
IFIB-ACT-SACT-18-38



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

ROUTINE AND EMERGENT GROUND MAINTENANCE

IFIB-ACT-SACT-18-38

Part 1 Bidding Instructions

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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- 2. Exemption of Taxes**
- 3. Amendment or Cancellations**
- 4. Bidder Clarifications**
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- 2. Address Label**
- 3. Compliance Statement**
- 4. Past Performance**
- 5. Mandatory Price Proposal format**
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Annex A – Compliance Matrix

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.

PART 1 BIDDING INSTRUCTIONS

1. General

This is a Firm Fixed Price Deliverables, lowest priced technically compliant offer contract in accordance the General and Special Terms and Conditions; **Contract Award is contingent upon funding availability; Partial bidding is not allowed.**

2. Classification

This IFIB is a NATO UNCLASSIFIED document.

3. Definitions

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

4. Eligibility

This IFIB is open to companies:

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

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- (c) Has performed the desired past performance including size, cost and scope, as described in this IFIB.

5. Duration of Contract

- (a) The contract awarded shall be effective upon date of award.
- (b) Period of Performance: Base Period is 1 January 2019 – 31 December 2019 with four possible 12 month option periods; 1 January – 31 December 2020, 1 January – 31 December 2021, 1 January – 31 December 2022, and 1 January – 31 December 2023.

6. Exemption of Taxes

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

7. Amendment or Cancellation

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

8. Bidder Clarifications

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

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(b) In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than 28 September 2018.

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

9. Site Survey

Two site survey periods will be held on 28 August 2018 beginning at 0930 and 5 September 2018 beginning at 0930 to allow for examination of the work sites. The site survey periods will take place at HQ SACT, 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490. **PROSPECTIVE BIDDERS MUST ATTEND ONE OF THE TWO AVAILABLE SITE SURVEYS. ATTENDANCE IS REQUIRED FOR A COST PROPOSAL TO BE CONSIDERED TECHNICALLY COMPLIANT.** Please pre-register by completing enclosure 6 and submit electronically to the two points of contacts listed in paragraph 20 below no later than 7 days prior to the desired site visit date. No submissions will be accepted outside of the 7 working days.

10. Bid closing date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than 5 October 2018, **1500 hours, Eastern Standard Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date.

11. Bid Validity

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

12. Content of Proposal

The proposal shall consist of 5 copies of all documents **(Clipped - no binding or 3 prong folders please):** Additionally electronic copies **(e-mailed single PDF version)** of the **technical documents** are required no later than **5 October 2018, 1500 hours, Eastern Standard Time, Norfolk, Virginia, USA**.

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

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

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

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14. Late Proposals

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

15. Bid Withdrawal

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

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. 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 and awarded based on **the lowest price, technically compliant** offer. The following factors are considerations;
- **Successful administrative submission of bid packages as requested in paragraph 11, as listed in this IFIB.**
 - **Successful determination of Technical compliance. (Compliant/Non-compliant).**
 - **Successful cost price criteria (Lowest Price Technical Compliant Offer).**
 - **Acceptance of HQ SACT Special Terms and General Terms and Conditions.**

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17. Proposal Clarifications

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

18. Award

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

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

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

19. Communications

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

20. Point of Contacts are:

Charmaine Yap, ACT Contracting Officer, 757-747-4240,
charmaine.yap@act.nato.int

or

Michael Diprospero, ACT Contracting Officer, 757-747-3612,
michael.diprospero@act.nato.int

All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH
Purchasing & Contracting,
Contracting Officer
IFIB-ACT-SACT-18-38
ATTN: **LCDR Charmaine Yap**
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

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Enclosure 1

PROPOSAL CONTENT / CHECKLIST

Table of Contents

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

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Enclosure 2

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

**SEALED BID TO IFIB-ACT-SACT-18-38
(To be opened by Contract Awards Committee (CAC Only))**

Sender: _____

**HQ SACT
IFIB-ACT-SACT-18-38
Attn: LCDR Charmaine Yap
7857 Blandy Road, Suite 100,
Norfolk, VA 23551-2490
U.S.A**

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Enclosure 3

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-18-38

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-18-38. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-18-38 and the intended contract with the following exception(s); such exemptions are considered non substantial to the HQ SACT solicitation provisions issued.

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

Company: _____ Signature: _____
Name & Title: _____ Date: _____
Company Bid Reference: _____

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

Enclosure 4

PAST PERFORMANCE INFORMATION FORM

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

Name/Signature of Authorized Company Official

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Enclosure 5

IFIB-ACT-SACT-18-38 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 Charmaine Yap**
7857 Blandy Road, Suite 100
Norfolk, VA 23551

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

Authorizing Company Official:

Printed _____ Name: _____
Position: _____
Title: _____

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

Company name Witness Official:

Printed _____ Name: _____
Position: _____
Title: _____

Witness Signature: _____, Date _____

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Proposed rates must be fully “loaded.” Travel (and related expenses) will not be covered under this contract.

SUBJECT: IFIB-ACT-SACT-18-38 Sealed Bid Price Proposal

Please find on behalf of **Insert: Company Name** to provide HQ SACT with services (collectively referred as “ITEMS”), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-18-38 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Base Period 01 Jan 2019 – 31 Dec 2019	Option Period 1 01 Jan 2020 – 31 Dec 2020	Option Period 2 01 Jan 2021 – 31 Dec 2021	Option Period 3 01 Jan 2022 – 31 Dec 2022
\$	\$	\$	\$

Option Period 4 01 Jan 2023 – 31 Dec 2023
\$

Total Contract Value (Base + Option Periods) \$ _____

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

Authorizing Company Official:

Printed _____ Name: _____

Position: _____

Title: _____

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

Company name Witness Official:

Printed _____ Name: _____

Position: _____

Title: _____

Witness Signature: _____, Date _____

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Enclosure 6



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



Instructions:

1) HQ SACT Staff: complete blocks 1, 2, 3, 4, and 5 by typing appropriate information. Handwritten information will not be accepted to prevent misspelling of names that will appear on a base access list. 2) Please see 2nd page for detailed instructions for completing blocks 1-5.

3) If the **SEVEN** work day minimum requirement is not met, the sponsor must make additional escort arrangements to facilitate base access.

1. Military Installation to be Visited:	a. Military Installation(s) to be visited: NSA Hampton Roads X JEB Little Creek NAVSTA Norfolk b. Facility Name (If other than HQ SACT): c. Facility Address (if other than HQ SACT): d. Facility POC: f. Facility POC Email: h. Facility POC Phone:
2. Purpose of Visit:	Site Visit for Solicitation IFIB-ACT-SACT-18-38; Renovation of Bldg. NH-31 2nd & 3rd floors.
3. Date(s) of Visit:	
4. HQ SACT Visitor Information:	a. Name (Last, First Middle): b. Company/organization: d. Rank (Military Grade/ Civilian Grade): e. Position: f. Date of Birth: g. Place of Birth (City/State/Country): h. Nationality: i. U.S. Citizen SSN: j. Passport Number:
5. Sponsor Information:	a. Name (Last, First Middle): b. Rank: BU1 Robert Bergeron c. Phone: 757-747-3362 d. Email: robert.bergeron@act.nato.int
6. SACT Security Personnel	Date received at quarterdeck: Received by: Date Processed:

April 2016

Enclosure (6)

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Important Information & Instructions

Block 1: Check the military installation(s) that is to be visited.

If visiting a facility on board JEB Little Creek or NAVSTA Norfolk in addition to HQ SACT do not provide HQ SACT's facility information only provide the facility name, address, and POC information for facility on JEB Little Creek or NAVSTA Norfolk. If visiting more than two facilities provide a second base access request form.

Block 2: Provide a brief description of the purpose of the visit request.

Block 3: Provide the date(s) of the visit.

Block 4: Fill in the visitor's information as listed. U.S. Citizens must provide SSN. No exceptions!

Block 5: Sponsor information is the HQ SACT Staff member delivering the base request to the HQ SACT Security Quarterdeck personnel.

Block 6: Leave this section blank it will be completed by HQ SACT Security personnel.

Contractor Access will only be granted via a Rapid Gate NCACs card or temporary, one (1) day pass issued from the NAVSTA Norfolk Pass & ID office on Hampton Blvd.

Sponsors: Please complete a separate form for each visitor. If there are multiple visitors (i.e., 10 or more) who will be attending on the same date(s), you may complete one form and attach a list that includes visitor information, the date(s) of visit, installation(s) requiring access, and the sponsor information on the Base Access Request Form.

Sponsors: You may email this form to your guests and have them complete the sections and return it to you.

Note(s): 1. Headquarters Supreme Allied Commander Transformation is located on Naval Support Activity Hampton Roads. 2. If the Base Request Form is not completed and turned into HQ SACT Security at a minimum at least 5

Full Business Days prior to the date requiring access, visitors must be escorted by a US Government/Military CAC Card Holder in accordance with Commander Navy Region Mid-Atlantic and NSA Hampton Roads Policy. 3. Foreign Visitors are processed through the Foreign Visit Request (FVR) Process. Upon approval notifications will be sent to installations for Base Access. Foreign Visitors vetted in this manner are not required to go to the Pass and ID to pick up a pass.

4. US personnel/visitors without CAC cards are required to pick up their Base Access Passes from Pass & ID Office located off of Hampton Blvd across from Naval Station Norfolk, Gate 5.

Enclosure (6)

**STATEMENT OF WORK FOR ROUTINE
AND EMERGENT GROUND MAINTENANCE
PURCHASING AND CONTRACTS BRANCH
HEADQUARTERS SUPREME ALLIED COMMANDER TRANSFORMATION**

1.0 Introduction

1.1 General. NATO established Headquarters Supreme Allied Command Transformation (HQ SACT) in Norfolk, VA in 2003 with a mission to lead the continuous improvement of Alliance capabilities and to uphold NATO's global security interests now and in the future. Since its inception, HQ SACT has addressed this mission through: concepts, doctrine and policy; requirements and capabilities; capabilities research and technology; joint experimentation, exercises and assessments; joint education and training. Part of ACT's vision is to train and educate individuals to NATO common standards and to provide the Alliance with leaders and staff members capable of operating effectively in a combined and joint environment.

2.0 Purpose and Scope

2.1 Purpose and Scope. HQ SACT Facilities Office is seeking Contractor Support for routine and emergent grounds maintenance requirements. HQ SACT is located on Naval Support Activity at 7857 Blandy Road, Suite 100, Norfolk, VA.

3.0 Period of Performance and Type of Contract.

3.1 Period of Performance. The base period of performance is 01 Jan 2019 - 31 Dec 2019 with four potential 12-month-option periods, 01 Jan 2020 – 31 Dec 2020, 01 Jan 2021 – 31 Dec 2021, 01 Jan 2022 – 31 Dec 2022, and 01 Jan 2023 – 31 Dec 2023. Option Periods will be exercised at the sole discretion of the Contracting Officer subject to continued requirement, funding availability and satisfactory contractor performance.

3.2 Type of Contract. This is a firm fixed price, lowest priced technically compliant offer contract. All employer responsibilities for the Contractor Personnel performing under this contract shall lie with the Contractor.

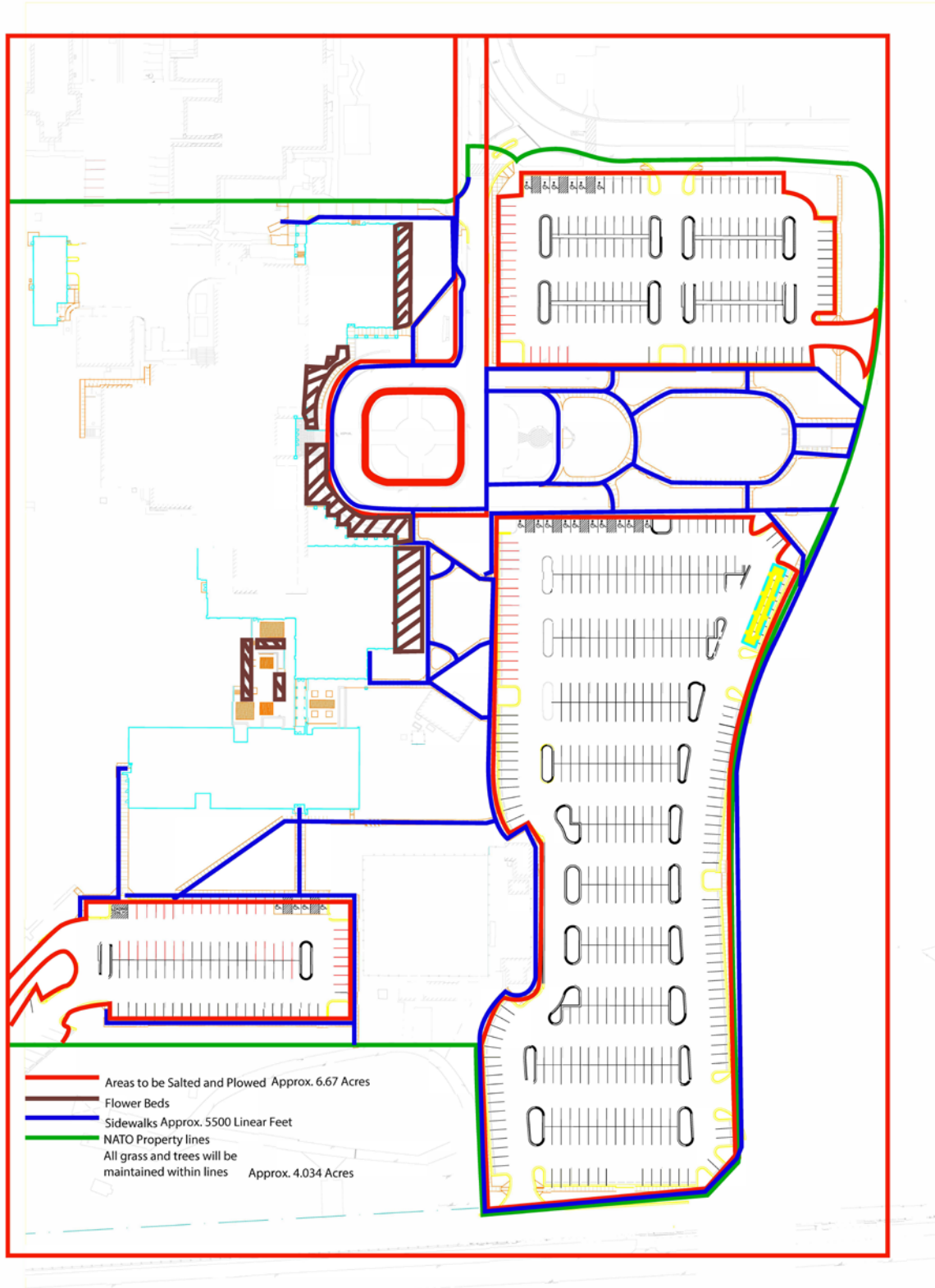
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4.0 Taskings and Deliverables

#	Deliverables Descriptions	Delivery Schedule
1	Weekly mowing and general grounds maintenance (Minimum of 33 cuts per year for 5.14 acres of grass) Additional cuts may be ordered as required and will be charged at the same rate as the weekly service.	TBD by Contracting Officer's Technical Representative (COTR) and Contractor
2	Aeration, Seeding, and Fertilization for 5.14 acres of grass.	TBD by COTR and Contractor
3	Leaf removal on entire grounds a minimum of two times per year as directed by the COTR. (Additional removal services may be ordered as required and will be charged at the same rate as the bi-annual service).	TBD by COTR and Contractor
4	Early spring organic fertilizer and pre-emergent crab grass preventer for 5.14 acres of grass.	TBD by COTR and Contractor
5	Spring annuals distribute 100 Spring annuals throughout flower beds annotated on map. Plants should consist of 25 of each of the following species: Spring Pansies, Purple thyme, Crocus and Eranthis hyemalis.	TBD by COTR and Contractor
6	Spring mulching shrub trimming around all trees and flower beds. Mulch should be brown hardwood mulch. Mulch does not need treatment.	TBD by COTR and Contractor
7	Summer organic fertilizer and weed control for 5.14 acres of grass.	TBD by COTR and Contractor
8	Fall weed control and fertilizer for 5.14 acres of grass	TBD by COTR and Contractor
9	Fall mulching/shrub trimming around all trees and flower beds on grounds. Mulch should be brown hardwood mulch. Mulch does not need to contain any sort of treatment.	TBD by COTR and Contractor
10	Fall annuals distribute 100 fall annuals throughout flower beds annotated on map. Plants should consist of 25 of each of the following species: Helenian's, Pansies, Stonecrop, and Russian sage	TBD by COTR and Contractor

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11	Trim and shape Crepe Myrtle's in front of building to below level of windows / haul away debris. This should be done once a year prior to the leaves falling off during the October/fall time frame.	TBD by COTR and Contractor
12	Snow removal by means of truck mounted plow total of 9.1 acres of parking lot and roads will need to be cleared (Estimated 3 events per year). See map on the next page. Additional snow removal may be ordered as required and will be charged at the same rate.	TBD by COTR and Contractor
13	Ground crew hand labor spotter, shoveling, snow throwers, and hand salting sidewalks. Snow must be removed on 5,326 sq ft of sidewalk corner to corner (Estimated 3 events per year). See map on the next page for sidewalk locations. Additional snow removal may be ordered as required and will be charged at the same rate.	TBD by COTR and Contractor
14	Truck mounted salting 9.1 acres must be truck mount salted (Estimated 3 events). Additional snow removal may be ordered as required and will be charged at the same rate.	TBD by COTR and Contractor



5.0 Personnel Qualifications

- **Experience.**
 - General Contractor with at least 4 years of experience in landscaping, lawn care, and gardening.

Special Requirements.

- On site supervisor must be present while any work is being executed.
- Contractor must prove each employee has Defense Biometric Identification Systems (DBIDS) access prior to start of contract. No escorts will be provided.
- Contractor must obtain proper credentials and meet all requirements to enter Naval Support Activity Hampton Roads and HQ SACT facility prior to start of contract. Extension of this deadline will be considered only if proper documentation demonstrating administrative delay due to no fault of the vendor can be provided.
- If the contractor cannot assign personnel to meet all requirements for entering Naval Support Activity or provide proof of administrative delay through no fault of the contractor prior to start of contract, contractor shall be liable for bid non-compliance or immediate contract termination.
- All contractors, vendors, and/or suppliers entering Naval Support Activity Hampton Roads and HQ SACT must have no prior or pending felony convictions and not listed under The Sex Offender Registry and Notification Act (SORNA).

Contractor Supervision. The COTR (or designated representative) shall provide direction, guidance, and support information, as needed, for all technical and content areas of the SOW, especially the tasking and deliverables. The Contracting Officer has the final authority to amend, extend, or cancel this SOW for evolving requirements, new tasking, and/or technical non- performance. The COTR shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- Review (and approve) all contractor tasking and deliverables for completeness and accuracy.

The COTR may have interaction with contractor personnel and can assess the quality, quantity, and timeliness of their work. The COTR's written approval of work reported and deliverables submitted is mandatory for contractor invoices to be successfully processed.

- **Contractor Reporting.** Contractor shall submit a monthly invoice to the COTR/Contracting Officer, detailing deliverables completed on the SOW requirements for the reporting period. The report shall include, but not be limited to, the following information:

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- Summary of work completed or deliverables met with dates of completion during reporting period.

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

6.0 Place of Performance

- 6.1 **On-site Work.** Contractor personnel are expected to perform the required work at HQ SACT in Norfolk, VA.

7.0 Proof of Past Performance

The Contractor Company is to provide a minimum of two past performance citations to show that it has successfully completed work that is similar to or directly traceable to the tasks and deliverables described in this SOW. The past performances cited should be within the past seven years. The citations shall include the following information at a minimum:

- Summary of work performed that directly relates to this SOW.
- Outcome of abovementioned work performed.
- Summary of staff used (by number and position).
- Name of client and contact information.
- Date of work performance.
- Written permission to contact client for reference.

8.0 Furnished Materials

- 8.1 Contractor shall furnish all tools and materials necessary to complete the deliverables outlined in the Statement of Work.

9.0 Security

- 9.1 **Security Conditions.** The contractor must adhere to current security conditions at HQ SACT and other work sites. Contractor personnel shall comply with all local host nation, NATO security provisions and other policies and procedures, as required.
- 9.2 **Building Installation Access.** All contractors, vendors, and/or suppliers must comply with NAVSTA Norfolk and Naval Support Activity Hampton Roads installation access policies and procedures. They must meet the requirements to obtain a DBIDS credential which includes a background check at no cost to HQ SACT. Contractors are fully responsible for ensuring that they

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have all needed vehicle passes and decals, and individual access badges, and documents for appropriate access to the NSA and HQ SACT facilities. The Contractor Company shall submit requests for site access to SACT HQ, Facilities shop. Contractor can receive access information by calling 757-747-4400.

- 9.3 **Electronic Devices.** All contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in the HQ SACT. The contractor shall be responsible for satisfying the necessary clearance from the HQ SACT Security Office before bringing any such device into the HQ SACT work environment.

HQ SACT General Contract Terms and Conditions

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1. Definitions

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

- a. "HQ SACT" means the Supreme Headquarters Allied Command Transformation, located at 7857, Blandy Road, Suite 100, Norfolk, Virginia, United States of America.
- b. Contracting Officer means the person executing and managing this contract on behalf of HQ SACT.
- c. Inspector means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
- d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".
- e. The term "days" shall be interpreted as meaning calendar days

2. Applicable law

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

3. Assignment.

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

- a. Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer
- b. Sub-contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
- c. The Contractor shall determine that any sub-contractor proposed by him or her 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.

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4. Acceptance

- a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which HQ SACT acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
 - Availability at final destination of all deliverables.
 - Successful completion of acceptance testing.
 - Verification of the inventory.
 - Satisfactory completion of all training or other services, if any, required by that date.
 - Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.
- c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

5. Service and Parts Availability

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

6. Preferred Customer

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

7. Notice of Shipment

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

8. Security

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

9. Inspection

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

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

10. Title

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

11. Supply Warranty

- a. Notwithstanding inspection and acceptance by HQ SACT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance:
 - (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and
 - (2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.

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

- c. Within a reasonable time after such notice, the Contracting Officer may either:
 - (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of Paragraph a. of this clause; or
 - (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.

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

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

- f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as

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supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.

- g. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
- h. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
- i. The word "supplies" as used herein includes related services.
- j. The rights and remedies of HQ SACT provided in this clause are in addition to and do not limit any rights afforded to HQ SACT by any other clause of the contract.

12. Invoices

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

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

- b. Electronic Fund Transfer is the prescribed method of payment for HQ SACT. Contractors are requested to submit copies of banking information. Such information shall be submitted to HQ SACT 14 days prior to any contract award.

13. Payment

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

14. Taxes

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

15. Excusable Delays

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

16. Indemnity

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

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

17. Disputes

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

18. Termination for Convenience

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

19. Termination for Default

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

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- (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event HQ SACT terminates this contract in whole or in part as provided in paragraph a. of this clause, HQ SACT may procure supplies or services similar to those so terminated and the Contractor shall be liable to HQ SACT for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub- contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If this contract is terminated as provided in paragraph a. of this clause, HQ SACT, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to HQ SACT in the manner and to the extent directed by the Contracting Officer:
- (1) Any completed supplies and
 - (2) Such partially completed supplies and materials, parts, tools, die, jigs, Fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which HQ SACT has an interest. Payment for completed supplies delivered to and accepted by HQ SACT shall be at the contract price. Payment for manufacturing materials delivered to and accepted by HQ SACT and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". HQ SACT may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect HQ

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

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

20. Limitation of Liability

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

21. Export Control

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

22. Risk of Loss

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

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

23. Authorization to Perform

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

24. Performance

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

25. Travel

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

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

The in-house Travel Agency will set the Transport Ceiling Cost and at that time the contractor may elect to book their transportation with the in-house travel agency. (Please refer to Clause Number 7 above).

Transport tickets purchased through the in-house travel agency will be reimbursed by the HQ SACT entity directly to the in-house travel agency, and the applicable travel line of the contract will be charged. These costs will not be

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invoiced by, or paid to, the contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the contractor company.

Per Diem is based on the NATO Group One subsistence allowance, which covers meals, lodging, incidental expenses and any applicable overhead and/or fees. Per Diem Reimbursement will only be made at these rate amounts. NATO Group III daily subsistence allowances are available upon request.

26. Proposed Candidates

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

27. Partial awards

Partial awards will be allowed when determined in the best interests of NATO. The Contracting Awards Board and the Contracting Officer, when deemed prudent and necessary have the authority to make this determination. Partial bidding shall be consistent with released solicitation.

28. Competition

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

29. Contractor Notice Regarding Delay

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

30. Notice and Assistance regarding Patent and Copyright Infringement

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against HQ SACT on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed

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

31. Health, Safety and Accident Prevention

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

32. Patent Indemnity

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

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

33. Rights in Technical Data and Computer Software

- a. HQ SACT shall have unlimited rights in:

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

34. Software Releases and Updates

- a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
- b. The Contractor shall for duration of minimum five (5) years after acceptance, and upon their availability, offer to HQ SACT all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

35. Inconsistency between English Version and Translation of Contract.

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

36. Contract Effective Date (CED)

The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

37. Enforcement

Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects if such invalid or unenforceable provisions were omitted.

38. Order of Precedence

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

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

39. Entire Agreement

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

IFIB-ACT-SACT-18-38 Annex A

Qualifications/Requirements	Compliant / Non-Compliant	Bidders Statement of Compliance – Bidder shall specifically reference the information within the proposal (page/paragraph) that demonstrates compliance with the criteria.
A1. General Contractor with at least 4 years of experience in landscaping, lawn care, and gardening.		
A2. Contractor must be able to certify that an on-site supervisor will be present at HQ SACT in Norfolk, VA while any contractor work is being executed.		
A3. Contractor must agree that each employee will obtain a DBIDS credential at no cost to HQ SACT prior to the start of contract. Contractor is fully responsible for ensuring all needed vehicle passes and decals, individual access badges, and documents for appropriate entry to NSA Hampton Roads and HQ SACT facilities.		
A4. Contractor must have the capacity to perform all the deliverables identified in the table under 4.0 Taskings and Deliverables (1 through 14) in the Statement of Work.		
A5. Contractor must furnish all tools and materials required to perform all the taskings and deliverables identified in the Statement of Work.		
A6. Contractor must attend one of the two available site surveys.		