

Subject:

**RFP-ACT-SACT-25-50 SINBAD**

Reference:

**Q&A # 1**  
**Amendment 1**

Date of Issue:

**23 May 2025**

The following questions were raised with respect to subject **RFP-ACT-SACT-25-50 SINBAD** Responses are to provide clarification.

Questions	Responses
<p>Please see RFP-ACT-SACT-25-50 <b>Amendment 2</b> (to include Annex A and Annex B) as published which reflects changes in red.</p>	
<p>1. Reference b. Electro-optical company-owned constellation of 150 satellites or more. Have a daily revisit rate of more than 100 million sqkm that entirely includes the designated area of interest (AOI). The scoring criteria states "The bidder shall demonstrate access to a company-owned Electro-optical constellation." Is it correct to assume we would be compliant if we partnered with an existing EO company that meets requirements b. and c.?</p>	<p>1. Please reference Annex A paragraph 6b and Annex B Ser: 1 in Amendment 1 of the RFP.</p> <p>The bidder shall demonstrate access to a constellation to cover a daily revisit of the entire NATO AOR/I.</p>
<p>2. We work on highly proprietary algorithms that are catered to a wide customer base of government, military, and commercial customers. This work is already in existence and operational. How would the ownership of the IP be facilitated if we were awarded?</p>	<p>2. Under <i>HQ SACT General Terms &amp; Conditions</i> clause 32 a., NATO retains intellectual property rights in work product to include patent, data, and copy when it pays for work product, including unique compilations, selections, and arrangements of data in reports, databases, repositories, and the like. Consistent with <i>HQ SACT's General Terms &amp; Conditions</i>, which provide an opportunity for negotiation of minor deviations, bidders should include IP protection language in the proposal, indicating whether the proposal is contingent upon HQ SACT's acceptance of the proposed term(s) or if the bidder is open to negotiation.</p>

<p>3. Electro-optical company owned constellation of 150 satellites or more” and scoring criteria 1 where the bidder shall demonstrate ownership of an electro-optical constellation of at least 50 satellites to bid. Our understanding is that there is only one commercial Electro-Optical operator based in NATO countries, which complies with this requirement. Why is a minimum number of satellites a requirement considering that for other providers a smaller constellation may provide higher imagery collection capacity?</p>	<p>3. See Question and Answer #1.</p>
<p>4. Given the weather and lighting conditions around Europe in Spring, Autumn, and Winter, in order to achieve mission success, is NATO considering including SAR in addition to EO in the requirements?</p>	<p>4. Either Synthetic Aperture Radar (SAR) or electro-optical (EO) images may be used.  Please refer to Annex B SER-1 in Amendment 1 of the RFP</p>
<p>5. Has NATO considered incorporating SAR tipping into maritime monitoring to tip-off EO sensors for more efficient use of resources?</p>	<p>5. Yes, see Question and Answer #4.</p>
<p>6. Can NATO provide approximate size of the smallest objects they are expecting to distinguish at the discrete sites and defined airfields?</p>	<p>6. No, NATO is only looking for initial indication and warnings and change detection.</p>
<p>7. Have a daily revisit rate of more than 100 million sqkm that entirely includes the designated area of interest (AOI).” NATO’s AOI is approximately 1.1 million sqkm. If the AOI revisit requirements are met, what is NATO trying to accomplish by imposing additional constraints on the contractor?</p>	<p>7. NATO reserves the right to request possible AOIs within AOR.</p>
<p>8. Is there a number of compliant bids necessary for this procurement to proceed? Will procurement be valid if only one compliant bid is received?</p>	<p>8. No, there is not a minimum number of compliant bids required for this procurement. HQ SACT intends to award a firm fixed price deliverables contract to the Offeror whose proposal represents the Best Value offer to NATO.</p>

<p>9. Is the requirement "Deliver to NATO an early indicator and warning tool derived from a persistent electro-optical (EO) space-based surveillance constellation of areas of interest" a requirement that NATO is willing to reconsider based upon further information? There are considerations which make EO space based data not ideal for the requirements that have been listed in requirements below:</p> <p>h. Provide user defined near real time I&amp;W of activity on a minimum of 70 discrete sites within the defined AOIs</p> <p>i. Provide near real time aircraft activity I&amp;W at a minimum of 100 user defined airfields within the defined AOIs</p> <p>j. Provide Broad Area change detection I&amp;W as often as necessary and at least weekly over the totality of the AOI</p> <p>k. Provide daily Maritime Domain Awareness detections for dark shipping and illegal transshipments within the totality of the defined AOIs and deliver alert within 15 hours of image capture</p>	<p>9. See Question and Answer #4.</p>
<p>10. The SOW (Section 6b) specifies a “company-owned EO constellation of 150 satellites or more.” Would NATO accept equivalent daily revisit and coverage delivered through a combination of owned and commercially licensed satellites, or is 150 proprietary spacecraft an absolute requirement?</p>	<p>10. See Question and Answer #1.</p> <p>Please refer to Amendment 1 of RFP</p>
<p>11. The SOW (Section 6b) specifies a “company-owned EO constellation of 150 satellites or more.” What is the underlying need for so many satellites? Some large constellations have different generations of satellites and sensors, making them less ideal for change detection than fewer larger satellites with the same coverage and higher quality data.</p>	<p>11. See Question and Answer #1.</p> <p>Please refer to Amendment 1 of RFP</p>

<p>12. Annex B criterion 1 awards zero points for access to &lt; 50 satellites. Given that effective revisit can be achieved with fewer, larger satellites, would NATO consider a performance-based metric (km<sup>2</sup>/day) rather than satellite count? Larger satellites with larger swaths and more consistency would deliver better performance so quantifying coverage requirements may prove beneficial.</p>	<p>12. See Question and Answer #1  Please refer to Amendment 1 of RFP</p>
<p>13. Criteria 2-3 demand a 5-year daily EO archive. Can this archive be a fusion of public programs (e.g., Sentinel-2, Landsat) and commercial data, or must it originate solely from the bidder's constellation, even if the bidder's satellite constellation is compatible with these archives? Science missions with their large archive, high-quality and controlled orbits often make them ideal for change detection applications, if the resolution can be proven to be acceptable for the applications.</p>	<p>13. Yes, the archive may be a fusion of public programs and commercial data.  See Question and Answer #1  Please refer to Amendment 1 of RFP</p>
<p>14. Task 3 and Section 6n require full-service delivery by June 2025 along with follow-on phases. Will NATO entertain opportunities for new bidders to enter in subsequent phases in a follow-on RFP opportunity? There are new constellations being launched in 2025 and 2026 specifically designed for broad area change detection and they will deliver significantly more advanced change detection capabilities. Will there be an opportunity for these new bidders to bid the Option periods at a later date?</p>	<p>14. The solicitation is limited to a period of performance of: Base Period: Award date, estimated 10 Jun 2025 – 31 Dec 2025 with one Option Period: 01 Jan 2026 – 30 Jun 2026. Partial awards will not be considered.</p>
<p>15. Will NATO disclose the winner's Firm-Fixed-Price structure?</p>	<p>15. HQ SACT will only publish the name, address and total value (including options) of the awarded company.</p>
<p>16. Are there any performance requirements related to change detection, e.g., precision and recall?</p>	<p>16. No.</p>
<p>17. Would ACT consider extending the response due date to June 6 at 0900 hours to allow time for sufficient response to the Q&amp;A?</p>	<p>17. The solicitation due date shall remain as published. For any additional amendments, please continue to monitor the ACT Website at:  <a href="https://www.act.nato.int/opportunities/contracting/rfp-act-sact-25-50/">https://www.act.nato.int/opportunities/contracting/rfp-act-sact-25-50/</a></p>

<p>18. Section 6(b) and Annex B SER 1 both refer to the performance requirement of an electro-optical (EO) "company owned" constellation of 150 satellites or more. Would ACT confirm that the intent of this requirement is to ensure prime bidders have existing access and capabilities to task and orchestrate collection across a constellation of at least 150 EO satellites regardless of legal ownership?</p>	<p>18. See Question and Answer #1.</p>
<p>19. Across the global commercial remote sensing marketplace, data providers and analytic providers often collaborate to deliver holistic commercial solutions that include robust collection and advanced exploitation technologies and methods. Would ACT consider modifying the requirements under Section 6(b) and Annex SER 1, regarding ownership of EO satellites, to enable those collaborative industry relationships? For example, "The bidder shall demonstrate the capability to task, orchestrate, and access an electro-optical constellation of at least 150 satellites or more."</p>	<p>19. See Question and Answer #1.</p>
<p>20. Section 3 describes a "minimum" broad area change detection area of interest (AOI) of 100,000 sqkm and a "minimum" Maritime Domain Awareness (MDA) area of 1,000,000 sqkm with daily revisit requirements, but the Statement of Work does not clarify maximum coverage areas. To manage operational risk and develop a realistic basis of estimate for a Firm Fixed Price (FFP) proposal, bidders must understand the total/maximum AOI and MDA areas of coverage and/or the total number of individual "looks" required based on standardized AOI target sizes, such as 25 sqkm per target. Without maximum coverage areas provided in advance, bidders must make cost assumptions that cite the minimum AOI/MDA areas and burden ACT with engineering change proposals during contract execution to increase funding and coverage beyond the stated minimums. Would ACT consider adding AOI and MDA area maximums to enable more realistic FFP estimates?</p>	<p>20. No, the maximum areas of coverage are not stated since NATO may expand or contract coverage requirements as necessary to ensure flexibility.</p> <p>Of note, Annex B, Ser F, the evaluation is based on the minimum level of coverage as such the FFP estimates are recommended to be aligned.</p>
<p>21. Given the nature of our clients, we are often unable to provide contact information in references. Is it acceptable to provide references with contact information available on request?</p>	<p>21. Yes. References with contact information may be provided upon request.</p>

22. "Provide a daily revisit rate of the entire designated area of interest AOI." Does this require a complete capture of the entire AOI, or the ability to task new collections anywhere within it?	22. Yes. This requires a complete capture of the entire AOI.
23. "Electro-optical company owned constellation of 150 satellites or more." Does this constellation need to be directly owned and controlled by the prime bidding company?	23. See Question and Answer #1.
24. "Electro-optical company owned constellation of 150 satellites or more." And if not, can a consortium of companies that can provide the required coverage from a range of sensors also be considered? Why does the number of satellites in the company owned constellation matter if the required alerts and I&W are delivered?	24. See Question and Answer #1.  As complementary note, bidders are free to apply as single company or form a Consortium. In the case of Consortium, the draft consortium agreement, with joint and several liability among partners, should be submitted along with the proposal.
25. Can you please define what "near real time" means?	25. For this requirement "near real time" is considered to be as soon as possible and within the collection window.
26. Is the goal of this procurement to acquire complete EO coverages of the MDA AOI, or to use a multi-sensor solution to find the activities of interest and detect change as it happens?	26. See Question and Answer #1 and #4
27. "Provide user defined near real time I&W of activity on a minimum of 70 discrete sites within the defined AOIs" What is the estimated frequency of this requirement? Daily? Intra-daily? Weekly?	27. As soon as detected, intra-daily indications within 6 hours of image capture. Please reference Amendment 1 of the RFP.
28. "Provide near real time aircraft activity I&W at a minimum of 100 user defined airfields within the defined AOIs" What is the estimated frequency of this requirement? Daily? Intra-daily? Weekly?	28. As soon as detected, intra-daily indications within 6 hours of image capture. Please reference Amendment 1 of the RFP.
29. "Deliver sharable insights to decision-makers." What is the required format for these insights?	29. User defined (e.g. PDF, Word, Excel etc.)
30. Can you please confirm exactly what should be included in the Technical Proposal? Does it include a response to Annex A and Annex B, as well as the other forms (except the Price Proposal)?	30. Proposals should follow the instructions within the bidding instructions. Please reference the first paragraph of Annex B: Requirements Criteria Matrix. Your technical proposal shall demonstrate compliancy with the full RFP and the listed instructions.
31. In Annex A, Section 3. Taskings, the table is missing #9. Is this intentional or simply a typo?	31. This is intentional. Please see Amendment 1.

<p>32. Annex A (SOW), Section 3.  A) Can you please specify the Countries or Regions that you expect the Airfields, Sites and Broad Area Change Detection monitoring to be selected at contract Award?  B) If this is not possible, can you please state the total area that the sites will be selected from?  C) Can you please also confirm whether the Bidder should be able to demonstrate the ability to meet Serials 2, 3, 4, 6 and 7 (Annex B Requirements Criteria Matrix) against any AOI within this area (and therefore should be able to meet these requirements against the total area that the sites will be selected from)?</p>	<p>32.  A) To allow for maximum operational flexibility, the Countries or Regions will only be specified at contract award to the awarded supplier.  B) Please see answer above.  C) Yes, please reference the first paragraph of Annex B: Requirements Criteria Matrix.</p>
<p>33. Can you confirm that super resolution is out of scope because it is not suitable for analytics as it creates false pixels, which can lead to false identification.</p>	<p>33. Super resolution is not required for this requirement.</p>
<p>34. Is there any material difference between baseline, Option 1 and 2 (RFP-SACT-2025-50, point 5, page 5)? If not, the Bidder should price for Baseline 1 on the assumption that anything added for the options is re-bid but include options for expansion of area and service for NATO's interest, correct?</p>	<p>34. No, there is no difference between the base period and the option period.   Of note, as published in Amendment 1 of RFP, option 2 is no longer in the scope of this requirement.   Any adjustment to the established scope of work will be addressed if the need arises. At this time, there is no anticipated changes to scope for either periods of performance (base or option 1).</p>
<p>35. What is the difference between 'Company Owned' satellite (6. Contractor Performance Requirements, b, p22) and 'Access to ...' in serial 1 Requirements matrix. Is this bid for companies that only own satellites or have access to? Can you please also clarify that the Bidder must use these satellites as the basis of their response?</p>	<p>35. See Question and Answer #1.</p>
<p>36. Annex A (SoW), Section 6, para B. Can you please clarify what you mean by "company owned". Do you mean satellites that are owned and operated by the Bidder? Also, can you please clarify that this question only relates to Electro-Optical satellites?</p>	<p>36. See Question and Answer #1.</p>

<p>37. Annex B (Requirements criteria matrix), Serial 1. Can you please clarify what you mean by "the bidder shall demonstrate access..."? Do you require the bidder to own and operate the Electro-optical satellites. How will you require the bidder to demonstrate "access"?</p>	<p>37. See Question and Answer #1.</p>
<p>38. Annex B (Requirements criteria matrix), Serials A-H. Are we correct in assuming that the requirements articulated in Serials A - H describe the mandatory criteria referred to in Section 15, Para C, sub-para 2?</p>	<p>38. Yes, this is correct.</p>
<p>39. There is a discrepancy on the number of sites mentioned in the document. The description in Annex B states 50 sites whilst in annex A it states 70 sites. Can you confirm which is correct? Location of description below:</p> <ul style="list-style-type: none"> <li>○ Provide user defined near real time I&amp;W of activity on a minimum of <b>70</b> discrete sites within the defined AOIs - <b>Annex A, para 3, line 11, page 15</b></li> <li>○ Provide user defined near real time I&amp;W of activity on a minimum of <b>70</b> discrete sites within the defined AOIs - <b>Annex A, para 6, line h, page 19</b></li> <li>○ Provide user defined near real time Indications and Warning (I&amp;W) of activity on a minimum of <b>50</b> sites within the defined AOIs - <b>Annex B, serial 7, Page 22</b></li> </ul>	<p>39. The correct number of sites is 70 sites.</p> <p>Please reference Annex B of Amendment 1 of the RFP.</p>
<p>40. What does acceptance testing, mentioned in Article 4 of HQ SACT General Terms and conditions consist of? Acceptance should only be declined in case of material non-compliance with the agreed specifications. The imagery and services to be provided are a standard product and the parameters of the product are mainly defined by the hardware we use for our satellites. Other criteria (e.g. suitability for use for a specific purpose by specific customer) shall therefore not be relevant. Can we request a confirmation that, for the purposes of acceptance testing, the deliverables shall be deemed accepted upon demonstration of material compliance with the agreed technical specifications?</p>	<p>40. "Acceptance testing" is applicable for supply contracts, and is not applicable for this firm-fixed price deliverables-based contract.</p> <p>Please refer to section 10 of SOW (Annex A) for the acceptance criteria.</p>

<p>41. Can you confirm that Article 5 of HQ SACT General Terms and conditions is not applicable for the provision of services under RFP-ACT-SACT-25-50 if the contractor does not deliver any supplies (but only provides services)?</p>	<p>41. Correct, Clause 5 is not applicable to this Contract.</p>
<p>42. Can you confirm that Article 7 of HQ SACT General Terms and conditions is not applicable for the provision of services under RFP-ACT-SACT-25-50 if the contractor does not deliver any supplies (but only provides services)?</p>	<p>42. Correct, Clause 7 is not applicable to this Contract.</p>
<p>43. Could you please specify the applicable security requirements prescribed by HQ SACT and the relevant National Security Authorities that the contractor will be required to comply with under this contract, as per Article 8 HQ SACT General Terms and conditions?</p>	<p>43. <del>As mentioned in section 2 of SOW (Annex A) there is no specific applicable security requirements for this contract.</del>  <b>This contract is unclassified, without access to any classified information. As such clause 8 d) does not apply.</b>  <b>However please note updated RFP Amendment 1., Annex A (SOW) section 8 “Security consideration for the deliverables”</b></p>
<p>44. If the Contractor has an established, commercial supply chain for the provisions of its services, will HQ SACT waive Article 8.d) of the HQ SACT General Terms and conditions?</p>	<p>44. Article 8d. addresses the access to classified information by subcontractors. HQ SACT does not plan to share any classified information in this Contract. Bidders are invited to declare their subcontractors that could work on this contract (in the technical offer), indicating country of origin and scope of work subcontracted).</p>
<p>45. Is article 9 “Inspection” of the HQ SACT General Terms and conditions applicable in case the contractor only delivers services (and not supplies)? Acceptance should only be declined in case of material non-compliance with the agreed specifications.</p>	<p>45. Correct, Clause 9 is not applicable to this Contract</p>
<p>46. We kindly request clarification as to whether any inspection or testing of the deliverables is foreseen under RFP-ACT-SACT-25-50 (as per Article 9 of the HQ SACT General Terms and conditions). In the event such inspection or testing is conducted, we further seek confirmation that any refusal to accept the deliverables shall be limited solely to instances of material non-compliance with the agreed specifications.</p>	<p>46. See Question and Answer #45</p>

<p>47. The contractor has a one-to-many business model, therefore we can only offer non-exclusive licenses to our customers. The details of the licenses shall be as agreed in the RFQ and Contractor's response, as the Contractor has to keep the intellectual property in the data, deliverables and services provided. Do we understand correctly that this is possible under Article 10 titled "Title", as there is a wording "Unless specified elsewhere in this contract", so there is a possibility for the Contractor to attach its license terms to the contract?</p>	<p>47.</p> <p>A) HQ SACT General Terms &amp; Conditions clause 10 applies to supplies.</p> <p>B) Please see Question and Answer #2 about Intellectual Property.</p> <p>HQ SACT's General Terms &amp; Conditions provide an opportunity for negotiation of minor deviations, indicating whether the proposal is contingent upon HQ SACT's acceptance of the proposed term(s) or if the bidder is open to negotiation. Reference Enclosure 2: Compliance Statement.</p> <p>C) Yes, at the time of award, the bidder's offer will form part of the contract and will be referenced in the PO (Purchase Order)</p>
<p>48. As this contract is only for the provision of data and associated services, if the Contractor offers its standard warranty in its End User License Agreement, Article 11 should be deemed non applicable? If applicable, may the term 'defects' be understood to refer exclusively to instances of material non-compliance with the agreed technical specifications?</p>	<p>48. Clause 11 is not applicable to the Contract</p>
<p>49. Due to the nature of required services, the contractor can not accept remedies like "transfers of title", as mentioned in Article 18. d) of the HQ SACT General Terms and conditions, as it only operates based on non-exclusive licenses to its customers. Do we understand correctly that we can ask for deviation in Enclosure 2: Compliance Statement? Or is this already non applicable?</p>	<p>49. Article 18.d is not applicable to the contract</p> <p>For clarity, any report or deliverables paid under this contract will be the property of NATO HQ SACT. Any background IP (i.e. IP owned by the bidder before signature of the contract) remains IP of the bidder.</p>
<p>50. As the Contractor provides its service as a "service", warranty on software should not be relevant. Could we then assume that Article 32 and 33 of the HQ SACT General Terms and conditions are not applicable? Or do we need to ask for a deviation in Enclosure 2: Compliance Statement?</p>	<p>50. HQ SACT General Terms &amp; Conditions Clause 32 paragraph b) and Clause 33 <b>do not apply</b>. Please note Clause 32 paragraph a) <b>does apply</b>.</p> <p><i>HQ SACT's General Terms &amp; Conditions</i> provide an opportunity for negotiation of minor deviations, indicating whether the proposal is contingent upon HQ SACT's acceptance of the proposed term(s) or if the bidder is open to negotiation. Reference Enclosure 2: Compliance Statement.</p>

<p>51. In Requirements Criteria points 4,5,6 in the Criteria Matrix on Page 22, does this directly correspond with the total area in 6. Contractor Performance Requirements (page 19) point c which specifies the total AOI of 100 million sqkm? I.e are you expecting analytics over the entire area of 100 million sqkm on a daily revisit cadence at 15 hours analytic latency after collection?</p>	<p>51. Yes, NATO is expecting daily revisits over the entire NATO AOR but analytics on 100,000 Sqkm within this area.</p>
<p>52. We would like to include supplemental agreements, such as the Contractor’s Technical Specifications, licensing terms and Terms of Service, as part of the final agreement. Could you please confirm whether, according to Article 37 of the HQ SACT General Terms and conditions, these documents will be considered an integral part of the contract? Additionally, we respectfully request a revision to the Order of Precedence. Specifically, we propose that any addenda to this solicitation or contract—including license agreements for computer software and other contractual agreements—take precedence over other HQ SACT documents, exhibits, attachments, or references</p>	<p>52. At the time of award, the bidder’s offer will form part of the contract and will be referenced in the PO (Purchase Order).</p> <p><i>HQ SACT’s General Terms &amp; Conditions</i> provide an opportunity for negotiation of minor deviations, indicating whether the proposal is contingent upon HQ SACT’s acceptance of the proposed term(s) or if the bidder is open to negotiation. Reference Enclosure 2: Compliance Statement.</p>