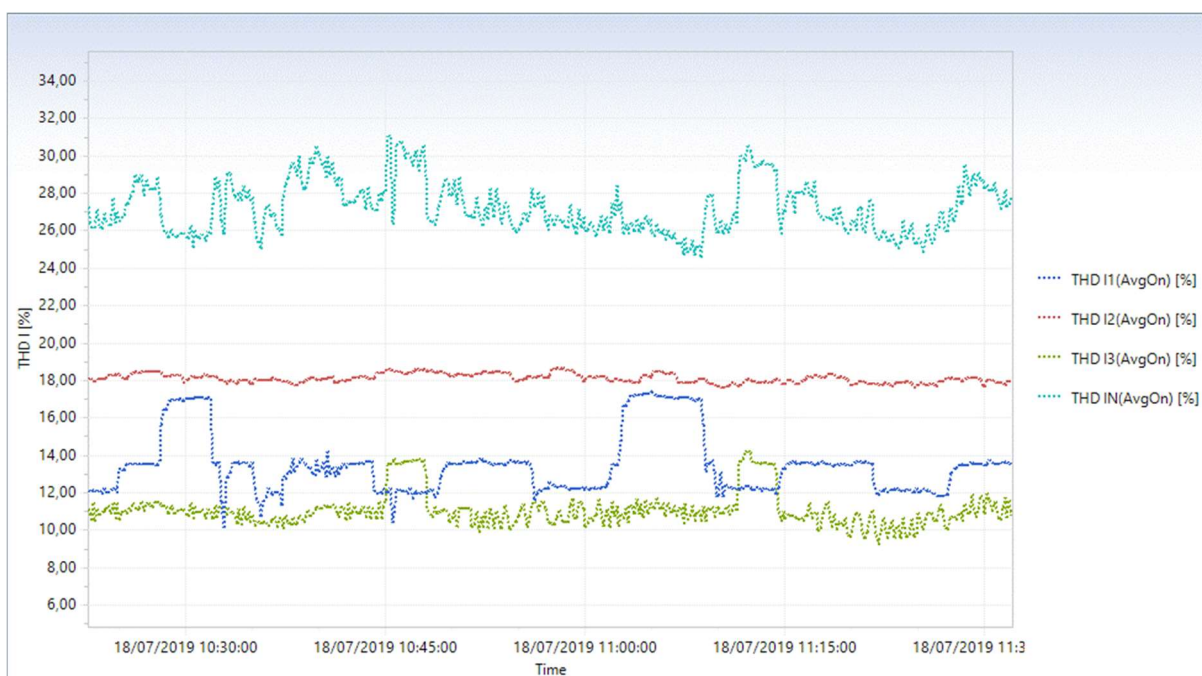
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### 3.8 THD U% - Total Distortion Harmonic - Voltage



### 3.9 THD I% - Total Distortion Harmonic - Current



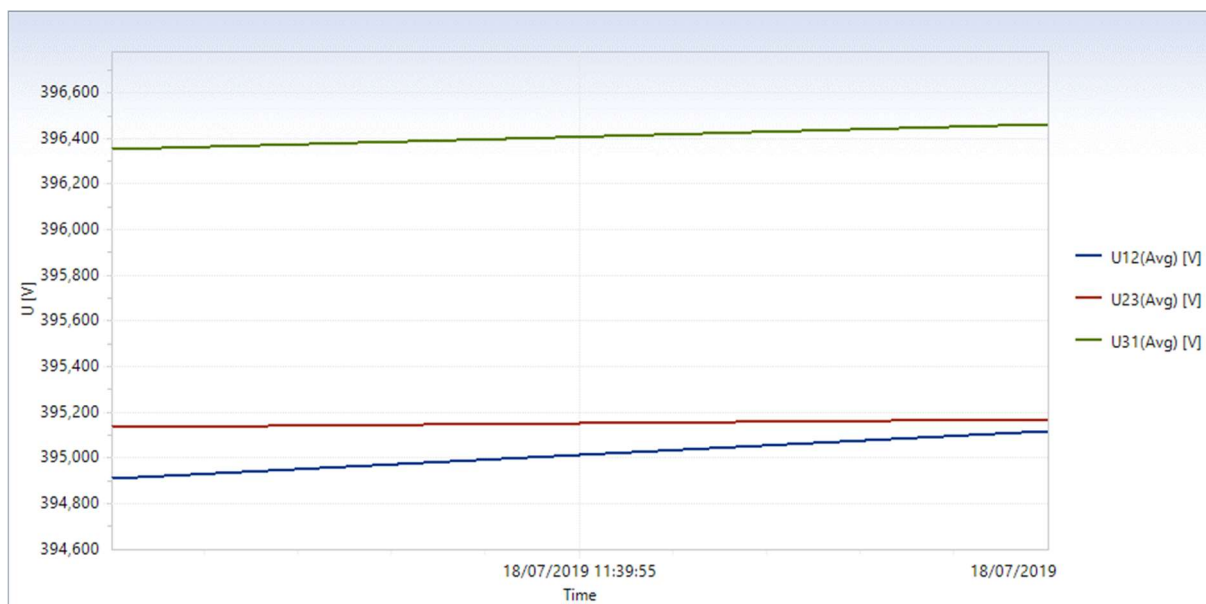
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## 4 DATA – QE 7

### 4.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 4.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)



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### 4.3 Frequency (Hz)



### 4.4 Total Active Power (KW)

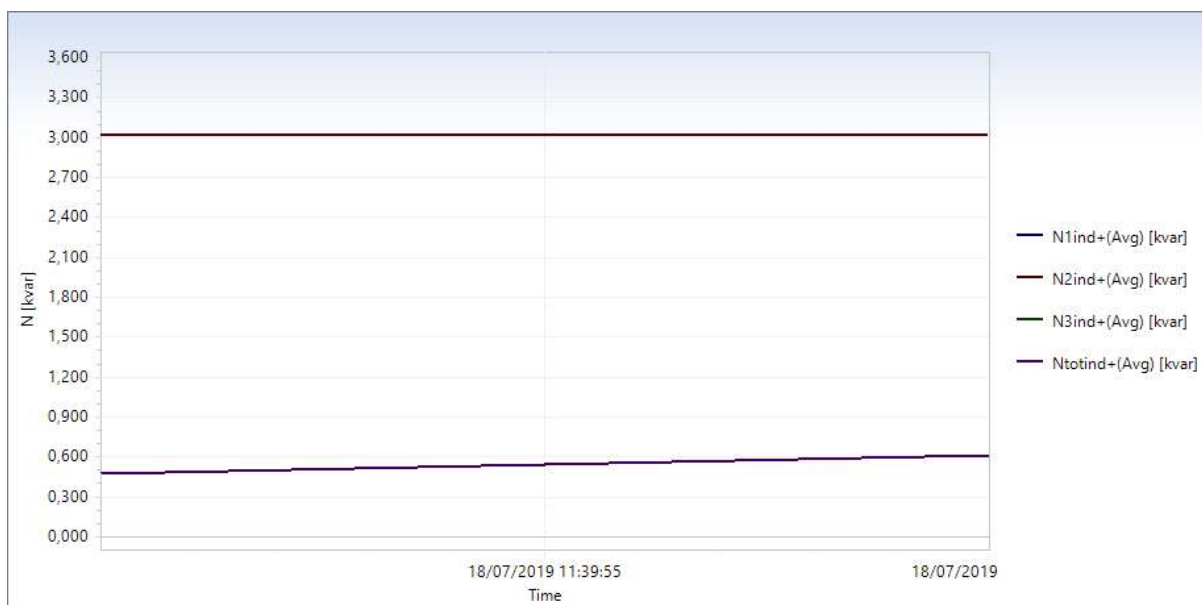


atmtotal.com

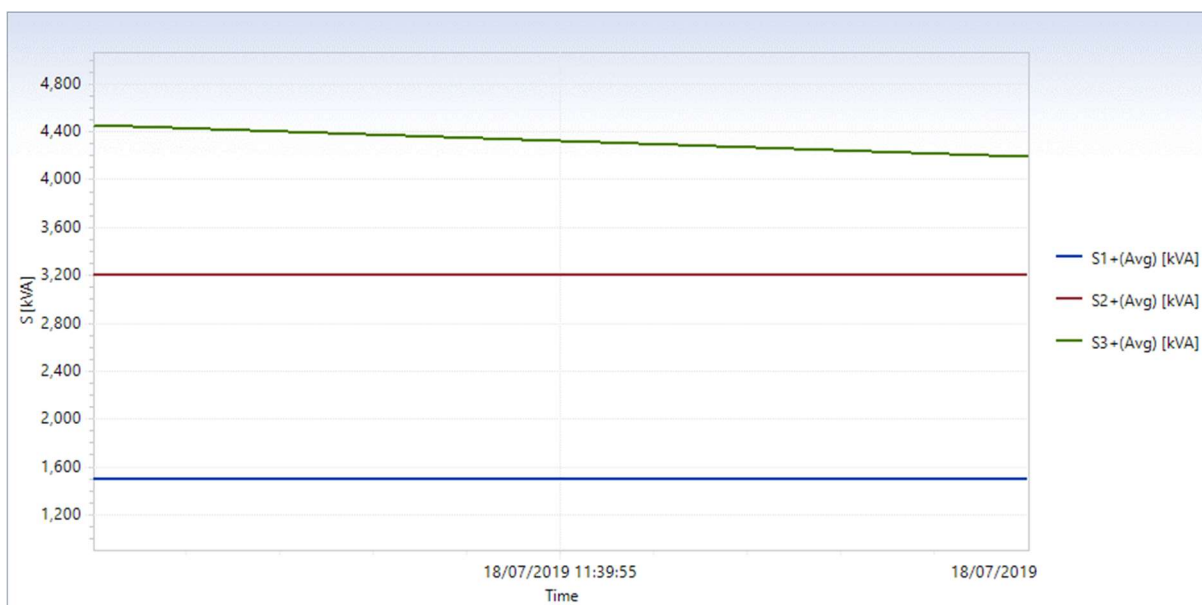
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## 4.5 Total ReActive Power (KVar)



## 4.6 Total Apparent Power (KVA)



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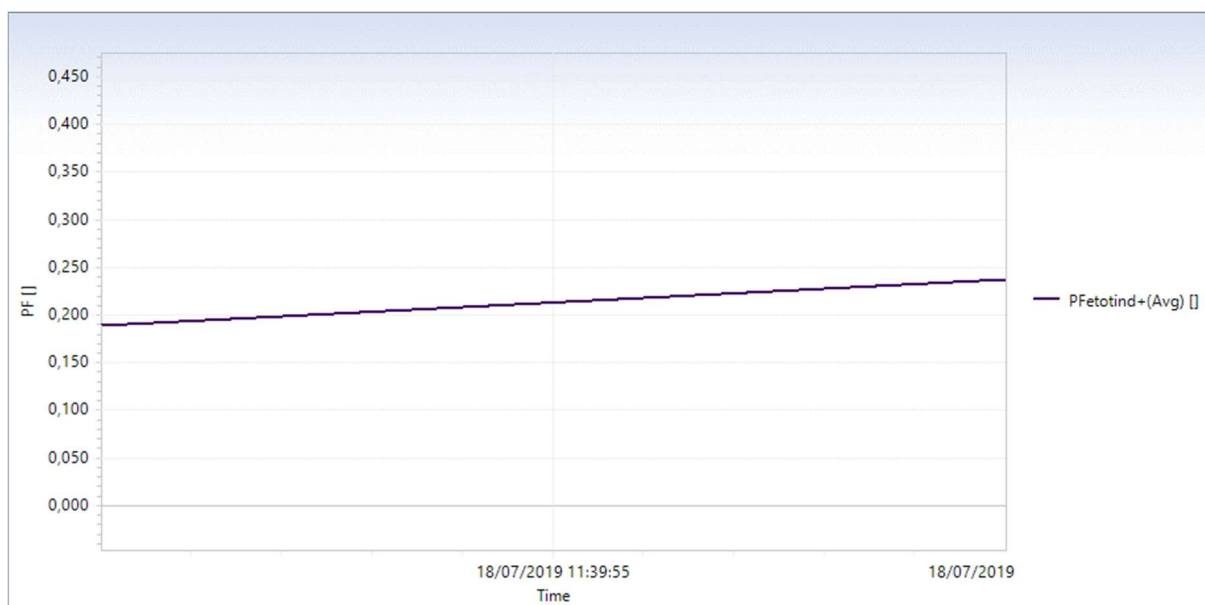
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## 4.7 Total Power Factor - PF

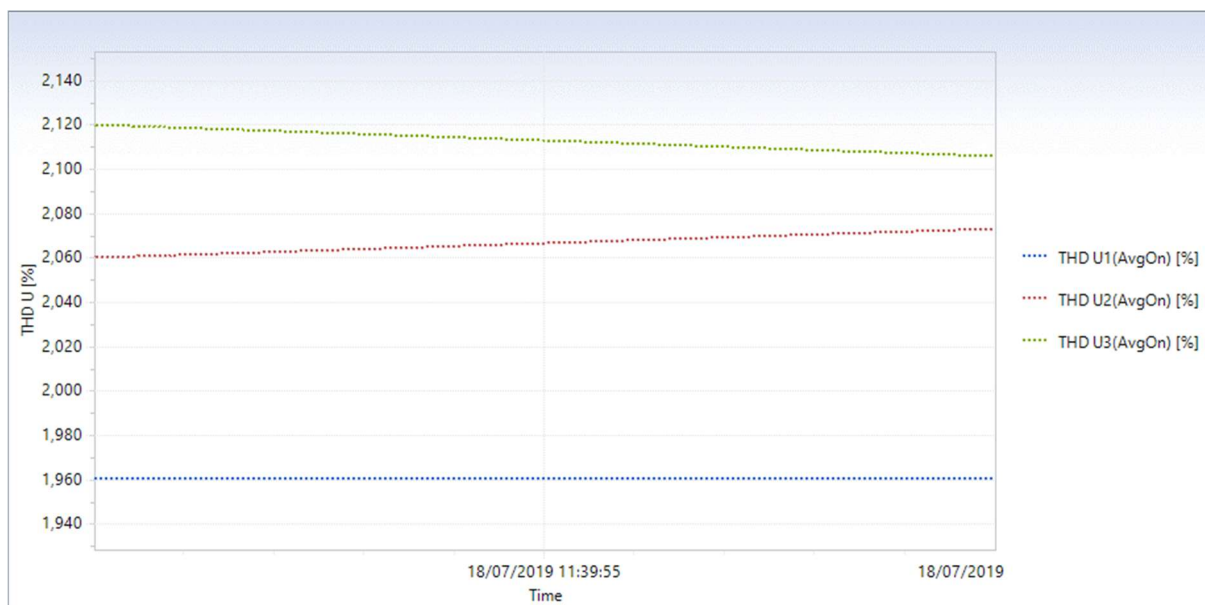


atmtotal.com

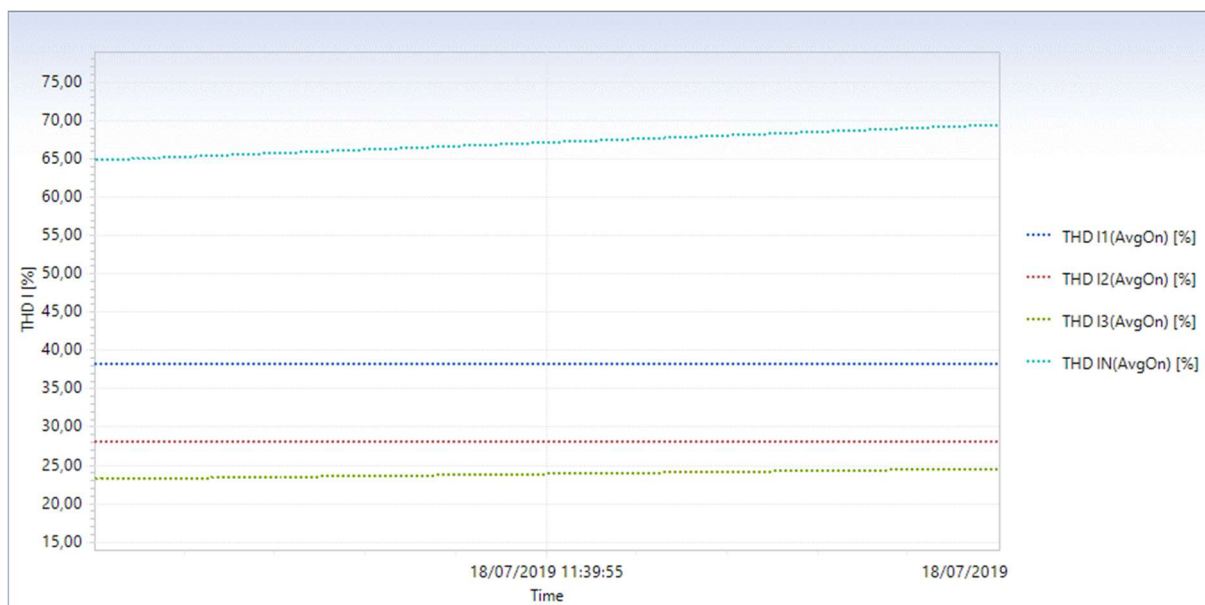
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## 4.8 THD U% - Total Distortion Harmonic - Voltage

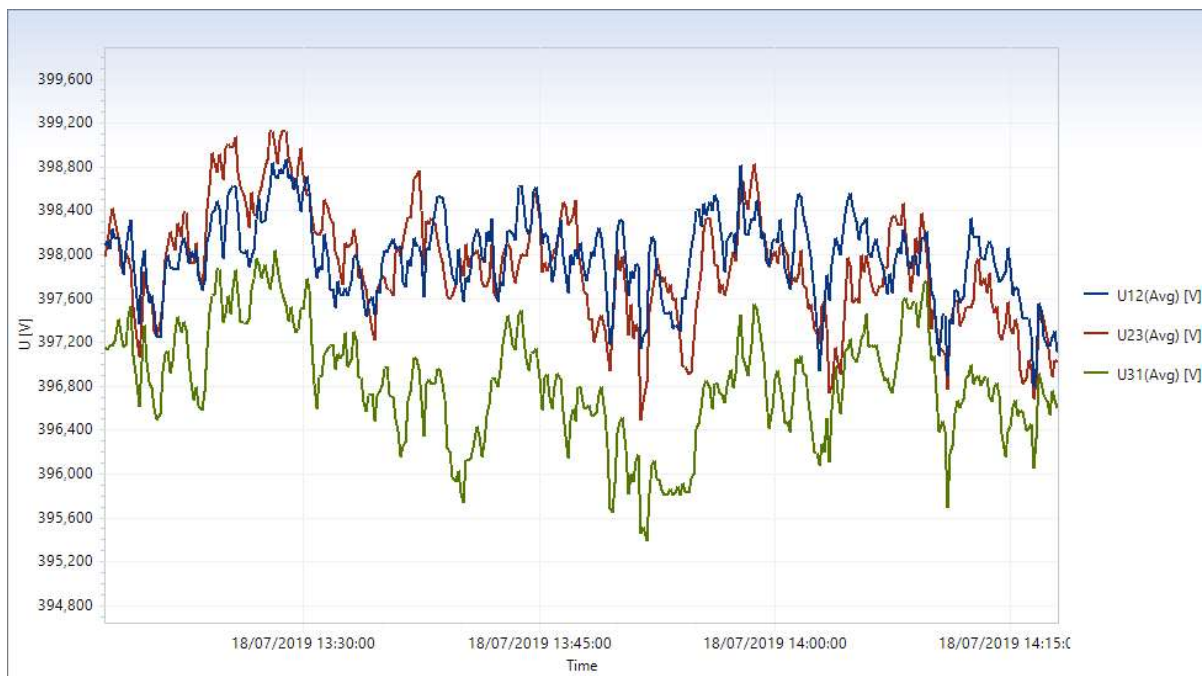


## 4.9 THD I% - Total Distortion Harmonic - Current



## 5 DATA – QN 3

### 5.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 5.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)



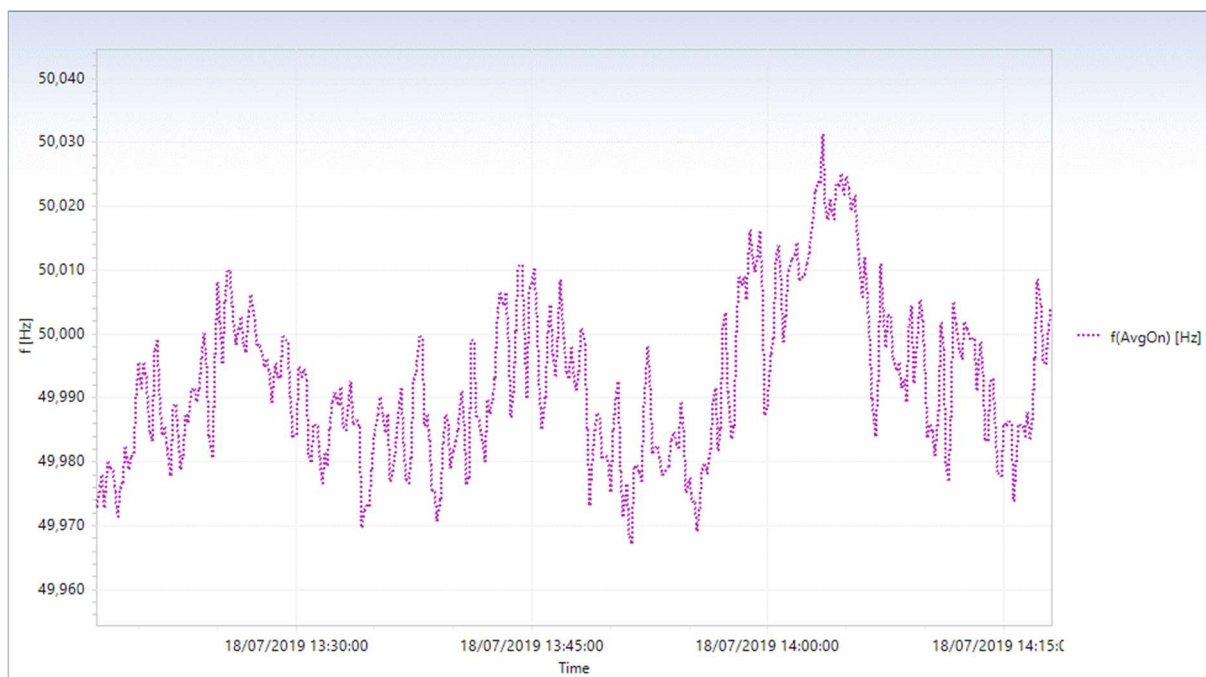
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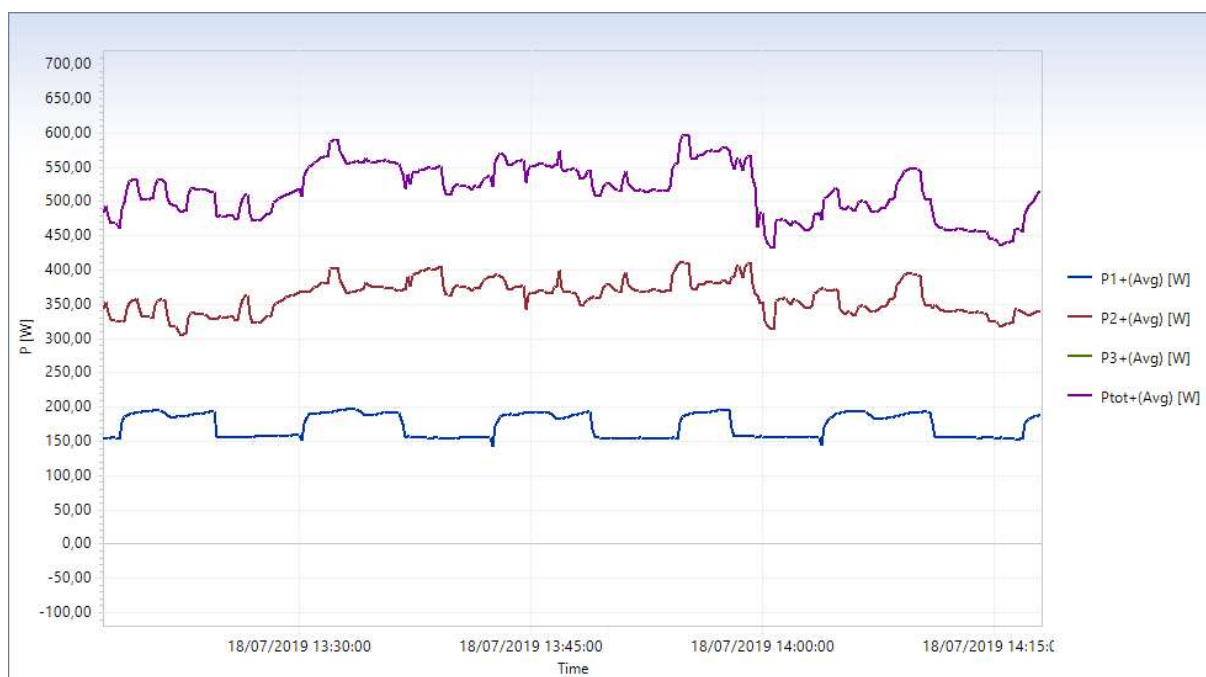
T.: (+351) 210 334 500  
 F.: (+351) 210 334 501  
 E.: geral@atmtotal.com



## 5.3 Frequency (Hz)



## 5.4 Total Active Power (KW)

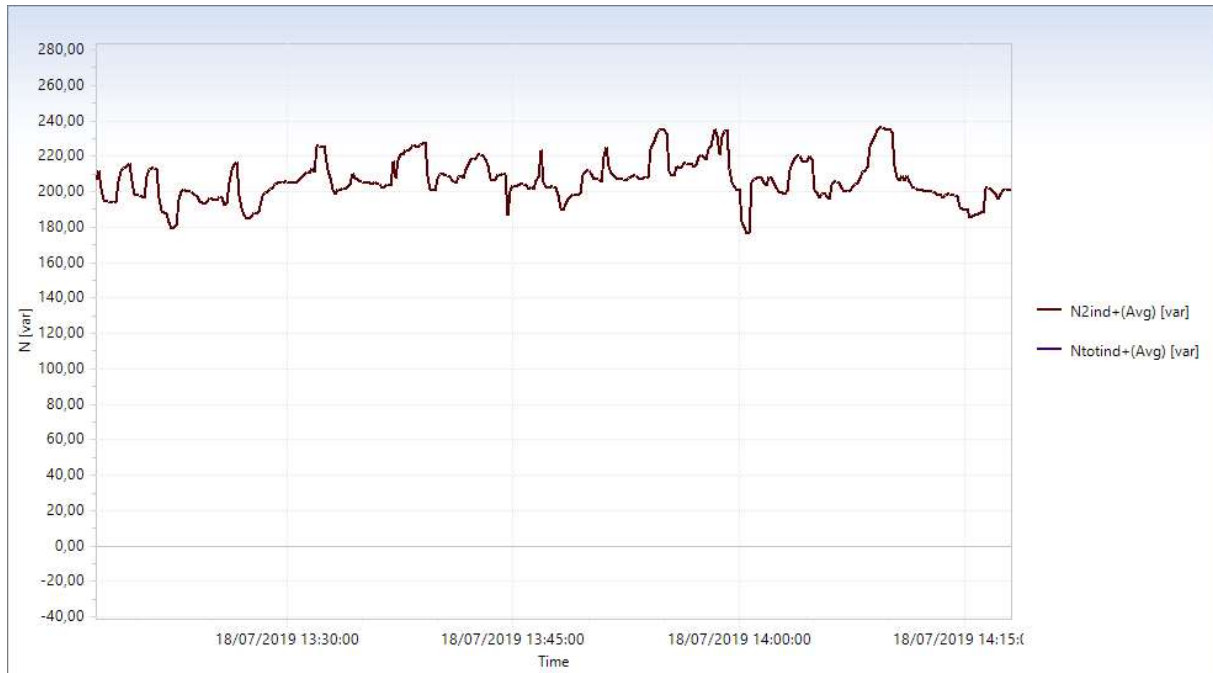


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## 5.5 Total ReActive Power (KVar)

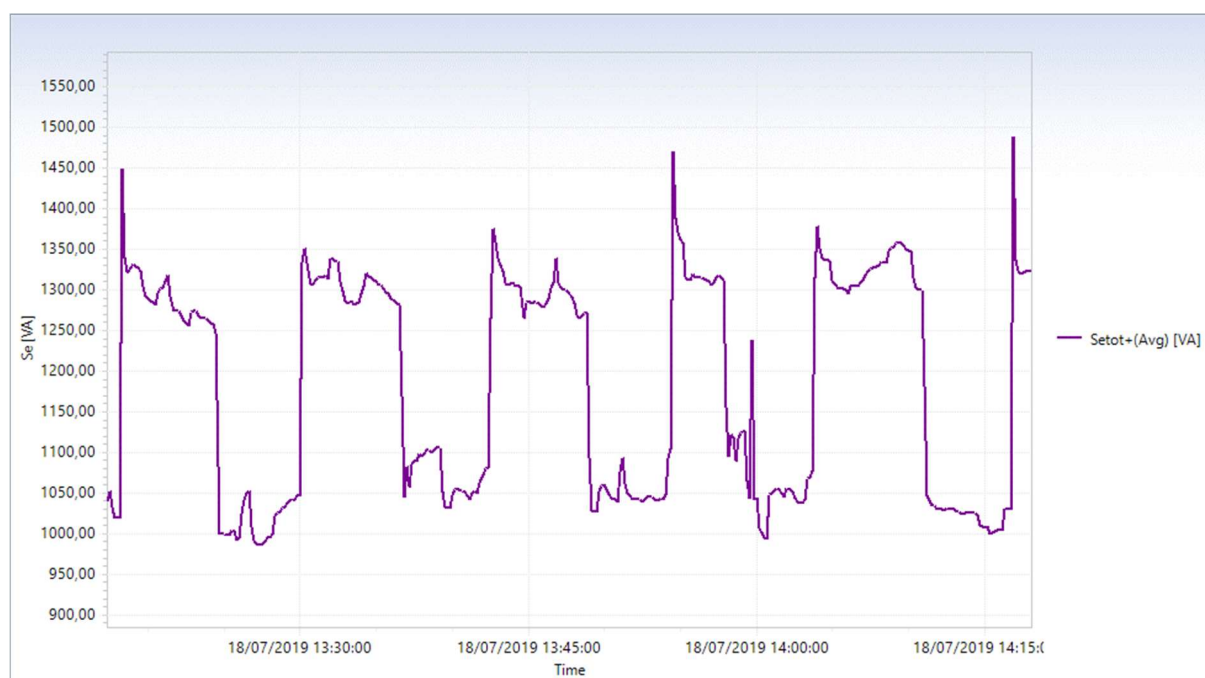
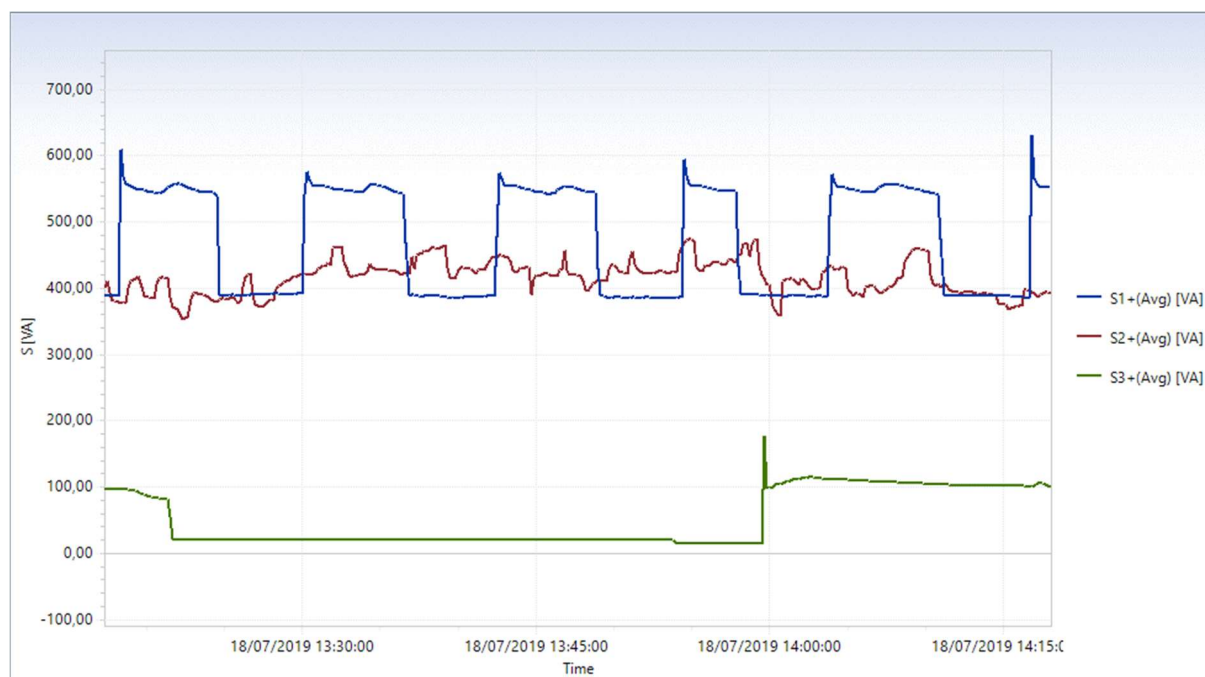


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## 5.6 Total Apparent Power (KVA)

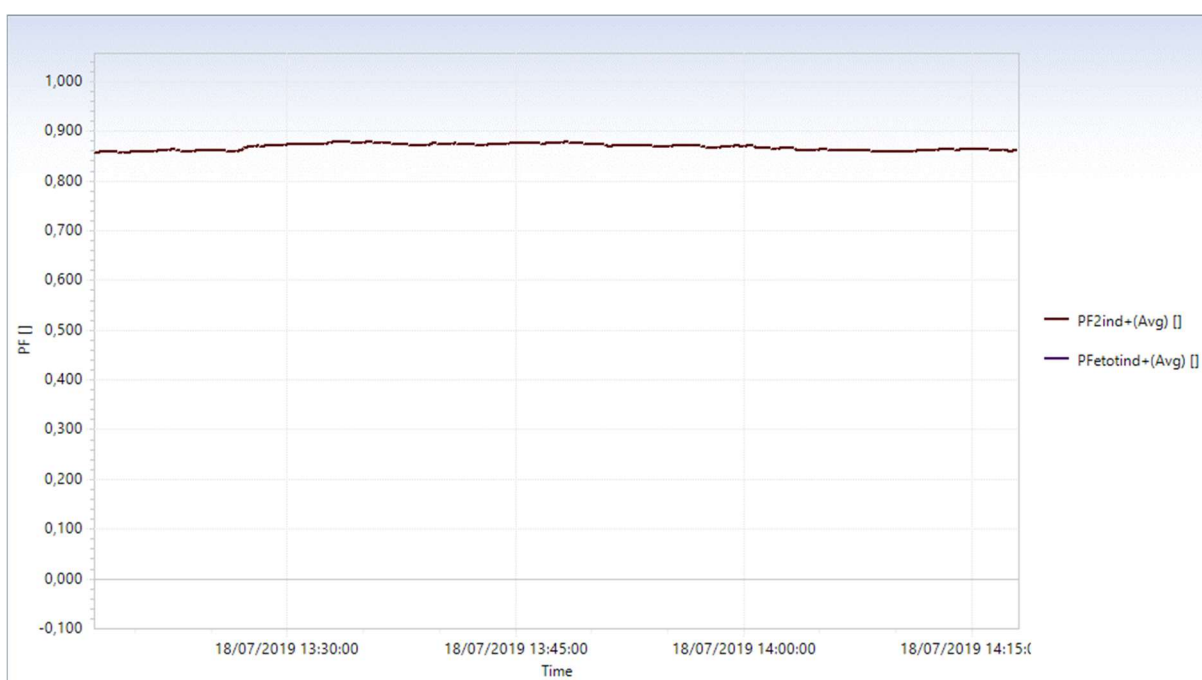
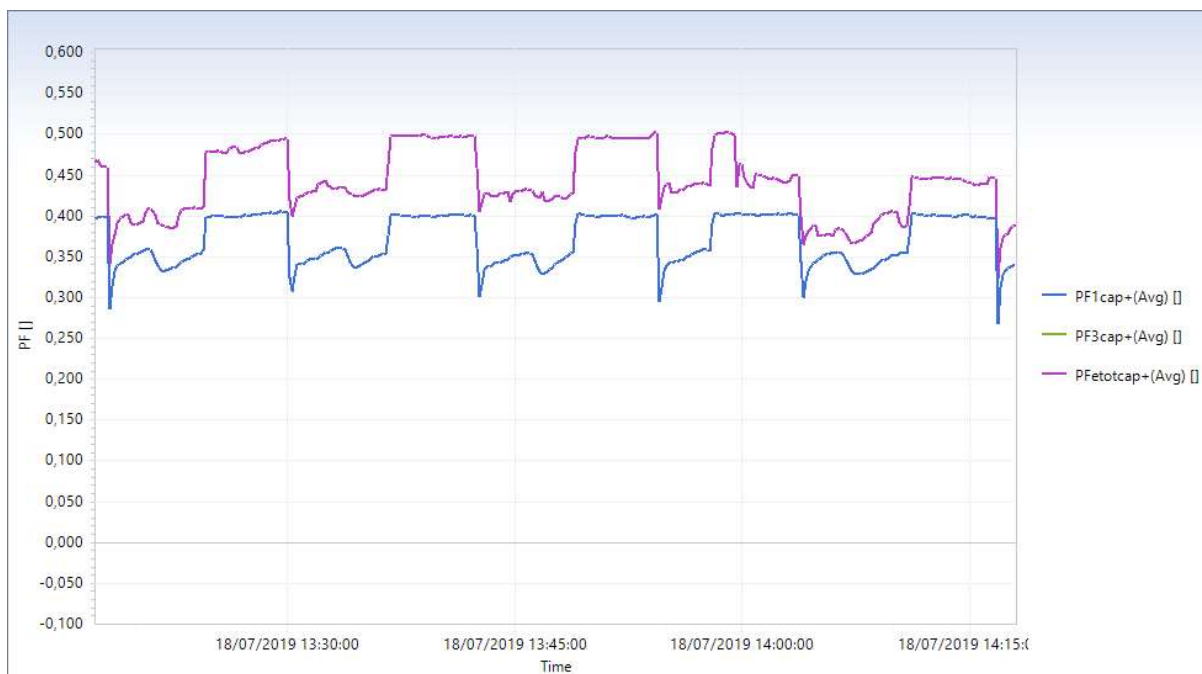


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## 5.7 Total Power Factor - PF

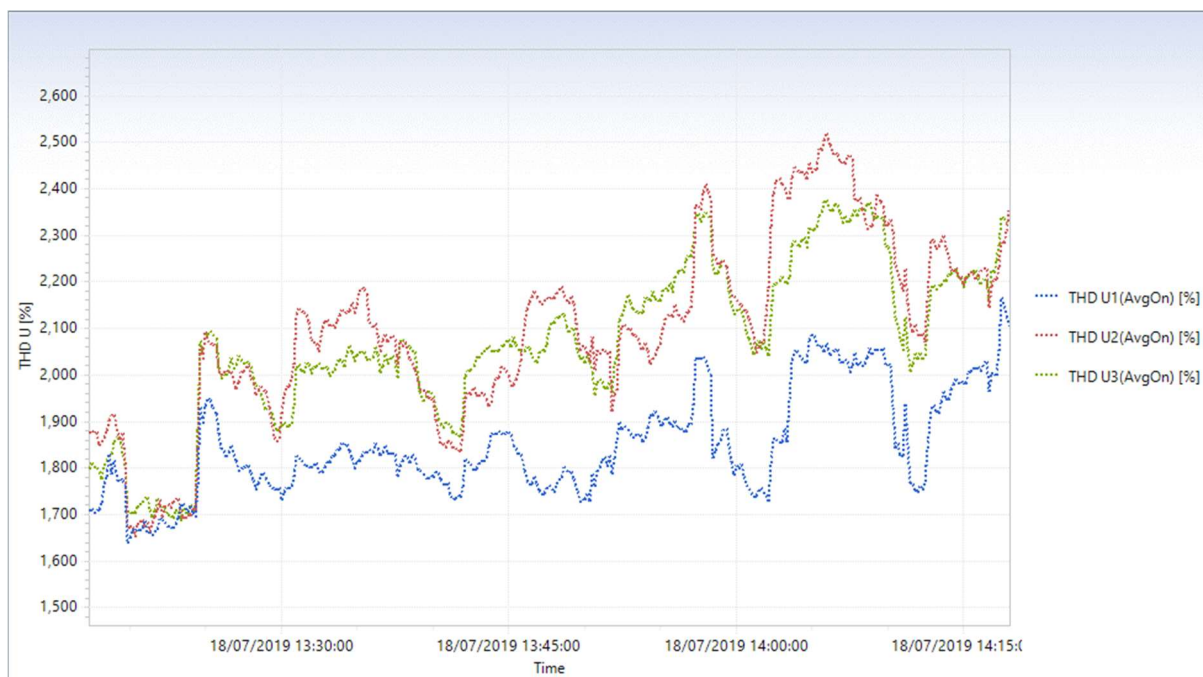


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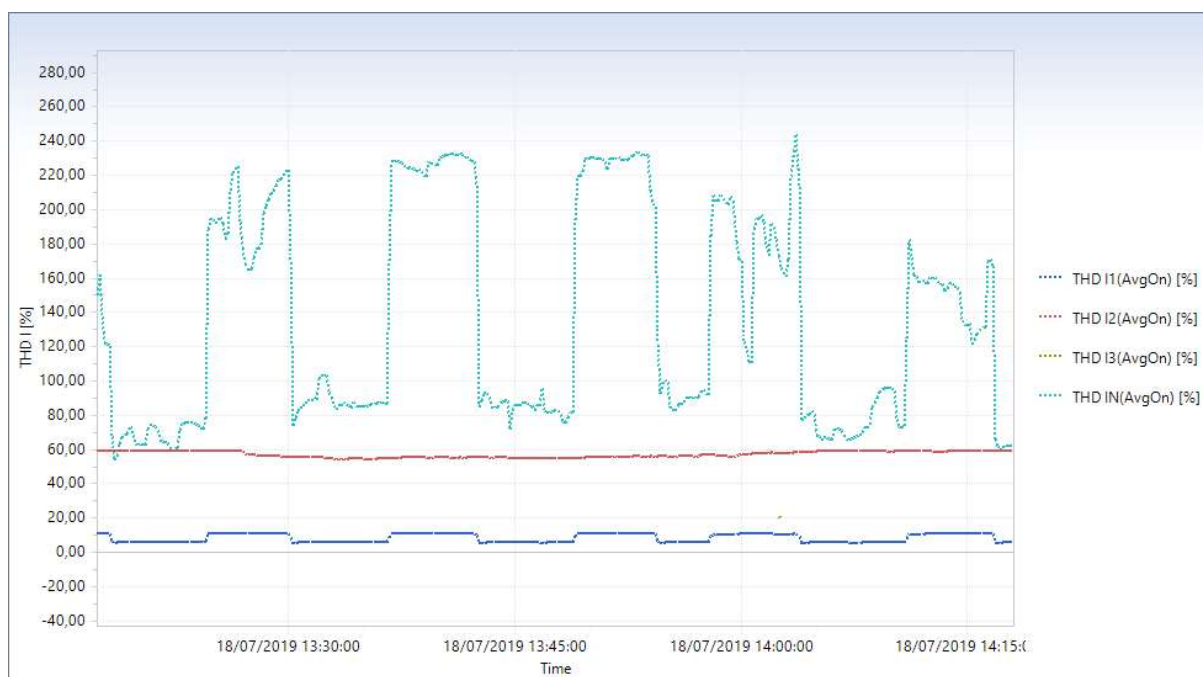
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## 5.8 THD U% - Total Distortion Harmonic - Voltage



## 5.9 THD I% - Total Distortion Harmonic - Current



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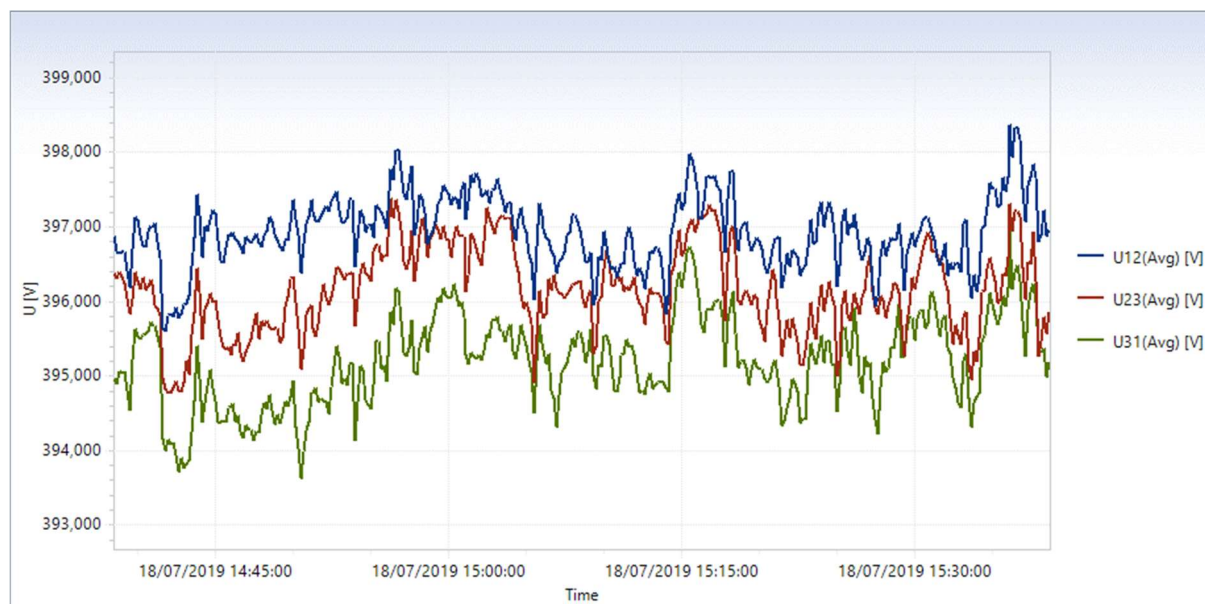
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## 6 DATA – QE 2

### 6.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 6.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

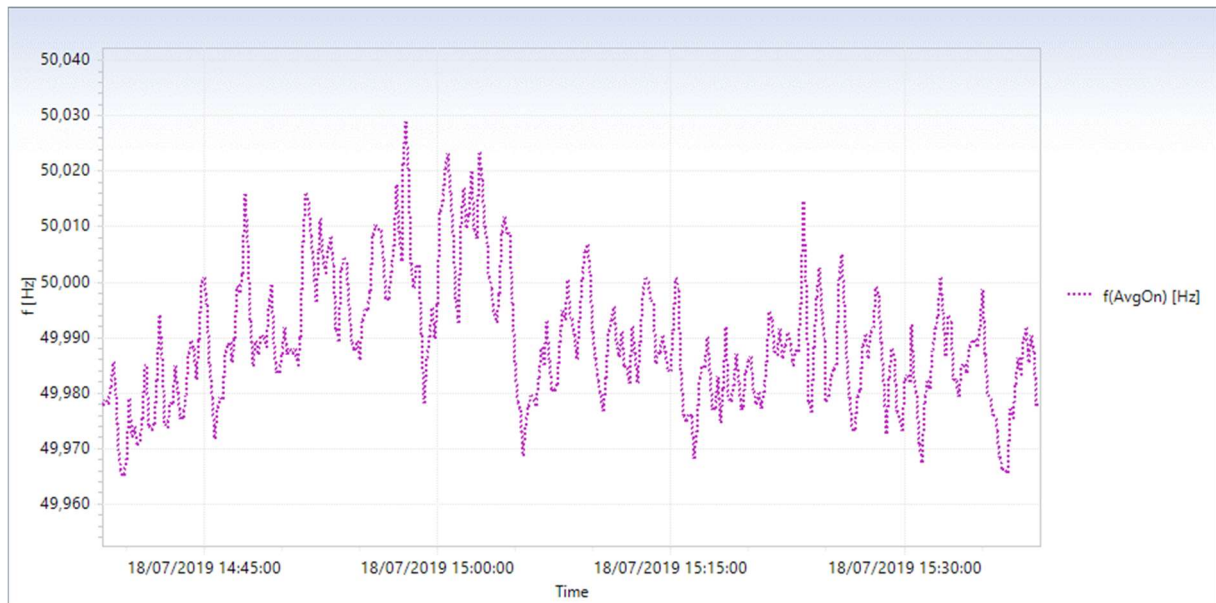


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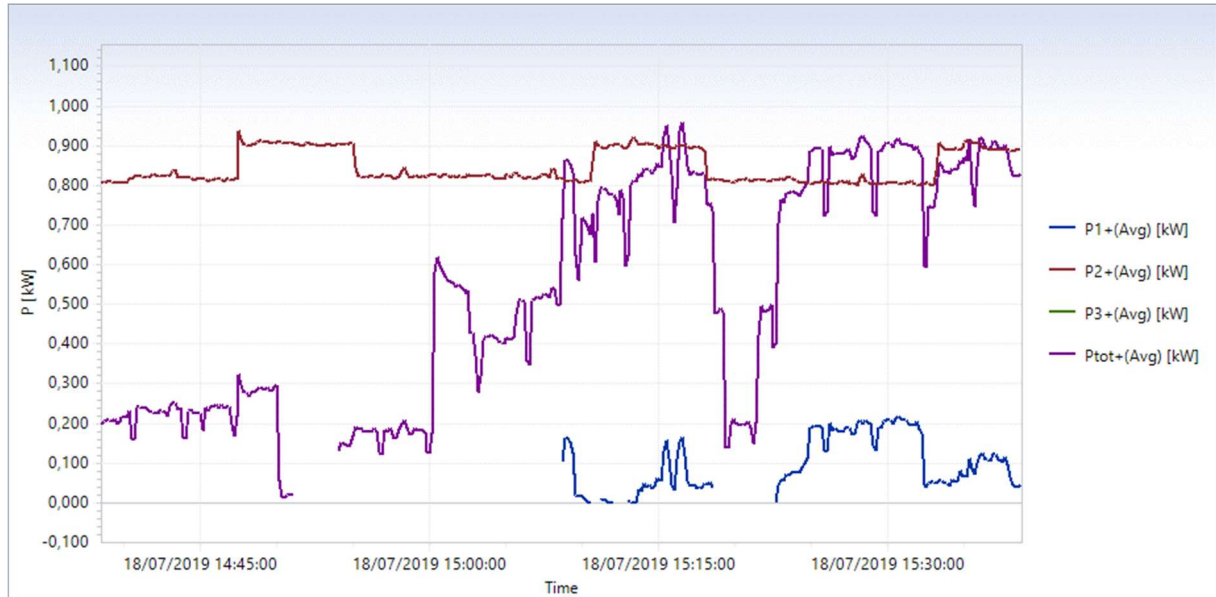
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## 6.3 Frequency (Hz)



## 6.4 Total Active Power (KW)



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## 6.5 Total ReActive Power (KVar)



## 6.6 Total Apparent Power (KVA)

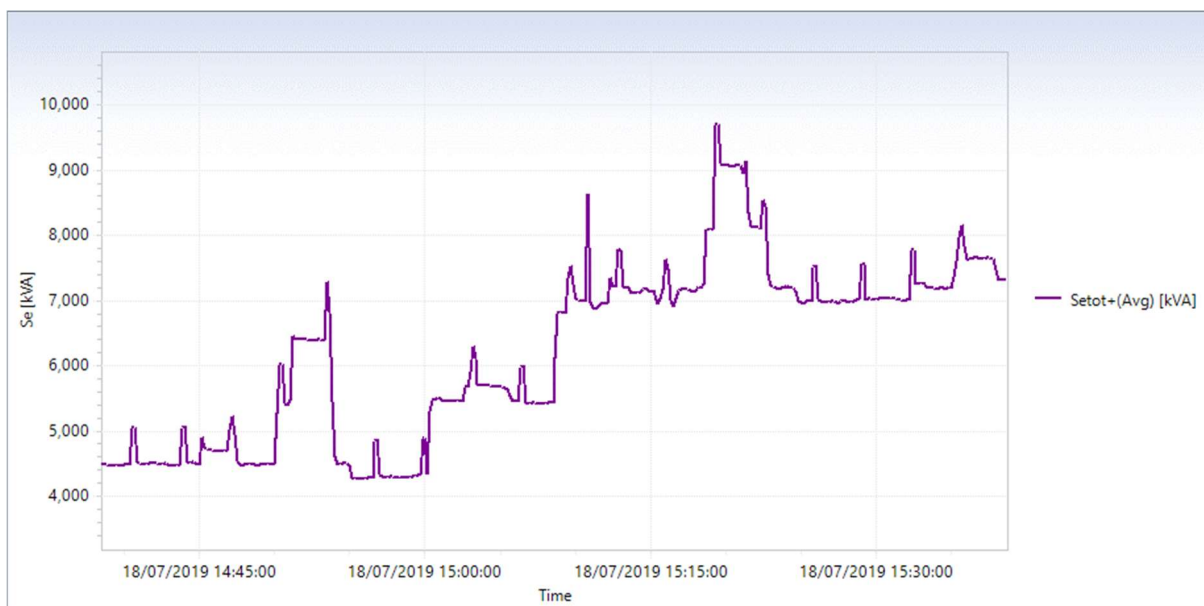


atmtotal.com

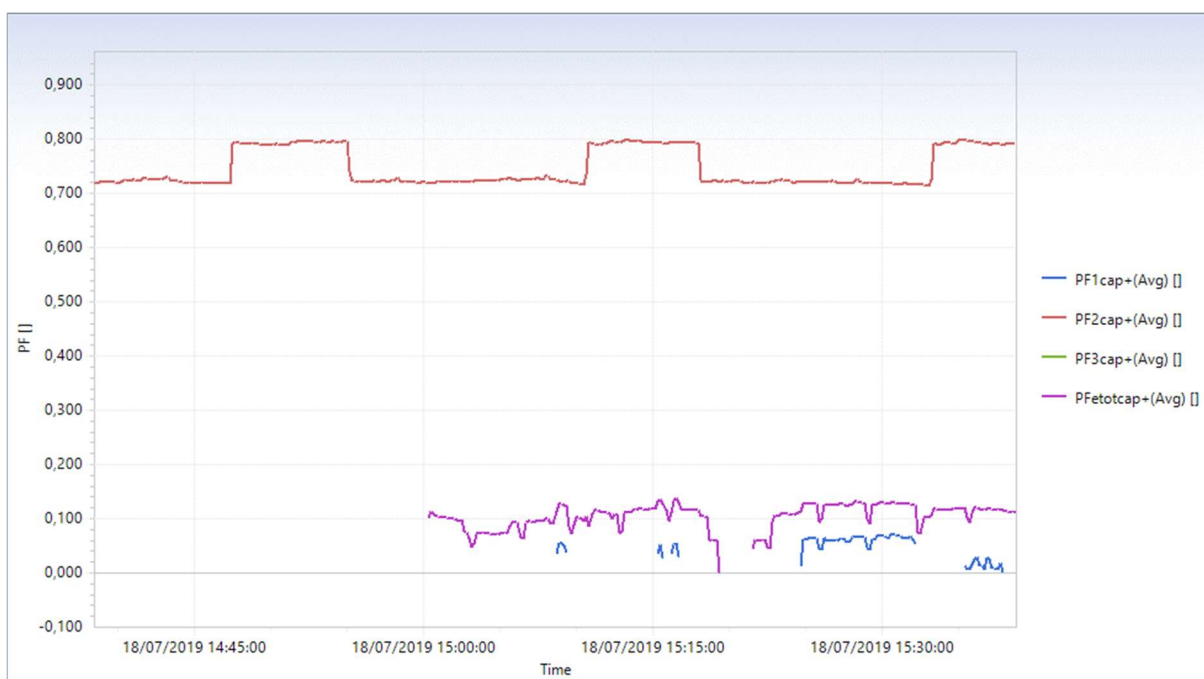
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## 6.7 Total Power Factor - PF

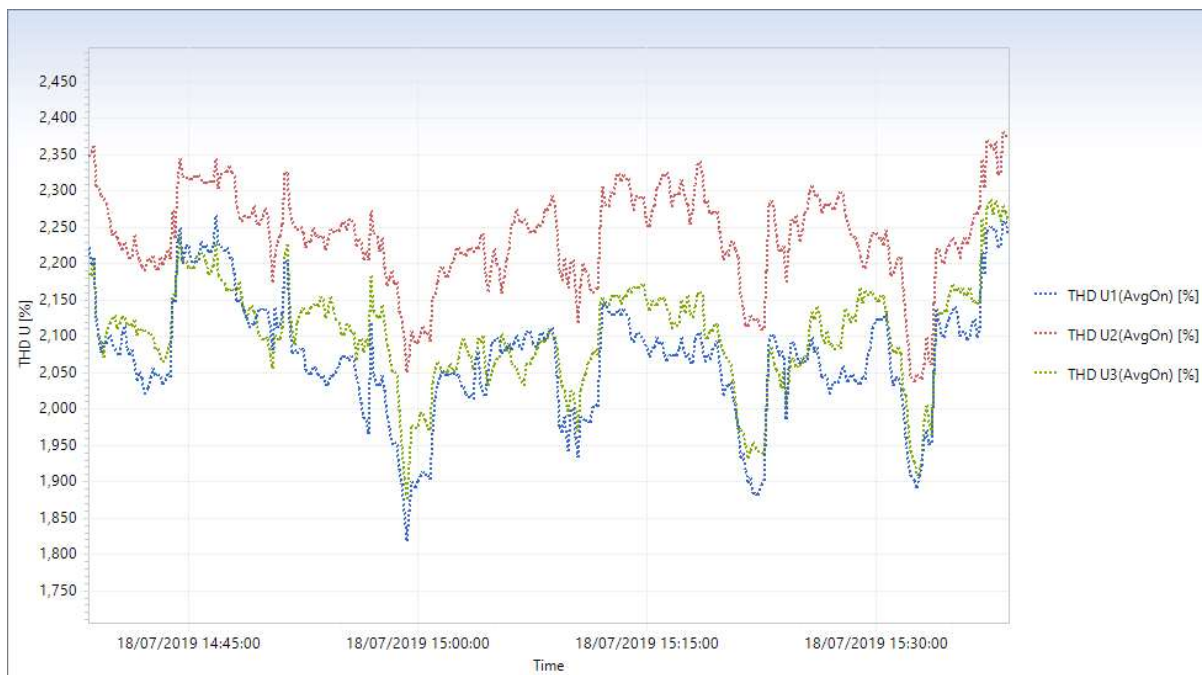


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## 6.8 THD U% - Total Distortion Harmonic - Voltage



## 6.9 THD I% - Total Distortion Harmonic - Current



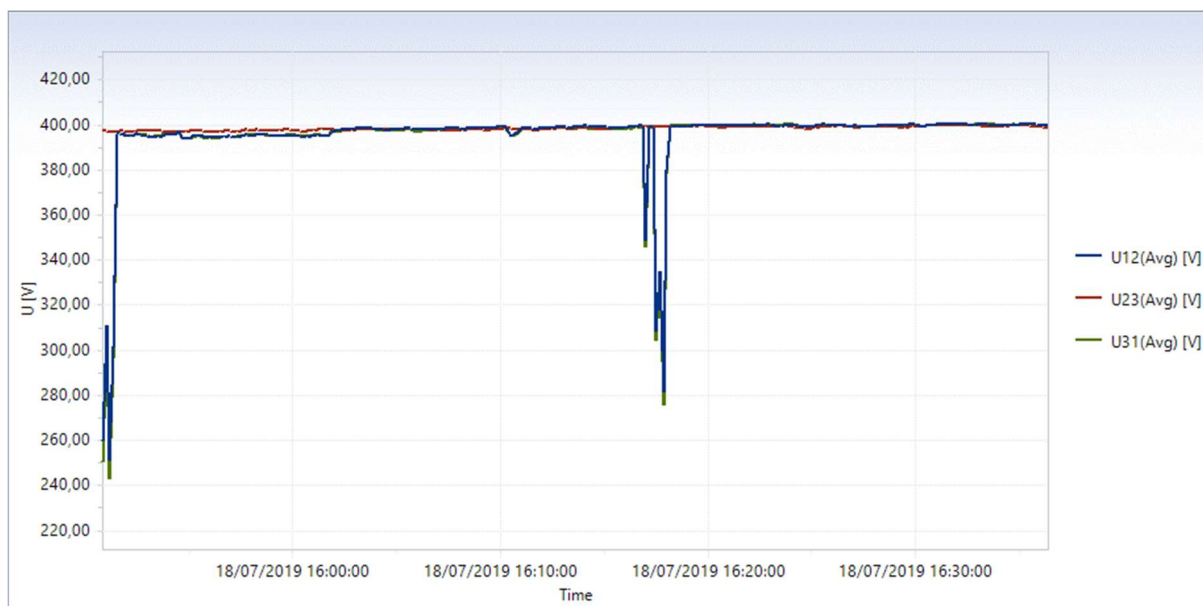
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## 7 DATA – QN 1

### 7.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 7.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

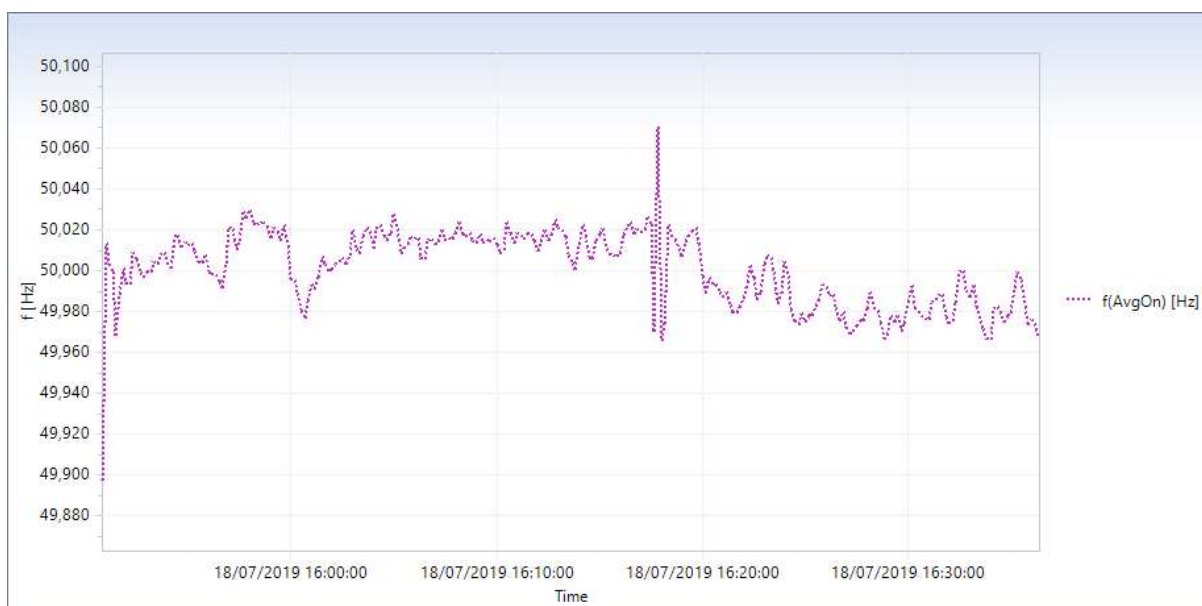


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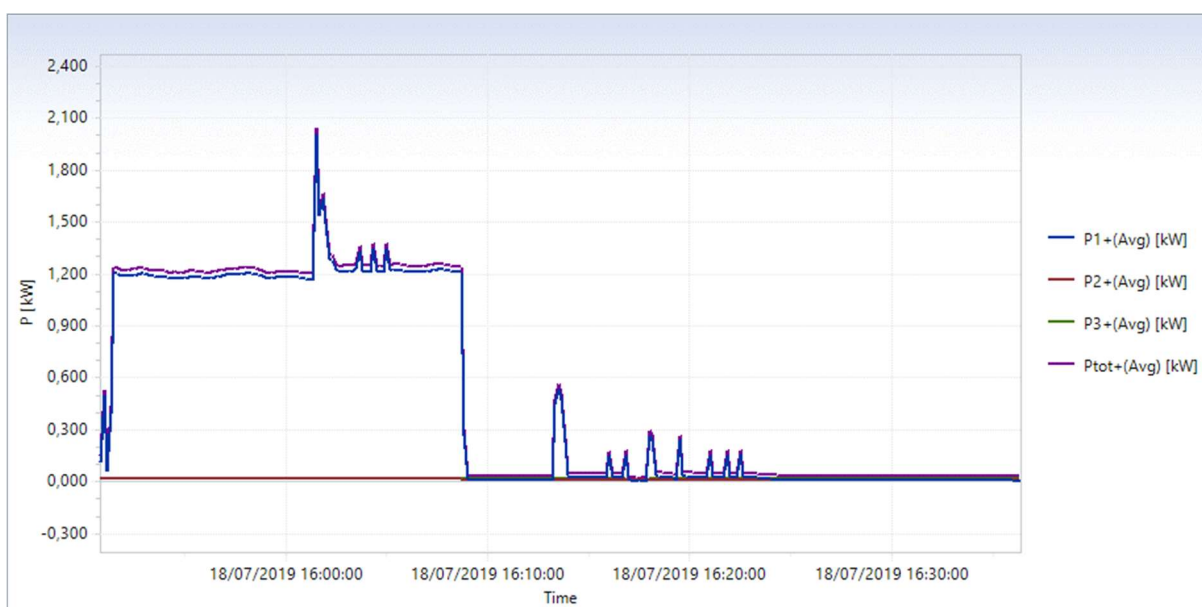
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## 7.3 Frequency (Hz)



## 7.4 Total Active Power (KW)

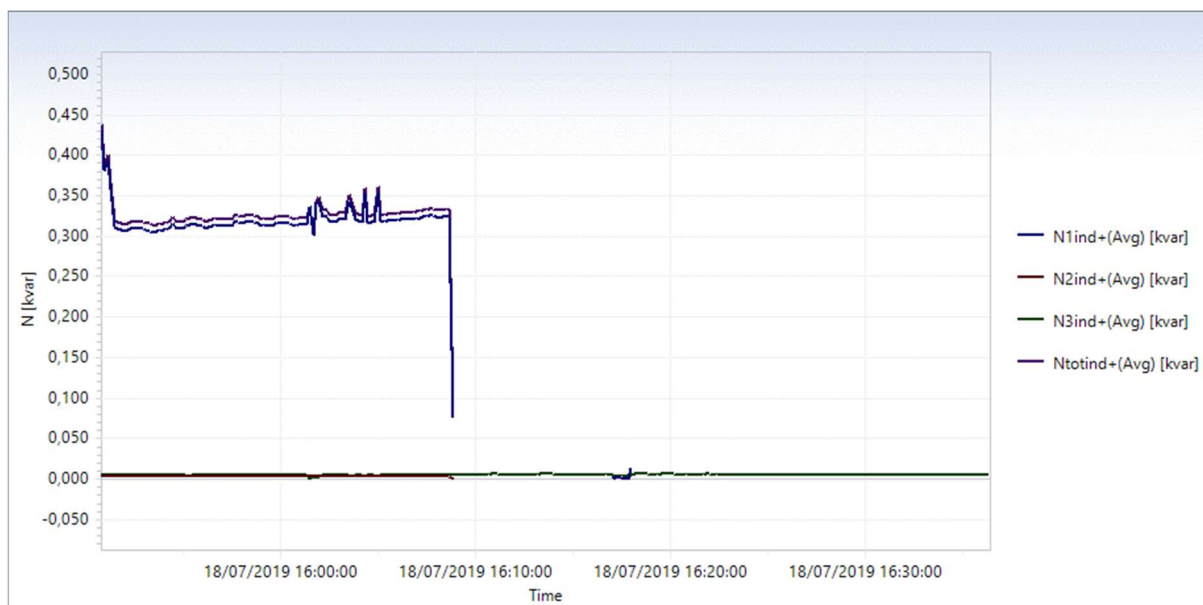


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## 7.5 Total ReActive Power (KVar)



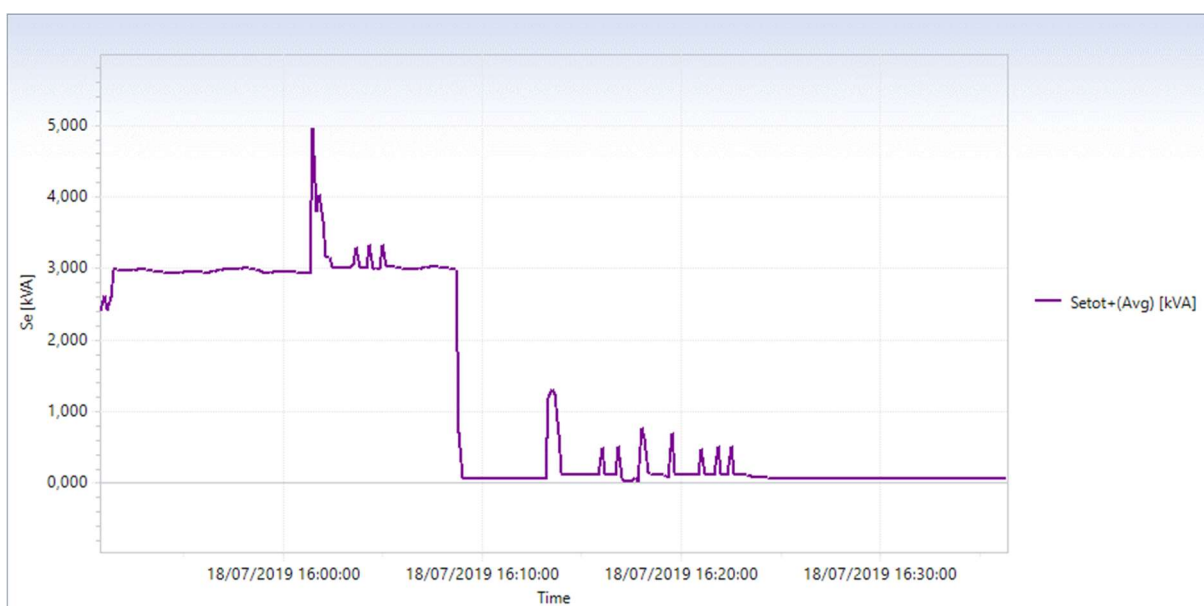
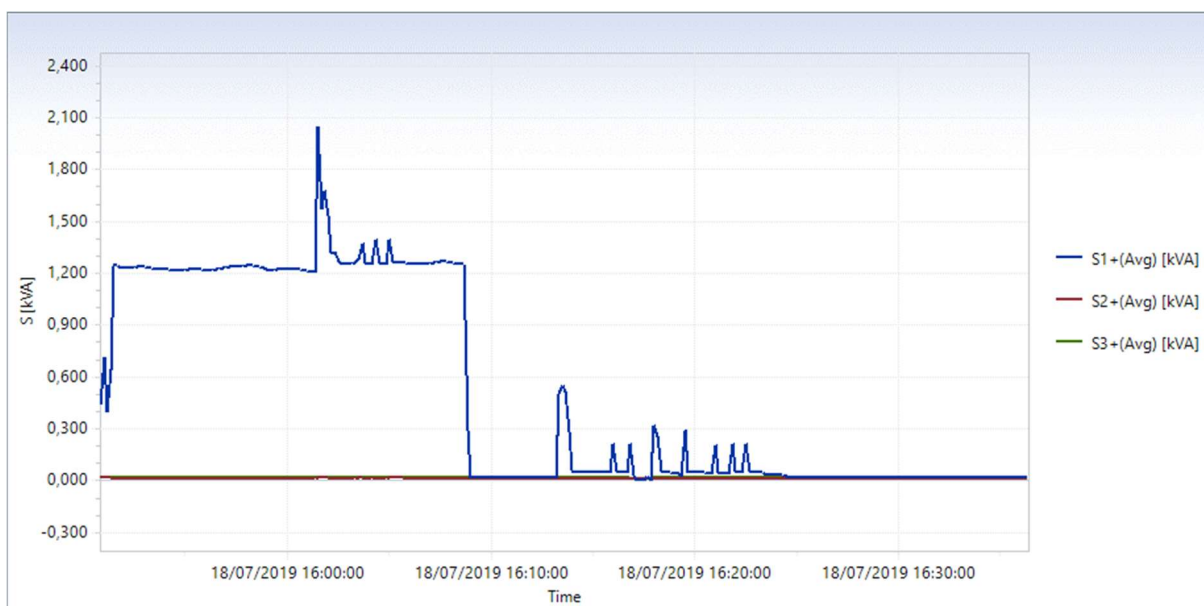
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## 7.6 Total Apparent Power (KVA)



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## 7.7 Total Power Factor - PF

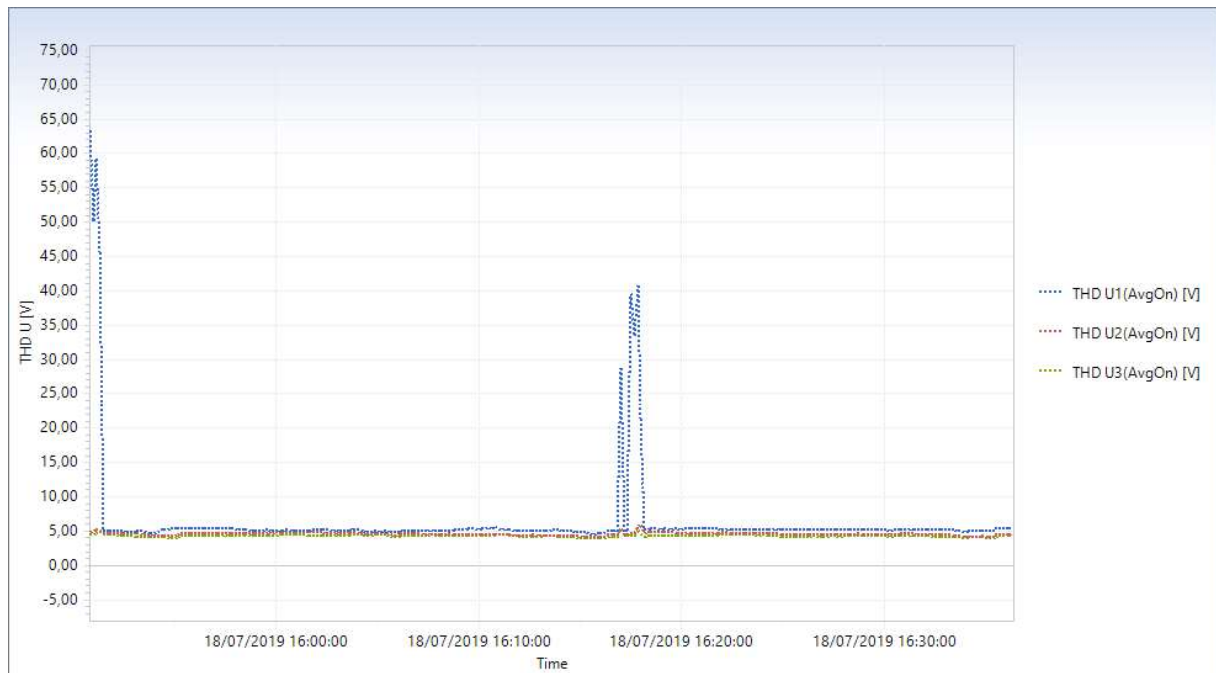


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## 7.8 THD U% - Total Distortion Harmonic - Voltage



## 7.9 THD I% - Total Distortion Harmonic - Current



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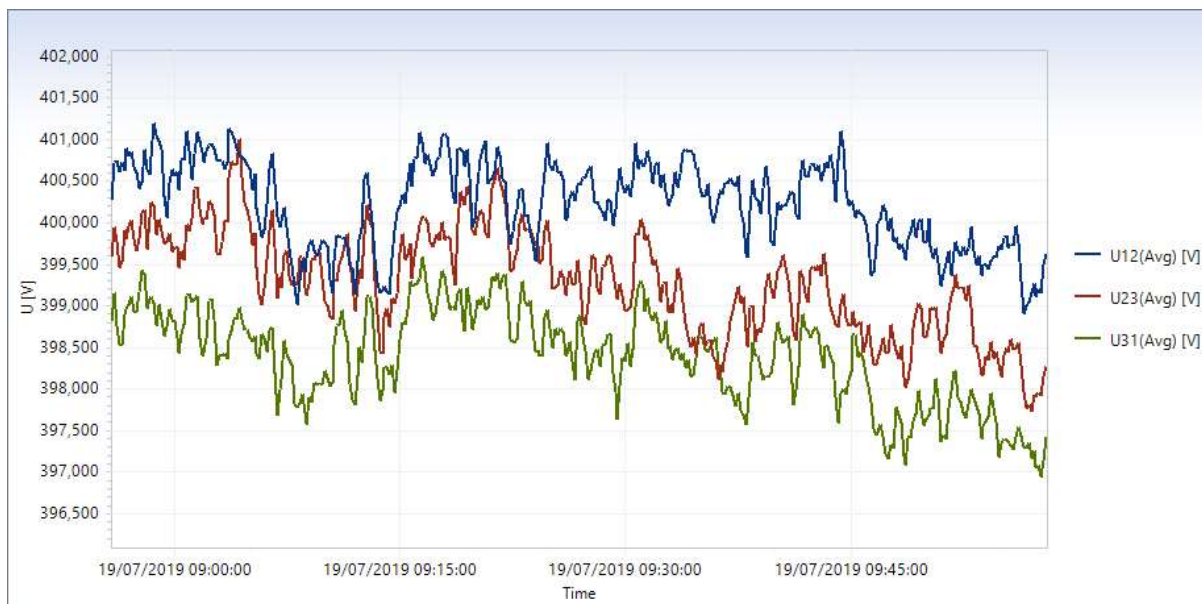
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## 8 DATA – QGNT

### 8.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 8.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

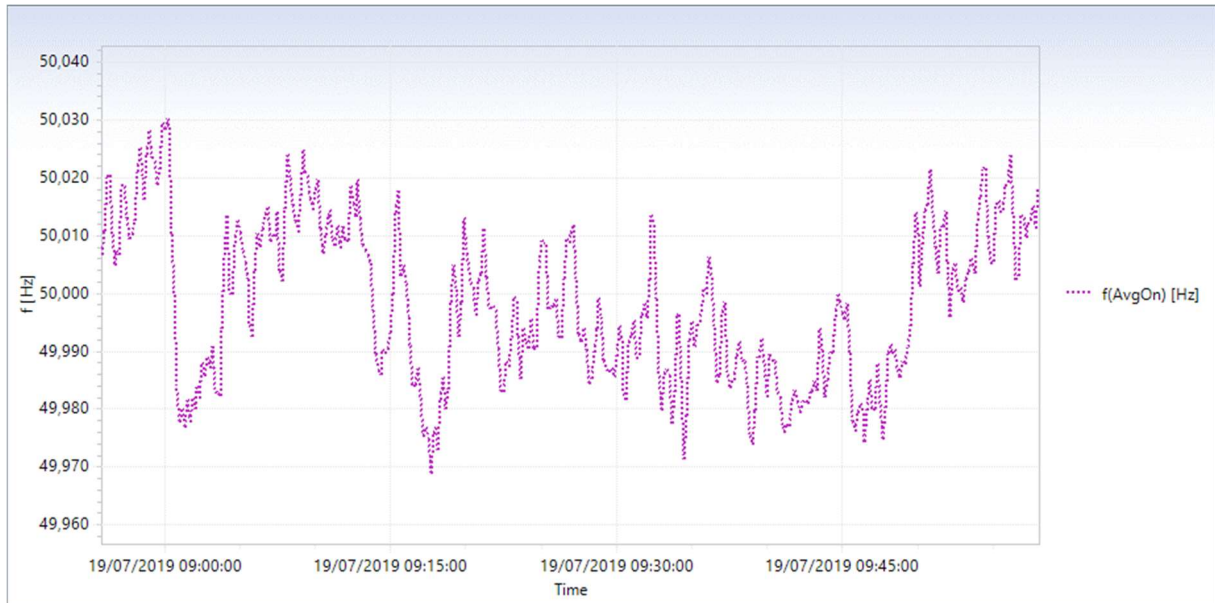


atmtotal.com

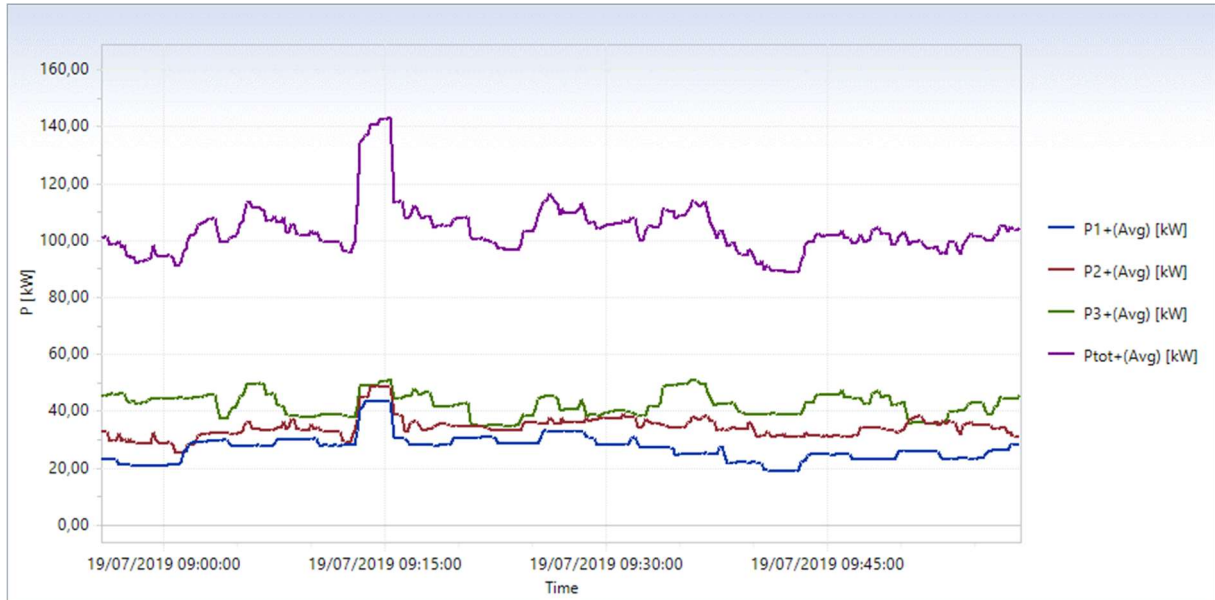
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### 8.3 Frequency (Hz)



### 8.4 Total Active Power (KW)

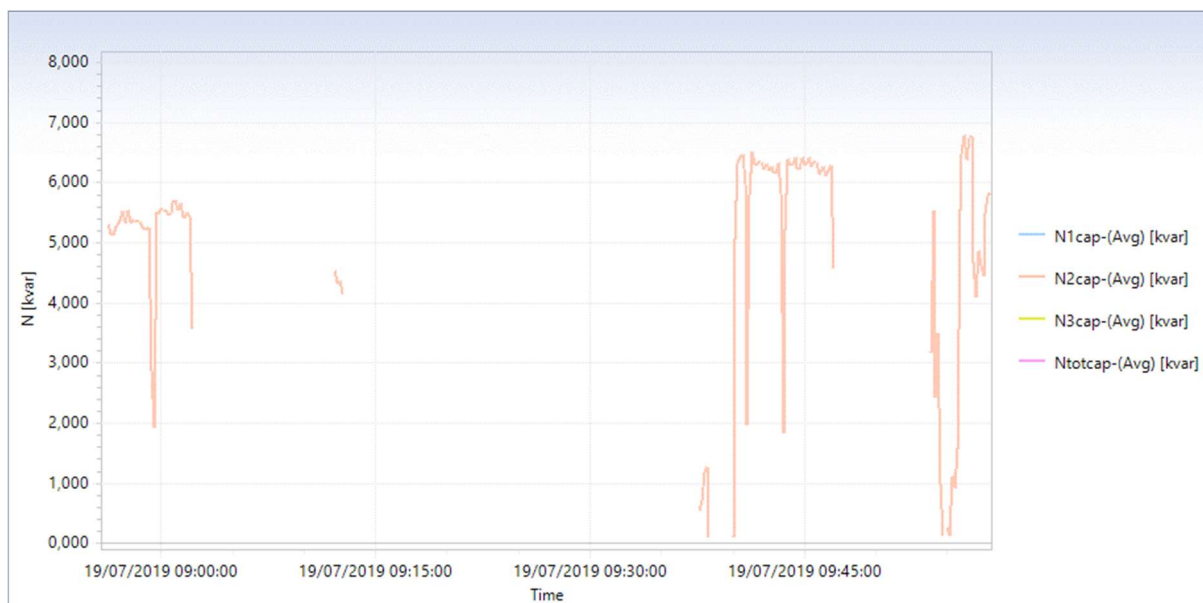
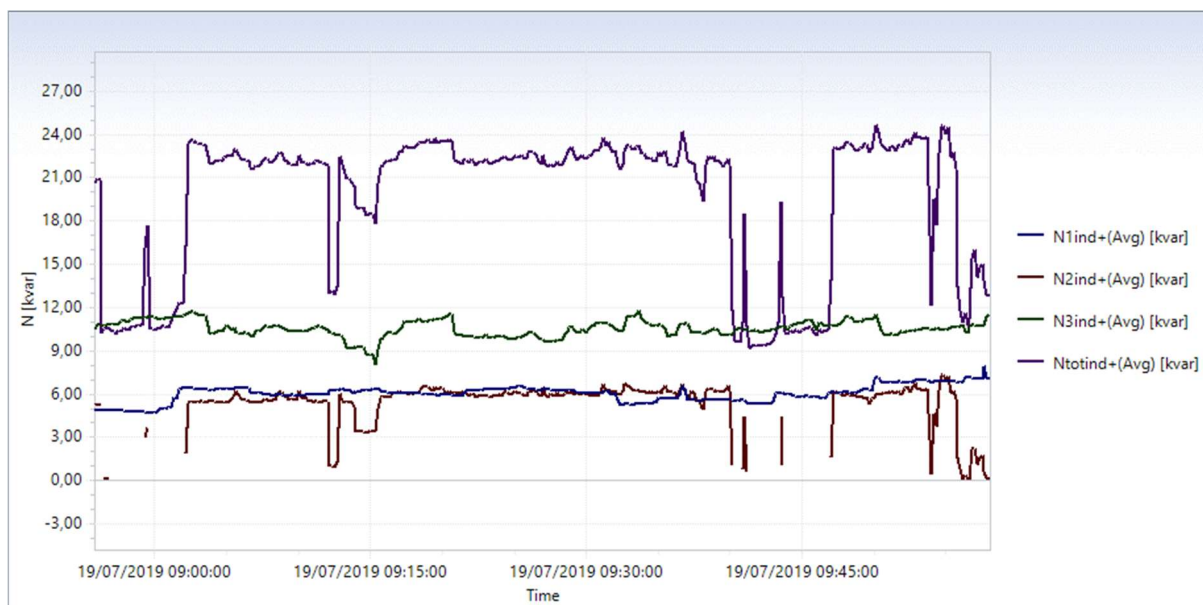


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## 8.5 Total ReActive Power (KVar)

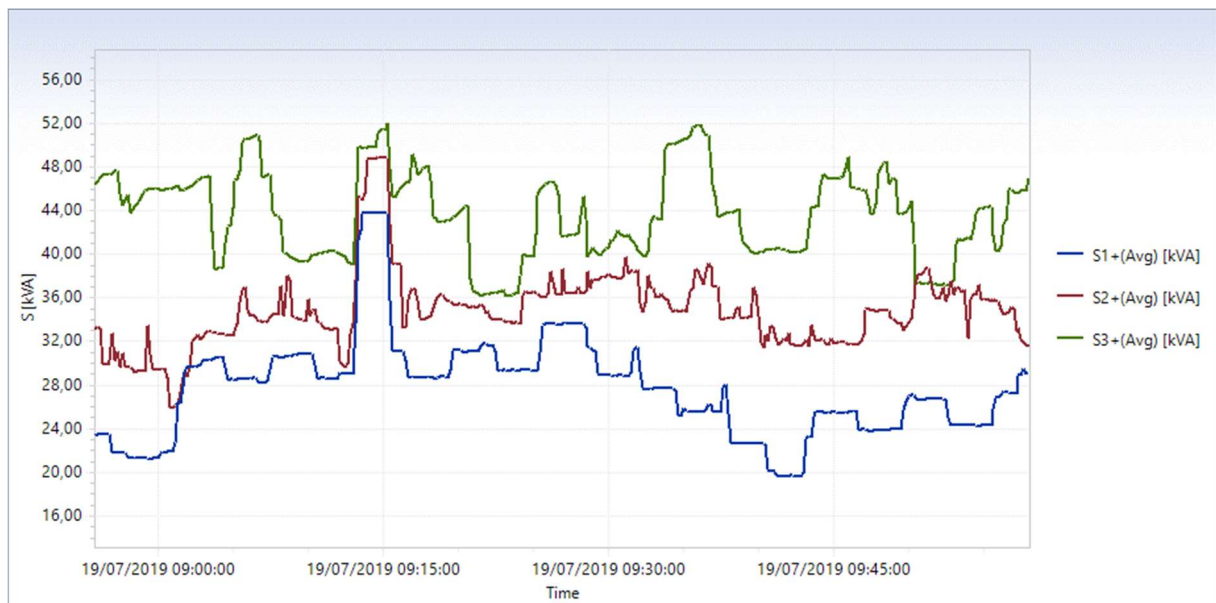
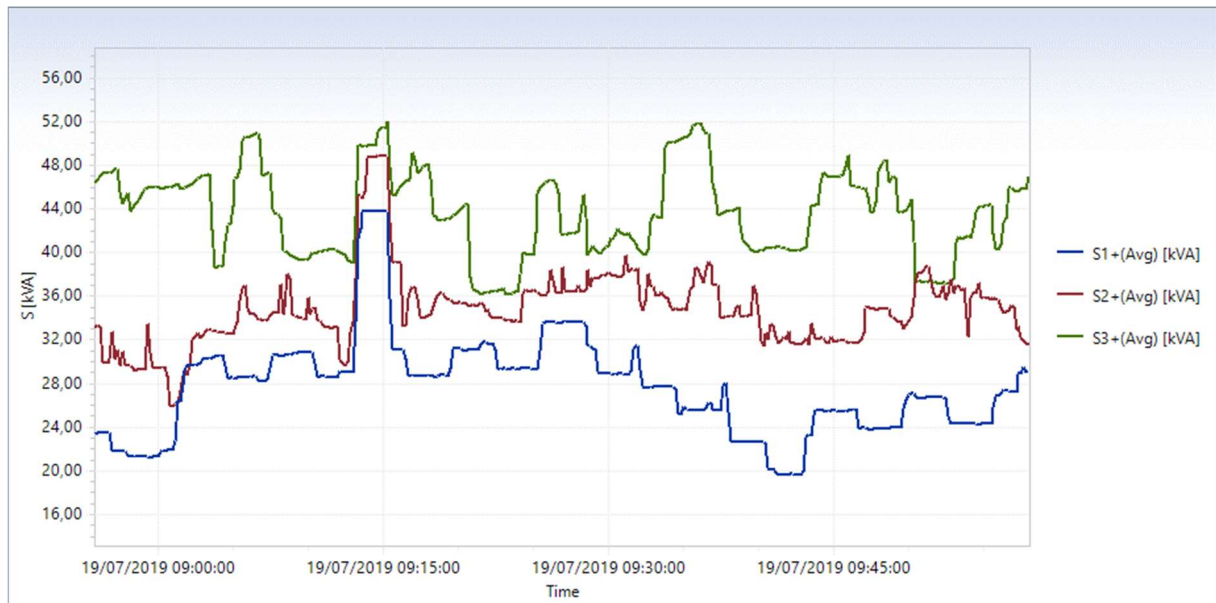


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## 8.6 Total Apparent Power (KVA)



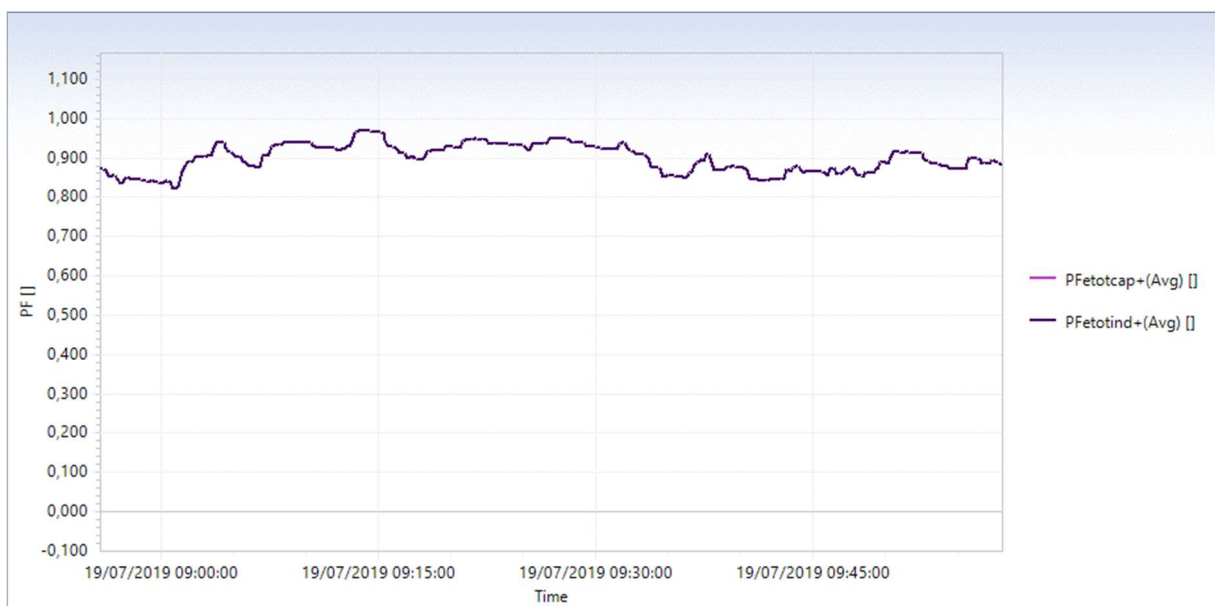
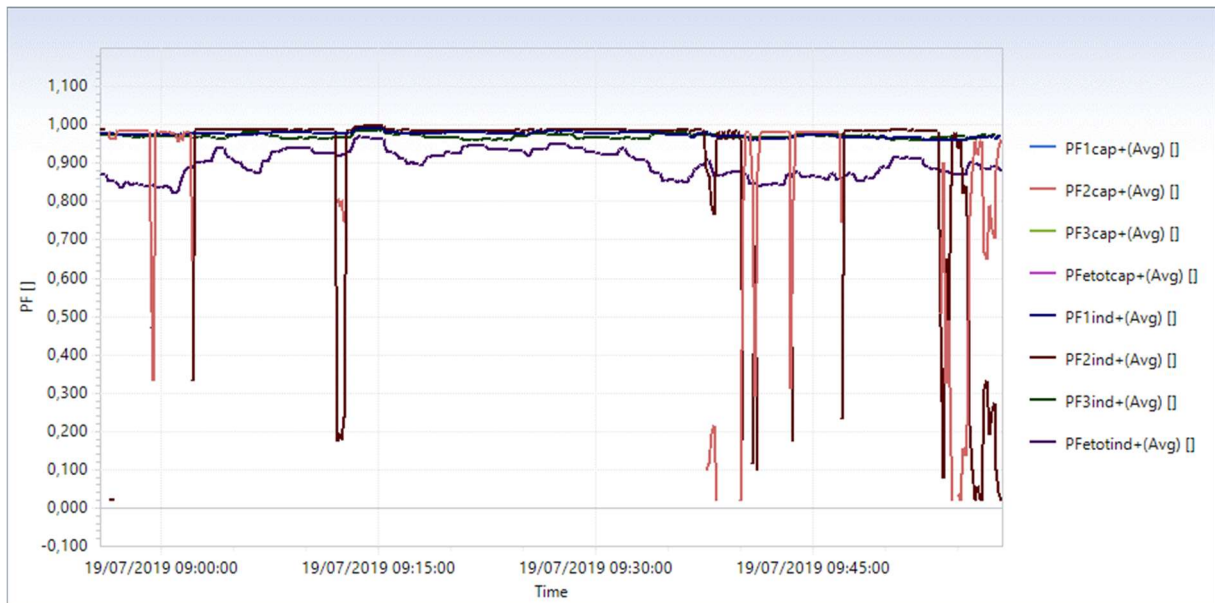
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## 8.7 Total Power Factor - PF

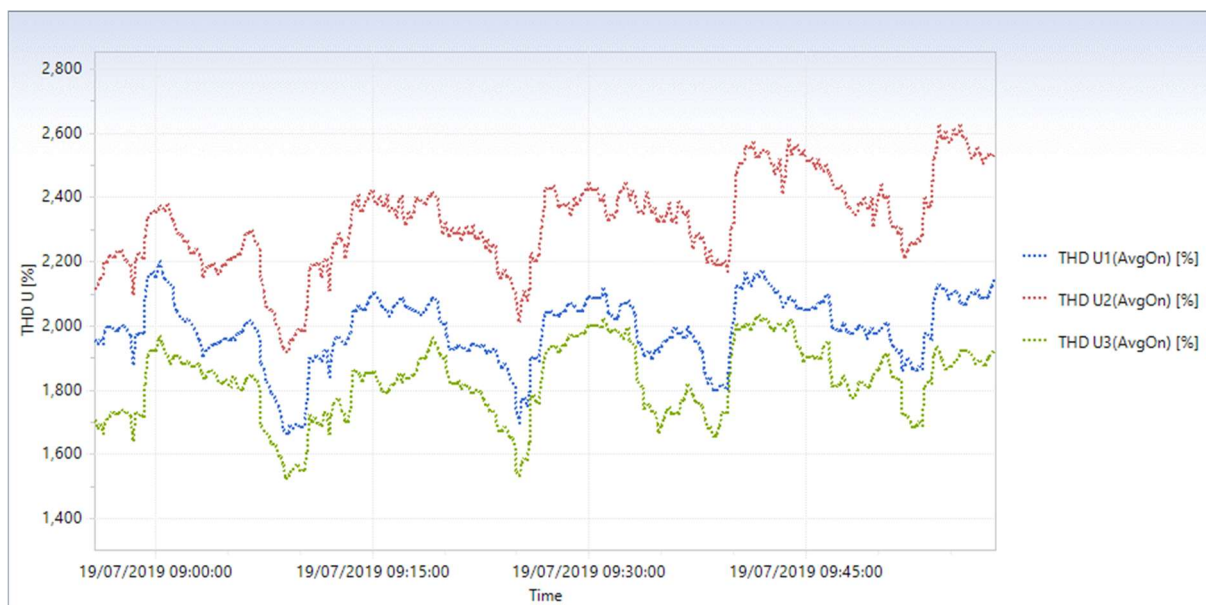


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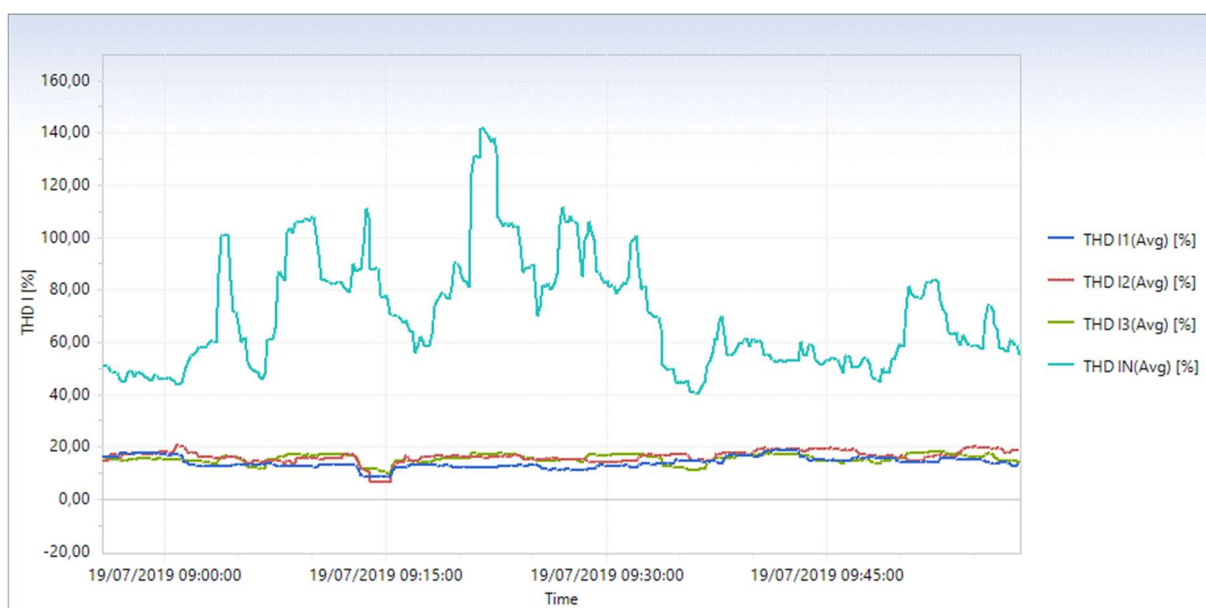
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## 8.8 THD U% - Total Distortion Harmonic - Voltage

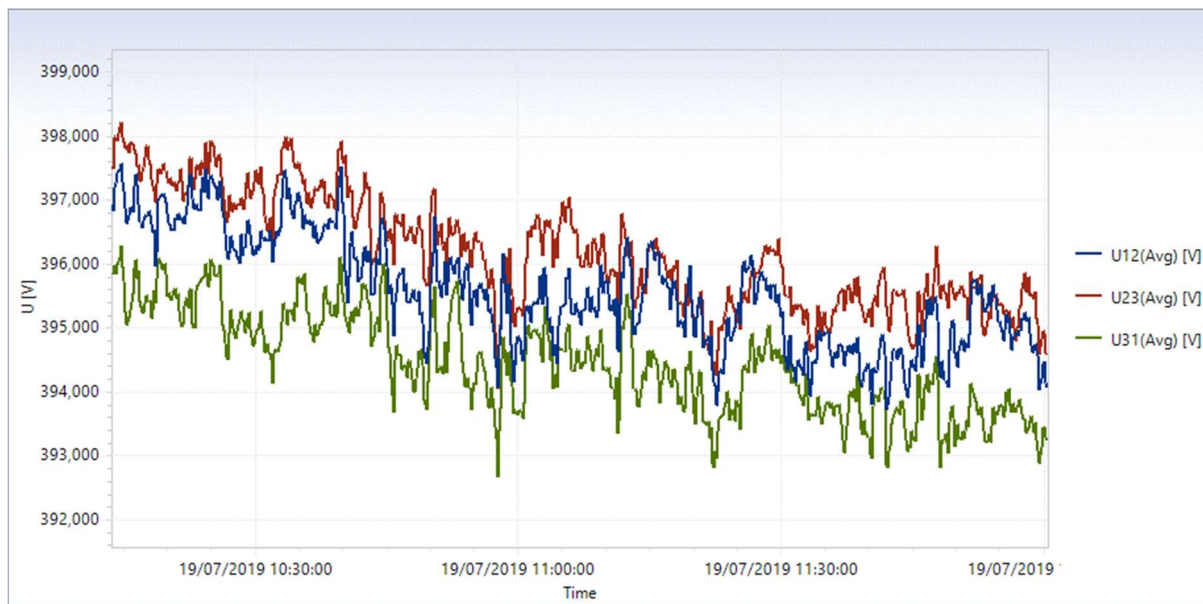


## 8.9 THD I% - Total Distortion Harmonic - Current

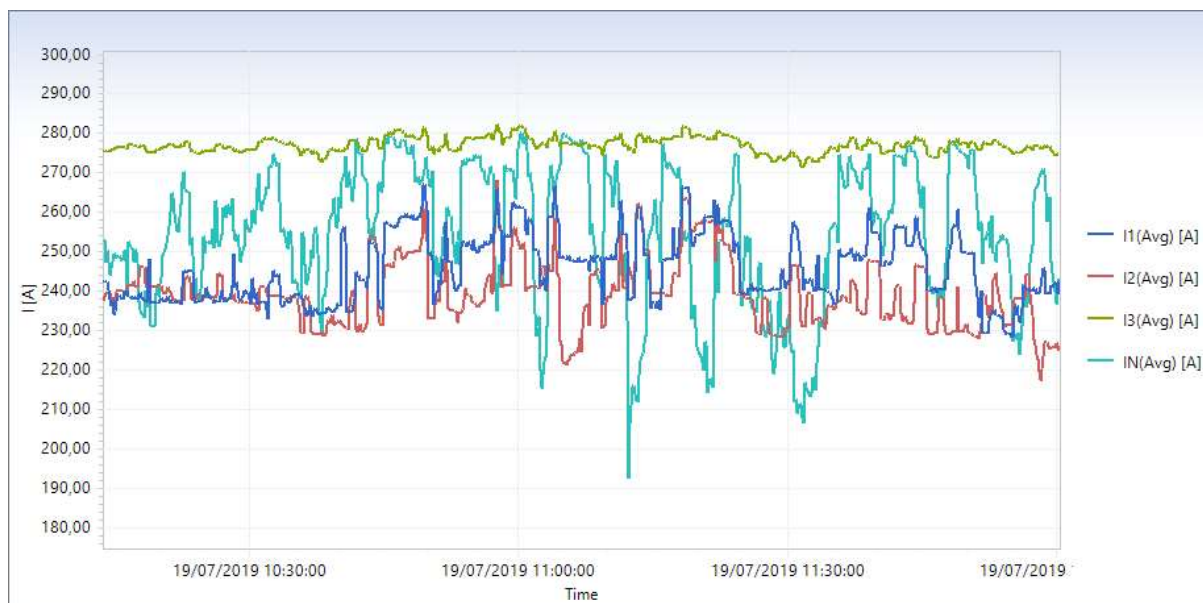


## 9 DATA – QGET

### 9.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 9.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

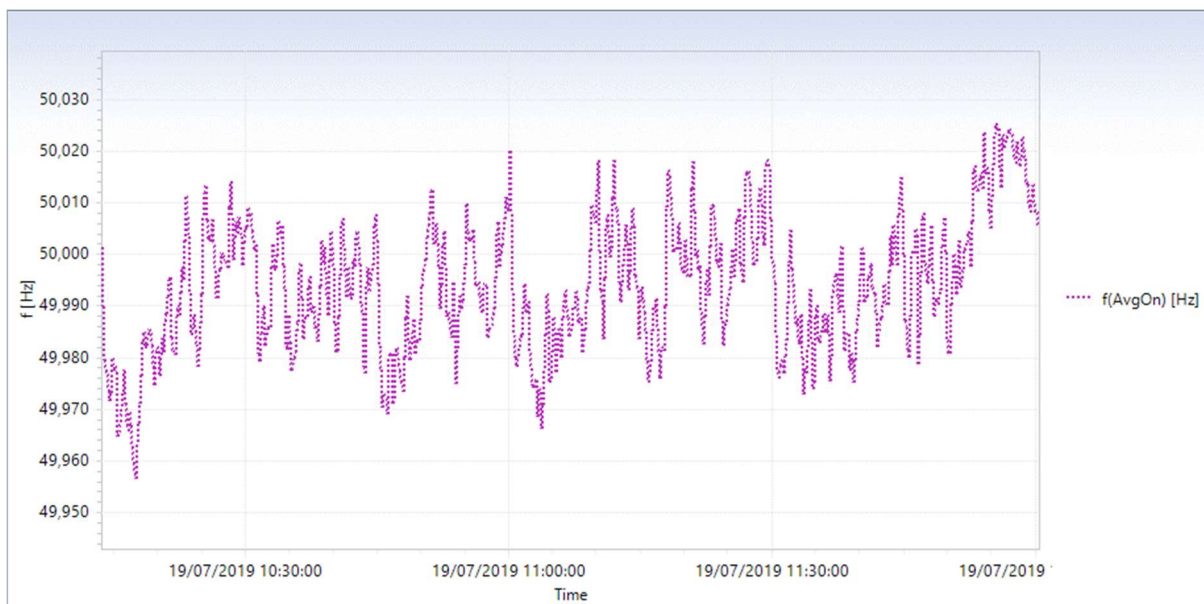


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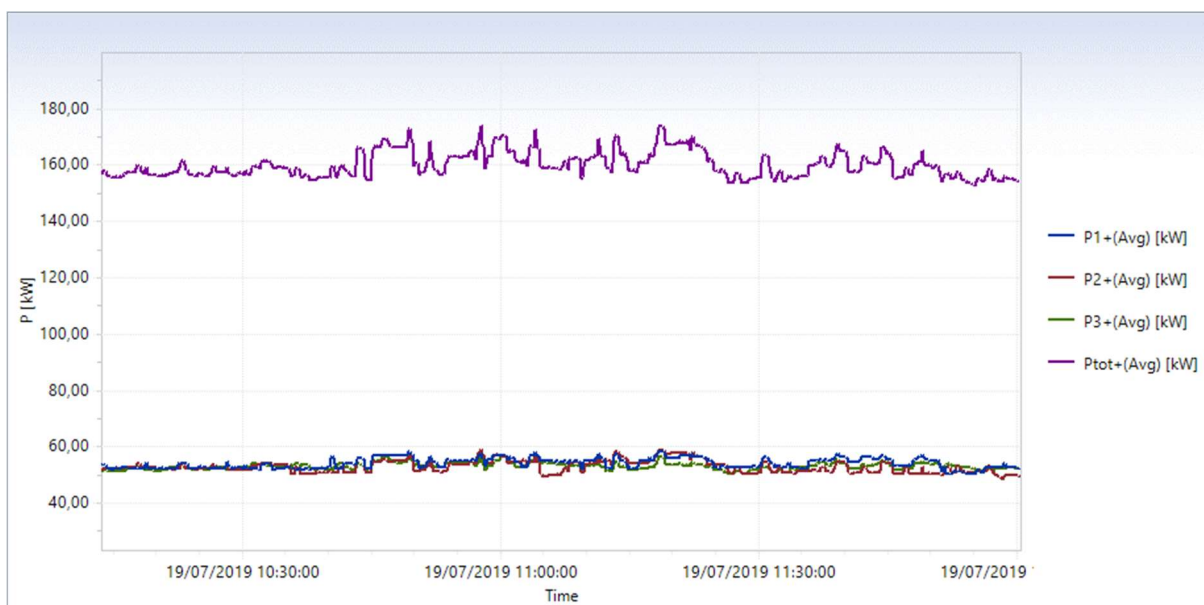
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### 9.3 Frequency (Hz)



### 9.4 Total Active Power (KW)



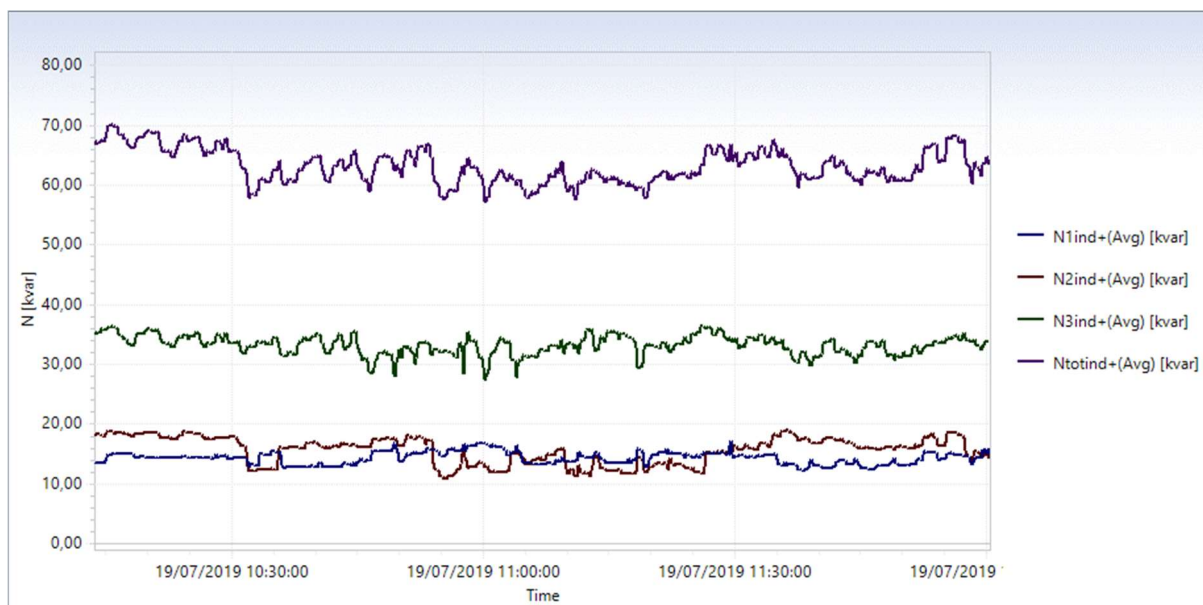
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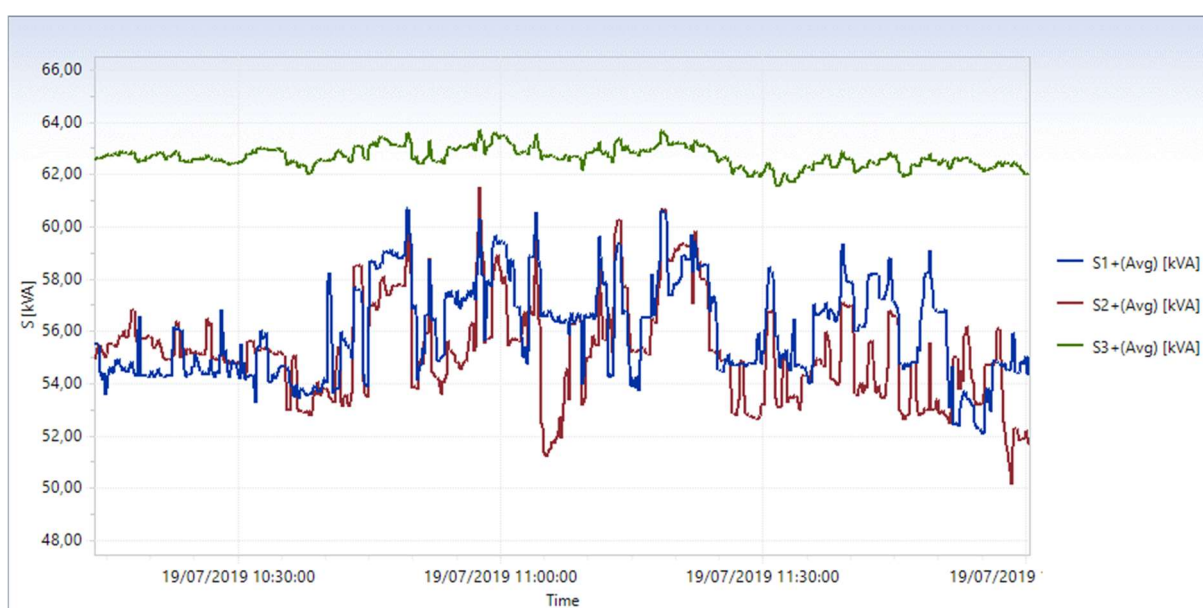
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## 9.5 Total ReActive Power (KVAR)



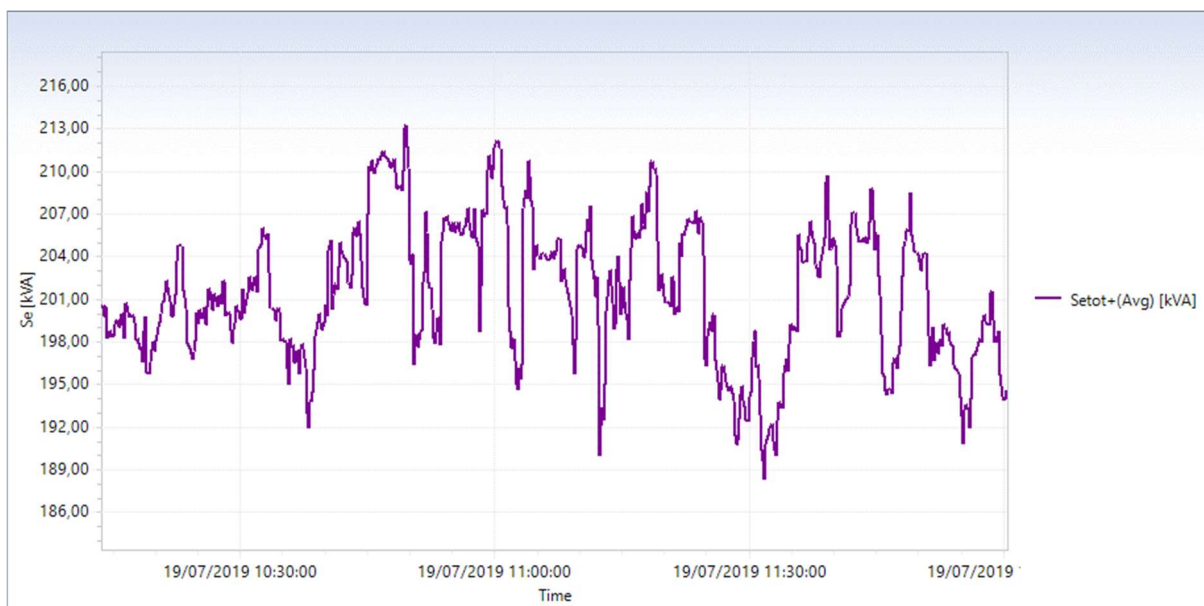
## 9.6 Total Apparent Power (KVA)



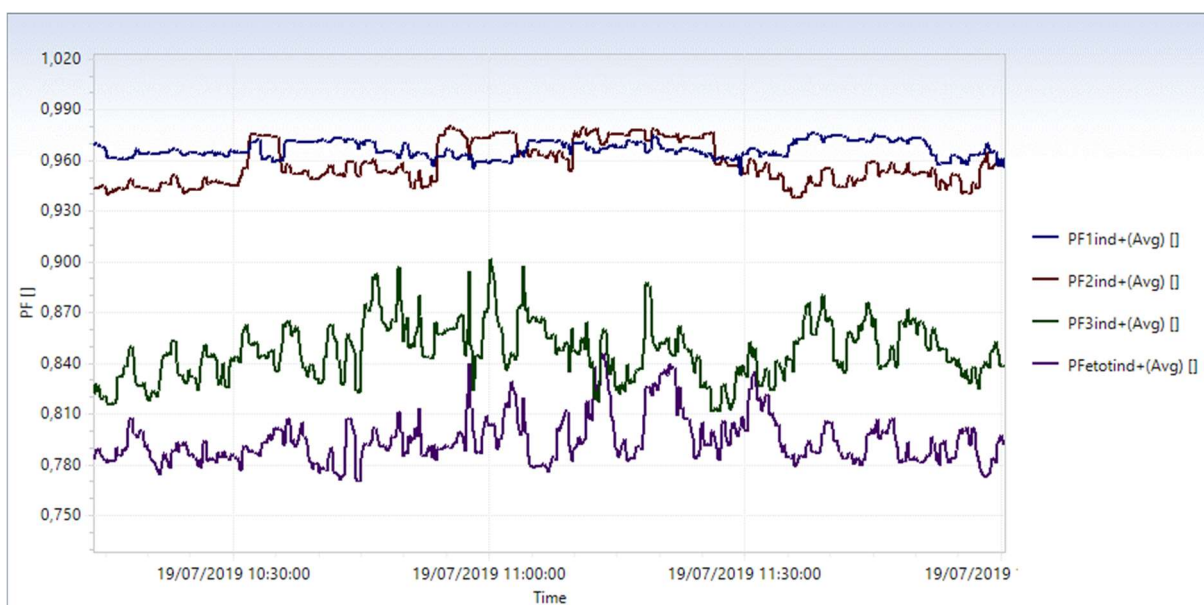
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## 9.7 Total Power Factor - PF

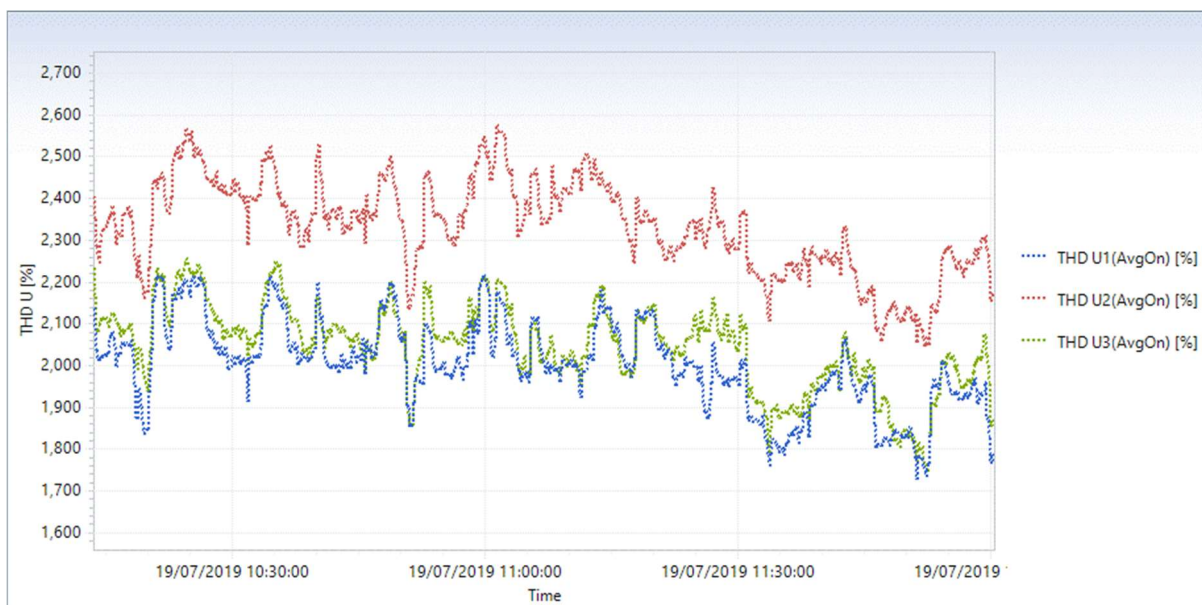


atmtotal.com

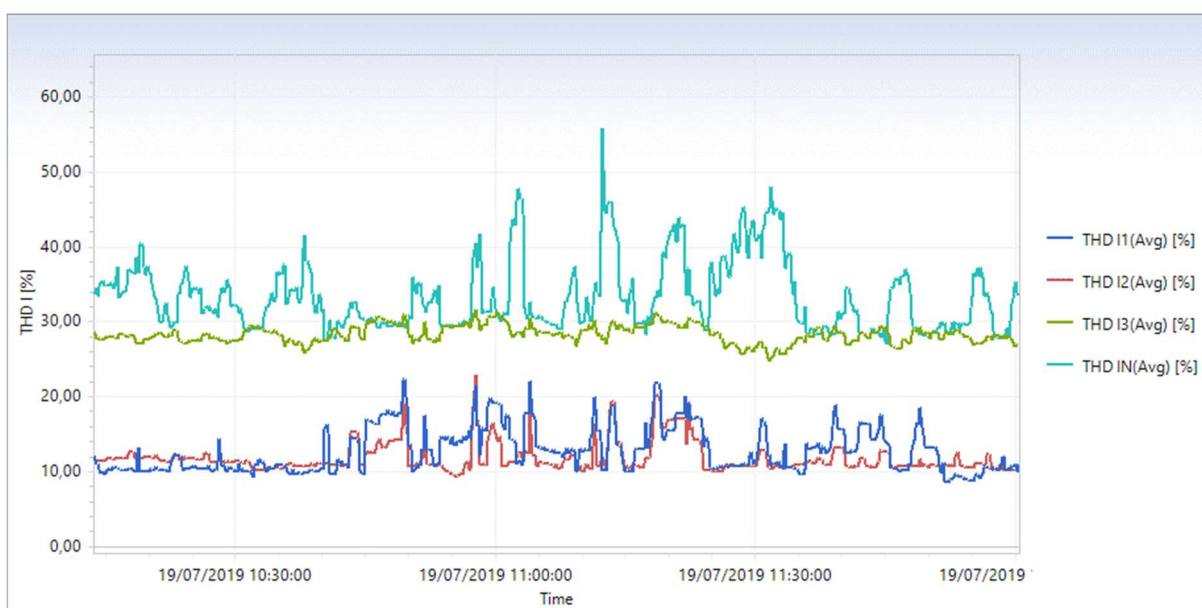
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## 9.8 THD U% - Total Distortion Harmonic - Voltage



## 9.9 THD I% - Total Distortion Harmonic - Current



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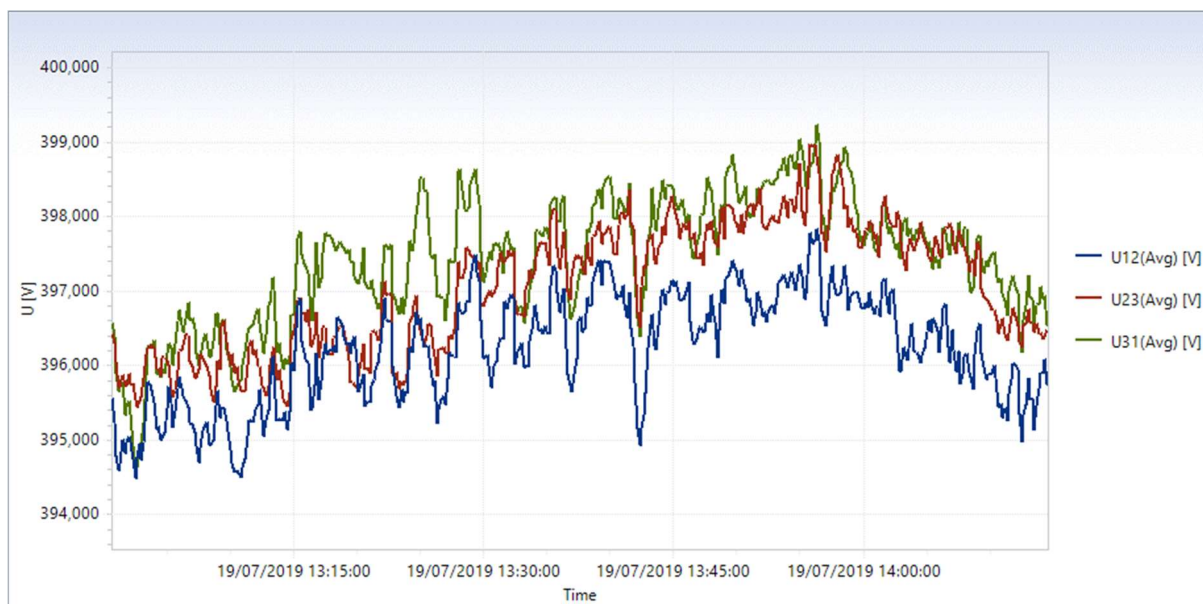
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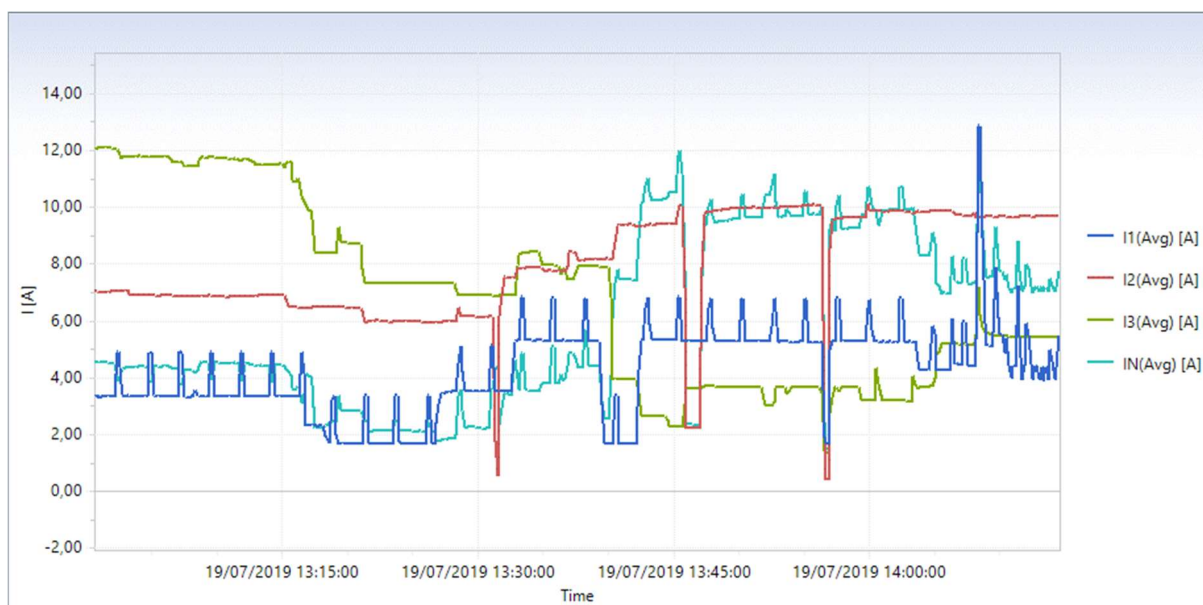


## 10DATA – QE 6\_ESQ

### 10.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 10.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

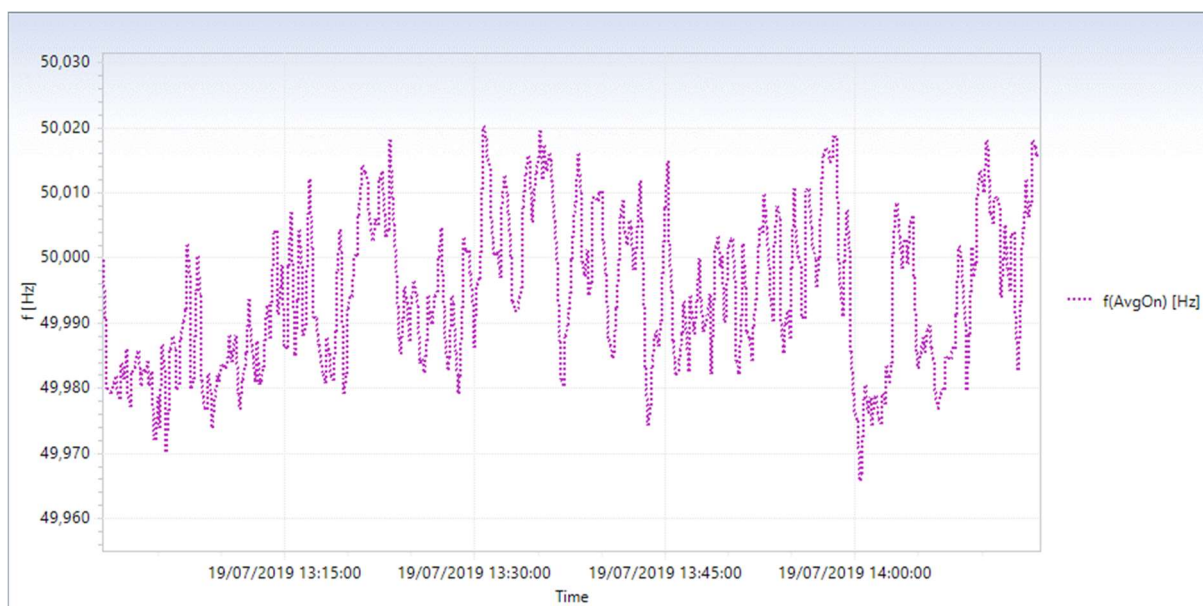


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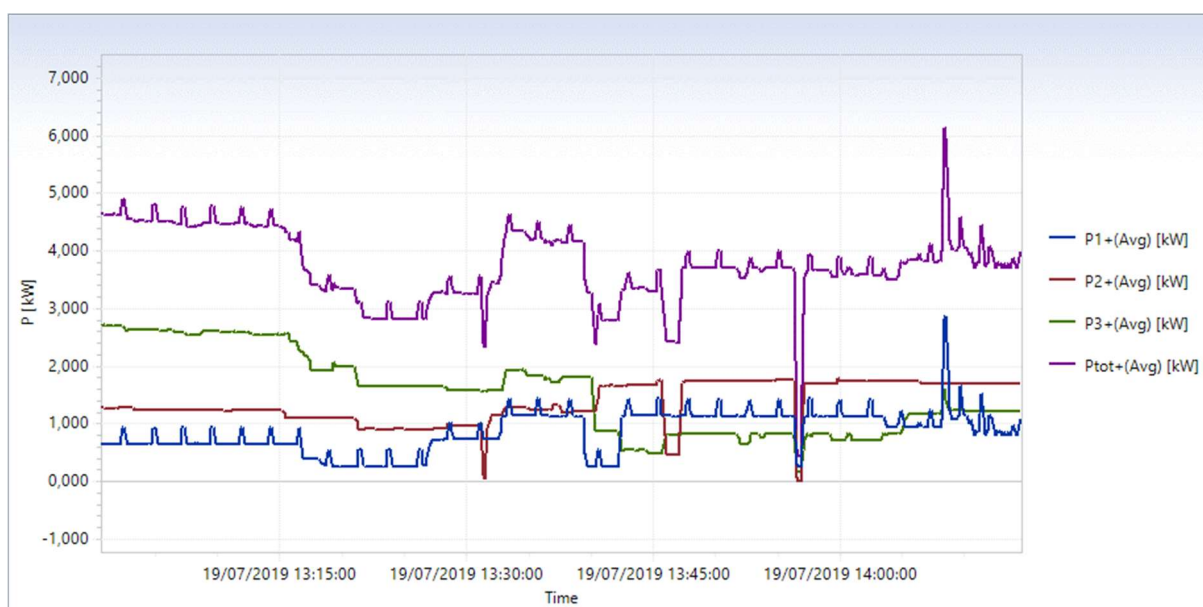
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### 10.3 Frequency (Hz)



### 10.4 Total Active Power (KW)

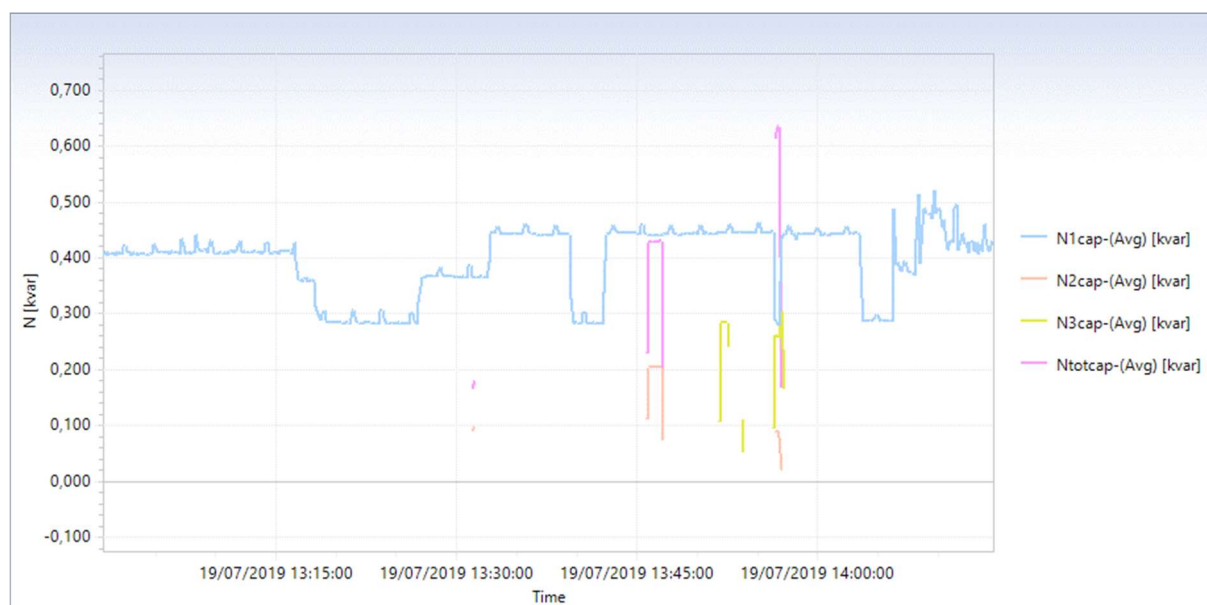
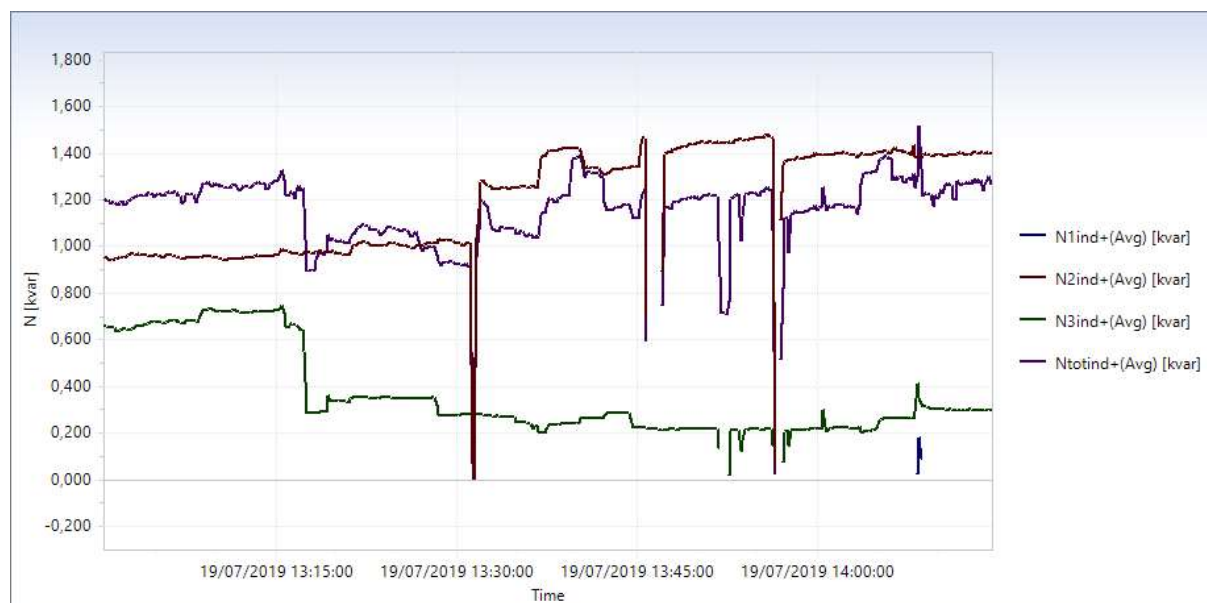


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## 10.5 Total ReActive Power (KVar)

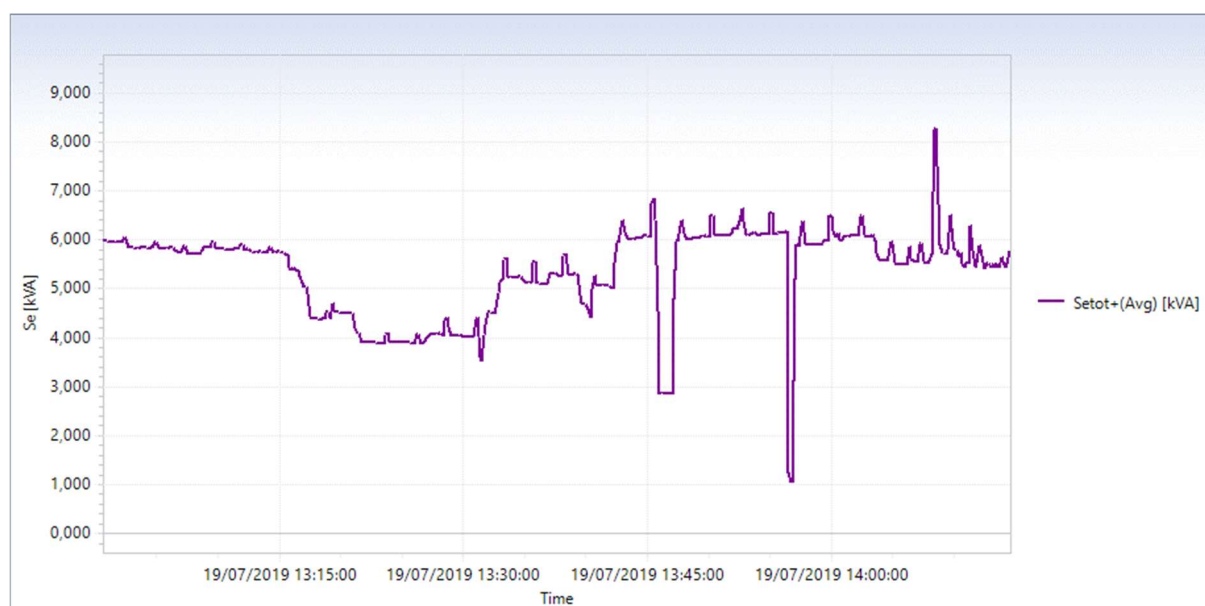
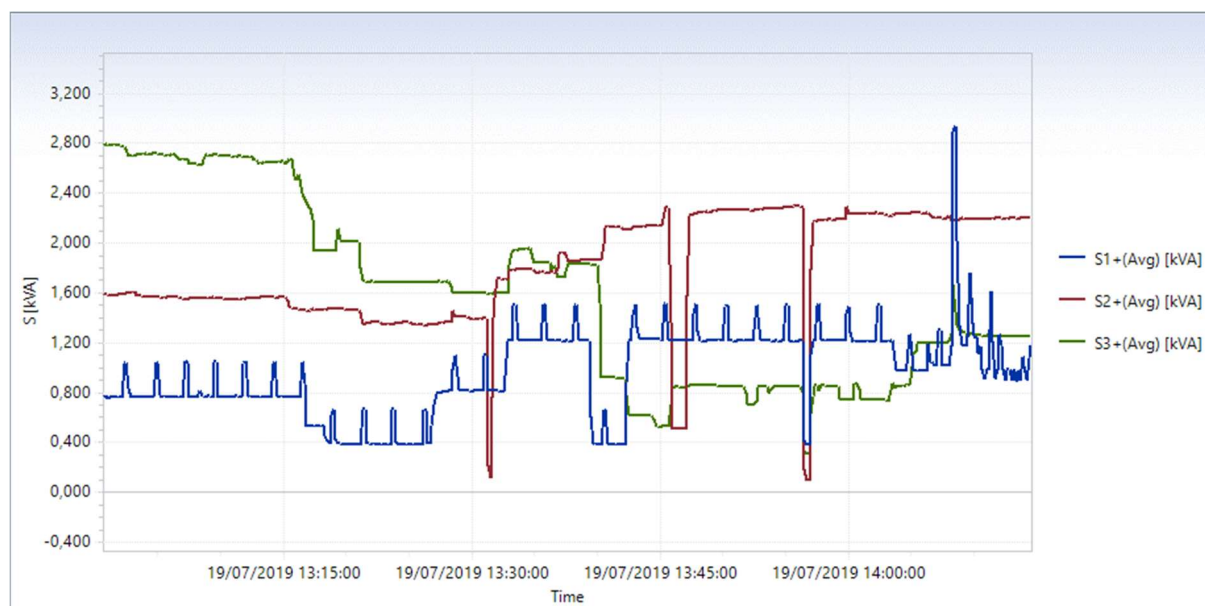


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## 10.6 Total Apparent Power (KVA)



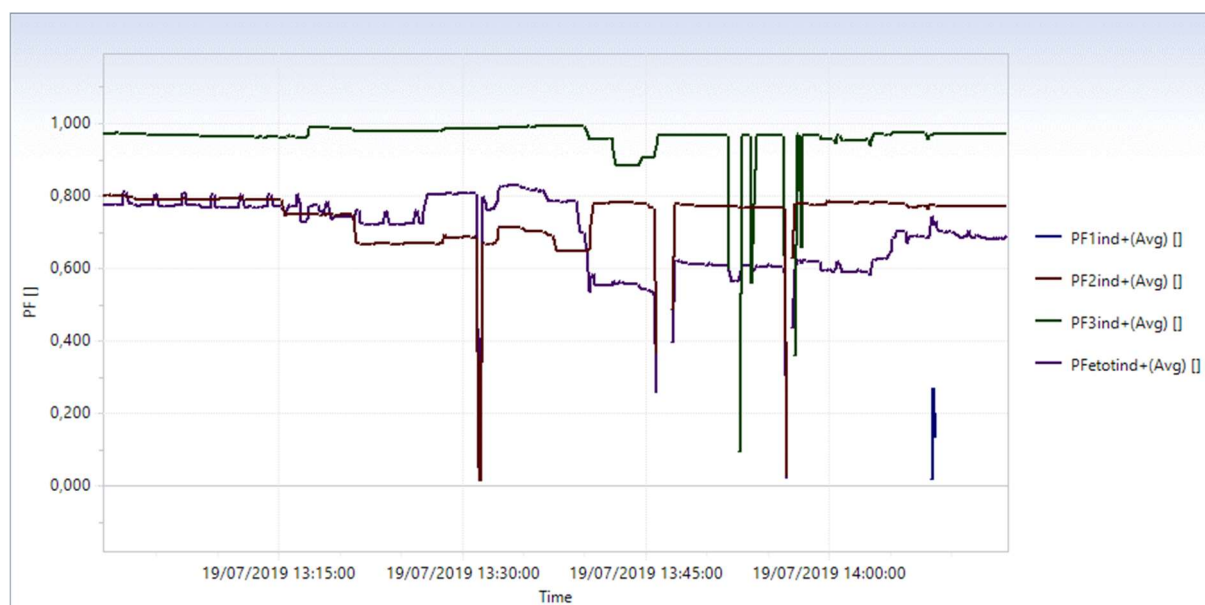
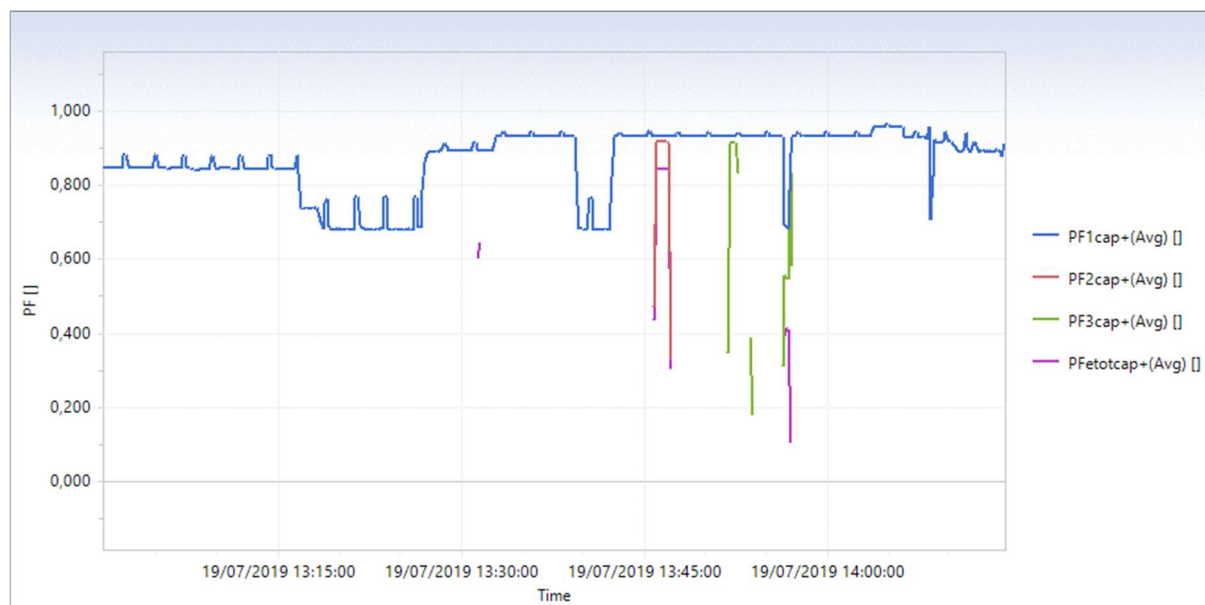
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 E.: geral@atmtotal.com



## 10.7 Total Power Factor - PF

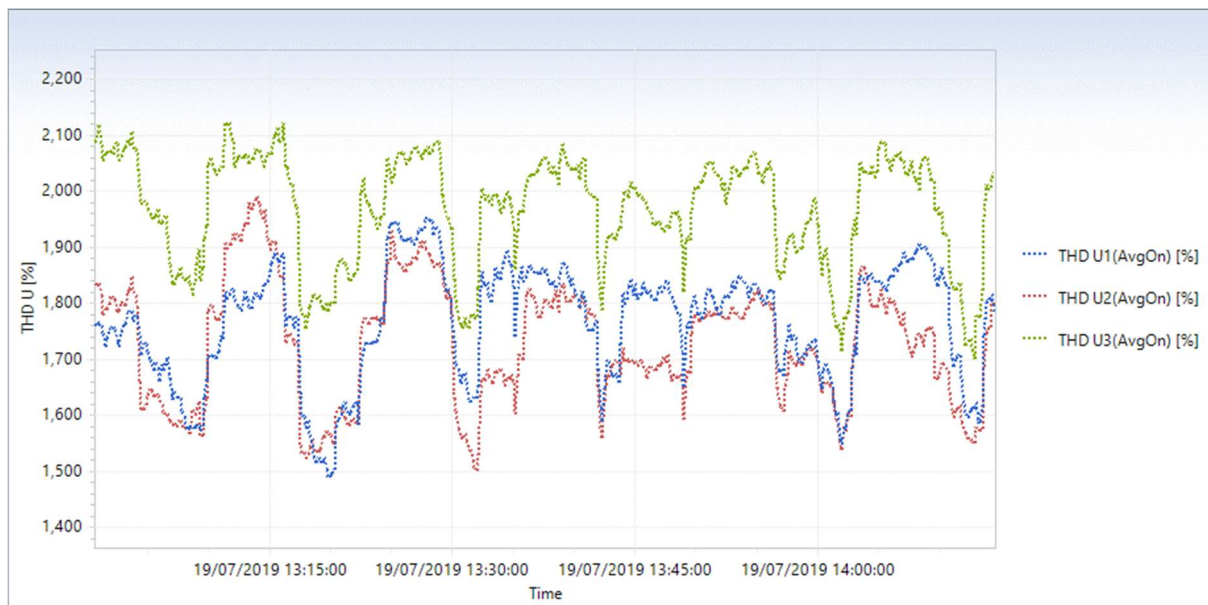


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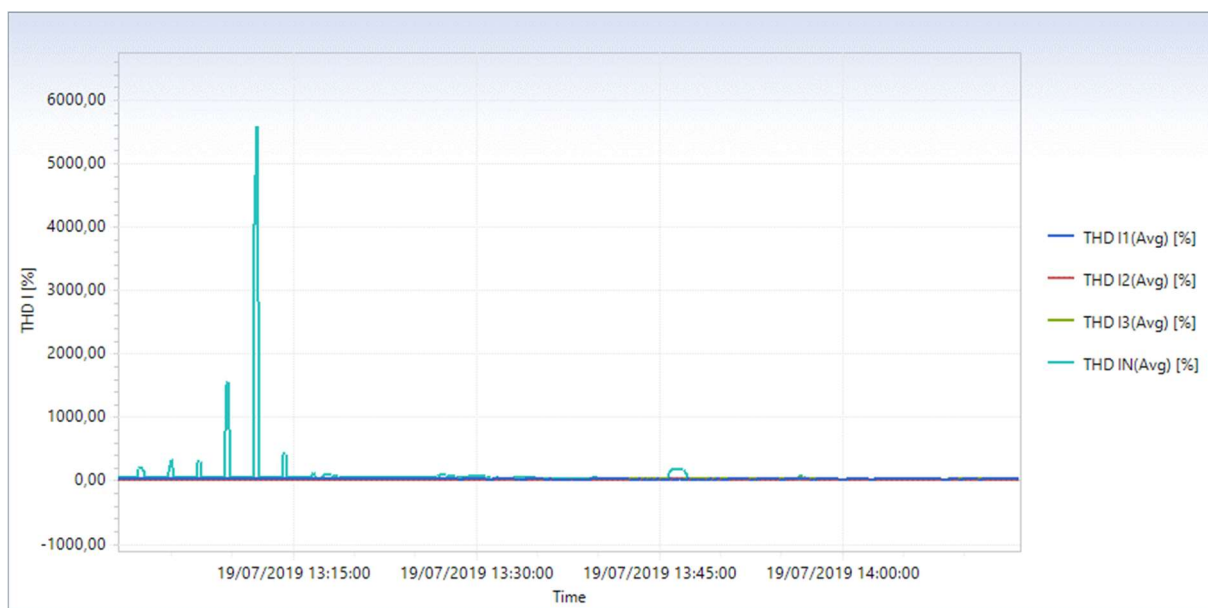
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## 10.8 THD U% - Total Distortion Harmonic - Voltage



## 10.9 THD I% - Total Distortion Harmonic - Current



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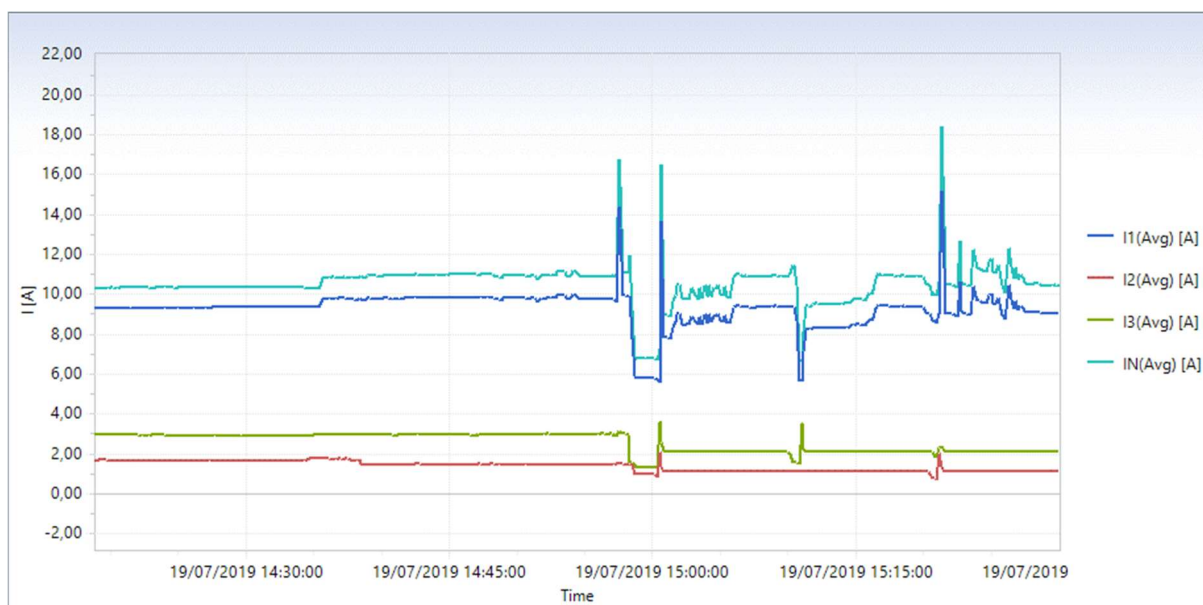
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 E.: geral@atmtotal.com

## 11 DATA – QE 12

### 11.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 11.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)

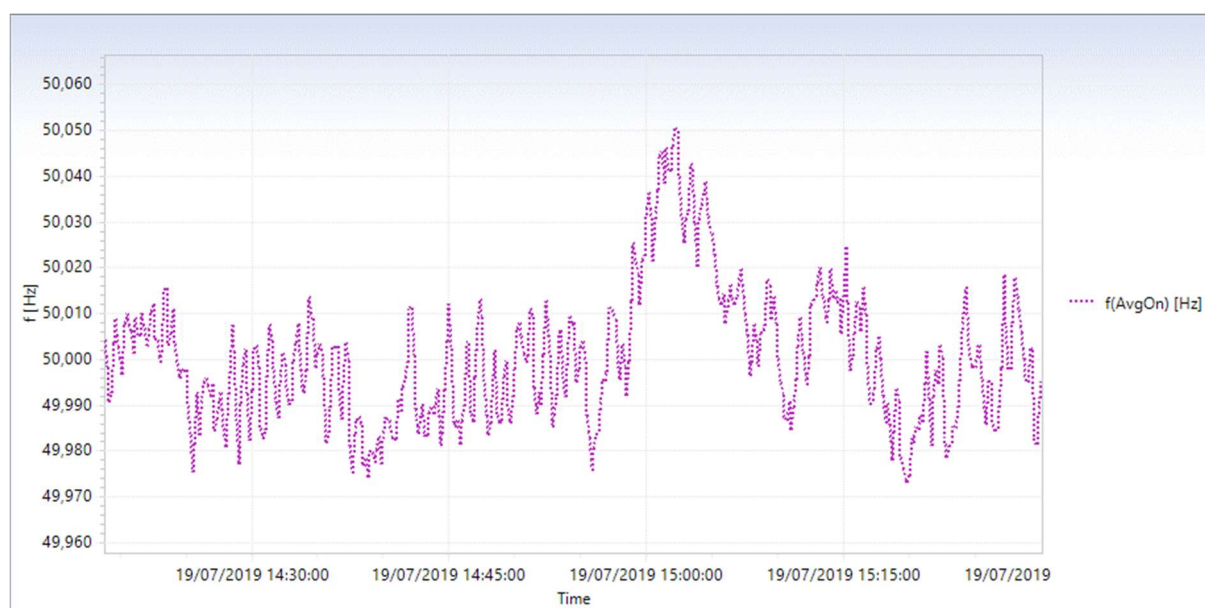


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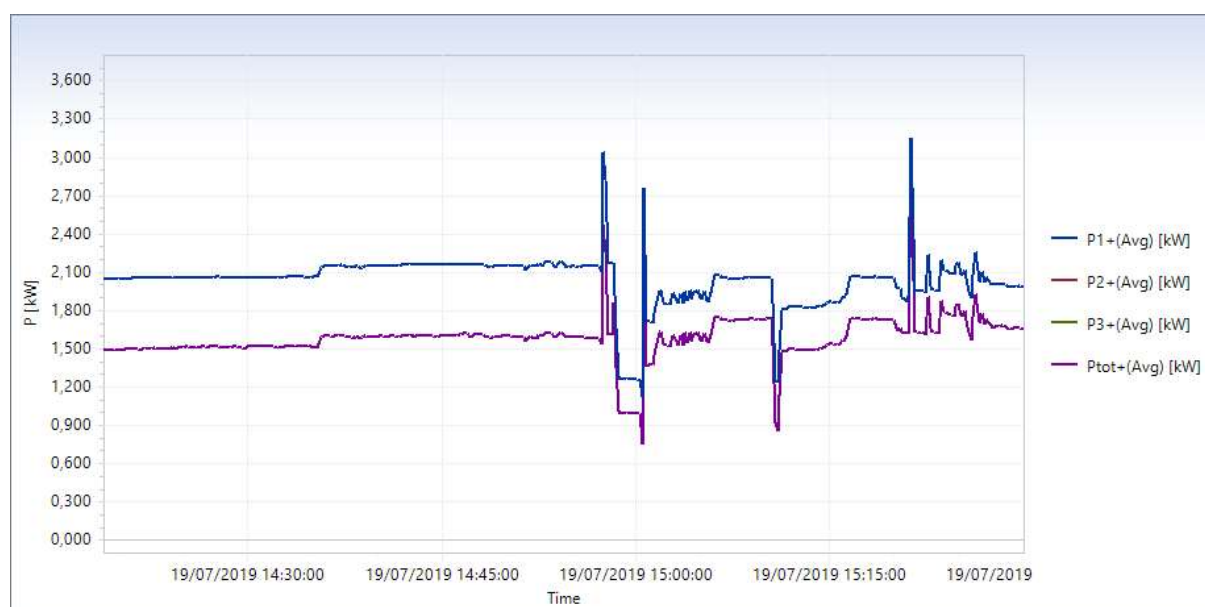
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 F.: (+351) 210 334 501  
 E.: geral@atmtotal.com

## 11.3 Frequency (Hz)



## 11.4 Total Active Power (KW)

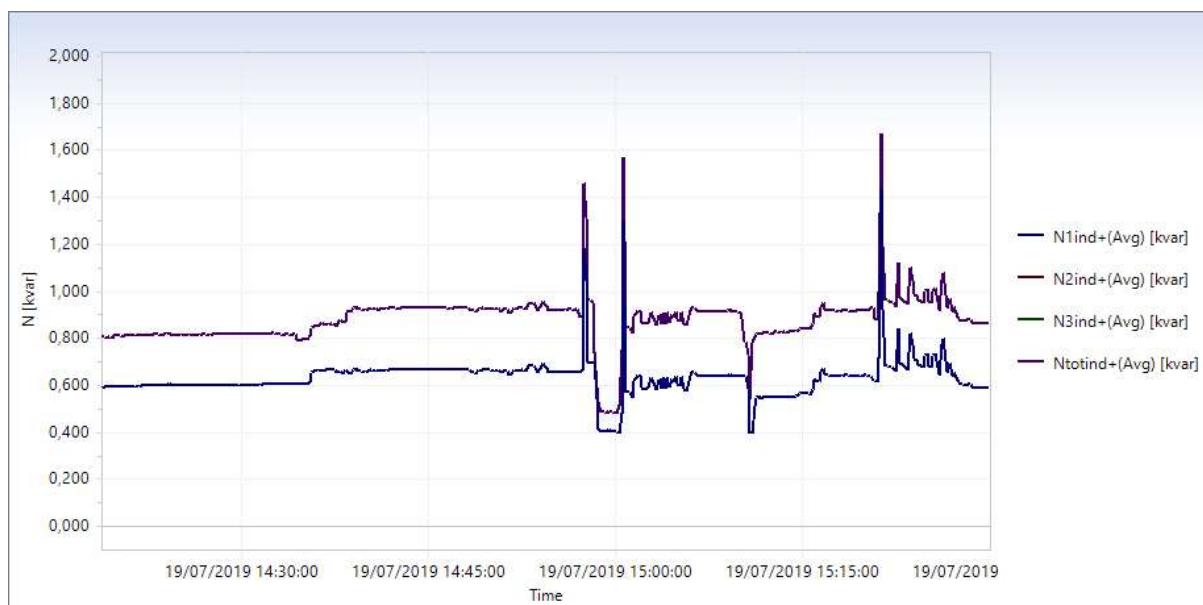


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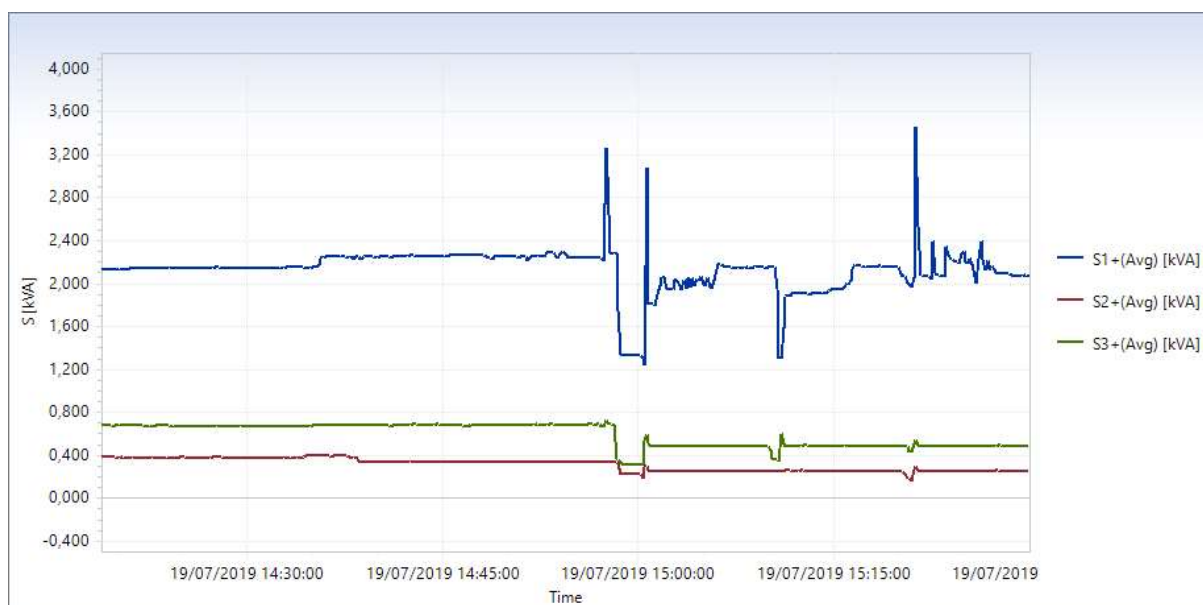
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 F.: (+351) 210 334 501  
 E.: geral@atmtotal.com

## 11.5 Total ReActive Power (KVar)



## 11.6 Total Apparent Power (KVA)

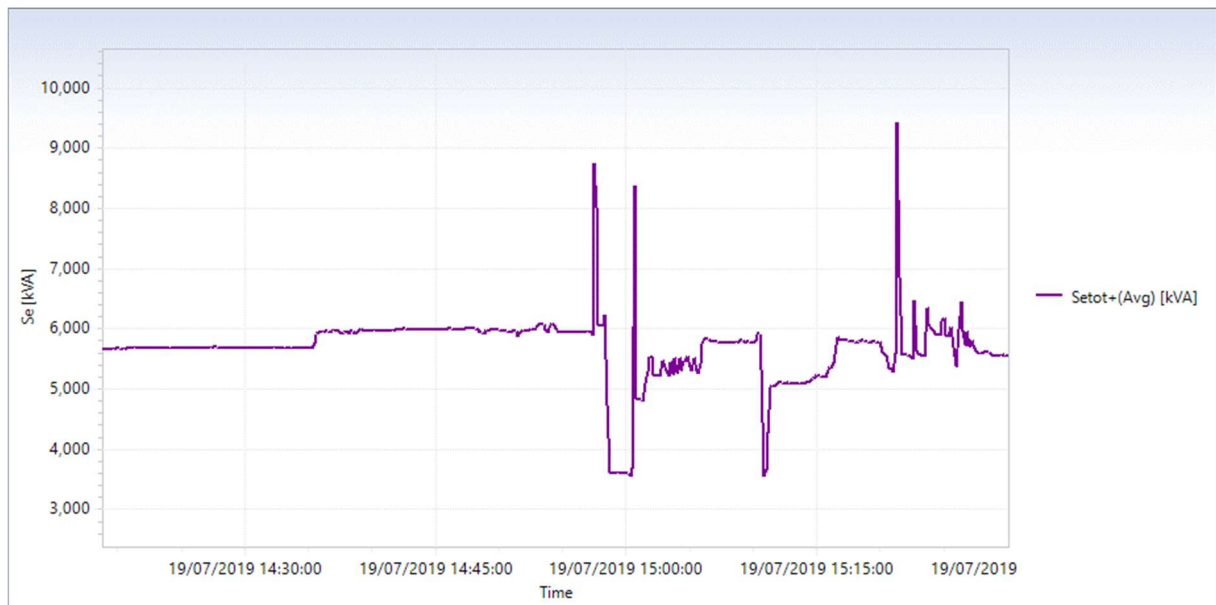


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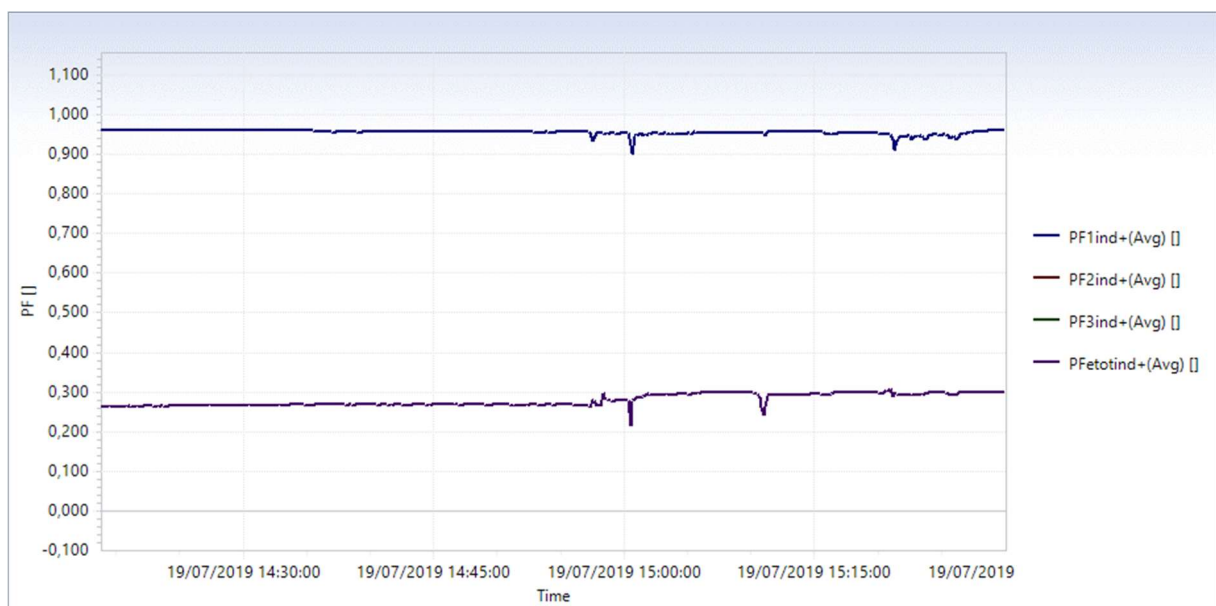
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## 11.7 Total Power Factor - PF

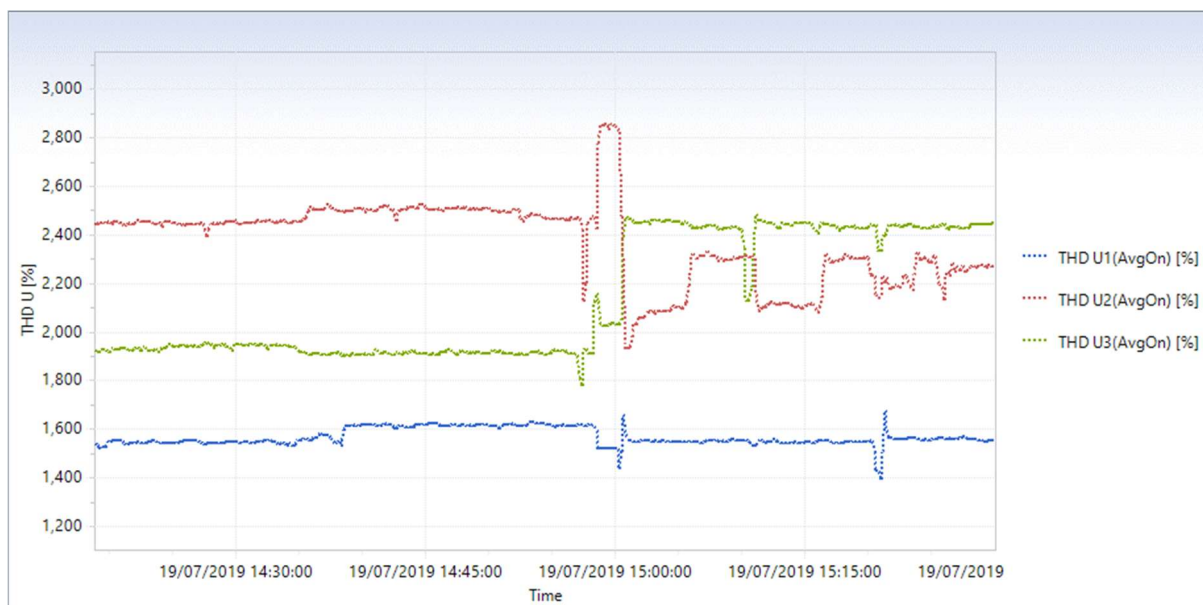


atmtotal.com

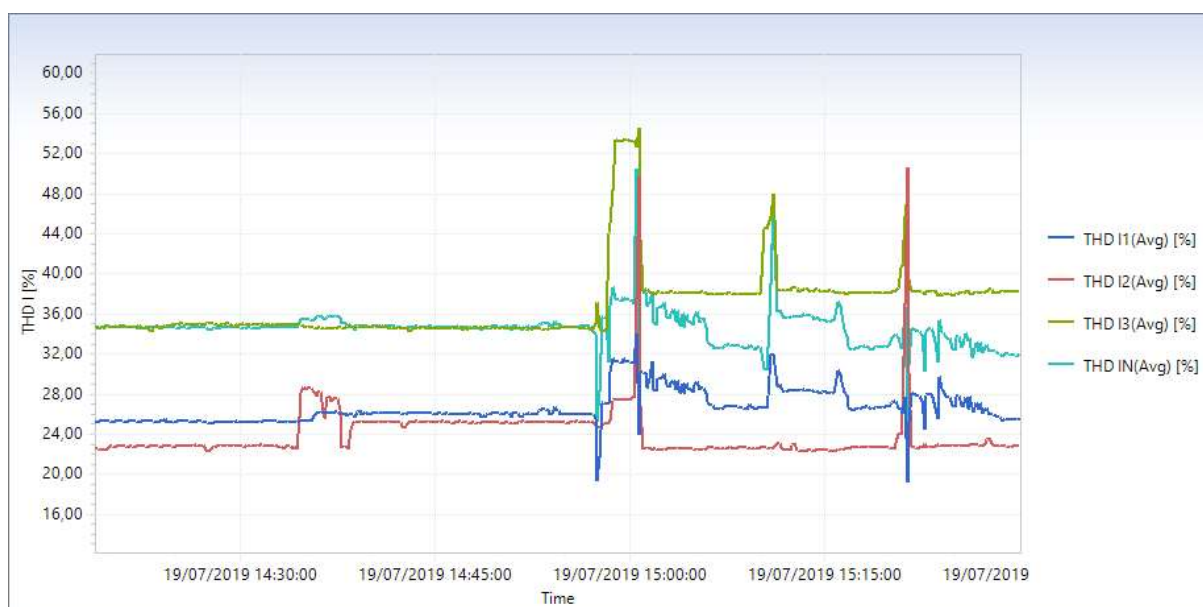
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 E.: geral@atmtotal.com

## 11.8 THD U% - Total Distortion Harmonic - Voltage



## 11.9 THD I% - Total Distortion Harmonic - Current



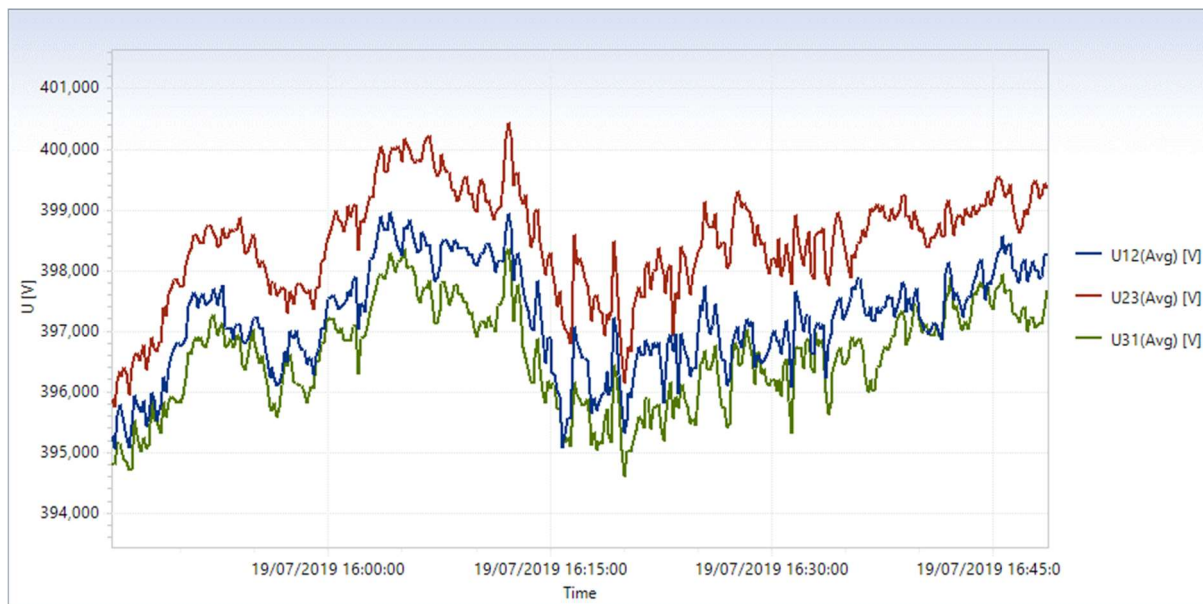
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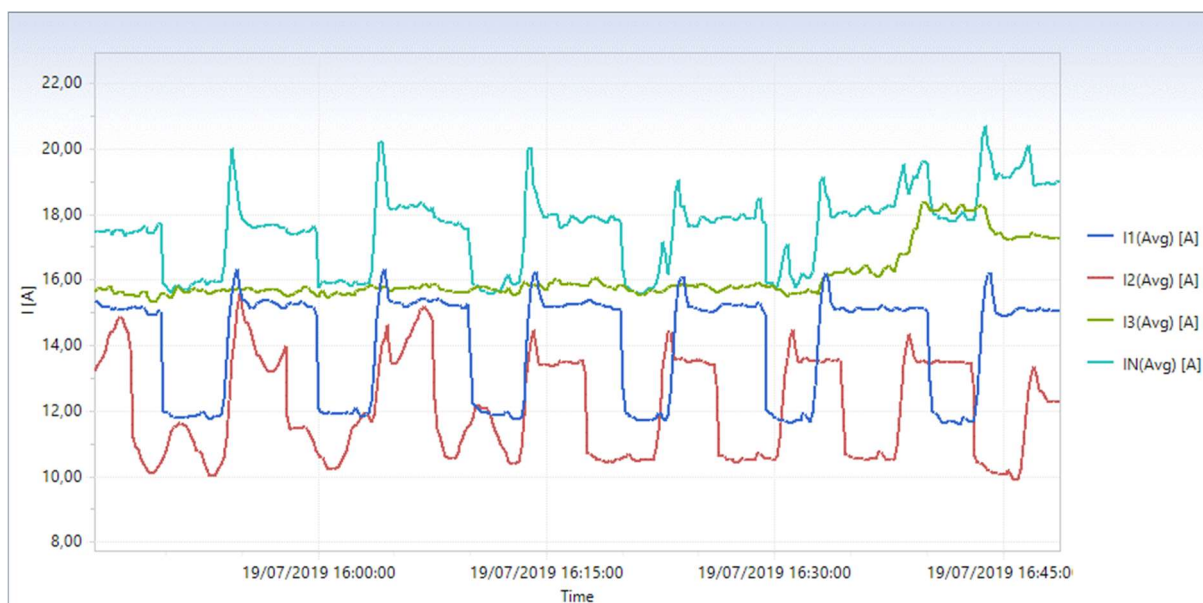
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 F.: (+351) 210 334 501  
 E.: geral@atmtotal.com

## 12DATA – QN 3\_ESQ

### 12.1 Voltage $U_{12}$ ; $U_{23}$ ; $U_{31}$ (V)



### 12.2 Current $I_1$ ; $I_2$ ; $I_3$ (A)



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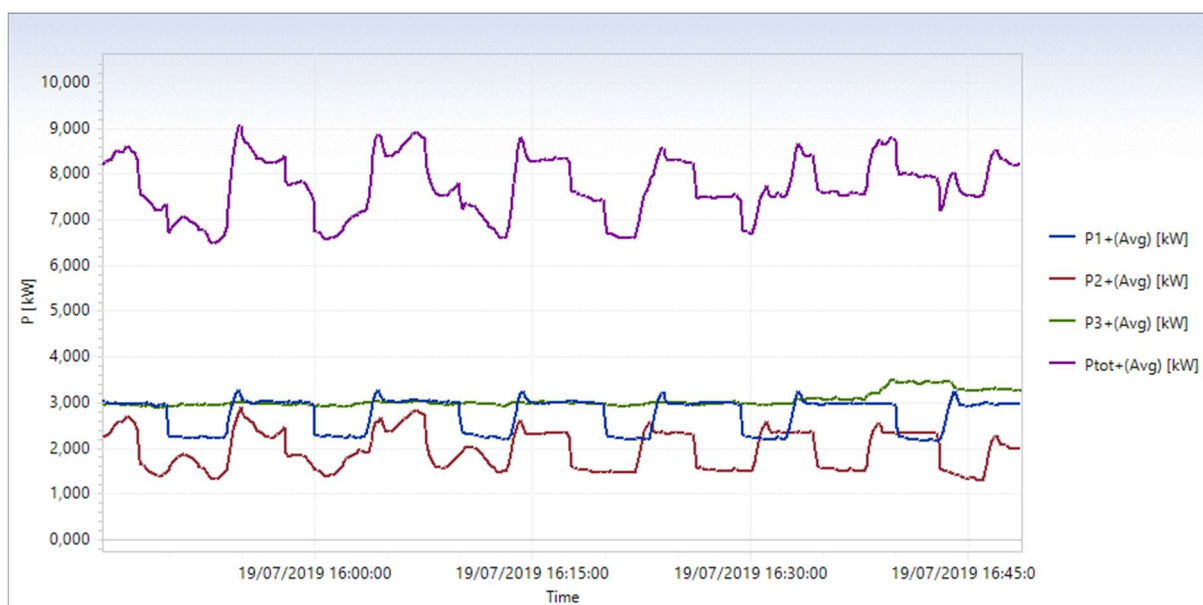
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 F.: (+351) 210 334 501  
 E.: geral@atmtotal.com



## 12.3 Frequency (Hz)



## 12.4 Total Active Power (KW)



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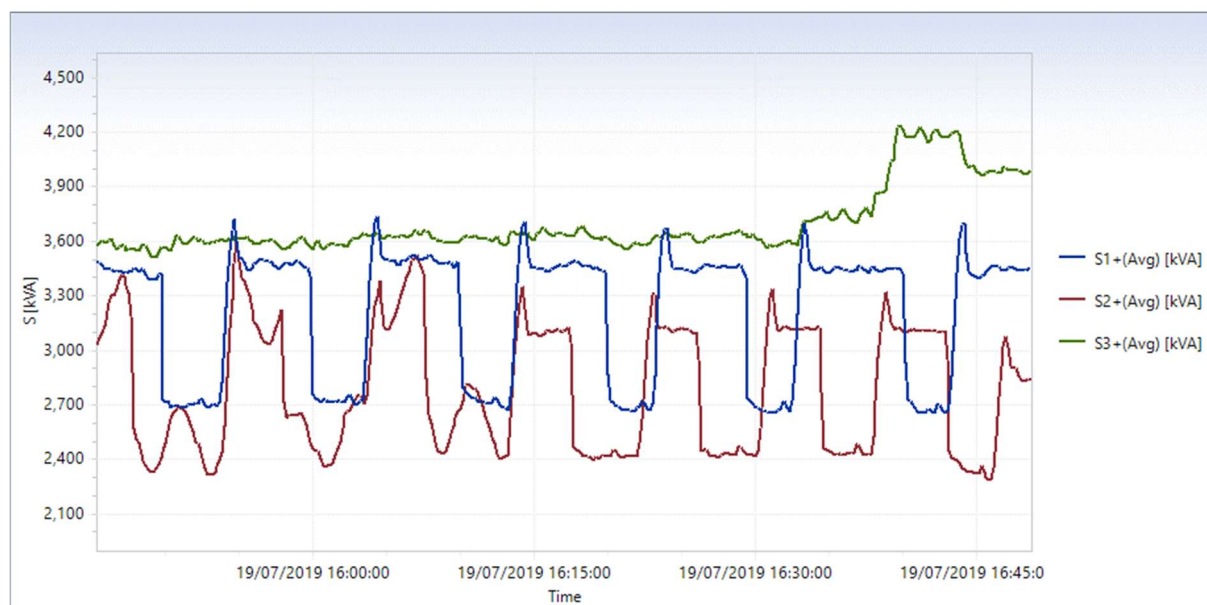
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 F.: (+351) 210 334 501  
 E.: geral@atmtotal.com

## 12.5 Total ReActive Power (KVar)



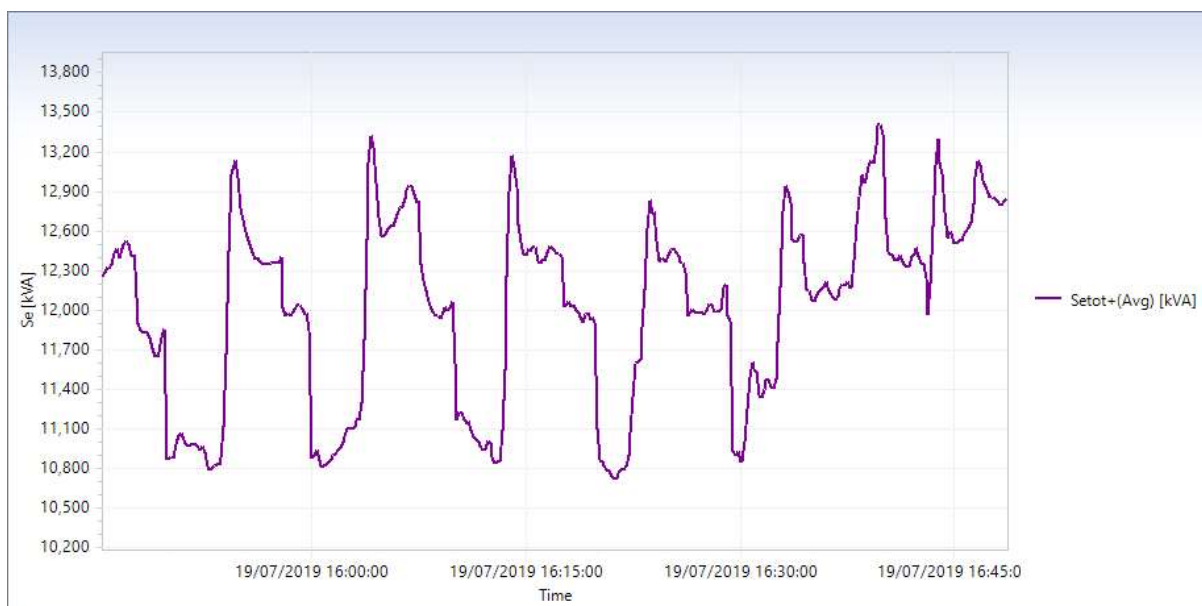
## 12.6 Total Apparent Power (KVA)



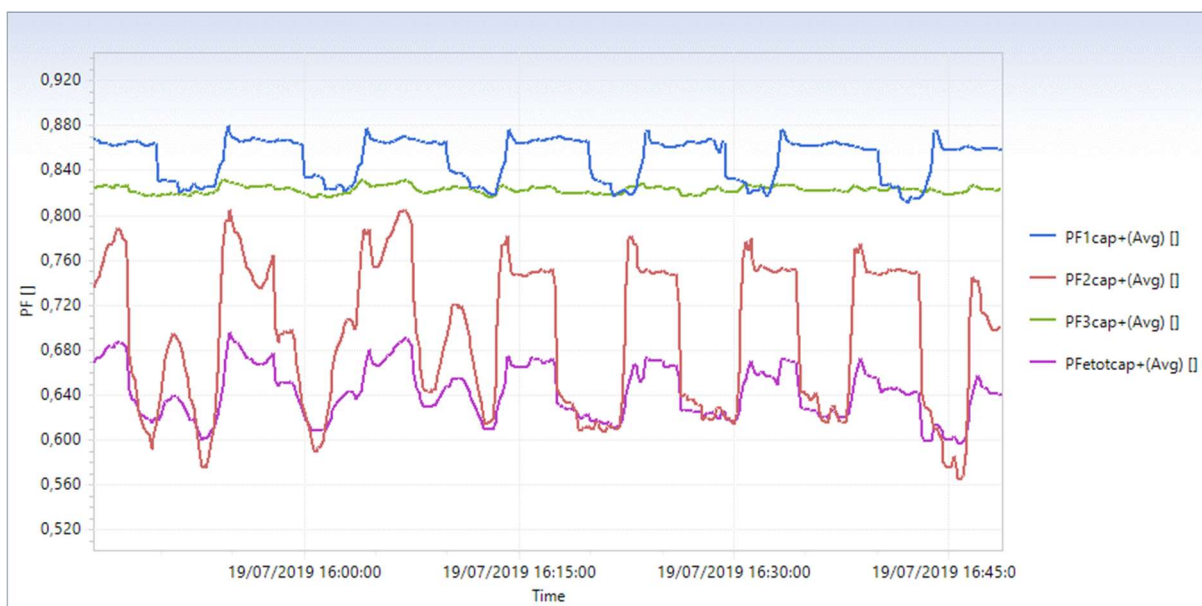
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## 12.7 Total Power Factor - PF



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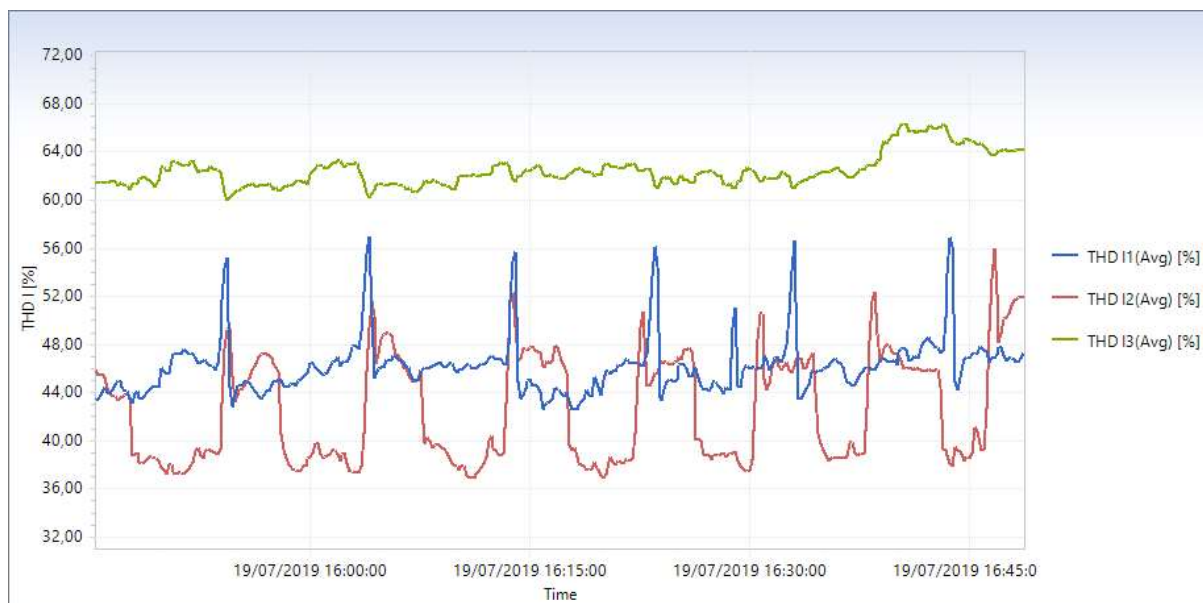
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## 12.8 THD U% - Total Distortion Harmonic - Voltage



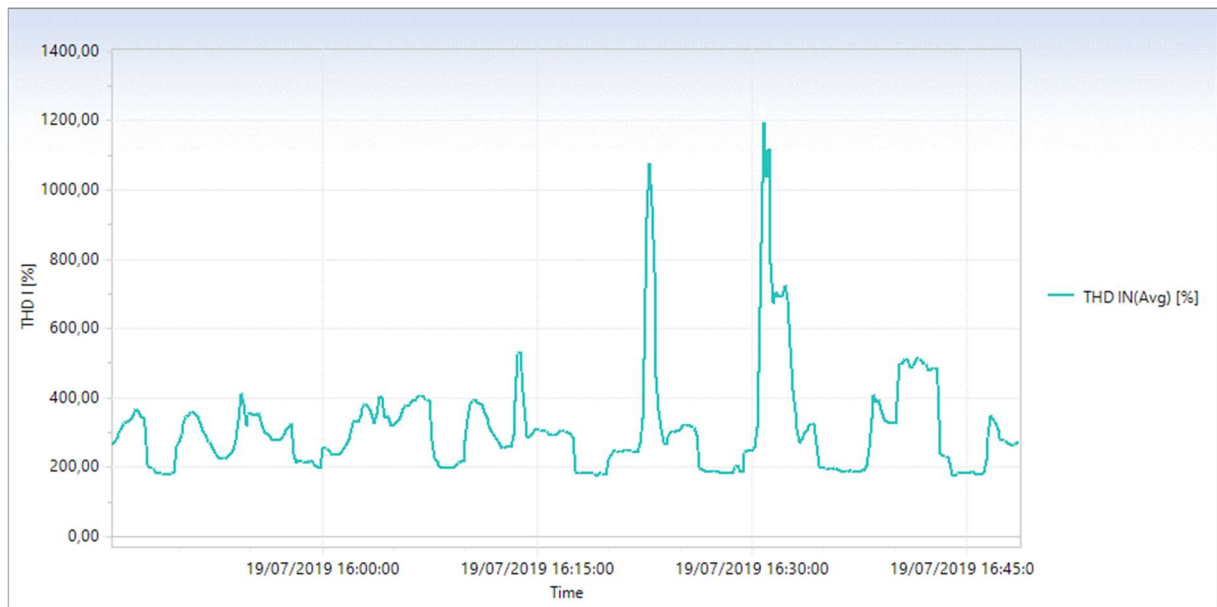
## 12.9 THD I% - Total Distortion Harmonic - Current



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 E.: geral@atmtotal.com



## 13 BIBLIOGRAPHY

- Power Master MI 2892 Instruction Manual
- Norma NP EN 50160
- Regras Técnicas do RTIEBT
- Standard IEEE 1459-2010
- IEC 61557-12
- IEC 61000-4-30

**HQ SACT General Terms and conditions**

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- 39. Entire Agreement**

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

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

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

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

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

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

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

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

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

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

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

## **4. Acceptance**

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

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



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requirements have been met:

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

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

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

### **6. Preferred Customer**

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

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

### **7. Notice of Shipment**

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

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

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(1) Contract Number

(2) Shipping address

From: (Name and complete address of consignor)

To: (Name and complete address of consignee)

(3) Listing of supplies by Contract Items(s)

(4) Number of and marking on packages(s)

(5) Weight and dimensions of packages(s)

(6) Name and address of Carrier, mode and date of shipment with waybill number,

(7) Customs documents required by Contractor (if applicable).

## **8. Security**

a. The Contractor shall comply with all security requirements prescribed by HQ SACT and the National Security Authority or designated security agency of each NATO country in which the contract is performed.

b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.

c. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.

d. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information. The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract

## **9. Inspection**

a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.

b. All supplies (which terms throughout this clause includes without limitation raw

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materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ SACT, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, HQ SACT shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.

d. If any inspection or test is made by HQ SACT on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to inspectors in the performance of their duties. If HQ SACT inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of HQ SACT except as otherwise provided in this contract. In case of rejection HQ SACT shall not be liable for any reduction in value of samples used in connection with such inspection or test. HQ SACT reserves the right to charge to the Contractor any additional cost of HQ SACT inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when reinspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on HQ SACT therefore.

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

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

### **11. Supply Warranty**

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

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

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

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

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

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

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

d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.

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

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

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

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

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

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

## 12. Invoices

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

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

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

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

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

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

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

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

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

**19.Termination for Default**

a. HQ SACT may, subject to the provisions or paragraph c. below, by written notice

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of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

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

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

c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

- (1) Any completed supplies and
- (2) Such partially completed supplies and materials, parts, tools, die, jigs, Fixtures, plans, floor plan, 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



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this contract entitled "Dispute". HQ SACT may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect HQ SACT against loss because of outstanding liens or claims of former lien holders.

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

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

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

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

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

**23. Authorization to Perform.** The Contractor warrants that he and his sub-contractors have been duly authorized to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary

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licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labor standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon HQ SACT.

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

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

Once contractor travel has been established under a contract and a contractor is tasked to travel, the HQ SACT Contractor Travel Request form must be filled out and approved prior to any travel being conducted. This form may be found at: <http://www.act.nato.int/forms-contractor-travel>. The in-house Travel Agency will set the Transport Ceiling Cost and at that time the contractor may elect to book their transportation with the in-house travel agency. (Please refer to Clause Number 7 above).

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

Per Diem is based on the NATO Group One subsistence allowance, which covers meals, lodging, incidental expenses and any applicable overhead and/or fees. Per Diem Reimbursement will only be made at these rate amounts. NATO Group III daily subsistence allowances are posted on HQ SACT website at <http://www.act.nato.int/forms-contractor-travel>.

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

**27.Partial awards** will be allowed when determined in the best interests of NATO. The Contracting Awards Board and the Contracting Officer, when deemed prudent and necessary

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have the authority to make this determination. Partial bidding shall be consistent with released solicitation.

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

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

**30. Notice and Assistance regarding Patent and Copyright Infringement**

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

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

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

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

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

a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;

b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or

c. A claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

### **33. Rights in Technical Data and Computer Software**

a. HQ SACT shall have unlimited rights in:

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

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

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

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

**37. Enforcement.** Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or

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unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects if such invalid or unenforceable provisions were omitted

**38. Order of Precedence.** Any inconsistencies in the solicitation or contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other HQ SACT documents, exhibits and attachments; (6) addenda to this solicitation or contract, including any license agreements for computer software, or other Contract agreements.

**39. Entire Agreement.** This contract sets for the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. HQ SACT shall not be

bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this contract that is submitted by Contractor in any correspondence or any document unless HQ SACT specifically agrees to such provision in a written instrument signed by an authorized representative of HQ SACT.