
IFIB-ACT-SACT-19-05



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

Description of Acquisition

Part 1 Bidding Instructions

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CONTRACTOR SUPPORT: DEVELOP CONTINUOUS INFORMATION AND KNOWLEDGE MANAGEMENT (IKM) IMPROVEMENTS AT NATO HQ SACT

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

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

PART 1 BIDDING INSTRUCTIONS

1. General

This is a Firm Fixed Price Level of Effort, 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.
- (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 3 July 2019 – 31 December 2019 with two possible 12-month option periods; 1 January – 31 December 2020, and 1 January – 31 December 2021.

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 8 April 2019.

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

9. Bid closing date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than 12 April 2019, **1500 hours, Eastern Standard Time, Norfolk, Virginia, USA.** No bids shall be accepted after this time and date.

10. Bid Validity

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

11. Content of Proposal

The proposal shall consist of 5 copies of 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 **12 April 2019, 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)

12. Proposal Submission

- (a) Proposals shall be submitted in a single package containing two volumes, Technical volume and Price volume, each separately sealed. The single package shall be clearly marked with the mailing label, citing the IFIB Solicitation reference number, (See Enclosure #2). 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. Hand delivered proposals will only be received at the quarterdeck inside NATO SACT HQ.
- (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. Hand delivered proposals will only be received at the quarterdeck inside NATO SACT HQ.
- (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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13. Late Proposals

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

14. Bid Withdrawal

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

15. Bid Evaluation

- (a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of HQ SACT. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. HQ SACT is not responsible for any content that is not clearly identified in any proposal package.
- (b) Proposals shall be evaluated 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.

16. Proposal Clarifications

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

17. Award

HQ SACT intends to award a firm fixed price level of effort 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.

18. Communications

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

19. Point of Contacts are:

Charmaine Yap, ACT Contracting Officer, 757-747-4240,
charmaine.yap@act.nato.int or
Marco Impagnatiello, ACT Contracting Officer, 757-747-3610,
marco.impagnatiello@act.nato.int

All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH
Purchasing & Contracting,
Contracting Officer
IFIB-ACT-SACT-19-05
ATTN: **LCDR Charmaine Yap**
SGT MAJ Marco Impagnatiello
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

Enclosure 1

PROPOSAL CONTENT / CHECKLIST

Table of Contents

- Bidder`s name, address, POC, Contact numbers, email address.
- Compliance Statement.
- Past performance (including References).
- List of Key personnel.
- Technical Proposal.
- Price Proposal.
- 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-19-05
(To be opened by Contract Awards Committee (CAC Only))**

Sender: _____

**HQ SACT
IFIB-ACT-SACT-19-05
Attn: LCDR Charmaine Yap
SGT MAJ Marco Impagnatiello
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-19-05

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-19-05. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-19-05 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-19-05 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
SGT MAJ Marco Impagnatiello
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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NOTE: Price proposal shall be in US dollar currency. Proposed rates must be fully “loaded.” Travel (and related expenses) will not be covered under this contract.

SUBJECT: IFIB-ACT-SACT-19-05 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-19-05 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

| | Base Period 03 Jul 2019 – 31 Dec 2019 | | Option Period 1 01 Jan 2020 – 31 Dec 2020 | | Option Period 2 01 Jan 2021 – 31 Dec 2021 | | |
|----------------------------|--|----------------|---|----------------|---|----------------|---|
| | # of Hours | Hourly Rate | # of Hours | Hourly Rate | # of Hours | Hourly Rate | Total (Base Period and Option Periods) |
| Contractor Support | 1800 | | 1800 | | 1800 | | |
| Total Contract Value | | | | | | | |

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

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 _____

**STATEMENT OF WORK
HQ SACT Information and Knowledge Management (IKM) –
Develop Continuous IKM Improvement Activities across
HQ SACT
TASKING AND KNOWLEDGE MANAGEMENT BRANCH (TKM)
HEADQUARTERS SUPREME ALLIED COMMANDER
TRANSFORMATION**

1. Introduction

Headquarters Supreme Allied Commander Transformation's (HQ SACT) Tasking and Knowledge Management Branch (TKM) requires specialised support to develop, implement, transition and sustain further IKM continuous improvements. Additionally, this tasking requires to build upon existing work strands and rapid execution of associated deliverables; therefore, the most appropriate and cost-effective means of meeting this requirement is through the continued surge provision of technical support through a current specialist contractor.

2. Task-specific Background

Throughout 2016, changes were implemented to the way in which electronic information was managed across HQ SACT on the NATO SECRET (NS) domain only, specifically employing the use of SharePoint 2013. Endorsed by the HQ SACT leadership, it was an ambitious project to accomplish a needed transformational change in the way people worked; it sought to capitalize on available technology to assist HQ SACT staff to internally collaborate to a greater degree than was done previously. Addressing the cultural shift that these changes engendered, such as emphasising the NATO IM policy on the 'responsibility to share' balanced by the 'need to know' and encouraging the utilisation of appropriate document repositories was a major thrust of this effort. It also became obvious that technical responsibilities have to be removed from the staff members identified as functional administrators, in order to turn them into content managers.

Follow-on requirements were identified to capitalize on those efforts and implement further IKM improvements. These requirements were mitigated by contractual support but it became obvious Summer 2018 when these tools were adopted that further IKM resource was required. Although additional IKM resource has been included within the NCS-A manpower structure, the additional post is unlikely to be filled in the short term. Additionally, the requirement for continuity in the skillset required from the additional post has been further reinforced. Until manned in accordance with the new command structure, the IKM section requires the correct skillset in order to fulfill HQ SACT strategic milestones.

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3. Scope of Work

The primary stakeholders in the completion of the various deliverables will be the lead IKM Section Staff Officers. However, other stakeholders across HQ SACT will be engaged to ensure completeness of transition and sustainment tasks and activities. The progress of this effort will be closely monitored by HQ SACT staff. The envisaged approach is to build upon previous deliverables and engagement.

4. Contract Type and Period of Performance

a. Type of Contract: Firm Fixed Price, level of effort in accordance with the General and Special Terms of Conditions. HQ SACT reserves the right to negotiate minor deviations to the listed General and Special Terms of Conditions. HQ SACT will award to the Offeror whose proposal represents the lowest price technically compliant offer (LPTC). All employer responsibilities to the individual Contractor performing under this contract shall lie with the contractor.

b. Period of Performance: The base period of performance is 3 July 2019 to 31 December 2019 with two potential 12 months option periods. Two option periods include: (1) 1 January 2020 – 31 December 2020 and (2) 1 January 2021 – 31 December 2021. Option periods are to be exercised solely at the discretion of the HQ SACT Contracting Officer based on funds availability, operational requirements, and satisfactory contractor performance.

5. Tasking

An outline of typical planned Activities are shown below. These will be subject to periodic review by the COTR, as stated in paragraph 9.

| No. | Activities |
|-----|---|
| 1. | <ul style="list-style-type: none">• Develop SharePoint websites and pages on both NATO Secret and NATO Unclassified networks• Support existing websites and pages |
| 2. | Assist HQ SACT to exploit knowledge via best use of the latest IKM tools and process <ul style="list-style-type: none">• Meet with Branches to develop their knowledge management• Assist users with the adoption of new IKM tools to allow knowledge exploitation |
| 3. | Assist in the management of HQ SACT NIP and EDMS <ul style="list-style-type: none">• Liaise with the NIP Support Team to progress HQ SACT NIP requests for change• Assist NATO staff in the demonstration of NIP and EDMS to HQ SACT Users |

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| No. | Activities |
|-----|--|
| 4. | Provide Tier 2 Type Deskside Support <ul style="list-style-type: none">• Assist users with the SharePoint collaboration pages and the transition IT Modernisation• Assist users to exploit NIP and EDMS |

IT Modernization: NATO project to update networks and deliver a new SharePoint environment.

NIP: SharePoint Portal used in the whole NATO Command Structure.

EDMS: Document handling system based on SharePoint technology used in the NATO Command Structure.

6. Qualifications

- University Degree such as Computer Science, Informational technology, or related field with 2 years of functional related experience **OR**
- Higher Secondary education and completed advanced vocational training leading to a professional qualification or professional accreditation with 4 years post-related experience.

Specifically, the successful candidate will possess all the relevant qualifications to undertake the activities and achieve objectives detailed in section 5. This includes but is not limited to an extensive knowledge of SharePoint 2013 and 2016 (and later versions when available) from a web designer perspective.

- Background/degree in Information Technology, Computer science or related field AND formal education or training in web design and graphic design.
- 2-4 years' experience as webmaster performing web design and web development for a corporate website or equivalent.
- 2 years minimum extensive experience developing static HTML as well as dynamic web pages (e.g. ASP, PHP, CGI).
- 2 years minimum experience in web database integration or database design.
- 2 years minimum experience in content management and understanding of information/knowledge management issues.

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Proof of Past Performance

The Contractor Company is to provide a minimum of one 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.

7. Resources

For on-site work, HQ SACT shall provide all necessary working space; office furniture; desk telephones; computers, software, peripherals, and support equipment; unclassified storage space; and access to unclassified and classified NATO wide area networks (WAN) (granted with appropriate security clearances) and the Internet (for business purposes only) for work to be performed at HQ SACT. Along with the provision of NU and NS desktop services as required, Contractors shall have full access to the Microsoft Office Suite and Microsoft SharePoint 2013. Contractor personnel are not authorized to make any permanent/semi-permanent physical modifications to the HQ SACT facilities.

8. Place of Performance/Location and Travel

All work will be conducted on-site at HQ SACT, 7857 Blandy Road, Suite 100, Norfolk, Virginia; no expectation or contingency for travel is required for this contract. Any indirect travel and related expenses (meals and lodgings) are not part of this contract.

9. Special Requirements.

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.

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- 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 Project Manager, HQ SACT Information and Knowledge Management Staff Officer, has primary responsibility for the direction of Activities and acceptance of the Deliverables.

A report shall be submitted monthly via email to the PM, detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:

- Summary of work completed during reporting period.
- Work to be performed for the upcoming month.
- Current or anticipated problems/deficiencies and recommended solutions.

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.

10. Intellectual Property Rights

NATO Allied Command Transformation owns all the rights to use, modify, display, release and disclose the deliverables and/or products of the work delivered by this contract.

11. Security

11.1. Personnel Security Clearances. Contractor personnel shall be responsible for obtaining all needed facility and personnel security clearances prior to starting work at HQ SACT. All Contractors shall have a minimum of a NATO SECRET personnel security clearance (as issued by the respective national Security Authority or delegated representative). No clearance or waiver to this requirement shall be granted, and no Contractor shall be assigned without having the needed clearance in place. If the Contractor Company cannot assign personnel with the required NATO SECRET personnel security clearance on the start date, the company shall be liable for bid non-compliance or immediate contract termination. The Contractor

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Company must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The Contractor Company is fully responsible for arranging all work visas. 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).

11.2. Security Conditions. The Contractors 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. The possible security classification of the deliverables under this contract may range from NATO UNCLASSIFIED through to NATO SECRET.

11.3. Building, Installation Access. In addition to the request for visit to HQ SACT (see 11.1 above), the Contractors are fully responsible for ensuring that they have the necessary permissions to access NSA Hampton Roads.

11.4. 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.

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HQ SACT Special Terms and Conditions for Commercial Personnel Services Contracts

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

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

3. Definitions.

a. Billable Hours. As further specified in these Special Terms and Conditions, hours spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill HQ SACT at the hourly rate set out in this contract.

b. Commercial Personnel Services. As specified in the SOW, the continuous performance to be provided by Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.

c. Contractor Personnel. An individual employed by the Contractor to perform the services required under this Contract for HQ SACT.

d. HQ SACT Work Days. Mondays through Fridays with the exception of HQ SACT Holidays. The number of HQ SACT Holidays may vary from year to year. A list may be obtained through the Contracting Officer.

e. HQ SACT Working Hours. On HQ SACT Work Days, 7.5 hours daily between 0800 and 1700 hours.

f. Man Year. 1800 hours of service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance at 37.5 hours assuming 5 HQ SACT work days per week. As a baseline the further assumption is: 15 days of HQ SACT holidays and 15 days as the minimum individual leave, thus allowing for the allocation of a minimum of 75 hours per year as possible overtime. As, in particular, the number of individual leave days may be greater and the number of HQ SACT holidays may vary, the allowable overtime figure will change accordingly. In no event shall the ceiling of 1800 hours per man year or corresponding fraction thereof be exceeded.

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g. Overtime. Hours within the contracted man year or fraction thereof (1800 hours maximum for full years' service) served by Contractor Personnel outside of the limitations of the Delivery of Service stated in paragraph 4 and the SOW, as for each occasion requested by the COTR in writing.

h. Products. Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

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

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

a. Overtime requires a specific written request to the Contractor by the COTR.

b. Permanent deviation has to be in writing in the SOW with the signature of the Contracting Officer.

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

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

a. Personal Leave. At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.

b. Sickness. Should absences caused by sickness affect the performance of an HQ SACT project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual.

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

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

a. Billable hours on travel. Billable hours for travel performed as a service under this Contract will be any time spent away from the primary location of duty, between 0800 and 1700 hours local time up to a maximum total of 7.5 hours for any given work day at the destination of the travel.

b. Overtime. All overtime within the limit of the contracted man-year or fraction thereof (total of 1800 hours for full years' service) shall be billed at the normal hourly rate set out in this contract.

c. Non-performance. Personal leave, closing of the Headquarters by the order of the HQ SACT Chief of Staff, sickness, company coordination, company reports, training, lunch, breaks or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

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

10. Deficient performance. Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of HQ SACT Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW.

11. Contractor Responsibility for Contractor Personnel. The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security and workmen's compensation schemes due.

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

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

a. The in-house Travel Agency will set the transport ceiling cost.

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

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

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

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

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

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

17. Representation of HQ SACT/NATO. When dealing with third parties during the execution of this Contract, the Contractor Personnel shall present themselves as representatives of the Contractor working under contract for HQ SACT/NATO. Contractor Personnel shall not take decisions or commitments for HQ SACT/NATO.

18. Ownership of Work Products. All Products created by Contractor Personnel under this contract are to be original and are the property and under the copyright of HQ SACT, unless otherwise specifically stated in this Contract.

19. Disclosure of Information.

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

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19.1. Subject to this clause each party shall;

(a) Treat in confidence all information it receives from the other party;

(b) Agree not to disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract.

(c) Shall, upon request from the other party, return any Information or erase any electronic files in its possession.

(d) Shall not use any of that Information otherwise than for the purpose of the Contract

(e) Shall not copy any of that Information except to the extent necessary for the

19.2 The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of HQ SACT under or in connection with the Contract:

(a) Is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract.

(b) Is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for HQ SACT under the Contract or any sub-contract under it.

19.3 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations of this Clause before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

19.4 Neither party shall be in breach of this Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory or judicial obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under the terms of this Clause.

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.

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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.

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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".

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- f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.
- g. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
- h. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
- i. The word "supplies" as used herein includes related services.
- j. The rights and remedies of HQ SACT provided in this clause are in addition to and do not limit any rights afforded to HQ SACT by any other clause of the contract.

12. Invoices

- a. The contractor shall submit an original invoice and three (3) copies (or electronic invoice, if authorized) to the address designated in the contract to 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.

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13. Payment

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

14. Taxes

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

15. Excusable Delays

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

16. Indemnity

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

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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 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.

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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
- c.

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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.

d. 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.

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33. Rights in Technical Data and Computer Software

a. HQ SACT shall have unlimited rights in:

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

(2) Plans, 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.

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38. Order of Precedence

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

39. Entire Agreement

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

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| 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. |
|--|----------------------------------|---|
| <p>A1. Contractor must have the capacity to perform all the activities (1-4) listed under 5. Tasking in the Statement of Work (page 17-18)</p> | | |
| <p>A2. University Degree such as Computer Science, Informational technology, or related field with 2 years of functional related experience <u>OR</u> Higher Secondary education and completed advanced vocational training leading to a professional qualification or professional accreditation with 4 years post-related experience.</p> | | |
| <p>A3. 2-4 years' experience as webmaster performing web design and web development for a corporate website or equivalent.</p> | | |
| <p>A4. 2 years minimum extensive experience developing static HTML as well as dynamic web pages (e.g. ASP, PHP, CGI).</p> | | |
| <p>A5. 2 years minimum experience in web database integration or database design.</p> | | |

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| <p>A6. 2 years minimum experience in content management and understanding of information/knowledge management issues.</p> | | |
| <p>A7. 2 years minimum experience in SharePoint (2013 and 2016)</p> | | |
| <p>A8. The Contractor Company provides minimum of one 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.</p> | | |
| <p>A9. <u>At No Cost to HQ SACT:</u> Contractor shall be responsible for obtaining all needed HQ SACT facility and personnel security clearances as well as all requirement for appropriate entry to NSA Hampton Road prior to starting work at HQ SACT. All Contractors shall have a minimum of a NATO SECRET personnel security clearance (as issued by the respective national Security Authority or delegated representative). No clearance or waiver to this requirement shall be granted, and no Contractor shall be assigned without having the needed clearance in place. The Contractor Company must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start.</p> | | |