



**NORTH ATLANTIC TREATY ORGANIZATION
JOINT ANALYSIS AND LESSONS LEARNED CENTRE**
Avenida Tenente Martins, Monsanto
1500-589 Lisboa
Portugal



**HEATING, VENTILATION, AIR CONDITIONING, MAINTENANCE FOR
JOINT ANALYSIS LESSONS LEARNED CENTRE (JALLC)**

REQUEST FOR QUOTATION JALLC-2021-001

(RFQ-JALLC-2021-001)

Part 1 Bidding Instructions

TABLE OF CONTENTS

1. General
2. Classification
3. Definitions
4. Eligibility
5. Duration of the Contract
6. Exemption of Taxes
7. Amendment or Cancellations
8. Clarifications
9. Bid Closing Date
10. Bid Validity
11. Contents of Proposal
12. Proposal Submission
13. Late Proposals
14. Bid Withdrawal
15. Bid Evaluation
16. Clarifications
17. Award
18. Communications
19. Points of Contact

ENCLOSURES:

- 1: Proposal Checklist
- 2: Address Label (Point of Contact)
- 3: Compliance Statement
- 4: Past Performance
- 5: Mandatory Price Proposal format
- 6: Statement of Work/ Annex A

PART 1 BIDDING INSTRUCTIONS

1. General.

This is a **firm fixed price deliverables contract** for the acquisition of preventive maintenance and repair support services for HVAC facilities of JALLC, Monsanto, Lisbon.

2. Classification.

This RFQ is an UNCLASSIFIED document.

3. Definitions

- a) The “Prospective Bidder”, shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this RFQ, and has indicated thereon its intention without commitment, to participate in this RFQ.
- b) The term “Bidder”, shall refer to the bidding entity that has completed a bid in response to this RFQ.
- c) The term Contractor shall refer to the bidding entity to which the contract is awarded.
- d) The term “Contracting Officer” designates the official who executes this RFQ on behalf of JALLC.
- e) “Contracting Officer`s Technical Representative” or “COTR” is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
- f) The term “JALLC” shall refer to the Joint Analysis Lessons Learned Centre.
- g) The term “ACT” shall refer to Allied Commander Transformation.
- h) The term “NATO”, shall refer to the North Atlantic Treaty Organisation.
- i) Interpret the term “days” as used in this RFQ shall, unless otherwise stated, as meaning calendar days.

4. Eligibility.

This RFQ is open to companies:

- (a) Established in a North Atlantic Treaty Organization Alliance member nation.
- (b) Working as licensed general contractors in the required field and legally authorised to operate in Portugal, at the time of bidding.

(c) That have performed the desired past performance, including size, cost and scope, as described in this RFQ.

5. Duration of Contract

Six-month period from **01 July 2021 to 31 December 2021** plus two (2) option years (option years to be confirmed on a yearly basis with a notification letter):

- 01 January 2022 to 31 December 2022
- 01 January 2023 to 31 December 2023

6. Exemption of taxes.

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

7. Amendment or Cancellation.

(a) JALLC reserves the right to amend or delete any one or more of the terms, conditions or provisions of the RFQ prior to the date set for bid closing. A solicitation amendment or amendments shall announce such action.

(b) JALLC reserves the right to cancel, at any time, this RFQ either partially or in its entirety. No legal liability on the part of JALLC shall be considered for recovery of costs in connection to bid preparation. All efforts undertaken by any bidder shall be done considering and accepting, that no costs shall be recovered from JALLC. If this RFQ is cancelled any/all received bids shall be returned unopened, per the bidder's request.

8. Clarifications (Q&As).

(a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this RFQ, 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 two (2) calendar days prior to the bid closing date.

(b) Site visits dates to be scheduled on **7, 8 and/ or 11 June 2021** from 1000H to 1200H and 1330H to 1500H.

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

(d) The bidder shall submit with the bid, evidence of documented contracts for maintenance and repair of similar sized equipment and systems. The bidder will provide the names and addresses of at least 3 customers with whom the bidder has documented contracts in excess of €7.500,00 per year for similar scope of work, including contact information.

9. Bid closing date.

(a) Bids shall be received at JALLC, Purchasing and Contracting Office, no later than **21 June 2021 at 12H30** Lisbon Time, GMT, PORTUGAL. No bids shall be accepted after this time and date.

10. Bid Validity.

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

11. Contents of Proposal.

The proposal shall consist of **electronic copies only**, A) e-mailed as one single PDF file version for the technical proposal and B) e-mailed as one single PDF file version for the price proposal. Both the technical and price proposals are required no later than **21 June 2021, 12H30 Lisbon time, GMT, Portugal**.

NO PAPER COPY PROPOSALS ARE REQUIRED!

- (a) A table of contents for the entire proposal (Checklist) **(Enclosure #1)**
- (b) POC Label with the bidder's full name, address, Point of Contacts, Telephone, E-mail address, Fax number, and Internet site **(Enclosure #2);**
- (c) Compliance statement **(Enclosure #3);**
- (d) Past performance data **(Enclosure #4);**
- (e) Company price proposal (4 tables) **(Enclosure #5);**
- (f) Technical Proposal - Statement of Work **(Enclosure #6);**
- (g) Provision of administrative and technical volumes - appropriate administrative and technical documentation to determine whether proposed goods, services, terms and conditions unequivocally comply with all the requirements of this RFP, including resumes, qualifications for all designated personnel and company certifications.

12. Proposal Submission.

(a) Proposals shall be submitted via two separate e-mails, one containing a single PDF Technical volume and one containing a single PDF Price volume. The e-mail title shall clearly cite the RFQ Solicitation reference number and identify if it is Technical or Pricing. E-mails should be sent to the identified Contracting Officers and internal company personnel **ONLY**.

(b) **Price proposals shall be in EURO currency.**

(c) Prices shall be on a Firm Fixed Price Deliverables Basis and include any relevant discount schedule.

(d) 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 at www.jallc.nato.int/business-opportunities.

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

(f) 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.

13. Late Proposals.

(a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches JALLC prior to the established closing date and time. All late bids shall not be opened. Only if it can be unequivocally demonstrated that the late arrival of the e-mail with the bid package was the result of NATO staff negligence (mishandling) shall the bid be considered.

(b) Should the technical package be too large to be sent in one single email, exceptionally, it can be divided into two parts, to reach the JALLC's email on time.

(c) A delay in a commercial courier service does not constitute a delay by NATO or government channels.

14. Bid Withdrawal.

(a) A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing or by email, with attention to the JALLC Contracting Officer. Therefore, the e-mail with the proposal shall remain unopened.

15. Bid Evaluation.

- (a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of JALLC. Contract award shall be based upon the **Best Value Compliant Bid to NATO with 60% technical/ 40% price weight**. Such determinations shall be consistent with the evaluation criteria specified in the RFQ. JALLC is not responsible for any content that is not clearly identified in any proposal package.
- (b) Proposals shall be evaluated under a combination of the following factors:
- (1) **Non-Cost Related Factors** (Administrative / Technical documentation):
 - (a) Proposal submission on time;
 - (b) Compliance with the eligibility criteria. (Pass/Fail) see Table 1;
 - (c) Successful submission of bid packages and requested Enclosures, as listed in this RFP. (Pass/Fail);
 - (d) Successful determination of Technical compliance. (Pass/Fail – min. scoring)
 - (e) Attendance to the onsite Survey Day. (Pass/Fail) – the current provider is exempt from attending to the site survey;
 - (2) Cost related Factors:
 - (a) Successful cost price criteria: **Best Value Compliant Offer to NATO (with a 60% technical / 40% price weight.)**
 - (b) Upon determination that the Technical volume is responsive and technically compliant, such offers shall be forwarded to the next phase (price) of the Contract Award two-step process.
 - (c) Contracting Officers shall open and record the price proposals of the Technically Compliant offers.

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

NATO will collect information from references provided by the Offeror in regard to its past performance. The Offeror must provide the information requested for performance risk evaluation, or affirmatively state that it possesses no directly related or similar past performance. Firms lacking relevant past performance shall receive an “unknown” evaluation for performance risk.

16. Clarifications.

- (a) During the entire evaluation process JALLC reserves the right to discuss any bid with the offeror to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of non-compliance.

17. Award.

- (a) JALLC contemplates to award to a single source.
- (b) JALLC shall award the contract to the Bidder whose conforming proposal represents the Best Value Technically Acceptable Offer.
- (c) JALLC reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this RFQ.
- (d) Contract Award date is anticipated **24 June 2021**.

18. Communications.

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

19. Points of contact for the RFQ:

- Mrs. Carla Ferreira, Administrator, 351 - 217 717 031
Carla.ferreira@jallc.nato.int
- LT Mark Macsule, JALLC Contracting Officer 00 1 - 757-747-3612
Mark.macsule@act.nato.int
- Ms Kellie Hagen, JALLC Contracting Officer 00 1 - 7757-747-4180
Kellie.hagen@act.nato.int
- LCDR Brandon Stewart, JALLC Contracting Officer 00 - 1 757-747-3977
Brandon.stewart@act.nato.in

For the **mandatory site Survey** only – date and time to be scheduled with:

- Mr. David Peixoto - Support Branch, 351 – 217 717 006
Jallc.registry@jallc.nato.int

Alternatively, all correspondence can be sent to:

JALLC – Joint Analysis and Lessons Learned Centre
Purchasing & Contracting - BUDFIN Branch
RFQ-JALLC-2021-001
Av. Tenente Martins, Monsanto,
1500-589 LISBOA

PROPOSAL CONTENT / CHECKLIST

Table of Contents

- Proposal checklist
- Point of Contact
- Compliance Statement
- Past performance (including References)
- Price Proposal
- Technical Proposal and documentation as per SOW (including CV's)

This Enclosure is designed to assist the respective company provide JALLC with all necessary

Enclosure 2

• **BIDDER'S POINTS OF CONTACT**

- **Company Name:** _____
- **Company address:** _____
- **Company website:** _____
- **Company telephone:** _____

- **POC Name 1:** _____
- **Direct Telephone/ Mobile:** _____
- **Email address:** _____

(if required)

- **POC Name 2:** _____
- **Direct Telephone/ Mobile:** _____
- **Email address:** _____

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

Enclosure 3

COMPLIANCE STATEMENT TO SEALED BID RFQ-JALLC-21-01

It is hereby stated that our company has read and understands all documentation issued as part of RFQ-JALLC-2021-001. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of RFQ-JALLC-2021-001, and the intended contract with the following exception(s); such exemptions are considered non-substantial to the JALLC solicitation provisions issued.

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

Company: _____ Signature: _____

Name & Title: _____ Date: _____

Company Bid Reference: _____

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

(j) Complete Contact Information for client:

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

Name/Signature of Authorized Company Official

RFQ-JALLC-2021-001, While the proposed hourly rates must be fully “loaded” (G&A, O/H, etc.) 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, Section 24 “Contractor Travel”.

Enclosure 5

PRICE PROPOSAL

SUBJECT: RFQ-JALLC-2021-001 Price Proposal

Please find on behalf of **[Insert: Company Name]** to provide JALLC with services (collectively referred as “ITEMS”), subject to the provisions, terms and conditions stated in RFQ- JALLC-2021-001 and the “**[Insert : Company Name]** Technical proposal”, submitted in accordance with solicitation provisions.

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

RFQ-JALLC-2021-001, While the proposed hourly rates must be fully “loaded” (G&A, O/H, etc.) 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, Section 24 “Contractor Travel”.

FIRM FIXED PRICE DELIVERABLES

Enclosure#5

PRICE PROPOSAL FOR PREVENTIVE & CORRECTIVE MAINTENANCE

ITEM	CATEGORY	2021	2022	2023	2021 - 2023
		01JUL2021 - 31DEC2021	01JAN2022 - 31DEC2022	01JAN2023 - 31DEC2023	TOTAL 30-MONTH PERIOD
001	PERIODIC (MONTHLY) PREVENTIVE HVAC MAINTENANCE SERVICES AS PER ENCLOSED SOW - JALLC (LISBON) – ALL INCLUDED.	€	€	€	€

ITEM	PERIOD	CATEGORY	WORKING DAYS		SATURDAYS		SUNDAYS & HOLIDAYS	
			SCHEDULE 9H00 - 16H30	SCHEDULE 17H00 - 24H00	SCHEDULE 9H00 - 16H30	SCHEDULE 17H00 - 24H00	SCHEDULE 9H00 - 16H30	SCHEDULE 17H00 - 24H00
			Hourly rate €					
001	Base Period 6-months (2021)	CORRECTIVE MAINTENANCE SERVICES BY CERTIFIED TECHNICIAN(S)						
001	Option Year1 2022	CORRECTIVE MAINTENANCE SERVICES BY CERTIFIED TECHNICIAN(S)						
001	Option Year2 2023	CORRECTIVE MAINTENANCE SERVICES BY CERTIFIED TECHNICIAN(S)						

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

RFQ-JALLC-2021-001, While the proposed hourly rates must be fully “loaded” (G&A, O/H, etc.) 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, Section 24 “Contractor Travel”.

PRICE LIST FOR MAIN PARTS (CORRECTIVE MAINTENANCE)

Enclosure#5

ITEM	UM	QT.	UNIT PRICE
Cárter do aquecedor unidade close control da Sala de Servidores	Un.	1	€
Sondas do permutador dos chillers	Un.	1	€
Kit de adaptação do tratamento de águas dos chillers	Un.	1	€
Daikin VAN 1000F Air Filter and Assembly element	Un.	1	€
Daikin VAN 1500F Air Filter and Assembly element	Un.	1	€
Vasos desumidificadores da unidade close control da Sala de Servidores	Un.	1	€
Motor de ventilador da unidade exterior da Sala de Servidores	Un.	1	€
Compressor da unidade close control da Sala de Servidores	Un.	1	€
Descalcificador do tratamento de águas dos chillers	Un.	1	€
Transducers da Unidade close control da Sala de Servidores	Un.	1	€

Note:

Proposed rates must be fully "loaded" and shall include all associated costs.

All amounts are VAT excluded.

Authorizing company Official: _____

Printed Name: _____

Position: _____

Title: _____

Authorizing company (signature): _____ Date: _____

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

RFQ-JALLC-2021-001, While the proposed hourly rates must be fully “loaded” (G&A, O/H, etc.) 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, Section 24 “Contractor Travel”.

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 _____

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

Enclosure 6

[TECHNICAL PROPOSAL]

Part 2

STATEMENT OF WORK

Support to the Joint Analysis Lessons Learned Centre

HVAC Full Maintenance Service

1. Introduction

The Joint Analysis and Lessons Learned Centre (JALLC) is NATO's centre for performing Joint Analysis of operations, training, exercises and experiments, based on joint analysis requirements generated by both NATO strategic commands. The JALLC supports the exchange of Lessons Learned (LL) and facilitates the development of Lessons Learned Capabilities, reinforcing the continuous transformation and modernization of NATO's forces and capabilities.

The JALLC is located in Lisbon, Portugal, and runs its business on a two-floor building with 39 offices and meeting rooms.

2. Background

The Support Branch requires a support arrangement, for the performance of services at JALLC. The services required are to provide JALLC with a full service maintenance agreement on all components of the Heating, Ventilation, and Air Conditioning (HVAC) system.

3. Objectives

The aim of this Request for Quotation (RFQ) and issuing contract is to ensure the provision of **preventive maintenance services** and **corrective support services** for the JALLC HVAC facilities to ensure correct proper functioning.

The Contractor will repair or replace worn parts or complete components covered under this contract with new parts. All labour, repair, and replacement parts, components, and devices for the mechanical systems and equipment shall be provided by the contractor and be included in the cost of this contract.

4. Type of Contract

This is a firm fixed price deliverables contract for the acquisition of preventive maintenance and repair support services for HVAC facilities of JALLC, Lisbon, Portugal.

5. Period of Performance of Contract

The period of performance of this contract is based on a **six-month period** plus two (2) option years:

- 01 July 2021 to 31 December 2021;
- 01 January 2022 to 31 December 2022 and
- 01 January 2023 to 31 December 2023.

6. Contractor Requirements

The Contractor shall provide the labour, management, equipment, transportation, inspection, and material to provide the deliverables from this Statement of Work. The contractor shall ensure that both scheduled monthly preventive maintenance and corrective support services are accomplished at a fair market price and are provided within a reasonable delivery time during the contract period of performance

7. Qualifications

The Contractor shall meet the minimum following qualifications:

a. The contractor must have a valid certification issued by a national accredited entity or equal foreigner entity concerning the Installation, Repair, Maintenance or Technical Assistance and Dismantling of HVAC Equipment's Containing Fluorinated Gases, under the terms and conditions from *Regulamento (UE) nº 517/2014, Regulamento de Execução (UE) 2015/2067 and Decreto-Lei nº 145/2017, 30 November*.

b. The Contractor must have at a minimum one of three valid certifications issued by accredited organizations under Sistema Português da Qualidade (SPQ) or equal foreigner organizations, in accordance with the following standards (or equal):

- i. Sistema de gestão de qualidade - NP EN ISO 9001;
- ii. Sistema de gestão ambiental - NP EN ISO 14001;
- iii. Sistema de gestão de segurança e saúde no trabalho - OHSAS 18001 / NP 4397.

c. The selected firm shall employ a sufficient number of qualified mechanics and technicians. For this purposes, the company shall employ at a minimum the following certified employees:

i. 1 (one) technician certified by ADENE (*Agência para a Energia – Portuguese Agency for Energy*) as TIM-III (*Técnico de Instalação e Manutenção de edifícios e sistemas com potência térmica nominal superior a 100 kW – Technician for installation and maintenance of buildings and systems with rated thermal power above 100kW*);

ii. 1 (one) technician certified by a national accredited entity or equal foreigner entity for the Installation, Repair, Maintenance or Technical Assistance and Dismantling of HVAC Equipment's Containing Fluorinated Gases (Category I).

d. Have the ability to provide 24/7 - 365-day service and repair.

e. Shall have an office within 50 Km from the site location of JALLC, Monsanto, Lisbon.

f. Be able to respond within 12 (twelve) hours.

g. Considering the sensible nature of the JALLC's Server Room and therein installed equipment, the contractor shall be able to respond within a 2 (two) hours timeframe for any emergency service orders to minimize and mitigate damage to building, ground structure and installed equipment and systems as well as damage to personnel.

h. Bidders must use only staff which are trained and qualified to provide HVAC services. The bidder will provide, as part of his bid, the name, qualifications and certifications of each person who will be assigned to this contract service agreement. Qualifications shall include a listing of technical training, schools or apprenticeships for each employee.

i. The bidder shall submit with the bid, evidence of documented contracts for maintenance and repair of similar sized equipment and systems. The bidder will provide the names and addresses of at least 3 costumers with whom the bidder has documented contracts in excess of EURO 7,500/year for similar scope of work, including contact name, e-mail address, address and telephone.

j. Due to the critical nature of the facilities served by the equipment listed in this proposal, bidders shall demonstrate the ability to obtain repair parts, either from stock or from their distributors in a rapid manner. Evidence shall include letters from Credit Managers of the Supply Firms listed as the bidder's primary suppliers of parts and equipment, as well as evidence of the ability to obtain parts for each equipment manufacturer listed in Equipment List or to provide alternative or compatible solutions.

k. In the event of equipment failure that cannot be repaired within three (3) calendar days, the contractor shall provide at his expense, supplemental cooling as required to maintain comfortable building conditions and/or protect the equipment in the computer rooms covered by this contract. Such equipment could include, but is not necessarily limited to portable chillers, spot coolers, fans and all miscellaneous appurtenances required to operate the temporary equipment. All connections, both piping and electrical as well as any transformers, controls, etc. are also the responsibility of the contractor.

8. Experience

The Contractor shall have a minimum of 20 years' experience in providing Full Coverage HVAC Maintenance programs.

9. Contractor Performance Reporting.

a. **Supervision:** The contractor shall report directly to the Contracting Officer Technical Representative (COTR). The COTR can recommend to the Contracting Officer, who has final authority that the contract/SOW be amended, extended or cancelled for evolving requirements, new tasking and/or technical non-performance.

b. The COTR (or designated representative) shall provide direction, guidance, and support information, as needed, for all technical and content areas of the SOW, especially the tasking and deliverables.

c. The COTR shall:

i. On behalf of the Contracting Officer, attempt to resolve outstanding disputes, problems, deficiencies,

and/or questions on the technical aspects of the SOW.

ii. Review (and approve) all Contractor tasking and deliverables for completeness and accuracy.

iii. The COTR shall review the Contractor's work at a minimum of monthly, or more often if needed. The COTR's written approval of work performed is mandatory for Contractor invoices to be successfully processed.

d. **Schedule of Work:** All work for the JALLC shall be scheduled and completed in an expeditious manner. Contractor will perform **preventive maintenance services** during JALLC working hours (Monday to Friday, from 09:00 to 16:30). For **corrective support services**, the contractor shall be available within a 12 hours timeframe, or 2 hours' time frame for the server room, unless otherwise specified.

e. **Work Standards:** The contractor agrees that all work shall be performed under the supervision of contractor personnel trained, skilled and experienced. Performance shall also include site clean-up of displaced parts and packing materials upon completion of individual tasking.

10. Place of Performance

On-site work, at Joint Analysis and Lessons Learned Centre, Avenida Tenente Martins, 1500-589 Monsanto, Lisboa.

11. Security

a. **Security Clearance:** This Acquisition does not require a NATO Security Clearance. However, due to the secure nature of the JALLC facility, all contractor personnel shall be escorted at all times when conducting preventive or correction maintenances.

b. **Criminal Record:** The contracting firm will be responsible for obtaining and providing JALLC with a National Criminal Record on an annual basis (by 15 February of each Fiscal Year), on all contractor personnel prior starting works as indicated in this document. No contractor personnel will be assigned to the JALLC should their criminal record state any convictions for illegal drugs, assault and battery, domestic violence, larceny, fraud or any felony offense. For the base period in 2021, criminal records are required to be submitted within one month upon the award of the contract to the winning bidder.

c. **Security Conditions:** The contractor must adhere to the current security directives and conditions at JALLC, as required.

d. **Building installation access and conditions:** The contractor will be responsible to provide the required information of the contractor personnel in order to ensure the proper access to the facilities. The contractor personnel shall follow the JALLC Health, Safety and personal conduct directives and guidance, including those necessary for interim mitigation in response to developing crisis (i.e. COVID-19).

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

12. Points of Contact

The Budget and Finance Branch Point of Contact for this acquisition:

Mrs. Carla Ferreira, Administrator - Procurement & Fiscal Immunities +351 217 717 031;
Carla.Ferreira@jallc.nato.int

LT Mark Macsule, JALLC Contracting Officer 00 1 - 757-747-3612
Mark.macsule@act.nato.int

Ms Kellie Hagen, JALLC Contracting Officer 00 1 - 7757-747-4180
Kellie.hagen@act.nato.int

LCDR Brandon Stewart, JALLC Contracting Officer 00 - 1 757-747-3977
Brandon.stewart@act.nato.in

TECHNICAL REQUIREMENTS

A. Preventive Maintenance Services

(1) The contractor will perform periodic **preventive maintenance services** on a monthly basis in accordance with the scheduled maintenance tasks and equipment referred in **ANNEX I – 1**).

(2) All labour, travel costs and consumables required to perform HVAC periodic preventive maintenance services shall be included in the proposed monthly fee.

(3) All consumables to be estimated for annual quantities in the proposal and to be considered as included in the proposed monthly fee and provided by the contractor referred in **ANNEX I – 3**).

(4) The following is not included in the preventive maintenance services monthly fee:

1. Acquisition and replacement of defective parts, except those covered by warranty and those damaged as a result of contractor's personnel negligence when executing maintenance services;
2. All service repairs conducted as a result of damages caused by JALLC personnel negligence, deliberate accidents or catastrophic causes;
3. Corrective Support Services.

(5) Maintenance teams shall include at the minimum the following personnel:

(a) One qualified technician experienced in HVAC maintenance services, duly certified by ADENE (Agência para a Energia - Portuguese Agency for Energy) as TIM-III (Técnico de Instalação e Manutenção de edifícios e sistemas com potência térmica nominal superior a 100 kW – Technician for installation and maintenance of buildings and systems with rated thermal power above 100kW) and , who can accumulate coordination and management duties during the execution of maintenance services;

(b) One Technical Assistant with the proper professional experience and skills.

(6) Upon completion of each monthly preventive maintenance services, the contractor shall deliver a report (*Relatório de Assistência*) to include all preventive tasks performed on each period and any identified defects that require corrective support services.

B. Corrective Support Services

(1) In addition to the services mentioned in the Preventive Maintenance Requirements numbers, the contractor shall ensure the provision of permanent technical support for any

requested corrective support services, available 24 hours/day, 365 days/year, with a maximum response of 12 hours upon notification. (Except for the **sever room** – max. 2-hour response is required).

(2) Labour prices applicable to corrective support services are to be annually agreed in accordance with the table format referred in the **Price Enclosure**.

(3) Corrective Support Services shall be performed on a “demand-basis” and shall be invoiced separately. The following procedure is to be considered:

(a) The JALLC shall report any faults or defects that requires immediate corrective services, when those are not identified by the contractor during the monthly preventive maintenance services;

(b) The contractor shall submit a quotation for each required corrective support services to include all associated costs (labour, material etc.);

(c) The JALLC shall submit a Purchase Order to the contractor for each approved quotation;

(d) The contractor shall submit a separate invoice for each awarded corrective support service;

(e) The Contractor will not render any services without an approved Purchase Order.

(4) Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than one (1) year starting at the time the part is received back at the user’s location. A price list of parts is to be provided, as per **Annex I – 2**).

(5) **Supplemental requirements:** In the event of equipment failure cannot be repaired within 3 (three) calendar days, the contractor shall provide, at his expense, supplemental cooling as required to maintain comfortable building conditions and/or **protect the equipment in the computer/ server rooms** covered by this contract. Such equipment could include, but is not necessarily limited to portable chillers, spot coolers, fans and all miscellaneous appurtenances required to operate the temporary equipment. All connections, both piping and electrical as well as any transformers, controls, etc. are also the responsibility of the contractor. To be included listed and quoted as per **ANNEX I – 4)**

NATO UNCLASSIFIED

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Annex I

1)

PREVENTIVE MAINTENANCE SERVICES SCHEDULE AND EQUIPMENTS

The preventive maintenance schedule is the responsibility of the selected firm and shall not be limited to the major pieces of equipment listed herein but also is meant to include all devices and systems that are related to the heating, ventilation, and airconditioning systems. Included equipment is as follows:

Location:

Avenida Tenente Martins, 1500-589 Lisboa

Equipment:

- a. Chillers - Carrier 30RH (2 units);
- b. Pumps - Grundfoss (4 units);
- c. Water Treatment System – Enkrott (1 unit);
- d. Cassette Fan Convectors – IMI CWC 875 (41 units);
- e. Energy Recovery Units – Daikin HRV (3 units);
- f. Valves, Electrical Command Board and Automation;
- g. Air Conditioning Unit – Emerson *Liebert Hiross* HPM at the Server Room (2 units);
- h. DAIKIN INVERTOR FTX 53562V1B located at the Crypto Room (1 unit);
- i. Daikin FTXA50A2V1BT and Daikin R32 Split RXA50B2V1B located at the Meeting Room (1 Unit each).

The general services listed below shall apply to the systems and equipment as described above. This preventive maintenance work shall be provided monthly, including start-up and shut down, if applicable.

1 MANDATORY MAINTENANCE WORKS

- a. Cleaning and sanitizing of the entire HVAC system with disinfectant and Degreaser liquids and Descale Solvents
(Limpeza e higienização de todo o Sistema AVAC com líquido de infectante e com desengordurante e desincrustante)
- b. Cleaning of batteries, trays and branches
(Lavagem de baterias, tabuleiros e ramais)
- c. Cleaning of all air filters
(Lavagem de todos os filtros de ar)
- d. Checking the tightness of refrigeration circuits, temperature measurements, electrical and mechanical retightening
(Verificação da estanquidade dos circuitos frigoríficos, medições de temperaturas, reapertos elétricos e mecânicos)
- e. Verification of water treatment, circulating pumps and deposits
(Verificação do tratamento de águas, bombas circuladoras e depósitos)
- f. Verification of fire logs, ventilation systems and filtration section
(Verificação dos registos corta-fogo, sistemas de ventilação e secção de filtragem)
- g. Verification of the Electrical/Synoptic board and all the installation
(Verificação do QCAC e toda a instalação)

2 MANDATORY MAINTENANCE WORKS (SUMMER/WINTER)

CENTRIFUGAL FANS (VENTILADORES CENTRÍFUGOS)

- Verification of alignment and tightening of the pulleys
(Verificação de alinhamento e aperto das polias)
- Search for vibrations and abnormal noises
(Pesquisa de vibrações e ruídos anormais)
- Measurement of absorbed current intensity and check / adjust thermal plates;
(Medição de intensidade de corrente absorvida e verificar / ajustar placas térmicas).
- Touch up corrosion points
(Retocar pontos de corrosão)

AUTOMATIC REGULATING VALVES (VÁLVULAS AUTOMÁTICAS DE REGULAÇÃO)

- Check operation and fine tune if necessary
(Verificar funcionamento e afinar se necessário)

ELECTRO-PUMPS GROUP (GRUPOS ELECTRO – BOMBAS)

- Check operation - pressure, noise, vibrations
(Verificar funcionamento - pressão, ruídos, vibrações)
- Retighten cable glands / replace packing if necessary
(Reapertar buçins / substituir empanques se necessário).
- Check alignment
(Verificar alinhamento)

NATO UNCLASSIFIED

STATEMENT OF WORK (SOW) HVAC MAINTENANCE SERVICES - Annex I

- Measure absorbed current intensity and check / adjust protection
(*Medir intensidade de corrente absorvida e verificar / ajustar protecção*)
- Lubricate the bearings
(*Lubrificar as chumaceiras*)

WATER TREATMENT SYSTEMS - DECALCIFICATION (POSTOS DE TRATAMENTO DE ÁGUA - DESCALCIFICAÇÃO)

- Check product quantity;
(*Verificar quantidade de produto*)
- Collect water for analysis;
(*Colher água para análise*)
- Check operation and regeneration;
(*Verificar o funcionamento e regeneração*)
- Adjust dosing pump if necessary - treatment;
(*Ajustar bomba doseadora se necessário - tratamento*)

GRUPOS REFRIGERAÇÃO DE ÁGUA - CHILLERS – (WATER COOLING GROUPS - CHILLERS)

- Clean condensers before starting Air Cooling;
(*Limpar condensadores antes do arranque Arrefecimento a Ar*)
- Search for leaks;
(*Fazer pesquisa de fugas*)
- Test and fine-tune, if necessary, control and safety bodies;
(*Testar e afinar se necessário, órgãos de controle e segurança*)
- Check oil and coolant level;
(*Verificar nível de óleo e fluido refrigerante*)
- Measure and record the absorbed current intensity of the different power levels;
(*Medir e registar intensidade de corrente absorvida dos diversos escalões de potência*)
- Check the control's performance;
(*Verificar actuação do controle*)
- Check the control's performance.
(*Retocar pontos de corrosão*)

ON ELECTRICAL PANELS (NOS QUADROS ELÉCTRICOS)

- Check general operation;
(*Verificar funcionamento geral*)
- Cleaning and dedusting;
(*Limpeza e despoeiramento*)
- Retighten connections, check fuses, lamps;
(*Reapertar ligações, verificar fusíveis, lâmpadas*)
- Clock setting - Summer / Winter;
(*Acerto do relógio - Hora Verão / Inverno*)

AIR CONDENSING UNITS (UNIDADES CONDENSADORAS DE AR)

- Check the functioning of the fans;
(*Verificar funcionamento ventiladores*)
- Measure current intensity absorbed by the compressors;
(*Medir intensidade corrente absorvida pelos compressors*)
- Cleaning the condenser fin;
(*Limpeza do alhetamento do condensador*)
- Observe the gas display;
(*Observar visor de gás*)
- Measure pressures on aspiration and understanding;
(*Medir as pressões na aspiração e compreensão*)
- Detection of fluid leaks and understanding;
(*Detecção de fugas de fluido e compreensão*)
- Touch up corrosion points;
(*Retocar pontos de corrosão*)

AIR TREATMENT UNITS – 4-WAY CASSETTE (UNIDADES DE TRATAMENTO DE AR - CASSETES 4 VIAS)

- Check finned condition, clean if necessary;
(*Verificar estado alhetado, limpar se necessário*)
- Check electric heating batteries;
(*Verificar baterias de aquecimento eléctrico*)
- Check 3-way valve;
(*Verificar válvula de 3 vias*)
- Test flow switches;
(*Testar fluxostatos*)
- Measure insufflation temperature;
(*Medir temperatura de insuflação*)
- Touch up corrosion points;
(*Retocar pontos de corrosão*)
- Filter Cleaning;
(*Limpeza de filtros*)

THERMOVENTILATION (TERMOVENTILAÇÃO)

- Check Heating Batteries;
(*Verificar baterias de aquecimento*)
- Test flow switches;
(*Testar fluxostatos*)
- Maintenance of the centrifugal fan.
(*Manutenção do ventilador centrifuge*)

NATO UNCLASSIFIED

STATEMENT OF WORK (SOW) HVAC MAINTENANCE SERVICES - Annex I

PLUMBING (CANALIZAÇÕES)

- Check the filters of the water pipes;
(*Verificar os filtros das canalizações de água*)
- Ensure the operation of the switching valves;
(*Garantir o funcionamento das válvulas de manobra*)
- Check dew points for breakage of insulation;
(*Verificar pontos de condensação por rotura de isolamento*)
- Retouching corrosion points;
(*Retoques de pontos de corrosão*)

IN WORK ROOMS (NAS SALAS DE TRABALHO)

- Clean the air distribution grilles and diffusers;
(*Limpar as grelhas e difusores de distribuição de ar*)
- Check the air distribution in the rooms;
(*Verificar a distribuição de ar nas salas*)
- Check the correctness of the thermostats.
(*Verificar o acerto dos termostatos*)

NOVEMBER VISIT TO PREPARE THE INSTALLATION FOR WINTER

MAY VISIT TO PREPARE THE INSTALLATION FOR SUM

Annex I

STATEMENT OF WORK (SOW) HVAC MAINTENANCE SERVICES

2)

CORRECTIVE MAINTENANCE SERVICES –

LIST OF PARTS TO BE AVAILABLE FOR REPLACEMENT

ITEM
Cárter do aquecedor unidade close control da Sala de Servidores
Sondas do permutador dos chillers
Kit de adaptação do tratamento de águas dos chillers
Daikin VAN 1000F Air Filter and Assembly element
Daikin VAN 1500F Air Filter and Assembly element
Vasos desumidificadores da unidade close control da Sala de Servidores
Motor de ventilador da unidade exterior da Sala de Servidores
Compressor da unidade close control da Sala de Servidores
Descalcificador do tratamento de águas dos chillers
Transducers da Unidade close control da Sala de Servidores

Annex I

STATEMENT OF WORK (SOW) MAINTENANCE SERVICES

3)

PREVENTIVE MAINTENANCE SERVICES

ALL-IN CONSUMABLES INCLUDED IN THE PERIODIC MAINTENANCE SERVICES

PRODUCT	UM	YEARLY QT.
Disinfectant Liquid (Líquido Desinfectante) – Solbequi or equivalent	Lt	
Rectorseal	Lt	
Solbequi Tablets or equivalent	Un.	
Gas HFC R407C	Kg.	
Nitrogen Gas (gás azoto)	Bottle	
Fuse (<i>fusível</i>) 250V/0315A	Un.	
Crystal Hose (<i>mangueira cristal</i>)	Mt.	
Salt (Sal) Kg.	Kg.	
Armstrongh Tape (<i>fita Armstrongh</i>)	Mt.	
Oils and Lubricants	Lt.	
Degreaser and Descale Solvent	Lt.	
(offerors are encouraged to add consumables as they see appropriate)		

Annex I

STATEMENT OF WORK (SOW) HVAC MAINTENANCE SERVICES

4)

CORRECTIVE MAINTENANCE SERVICES –

THE SUPPLEMENTAL REQUIREMENTS SERVICES

(OR ALTERNATIVE SOLUTION)

(as per requirements of the SOW)	
(alternative solution by the offeror)	

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance
Part II - Evaluation Matrix

Contractors will be evaluated using the following grading matrix. Contractors should ensure their submitted proposal addresses ALL areas of the evaluation matrix to get the most points. Contractors should cite page numbers and/or specific areas in their proposal for each of the criteria to help with the proposal evaluation.

Note: a score of 0 (zero) points in any Criteria from 1 to 10 with an “N” will result in TECHNICAL NON-COMPLIANCE.

Table 1

SERIAL I	PASS / FAIL CRITERIA ITEMS	COMPLIANT	
		Y	N
1	Invitation Letter - Acknowledgment of Receipt and Acceptance of invitation to bid		
2	Bids submitted on time		
3	Proof the company is established in a NATO member nation;		
4	Attendance to the Site Survey Day		
4	Provision of Administrative and Technical volumes/ documentation (Certifications, Qualifications, CVs)		
5	Table of Contents - Proposal Checklist (Enclosure#1)		
6	Address Label (Point of Contact) (Enclosure#2)		
7	Compliance Statement (Enclosure#3)		
8	Past Performance (Enclosure#4)		
8	Price Proposal (Enclosure#5)		
9	Content Technical Proposal (SOW) (Enclosure#6)		
10	Successful determination of Technical Compliance		

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance Part II - Evaluation Matrix

Contractors will be evaluated using the following grading matrix. Contractors should ensure their submitted proposal addresses ALL areas of the evaluation matrix to get the most points. Contractors should cite page numbers and/or specific areas in their proposal for each of the criteria to help with the proposal evaluation. **Note:** In this table, a minimum scoring of 50 points is required for a Proposal to be considered Technically Compliant and the maximum allowed scoring is 100 points).

Table 2

SERIAL II	Technical Proposal (Lowest Compliant Bidder)		Below Req. Standard	Meets Standard	Above Standard
	Criteria Description	Scoring Points	0	≥50% max. score	Max. Score
Company Certifications & Staff Qualifications			0	12	24
1	Contractor's Staff: technician certified by ADENE as TIM- III		0	2	4
2	Contractor's Staff: technician certified by a national accredited entity or equal foreigner entity		0	2	4
3	Contractor's Staff: only staff which are trained and qualified to provide HVAC services.		0	2	4
4	The Contractor: minimum one of three valid certifications issued by accredited organizations under SPQ or equal foreigner organizations		0	2	4
5	The Contractor minimum of 20 years' experience		0	2	4
6	Quality of Past Performance		0	2	4
Overall Quality of the Preventive Maintenance Proposal			0	8	16
7	Understanding of the requirements to provide the preventive maintenance. Quality of the proposed approach and any benefits presented.		0	8	16
Overall Quality of Corrective Maintenance Proposal			0	8	16
8	Understanding of the requirements to provide the corrective maintenance. Quality of the proposed approach and any benefits presented.			8	16
Response capability			0	10	20
9	Shall have an office within 50 Km from the site location of JALLC, Monsanto, Lisbon		0	2	4
10	Have the ability to provide 24/7 - 365 day service and repair		0	2	4
11	Be able to respond within 12 (twelve) hours		0	3	6
12	JALLC's Server Room - response time capability		0	3	6
Equipment maintenance / Emergent requirements			0	12	24
13	Ability to obtain repair parts and to obtain parts for each equipment manufacturer listed in Equipment List		0	6	12
14	Supplemental cooling capability to maintain building conditions, protect the equipment, specially the Server Room		0	6	12
Total			0	50	100

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

PART 3

JALLC General Contract Terms and Conditions

Index of Clauses

- 1. Definitions**
- 2. Applicable Law**
- 3. Assignment**
- 4. Acceptance**
- 5. Service and Parts Availability**
- 6. Preferred Customer**
- 7. Notice of Shipment**
- 8. Security**
- 9. Inspection**
- 10. Title**
- 11. Supply Warranty**
- 12. Invoices**
- 13. Payment**
- 14. Taxes**
- 15. Excusable Delays**
- 16. Indemnity**
- 17. Disputes**
- 18. Termination for Convenience**
- 19. Termination for Default**
- 20. Limitation of Liability**
- 21. Export Control**
- 22. Risk of Loss**
- 23. Authorization to Perform**
- 24. Performance**
- 25. Travel**
- 26. Proposed Candidates**
- 27. Partial Awards**
- 28. Competition**
- 29. Contractor Notice Regarding Delay**
- 30. Notice of Assistance with respect to Patent and Copy Right Infringement**
- 31. Health and Safety and Accident Prevention**
- 32. Patent Indemnity**
- 33. Rights in Technical Data and Computer Software**
- 34. Software Releases and Updates**
- 35. Inconsistency between English version and Translation of Contract**
- 36. Contract Effective Date**
- 37. Enforcement**
- 38. Order of Precedence**
- 39. Entire Agreement**

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

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

a. "JALLC" means the Joint Analysis and Lessons Learned Centre, located at Avenida Tenente Martins, Monsanto, 1500-589 Lisboa, Portugal.

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

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

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

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

2. Applicable law. Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed with the laws of the Portuguese Republic.

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

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

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

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

4. Acceptance

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

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

- Availability at final destination of all deliverables.
- Successful completion of acceptance testing.

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

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

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

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

6. Preferred Customer

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

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

7. Notice of Shipment

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

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

(1) Contract Number

(2) Shipping address

From: (Name and complete address of consignor)

To: (Name and complete address of consignee)

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

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

- (4) Number of and marking on packages(s)
- (5) Weight and dimensions of packages(s)
- (6) Name and address of Carrier, mode and date of shipment with waybill number,
- (7) Customs documents required by Contractor (if applicable).

8. Security

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

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

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

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

9. Inspection

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

b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JALLC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

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

d. If any inspection or test is made by JALLC on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

facilities and assistance to inspectors in the performance of their duties. If HQ SACT inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of JALLC except as otherwise provided in this contract. In case of rejection JALLC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JALLC reserves the right to charge to the Contractor any additional cost of JALLC inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on JALLC therefore.

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

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

11. Supply Warranty

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

- (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and
- (2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.

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

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

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

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

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

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

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

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

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

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

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

12. Invoices

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

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

JALLC
Accounts Payable
Av. Tenente Martins, Monsanto
1500-589 LISBOA

b. Electronic Fund Transfer is the prescribed method of payment for JALLC. Contractors are requested to submit copies of banking information available upon the provision of the Supplier Form Template

c. at (<http://www.act.nato.int/budfin/budfinmain.htm>). Such information shall be submitted to JALLC 14 days prior to any contract award.

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

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

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

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

17. Disputes. Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the JALLC Contracting Officer, who shall reduce his decision

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of JALLC shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to JALLC a written appeal. In connection with any appeal of JALLC decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. JALLC FC decision is final.

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

19. Termination for Default

a. JALLC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

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

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

c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

(1) Any completed supplies and

(2) Such partially completed supplies and materials, parts, tools, die, jigs, Fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which JALLC has an interest. Payment for completed supplies delivered to and accepted by JALLC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JALLC and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". JALLC may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect JALLC against loss because of outstanding liens or claims of former lien holders.

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

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

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

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

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

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

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

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

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

Once contractor travel has been established under a contract and a contractor is tasked to travel, the JALLC Contractor Travel Request form must be filled out and approved prior to any travel being conducted. This form may be found at: <http://www.act.nato.int/budfin/contractortravel.htm>

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

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

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

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

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

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

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

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

30. Notice and Assistance regarding Patent and Copyright Infringement

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

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

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

31. Health, Safety and Accident Prevention. If the Contracting Officer notifies the Contractor

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

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

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

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

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

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

33. Rights in Technical Data and Computer Software

a. JALLC shall have unlimited rights in:

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

(2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this contract for implementation management, installation, operation, maintenance and training purposes.

b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to JALLC.

34. Software Releases and Updates.

a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.

RFQ-JALLC-2021-001 Heating, Ventilation, Air Conditioning Maintenance General Terms and Conditions

b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to JALLC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

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

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

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

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

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