



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

**Description of Acquisition**

**Part 1 Bidding Instructions**

**IFIB-ACT-SACT-19-24**

**Contractor Support for**

**Data Scientist and**

**Data Strategist for the**

**Strategic Alternatives**

**(SALT) Branch**

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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.

- 1. Duration of the Contract**
- 2. Exemption of Taxes**
- 3. Amendment or Cancellations**
- 4. Bidder Clarifications**
- 5. Bid Closing Date**
- 6. Bid Validity**
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**ENCLOSURES:**

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- 2. Address Label**
- 3. Compliance Statement**
- 4. Past Performance**
- 5. Mandatory Price Proposal format**

**Annex A: Best Value Review and Scoring Table**

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## **PART 1 BIDDING INSTRUCTIONS**

- **General**

This is a Firm Fixed Price Level of Effort contract in accordance with the General and Special Terms and Conditions; **Contract Award is contingent upon funding availability; Partial bidding on the different labour categories is allowed.**

- **Classification**

This IFIB is a NATO UNCLASSIFIED document.

- **Definitions**

- 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.
- The term “Bidder”, shall refer to the bidding entity that has completed a bid in response to this IFIB.
- The term Contractor shall refer to the bidding entity to whom the contract is awarded.
- The term “Contracting Officer” designates the official who executes this IFIB on behalf of HQ SACT.
- “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.
- The term “HQ SACT” shall refer to Supreme Headquarters Allied Command Transformation.
- The term “ACT” shall refer to Allied Commander Transformation.
- The term “NATO”, shall refer to the North Atlantic Treaty Organisation.
- The term “days” as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.
- The term “Habitual Residence”, means HQ SACT, Norfolk, Virginia, VA 23511.

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- **Eligibility**

This IFIB is open to companies:

- Established in a North Atlantic Treaty Organisation Alliance membership.
- Working in the required field of study and legally authorised to operate in the United States of America, at the time of bidding.
- Has performed the desired past performance including size, cost and scope, as described in this IFIB.

- **Duration of Contract**

- The contract awarded shall be effective upon date of award.
- On or about 1 August 2019-31 December 2019, with an optional extension of 12 months (1 January 2020 to 31 December 2020) and two more optional extensions of six (6) months each until 31 Dec 2021.

- **Partial Bidding and Teaming Arrangements**

- Partial bidding is allowed. All submissions must clearly state which position candidate(s) is (are) being proposed to fill. A candidate will not be considered for multiple positions in the same proposal, i.e. John Smith can't be submitted as a candidate to fill the requirements of both the SALT Data Scientist and the SALT Data Strategist.

- **Exemption of Taxes**

- 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.

- **Amendment or Cancellation**

- 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.
- 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

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## **IFIB-ACT-SACT-19-24**

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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.

- **Bidder Clarifications**

- 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.
- In lieu of a bidder's conference, HQ SACT invites bidders to submit initial technical questions not later than **21 June 2019**.
- 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.

- **Bid closing date**

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **2 July 2019, 1500 hours, Eastern Standard Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date. **NOTE: HQ SACT is located on a secure naval installation. Potential bidders are responsible for ensuring bids arrive before the due date. No bids will be accepted beyond the closing date. HQ SACT is not responsible for any late received proposals due to base access issues or mail courier issues/delays.**

- **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

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extend the validity as a withdrawal of the bid.

- **Content of Proposal**

The proposal shall consist of 5 copies of the following minimum paper documents (**Clipped - no binding or 3 prong folders please**): Additionally electronic copies (**e-mailed s i n g l e PDF version**), **excluding price proposals** of the documents are required no later than **2 July 2019, 1500 hours, Eastern Standard Time, Norfolk, Virginia, USA**.

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

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

- **Proposal Submission**

- 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.
- 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**.
- 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.
- 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.
- **Price proposals shall be in U.S. Dollar currency.** Contractor may request payment post award in alternate currency based on agreed conversion rate.
- Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.

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- 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.
  - No oral bids or oral modifications or telephonic bids shall be considered.
  - 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.
- **Late Proposals**
    - 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.
    - A delay in a commercial courier service does not constitute a delay by NATO or government channels.
  - **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.
  - **Bid Evaluation**
    - 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.

(a) Proposals shall be evaluated and awarded based on best overall value to NATO. The following factors are considerations;

    - Successful administrative submission of bid packages and requested Enclosures 2-6, as listed in this RFP. (Pass/Fail)

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- Technical factors/pricing factors rated the following:  
**SALT Data Scientist: 70/30, SALT Data Strategist 60/40**  
**Acceptance of HQ SACT General Terms and Conditions**

- **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.

- **Award**

HQ SACT intends to award a firm fixed price contract to the Offeror whose proposal(s) represents best value to HQ SACT. 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.

- **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.

- **Point of Contact is:**

LCDR Mike DiProspero, ACT Contracting, 757-729-3612,  
[michael.diprospiero@act.nato.int](mailto:michael.diprospiero@act.nato.int)

Secondary POC: LCDR Charmaine Yap, ACT Contracting, 757-747-4240,  
[Charmaine.yap@act.nato.int](mailto:Charmaine.yap@act.nato.int)

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## **IFIB-ACT-SACT-19-24**

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All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH  
Purchasing & Contracting,  
Contracting Officer  
IFIB-ACT-SACT-19-24  
ATTN: LCDR Mike DiProspero  
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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**IFIB-ACT-SACT-19-24**

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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-19-24**  
**(To be opened by Contract Awards Committee (CAC Only))**

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

**HQ SACT**  
**IFIB-ACT-SACT-19-24**  
**Attn: LCDR Mike DiProspero**  
**7857 Blandy Road, Suite 100,**  
**Norfolk, VA 23551-2490**  
**U.S.A**

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**IFIB-ACT-SACT-19-24**

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**Enclosure 3**

**COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-19-24**

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-19-24. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-18-77 and the intended contract with the following exception(s); such exemptions are considered non substantial to the HQ SACT solicitation provisions issued.

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

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

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

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

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

**Enclosure 4**

**PAST PERFORMANCE INFORMATION FORM**

1. Contracting Agency:
2. Contract No:
3. Type of Contract (Firm Fixed Price, IDIQ, Requirements):
4. Title of Contract:
5. Description of Work Performance and Relevance to Current Acquisition (Type of facility, capacity, estimated patronage, summary of staff used):
6. Contract Dollar Amount:
7. Period of Performance:
8. Name, Address, Fax and Telephone No. of Reference:
9. Indicate Whether Reference Acted as Prime or Sub-contractor:
10. Comments regarding compliance with contract terms and conditions:
11. Complete Contact Information for client:
12. Permission to contact client for reference: Yes/ No

Name/Signature of Authorized Company Official

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**IFIB-ACT-SACT-19-24**

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**Enclosure 5**

**IFIB-ACT-SACT-19-24 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: Kevin Mills  
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 \_\_\_\_\_

# IFIB-ACT-SACT-19-24

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**Proposed rates will be used to support the Basis of Estimate to produce deliverables that meet or exceed the Quality Assurance Measures identified by HQ SACT. The categories below are “representative” of skills required to provide deliverables at each level. All deliverables will be firm fixed price and billed upon delivery or upon acceptance of agreed milestone events. Proposed rates must be fully “loaded” [G&A, O/H etc.], however they must not include per diem (meals & lodging) and travel. Travel (and related expenses) will not be covered under this contract, but handled separately in accordance with the ACT Financial Manual.**

## SUBJECT: IFIB-ACT-SACT-19-24 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-19-24 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Number of Candidates Bidding For \_\_\_\_\_  
 Labour Category Position Bidding \_\_\_\_\_

<b>Service Area</b>	Base Period 1 Aug 2019 – 31 Dec 2019	Option Period 1 01 Jan 2020 – 31 Dec 2020	Option Period 2 01 Jan 2021 – 30 June 2021	Option Period 3 01 July 2021-31 Dec 2021
<b>HQ SACT</b>	<b>Hourly Rate: (900 hours)=</b>	<b>Hourly Rate: (1800 hours)=</b>	<b>Hourly Rate: (900 hours)=</b>	<b>Hourly Rate: (900 hours)=</b>
SALT Data Scientist Total For Period	\$	\$	\$	

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

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# IFIB-ACT-SACT-19-24

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<b>Service Area</b>	<b>Base Period</b> 1 Aug 2019 – 31 Dec 2019	<b>Option Period 1</b> 01 Jan 2020 – 31 Dec 2020	<b>Option Period 2</b> 01 Jan 2021 – 30 June 2021	<b>Option Period 3</b> 01 July 2021-31 Dec 2021
<b>HQ SACT</b>	<b>Hourly Rate: (900 hours)=</b>	<b>Hourly Rate: (1800 hours)=</b>	<b>Hourly Rate: (900 hours)=</b>	<b>Hourly Rate: (900 hours)=</b>
SALT Strategy Analyst Total For Period	\$	\$	\$	

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

**OPTIONAL ADDITIONAL DATA SCIENTIST (See paragraph 6a. of the Data Scientist Statement of Work)**

<b>Service Area</b>	<b>Base Period</b> 1 Aug 2019 – 31 Dec 2019	<b>Option Period 1</b> 01 Jan 2020 – 31 Dec 2020	<b>Option Period 2</b> 01 Jan 2021 – 30 June 2021	<b>Option Period 3</b> 01 July 2021-31 Dec 2021
<b>HQ SACT</b>	<b>Hourly Rate: (900 hours)=</b>	<b>Hourly Rate: (1800 hours)=</b>	<b>Hourly Rate: (900 hours)=</b>	<b>Hourly Rate: (900 hours)=</b>
SALT Data Scientist Total For Period	\$	\$	\$	

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 \_\_\_\_\_



**NORTH ATLANTIC TREATY ORGANISATION**  
**ORGANISATION DU TRAITÉ DE L'ATLANTIQUE NORD**  
HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION  
7857 BLANDY ROAD, SUITE 100  
NORFOLK, VIRGINIA, UNITED STATES OF AMERICA 23551-2490  
[www.nato.int](http://www.nato.int) | [www.act.nato.int](http://www.act.nato.int)



## **STATEMENT OF WORK (SOW) FOR DATA SCIENCE ANALYST STRATEGIC ALTERNATIVES BRANCH**

### **1. Introduction**

NATO established Headquarters Supreme Allied Commander Transformation (HQ SACT) in Norfolk, VA, in 2003 to lead transformation efforts and improve military capabilities to meet 21st century security and defense requirements. This work encompasses the need to enhance the Alliance's ability to apply a comprehensive approach to the conduct of future operations and engagement with partners, NATO's interaction with non-NATO entities that include states, non-state actors and international and non-governmental organizations.

Pursuant to the decision by the North Atlantic Council to implement the NATO Command Structure Adaptation, ACT has developed a Strategic Alternatives Branch (SALT). The Branch provides the Commander with alternative ideas derived through the extensive use of data science and analytics that exist outside NATO's conventional processes in the service of Warfare Development.

### **2. Background**

SALT operates under the direction of the Deputy Chief of Staff (DCOS) for Strategic Plans & Policy (SPP). It studies complex challenges relevant to the security domain and in areas beyond NATO's traditional geographic and functional expertise. The Branch uses advanced research to improve rigor and responsiveness of transformational work. It provides scientific analysis to improve the depth and diversity of NATO's situational awareness and understanding, risk assessment, strategy, and decision making over the mid- to long-term horizon. The Branch coordinates with internal and external stakeholders including NATO Headquarters, Allied Command Operations, the public and private sectors, international and non-governmental organizations, civil society, and academia to ensure that latest concepts, technologies, and processes are applied to relevant work. The Branch is responsible for all outputs pertaining to the Command's Strategic Alternatives Programme of Work.

### **3. Rationale**

ACT established SALT on 1 Jan 2019 with intent to achieve Final Operational Capability (FOC) in 2021. Currently, SALT consists of nine Staff Officers, i.e., two NATO International Civilians and seven military officers. According to current prioritization, the civilian positions will not be filled until 2021.

In order to ensure the timely execution of the current workload, and to mitigate the current shortfall in manning, SALT requires contractor and temporary staff support to fulfil the tasks described in this SOW—and until the open positions have been sufficiently filled (>80%) and the Branch is fully operational.

#### 4. Scope

The scope of this work is to drive improvements to the quality of NATO's situational awareness, risk assessment, strategy, and decision making over the mid- to long-term horizon through the application of data science and analytics to improve organizational performance throughout the Alliance.

#### 5. Type of Contract and Period of Performance

- a. Type of Contract. This is a Firm Fixed Price Level of Effort Contract in accordance with the Special and General Terms and Conditions.
- b. Period of Performance. The Period of Performance is for 1 August 2019-31 December 2019, with an optional extension of 12 months (1 January 2020 to 31 December 2020) and two more optional extensions of six (6) months each until 31 Dec 2021.

#### 6. Estimated Level of Effort (LOE)

- a. The Level of Effort (LOE) is as per the requirements stated herein, corresponding to a full-time (1800 hours per year), on-site allocation of **one individual** to complete the tasks and activities described in this SOW. 1800 hours of service is to be rendered by one Contractor Personnel within one calendar year. **NOTE: There is a potential for an additional data scientist position, and contractors are encouraged to price for an optional data scientist. The determination of the additional position will be determined shortly after award if required by ACT.**
- b. The Contractor shall contribute to the development of new deliverables and urging emerging work stands; and ensure the dissemination of the resulting products.
- c. The Contractor will support the aforementioned, with focus on the following:
  - Technical expertise in Branch regarding the application of data science and analytics to strategic alternatives. **Note: Data Science is a new phenomenon that emerged circa 2010** and is defined as the art of turning data into actions through the creation of data products, which provide actionable information without exposing decision makers to the underlying data or analytics. It derives from the convergence of extremely large data sets, advances in computational power, and increasingly sophisticated algorithms that, combined, can produce timely, actionable information from diverse data sources to drive data products. Data science is largely synonymous to data mining and big data.<sup>1</sup>

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<sup>1</sup> Background to the history of data science and its emergence as a phenomenon circa 2011: <https://www.dataversity.net/brief-history-data-science/#>. Note the key para denoting 2011 as the breakout year: "In 2011, job listings for Data Scientists increased by **15,000%**. There was also an increase in seminars and conferences devoted specifically to Data Science and Big Data. Data Science had proven itself to be a source of profits and had become a part of corporate culture." <https://www.forbes.com/sites/gilpress/2013/05/28/a-very-short-history-of-data-science/#5cf4c38c55cf>. (written in 2013): The term "Data Science" has emerged only recently to specifically designate a new profession that is expected to make sense of the vast stores of big data. <https://datasciencedegree.wisconsin.edu/blog/history-of-data-science/>. [In 2010], data science began to

- Use of various statistical techniques for the identification patterns within large data sets to make predictions and enterprise-oriented suggestions. Utilizes predictive modeling to increase and optimize the effects of Warfare Development.
- Strategies to identify patterns within large data sets, make predictions based on data science, and provide corresponding recommendations to senior leadership. Simplifies and communicates key findings and insights to senior leadership and draws implications for work organization-wide.
- Predictions based on data science. This line of effort consists of working alongside key stakeholders across NATO to develop and execute data-science strategies over the long-term. This includes both strategies for data science, e.g., how to scale the use of data science in support of every level of decision-making) and strategies informed by data science, e.g., the use of data science to support the development and translation of policy between NATO HQ and the NATO Command Structure.
- Metrics that improve NATO's ability to assess effects in the mid- to long-term horizon. Doing so includes the development of comprehensive analytical and mapping capabilities to identify or predict relevant, feasible, and potential challenges and opportunities to NATO and partners.
- Performs other job related duties as requested.

In addition to the aforementioned, the completion of the following tasks is also required to support partnership-related efforts at HQ SACT. While some work can be completed outside the Command, the Contractor must be granted base access and possess a NATO SECRET clearance to complete all of the requirements:

- Analyze emerging trends throughout the international system through the lens of data science.
- Produce point papers, documents, presentations, briefings and final reports with a high degree of proficiency and efficiency as directed by established deadline.
- Support the implementation of findings and in ACT programs of work and, where appropriate, liaise with other NATO bodies.
- Populate, update and administrate the digital library.
- Fulfill further specific tasks directed by the Branch Head or the COTR in support of SPP collaborative efforts and other partnership related work strands.

## **7. Professional Qualifications and Personal Attributes**

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take center stage against the backdrop of significant advancements in computing technology. For example, Apple introduced the iPad in January 2010. In June of that same year, Apple released its iPhone4. Consumers began to embrace technology—particularly mobile technology—at lightning speed. In July, Amazon published a press release stating that for the first time ever, it had sold more Kindle books than hardcover books. With faster processing speeds than ever before, technology took a giant leap into the new decade, blazing a trail for individuals ready and willing to conquer the mountain of big data that had only begun to grow.

This is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work. All employer responsibilities for the contractor personnel performing under this contract shall lie with the Contractor. The support Contractor shall have the following qualifications at a minimum:

- a. 2 years minimum professional experience in the area of data science, including providing analysis and advice in the field of data science, since 2010.
- b. Degree in a field related to data science post-2010 such as data science, data analytics, mathematics, software engineering, or programming. Alternatively, a degree in a related field with a minimum of two years of demonstrable activity in a data science community, e.g., Kaggle, may suffice.
- c. NATO and / or military staff work experience is desirable, but not mandatory.
- d. Demonstrate experience in preparation and development of FOGO or civilian equivalent briefings, background papers, reports, and speeches.
- e. Valid NATO SECRET security clearance or national equivalent with NATO eligibility.
- f. Demonstrable proficiency in English Language.
- g. Be able to use contemporary office tools, including MS Office.

## **8. Place of Performance**

HQ SACT shall serve as the habitual location for performance under this contract unless directed elsewhere. The contractor is expected to perform the majority of the required work at HQ SACT in Norfolk, VA, U.S.A. or in alternate locations as per travel requirements at locations specified by the Contracting Officer's Technical Representative (COTR). It is anticipated that the Contractor may travel in Europe up to six times per year for a maximum duration of five days each trip.

## **9. Contract performance and administration**

- a. The Contractor will be assigned a COTR as designated by DCOS SPP, who shall provide direction, guidance, access to subject matter experts (SME), and support information for all technical and content areas of this SOW.
- b. The Contracting Officer (in the Purchasing and Contracts Branch) will assign a contracting officer's Technical Representative (COTR) to administer all contract details. The Contracting Officer has final authority (in consultation with the COTR) to determine if the contract/SOW should be amended, extended, modified or cancelled for evolving requirements, new tasking, and/or technical non-performance. The COTR shall:
  - i. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
  - ii. Review and approve all contractor duties for completeness and accuracy.
- c. Review the Contractor's work on a weekly basis or as needed.
- d. The COTR's written approval of work reported and deliverables submitted is mandatory for contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his or her roles and responsibilities to which he or she shall sign for formal acceptance.

## **10. Contractor Reporting:**

- a. The Contractor shall submit a monthly report to the Contracting Officer. COTR and the Contracting Officer detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:
  - i. Summary of work for tasking and deliverables during reporting period.
  - ii. Contract hours expended showing a comparison with budgeted hours.
  - iii. Current or anticipated problems/deficiencies and recommended solutions.
- b. 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 other reports that detail designated aspects of the work or methods to remedy problems and deficiencies. The Contracting Officer shall receive a minimum of a monthly report, regardless of COTR changes.
- c. The COTR may identify missing, erroneous, or unnecessary requirements and tasking. The contractor is expected to work closely with other team members, SMEs, and designated HQ SACT personnel. Consequently, the Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how the problem shall be corrected and any impact to on-going work.

#### **11. Proof of Past Performance:**

The Contractor Company is to provide a minimum of two past performance citations (for work within the past five years) to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW. The citations shall include the following information at a minimum:

- a. Summary of work performed that is similar to or directly relates to this SOW.
- b. Status of work (i.e., on-going, complete).
- c. Outcome of above mentioned work performed.
- d. Date of work performance.
- e. Summary of staff used (by number and position).
- f. Name of client.
- g. Complete contact information for client.
- h. Written permission to contact client (or employer) for reference.

#### **12. Contractor Technical Evaluation:**

Each responding Contractor Company shall be judged on a combination of pricing and technical information provided in response to these SoW. Only candidates specifically offered within company proposals will be considered for contract award. Subject to evaluation synopsis, it may be determined to conduct interviews, of short-listed candidates. HQ SACT reserves the right to engage in Full and Open competition after exclusion of sources.

#### **13. Furnished Materials:**

For on-site work, HQ SACT shall provide all necessary working space; office furniture; telephones; computers, software, peripherals, and support equipment; office supplies; classified/unclassified storage space; and access to unclassified and classified NATO wide area networks (WAN) (granted on an as needed basis to individuals with appropriate security clearances) and the Internet for work to be performed at all NATO sites. Contractor personnel

are not authorized to make any permanent/semi-permanent physical modifications to the HQ SACT facilities. Contractors shall have full access to the Microsoft Office Suite, as well as Microsoft Project.

#### **14. Security:**

- a. Personnel Clearances. The Contractor shall be responsible for obtaining all needed security clearances prior to starting work on this SOW. All contractors must secure a minimum of a NATO SECRET level security clearance to work at HQ SACT in Norfolk. No clearance or waiver to this requirement shall be granted; no contractor shall be assigned without having the needed clearance in place. If the contractor cannot assign personnel with the required NATO SECRET security clearance on the start date, the contractor shall be liable for bid non-compliance or immediate contract termination. The contractor must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The contractor is fully responsible for arranging all work visas.
- b. The Contractor must adhere to current security conditions at HQ SACT and other work sites. The contractor shall comply with all local host nation, NATO security provisions and other policies and procedures, as required.
- c. The Contractor is fully responsible for ensuring that contractor personnel have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT facility.
- d. The Contractor shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in HQ SACT. The contractor shall be responsible for satisfying the necessary clearance from HQ SACT Security Office before bringing any such device into the HQ SACT work environment.
- e. 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.
- f. Building, Installation Access. The Contractor shall be fully responsible for ensuring that he/she has all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT facility. The Contractor Company shall submit requests for site access to SACT HQ, Attention Security Office, and 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.
- g. Electronic Devices. The Contractor shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in the HQ SACT. The Contractors 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.

#### **15. Export Control**

NATO nations have regulations and laws applying to the export of defense related goods/

services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations, NATO is considered a foreign entity. The following requirements of this statement of work are provided in order to allow the bidder/contractor the opportunity to assess the applicability of their pertinent national laws and regulations and take action, as required, (Reference, Part One A, Special Terms & Conditions). The services provided under this statement of work support NNEC. The services will be rendered at a maximum in the following locations: NATO member Nations, NATO Partnership for Peace countries and NATO Mediterranean Dialogue Countries. Persons exposed to the services performed under this SOW will be nationals of aforementioned countries and NATO member Nations working for NATO Nation Governments.

## **16. Intellectual Property**

All services, products, and intellectual property provided under this statement of work will be delivered for the sole ownership of and the copyright by HQ SACT.





**NORTH ATLANTIC TREATY ORGANISATION**  
**ORGANISATION DU TRAITÉ DE L'ATLANTIQUE NORD**  
HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION  
7857 BLANDY ROAD, SUITE 100  
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## **STATEMENT OF WORK (SOW) FOR STRATEGY ANALYST STRATEGIC ALTERNATIVES BRANCH**

### **17. Introduction**

- a. NATO established Headquarters Supreme Allied Commander Transformation (HQ SACT) in Norfolk, VA, in 2003 to lead transformation efforts and improve military capabilities to meet 21st century security and defense requirements. This work encompasses the need to enhance the Alliance's ability to apply a comprehensive approach to the conduct of future operations and engagement with partners, NATO's interaction with non-NATO entities that include states, non-state actors and international and non-governmental organizations.
- b. Pursuant to the decision by the North Atlantic Council to implement the NATO Command Structure Adaptation, ACT has developed a Strategic Alternatives Branch (SALT). The Branch provides the Commander with alternative ideas derived through the extensive use of data science and analytics that exist outside NATO's conventional processes in the service of Warfare Development.

### **18. Background**

SALT operates under the direction of the Deputy Chief of Staff (DCOS) for Strategic Plans & Policy (SPP). It studies complex challenges relevant to the security domain and in areas beyond NATO's traditional geographic and functional expertise. The Branch uses advanced research to improve rigor and responsiveness of transformational work. It provides scientific analysis to improve the depth and diversity of NATO's situational awareness and understanding, risk assessment, strategy, and decision making over the mid- to long-term horizon. The Branch coordinates with internal and external stakeholders including NATO Headquarters, Allied Command Operations, the public and private sectors, international and non-governmental organizations, civil society, and academia to ensure that latest concepts, technologies, and processes are applied to relevant work. The Branch is responsible for all outputs pertaining to the Command's Strategic Alternatives Programme of Work.

### **19. Rationale**

ACT established SALT in Jan 2019 with intent to achieve Final Operational Capability (FOC) in 2021. Currently, SALT consists of 12 Staff Officers, i.e., three NATO International Civilians and nine military officers. According to current prioritization, the civilian positions will not be filled until 2021.

In order to ensure the timely execution of the current workload, and to mitigate the current shortfall in manning, SALT requires contractor and temporary staff support to fulfil the tasks described in this SOW—and until the open positions have been sufficiently filled (>80%) and the Branch is fully operational.

## 20. Scope

The scope of this work is to drive improvements to the quality of NATO's situational awareness, risk assessment, strategy, and decision making over the mid- to long-term horizon through the application of corporate strategy and data analytics to improve organizational performance throughout the Alliance.

Corporate strategy is defined as the optimised capture of a firm's internal units, processes, and resources in the pursuit of defined goals and creation of value amidst uncertainty and complexity. It builds on competitive strategy, i.e., ensuring that the value of an enterprise as a whole is more than the sum of its parts, while ensuring compliance across economic, legal, and ethical lines in the generation of profit to shareholders, communities, customers, suppliers, and employees.<sup>2</sup>

Note: Data Science/analytics is a new phenomenon that emerged circa 2010. It is the art of turning data into actions through the creation of data products, which provide actionable information without exposing decision makers to the underlying data or analytics. It derives from the convergence of extremely large data sets, advances in computational power, and increasingly sophisticated algorithms that, combined, can produce timely, actionable information from diverse data sources to drive data products. Data science is largely synonymous to data mining and big data<sup>3</sup>

## 21. Type of Contract and Period of Performance

- c. Type of Contract. This is a Firm Fixed Price Level of Effort Contract in accordance with the Special and General Terms and Conditions.
- d. Period of Performance. The Period of Performance is for 1 August 2019-31 December 2019, with an optional extension of 12 months (1 January 2020 to 31 December 2020) and two more optional extensions of six (6) months each until 31 Dec 2021.

## 22. Estimated Level of Effort (LOE)

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<sup>2</sup> <https://iveybusinessjournal.com/publication/what-is-corporate-strategy-really/>. Accessed Mar 2019

<sup>3</sup> <sup>3</sup> Background to the history of data science and its emergence as a phenomenon circa 2011: <https://www.dataversity.net/brief-history-data-science/#>. Note the key para denoting 2011 as the breakout year: "In 2011, job listings for Data Scientists increased by **15,000%**. There was also an increase in seminars and conferences devoted specifically to Data Science and Big Data. Data Science had proven itself to be a source of profits and had become a part of corporate culture." <https://www.forbes.com/sites/gilpress/2013/05/28/a-very-short-history-of-data-science/#5cf4c38c55cf>. (written in 2013): The term "Data Science" has emerged only recently to specifically designate a new profession that is expected to make sense of the vast stores of big data. <https://datasciencedegree.wisconsin.edu/blog/history-of-data-science/>. [In 2010], data science began to take center stage against the backdrop of significant advancements in computing technology. For example, Apple introduced the iPad in January 2010. In June of that same year, Apple released its iPhone4. Consumers began to embrace technology—particularly mobile technology—at lightning speed. In July, Amazon published a press release stating that for the first time ever, it had sold more Kindle books than hardcover books. With faster processing speeds than ever before, technology took a giant leap into the new decade, blazing a trail for individuals ready and willing to conquer the mountain of big data that had only begun to grow.

- d. The Level of Effort (LOE) is as per the requirements stated herein, corresponding to a full-time (1800 hours per year), on-site allocation of one individual to complete the tasks and activities described in this SOW. 1800 hours of service is to be rendered by one Contractor Personnel within one calendar year.
- e. The Contractor shall contribute to the development of new deliverables and urging emerging work stands; and ensure the dissemination of the resulting products.
- f. The Contractor will support the aforementioned, with focus on the following:
- Unbiased advice to senior civilian and military leadership on issues to pertaining to defense and security strategy and policy. Contributes to strategic planning efforts that satisfy long-term needs of Warfare Development. Promotes improved decision-making regarding strategy and policy through experience in corporate strategy in the private sector. Monitors developments in alternative research and ties findings back to current policy and strategy work throughout NATO. Ensures coherent and comprehensive approaches to support Warfare Development. Understands the political context within NATO and shapes strategy and policy advice accordingly.
  - Analytical support to strategy development in conjunction with NATO Headquarters and NATO Military Authorities. Leads development of Command or Bi-Strategic Command-level strategic policy papers and inputs to the North Atlantic Council. Supports efforts within the Directorate to assist in the development of strategic concepts by providing a non-military perspective. Provides input to non-papers, presentations, guidance, and direction for all ACT pillars on issues relating to NATO strategy and policy from ACT and other NATO Agencies and Commands.
  - Editorial duties for research papers, ensuring high quality papers that meet MLA standards. Simplifies the strategic context to enable developers of military advice, strategy, policy and concepts to develop products.
  - Creates data visualization and audience-appropriate documentation of findings and approach.
  - Applies a range of analytical techniques, optimize current strategies, and produce actionable insights in the provision of unbiased recommendations to NATO's senior leadership. This line of work includes the use of adversarial and red-team approaches. Oversees the development of adversarial, war-gaming, and alternative analytical methods and activities within the Directorate.
  - Other job related duties as requested.
- g. In addition to the aforementioned, the completion of the following tasks is also required to support partnership-related efforts at HQ SACT. While some work can be completed outside the Command, the Contractor must be granted base access and possess a NATO SECRET clearance to complete all of the requirements:

- Inject expertise from the private sector, specifically pertaining to corporate strategy and process improvement.
- Analyze emerging trends throughout the international system, particularly from beyond NATO's traditional geographic and functional areas of expertise.
- Produce point papers, documents, briefings and final reports with a high degree of proficiency and efficiency as directed by established deadline.
- Support the implementation of findings and in ACT programs of work and, where appropriate, liaise with other NATO bodies and private sector counterparts.
- Populate, update, and administrate the digital library.
- Provide support to the team for conferences and other events.
- Fulfill further specific tasks directed by the Branch Head or the COTR in support of SPP collaborative efforts and other partnership related work strands.

### **23. Professional Qualifications and Personal Attributes**

This is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work. All employer responsibilities for the contractor individual performing under this contract shall lie with the Contractor. The support Contractor shall have the following qualifications at a minimum:

- h. 2 years minimum professional experience in the area international relations and security studies.
- i. Degree in field of Business Administration, Political Studies, International Relations, Security Studies, Governance or other related disciplines. Graduate work in data science is desired.
- j. 2 years minimum (within the last seven years) experience in management consulting in the private sector.
- k. NATO and / or military staff work experience is desirable, but not mandatory.
- l. Demonstrate experience in preparation and development of FOGO or civilian equivalent briefings, background papers, reports, and speeches.
- m. Valid NATO SECRET security clearance or national equivalent with NATO eligibility.
- n. Demonstrable proficiency in English Language.
- o. Be able to use contemporary office tools, including MS Office.

### **24. Place of Performance**

HQ SACT shall serve as the habitual location for performance under this contract. The contractors are expected to perform the majority of the required work at HQ SACT in Norfolk, United States or in alternate locations as per travel requirements at locations specified by the Contracting Officer's Technical Representative (COTR). It is anticipated that the Contractor may travel in Europe up to six times per year for a maximum duration of five days each trip.

### **25. Contract performance and administration**

- a. The Contractor will be assigned a COTR as designated by DCOS SPP, who shall provide direction, guidance, access to subject matter experts (SME), and support information for all technical and content areas of this SOW.

- b. The Contracting Officer (in the Purchasing and Contracts Branch) will assign a contracting officer's Technical Representative (COTR) to administer all contract details. The Contracting Officer has final authority (in consultation with the COTR) to determine if the contract/SOW should be amended, extended, modified or cancelled for evolving requirements, new tasking, and/or technical non-performance. The COTR shall:
  - i. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
  - ii. Review and approve all contractor duties for completeness and accuracy.
- c. Review the Contractor's work on a weekly basis or as needed.
- d. The COTR's written approval of work reported and deliverables submitted is mandatory for contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his or her roles and responsibilities to which he or she shall sign for formal acceptance.

## **26. Contractor Reporting:**

- a. The Contractor shall submit a monthly report to the Contracting Officer. COTR and the Contracting Officer detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:
  - i. Summary of work for tasking and deliverables during reporting period.
  - ii. Contract hours expended showing a comparison with budgeted hours.
  - iii. Current or anticipated problems/deficiencies and recommended solutions.
- b. 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 other reports that detail designated aspects of the work or methods to remedy problems and deficiencies. The Contracting Officer shall receive a minimum of a monthly report, regardless of COTR changes.
- c. The COTR may identify missing, erroneous, or unnecessary requirements and tasking. The contractor(s) are expected to work closely with other team members, SMEs, and designated HQ SACT personnel. Consequently, the Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how the problem shall be corrected and any impact to on-going work.

## **27. Proof of Past Performance:**

The Contractor Company is to provide a minimum of two past performance citations (for work within the past five years) to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW. The citations shall include the following information at a minimum:

- i. Summary of work performed that is similar to or directly relates to this SOW.
- j. Status of work (i.e., on-going, complete).
- k. Outcome of above mentioned work performed.
- l. Date of work performance.
- m. Summary of staff used (by number and position).
- n. Name of client.
- o. Complete contact information for client.
- p. Written permission to contact client (or employer) for reference.

## **28. Contractor Technical Evaluation:**

Each responding Contractor Company shall be judged on a combination of pricing and technical information provided in response to these SOW. Only candidates specifically offered within company proposals will be considered for contract award. Subject to evaluation synopsis, it may be determined to conduct interviews, of short-listed candidates. HQ SACT reserves the right to engage in Full and Open competition after exclusion of sources.

## **29. Furnished Materials:**

For on-site work, HQ SACT shall provide all necessary working space; office furniture; telephones; computers, software, peripherals, and support equipment; office supplies; classified/unclassified storage space; and access to unclassified and classified NATO wide area networks (WAN) (granted on an as needed basis to individuals with appropriate security clearances) and the Internet for work to be performed at all NATO sites. Contractor personnel are not authorized to make any permanent/semi-permanent physical modifications to the HQ SACT facilities. Contractors shall have full access to the Microsoft Office Suite, as well as Microsoft Project.

## **30. Security:**

- h. Personnel Clearances. The Contractor shall be responsible for obtaining all needed security clearances prior to starting work on this SOW. All contractors must secure a minimum of a NATO SECRET level security clearance to work at HQ SACT in Norfolk. No clearance or waiver to this requirement shall be granted; no contractor shall be assigned without having the needed clearance in place. If the contractor cannot assign personnel with the required NATO SECRET security clearance on the start date, the contractor shall be liable for bid non-compliance or immediate contract termination. The contractor must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The contractor is fully responsible for arranging all work visas.
- i. The Contractor must adhere to current security conditions at HQ SACT and other work sites. The contractor shall comply with all local host nation, NATO security provisions and other policies and procedures, as required.
- j. The Contractor is fully responsible for ensuring that contractor personnel have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT facility.
- k. The Contractor shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in HQ SACT. The contractor shall be responsible for satisfying the necessary clearance from HQ SACT Security Office before bringing any such device into the HQ SACT work environment.
- l. 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.

- m. Building, Installation Access. The Contractor shall be fully responsible for ensuring that he/she has all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT facility. The Contractor Company shall submit requests for site access to SACT HQ, Attention Security Office, and 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.
- n. Electronic Devices. The Contractor shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in the HQ SACT. The Contractors 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.

### **31. Export Control**

NATO nations have regulations and laws applying to the export of defense related goods/ services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations, NATO is considered a foreign entity. The following requirements of this statement of work are provided in order to allow the bidder/contractor the opportunity to assess the applicability of their pertinent national laws and regulations and take action, as required, (Reference, Part One A, Special Terms & Conditions). The services provided under this statement of work support NNEC. The services will be rendered at a maximum in the following locations: NATO member Nations, NATO Partnership for Peace countries and NATO Mediterranean Dialogue Countries. Persons exposed to the services performed under this SOW will be nationals of aforementioned countries and NATO member Nations working for NATO Nation Governments.

### **32. Intellectual Property**

All services, products, and intellectual property provided under this statement of work will be delivered for the sole ownership of and the copyright by HQ SACT.

# HQ SACT Special Terms and Conditions for Commercial Personnel Services Contracts

## 1. Scope

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

## 2. Type of Contract

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

## 3. Definitions

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



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

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

#### **4. Delivery of Service.**

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

#### **5. Exceptions from Delivery of Service.**

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

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

#### **6. Coordination of Delivery of Service and Personal Leave**

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

#### **7. Coordination of Absences**

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

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

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

## **8. Billable Hours**

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

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

## **9. Commitment of Contractor Personnel**

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

## **10. Deficient performance**

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

## **11. Contractor Responsibility for Contractor Personnel**

- a. 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.

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

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

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

## **12. Billing**

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

## **13. Billing for Travel**

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

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

- 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/contracting>.

#### **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 our other relevant information; as well as
- d. Any overtime shall be provided together with the requisite COTR request.

#### **15. Instructions for safety and management of the HQ**

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

#### **16. Work Space**

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

#### **17. Representation of HQ SACT/NATO**

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

#### **18. Ownership of Work Products**

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

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

## **19. Disclosure of Information**

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

19.1. Subject to this clause each party shall;

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

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

## **20. Assigning, Transferring, Pledging or Making Dispositions**

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

## **21. Subcontractors**

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

## **22. Indemnification**

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

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

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

### **23. Insurance and Liability**

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



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

#### **24. Equipment furnished by HQ SACT to the Contractor**

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

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

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

## **26. Privileges and Immunities.**

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

## **27. Force Majeure, and Other Changes in Conditions**

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

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

## **28. Nonwaiver of Rights.**

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

## **29. Non-exclusivity**

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

## **30. Modifications**

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

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

### **31. Audits and Investigations**

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

### **32. Source of Instructions**

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

### **33. Lawful Conduct and Officials Not to Benefit Personally**

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

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

#### **34. Child Labour and Sexual Exploitation of Others**

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

#### **35. Termination**

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

#### **36. HQ SACT may terminate the Contract**

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

### **37. In the event of any termination**

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

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

### **38. Immunity from Taxation**

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

## Annex A: TECHNICAL COMPLIANCE MATRIX FOR DATA SCIENCE

**Note:** A score of 0 (zero) points in any Criteria from 3 to 10 will result in **NONCOMPLIANCE definition: Data Science is a new phenomenon that emerged circa 2010.** It is the art of turning data into actions through the creation of data products, which provide actionable information without exposing decision makers to the underlying data or analytics. It derives from the convergence of extremely large data sets, advances in computational power, and increasingly sophisticated algorithms that, combined, can produce timely, actionable information from diverse data sources to drive data products. Data science is largely synonymous to data mining and big data.<sup>4</sup>

SALT data science contractor			
SERIAL	ITEM	COMPLIANT	NOT COMPLIANT
1	NATO or national SECRET Personal Security Clearance		
2	Minimum of one past performance citations within the last five years to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW.		
CRITERIA		RANGE	SCORE (120 Points Possible)
3	2 years minimum experience working in defence, corporate, or international establishments in areas of data science since 2010.	0 or <2 years: 0 2-3 years: 10 >3 years: 20	
4	Experience on major joint or international military staff that includes warfare development at the strategic level	<3 years: 1 3-5 years: 3 >5 years: 5	

<sup>4</sup> Background to the history of data science and its emergence as a phenomenon circa 2011: <https://www.dataversity.net/brief-history-data-science/#>. Note the key para denoting 2011 as the breakout year: "In 2011, job listings for Data Scientists increased by **15,000%**. There was also an increase in seminars and conferences devoted specifically to Data Science and Big Data. Data Science had proven itself to be a source of profits and had become a part of corporate culture." <https://www.forbes.com/sites/gilpress/2013/05/28/a-very-short-history-of-data-science/#5cf4c38c55cf>. (written in 2013): The term "Data Science" has emerged only recently to specifically designate a new profession that is expected to make sense of the vast stores of big data. <https://datasciencedegree.wisconsin.edu/blog/history-of-data-science/>. [In 2010], data science began to take center stage against the backdrop of significant advancements in computing technology. For example, Apple introduced the iPad in January 2010. In June of that same year, Apple released its iPhone4. Consumers began to embrace technology—particularly mobile technology—at lightning speed. In July, Amazon published a press release stating that for the first time ever, it had sold more Kindle books than hardcover books. With faster processing speeds than ever before, technology took a giant leap into the new decade, blazing a trail for individuals ready and willing to conquer the mountain of big data that had only begun to grow.



5	Familiarity with data science best practice, particularly applied mathematics or programming since 2010	cumulative (20 MAXIMUM POINTS): Programming: 2 IT Infrastructure: 4 Subject-Matter Expertise: 6 Mathematics: 8	
6	Experience in working on data science teams, preferably at the start-up stage since 2010	0 or <1 years: 0 1-3 years: 5 >3 years: 10	
7	Degree in a field related to data science post-2010 such as data science, data analytics, mathematics, software engineering, or programming. Alternatively, a degree in a related field with a minimum of two years of demonstrable activity in a data science community, e.g., Kaggle, may suffice.	<2-year degree or no degree: 0 2-year degree or equivalent: 3 4-year degree or equivalent: 5 Masters degree: 10 PhD: 15	
8	Possesses expertise in key field of data science since 2010	cumulative (10 MAXIMUM POINTS): Hardware Support: 1 Programming: 2 Visualisation: 3 Mathematics: 4	
9	Published work in the field of data science within the last five years	None: 1 In a professional journal: 10 In a peer-reviewed journal: 20	
10	Experience in working in the infusion of data science-related insights into policy and guidance at the strategic level, either in government or the private, or non-profit sectors	0 or <2 years: 0 2-3 years: 5 >3 years: 10	
11	Experience in global affairs beyond NATO's traditional or functional expertise, i.e., beyond Europe or military affairs	None:0 <2 years: 3 >2 years: 5	
12	Experience in alternative analysis or red-teaming efforts	None:0 <2 years: 3 >2 years: 5	

## Annex A: TECHNICAL COMPLIANCE MATRIX FOR STRATEGY ANALYST

**Note:** A score of 0 (zero) points in any Criteria from 3 to 7 will result in **NONCOMPLIANCE**.

**definition:** Corporate strategy is the optimised capture of a firm's internal units, processes, and resources in the pursuit of defined goals and creation of value amidst uncertainty and complexity. It builds on competitive strategy, i.e., ensuring that the value of an enterprise as a whole is more than the sum of its parts, while ensuring compliance across economic, legal, and ethical lines in the generation of profit to shareholders, communities, customers, suppliers, and employees.<sup>5</sup>

<b>SALT strategy contractor</b>			
<b>SERIAL</b>	<b>ITEM</b>	<b>COMPLIANT</b>	<b>NOT COMPLIANT</b>
1	NATO or national SECRET Personal Security Clearance		
2	Minimum of one past performance citations within the last five years to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW.		
<b>CRITERIA</b>		<b>RANGE</b>	<b>SCORE (100 Points Possible)</b>
3	2 years minimum professional experience in the area of international relations and security studies	0 or <2 years: 0 2-3 years: 10 >3 years: 20	
4	Familiarity with strategy best practise, particularly corporate strategy in the private sector.	0 or <2 years: 0 2-3 years: 5 >3 years: 10	
5	Experience in working in the translation of policy and guidance at the strategic level, either in government or the private, or non-profit sectors	0 or <2 years: 0 2-3 years: 1 3-5 years: 7 6-10 years: 10 >10 years: 20	
6	Degree in a field related to corporate strategy or business such as Business Administration, Political Studies, International Relations, Security Studies, and Governance.	<2-year degree or no degree: 0 2-year degree or equivalent: 3 4-year degree	

<sup>5</sup> <https://iveybusinessjournal.com/publication/what-is-corporate-strategy-really/>. Accessed Mar 2019

		or equivalent: 5 Masters degree: 10 PhD: 15	
7	2 years minimum (within the last seven years) experience in management consulting in the private sector—someone who consulted for a private company, not someone employed by a private company to consult for a government entity.	0 or <2 years: 0 2-3 years: 5 3-5 years: 10 6+ years: 15	
8	Published work in the field of corporate strategy within the last five years	None: 1 In a professional journal: 10 In a peer-reviewed journal: 20	