



**Joint Analysis and
Lessons Learned Centre**

Lisboa - Portugal



ANALYSIS SUPPORT SERVICES

**NATO OPERATIONS ASSESSMENT AT
STRATEGIC- MILITARY LEVEL PROJECT**

FOR THE

JOINT ANALYSIS LESSONS LEARNED CENTRE (JALLC)

REQUEST FOR PROPOSAL 2022- JALLC-001

(RFP-2022-JALLC-001)

Part 1 Bidding Instructions

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PART 1 BIDDING INSTRUCTIONS

1. General.

This is a **Firm-Fixed-Price Level of Effort Contract** for the acquisition of analysis support services, report writing and associated research through conducting research interviews, informal discussions, and documentary research, and other project-related tasks regarding NATO Operations Assessment at Strategic-Military Level in support of the project team of the JALLC, Monsanto, Lisbon.

2. Classification.

This RFP 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 RFP, and has indicated thereon its intention without commitment, to participate in this RFP.
- b) The term “Bidder”, shall refer to the bidding entity that has completed a bid in response to this RFP.
- 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 RFP 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 RFP shall, unless otherwise stated, as meaning calendar days.

4. Eligibility.

This RFP is open to companies and self-employed individuals:

- (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; the bidder may also offer assurance of achievement before the estimated contract starting date: 16 May 2022.

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

5. Period of Performance: 16 May 2022 to 31 March 2023

Base Year: 16 May 2022 – 31 Dec 2022
Option Year 1: 01 Jan 2023 – 31 Mar 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 RFP 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 RFP 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 RFP 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 RFP, 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 date: n/a.

(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 RFP. Oral Interpretations shall not be binding.

(d) The bidder shall submit with the bid a writing sample, any piece of evidence-based writing in English where s/he was the main author/ contributor within the last five (5) years.

9. Bid closing date.

(a) Bids shall be received at JALLC, Purchasing and Contracting Office, no later than **27 April 2022 at 15H00** 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 RFP. 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 **27 APRIL 2022, 15H00** 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, Mobile phone, E-mail address, and Internet site if any **(Enclosure #2);**
- (c) Compliance statement **(Enclosure #3);**
- (d) Past performance data (CVs, references) **(Enclosure #4);**
- (e) Price proposal (Package 2) **(Enclosure #5);**
- (f) Certification of Security Clearance **(Enclosure #6);**
- (g) Technical Proposal **(Enclosure #7).**

And 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, written papers, qualifications for all designated personnel and company certifications, if applicable.

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 RFP Solicitation reference number and identify if it is Technical or Pricing. E-mails should be sent to all identified Contracting Officers herein specifically referred and internal company personnel **ONLY**.

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

(c) Prices shall be on a **Firm Fixed Price Level Of Effort** and include any relevant discount schedule.

(d) It is the sole responsibility of the interested company/ bidder to review any Q&A that may be issued in support of this solicitation, prior to bid submission at www.jallc.nato.int/organization/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 (>15MB) to be sent in one single email, exceptionally, it can be divided into two parts, to reach the JALLC's email on time.

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 80% technical/ 20% price weight**. Such determinations shall be consistent with the evaluation criteria specified in the RFP. 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)

(2) Cost related Factors:

- (a) Successful cost price criteria: **Best Value Compliant Offer to NATO (with a 80% technical / 20% 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 or bidders 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 RFP.
- (d) Contract Award date is estimated **27April 2022**.

18. Communications.

(a) All communication related to this RFP, 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 RFP. 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 RFP:

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

-
For the mandatory site Survey only – n/a:

Enclosure 1

PROPOSAL CONTENT / CHECKLIST

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- Proposal checklist – Enclosure 1
- Point of Contact – Enclosure 2
- Compliance Statement -- Enclosure 3
- Past performance (C.V. including References) – Enclosure 4
- Price Proposal – Enclosure 5
- Certification of Security Clearance – Enclosure 6
- Technical Proposal – Enclosure 7

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 2

BIDDER'S POINTS OF CONTACT

POC 1

- **Name:** _____
- **Address:** _____
- **Mobile phone:** _____
- **Website:** _____

POC 2 (IF APPLICABLE)

- **Name:** _____
 - **Address:** _____
 - **Mobile phone:** _____
 - **Website**
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Enclosure 3

COMPLIANCE STATEMENT TO SEALED BID RFP-2022-JALLC-001

It is hereby stated that our company (or "I" for a self-employed contractor) has read and understands all documentation issued as part of RFP-2022-JALLC-001. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of RFP-2022-JALLC-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 RFP 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/ Bidder

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.

PRICE PROPOSAL

SUBJECT: RFP-2022-JALLC-001 Price Proposal

ITEM	DESCRIPTION		Level of Effort (man-day)	Price per man day [VAT excl.]	TOTAL AMOUNT (EUR) [VAT excl.]
1	SUPPORTING SERVICES TO THE NATO OPERATIONS ASSESSMENT AT STRATEGIC-MILITARY LEVEL PROJECT AS PER ENCLOSED SOW	POP FOR BASE YEAR: 16-MAY-2022 - 22-DEC-2022	125 ¹		
		POP FOR OPTION YEAR 1: 02-JAN-2023- 30-MAR-2023	55 ¹		
TOTAL			180	€	€

¹ Estimated LOE for each Fiscal Year, not to exceed the overall LOE.

Note 1 - Payment Terms as Per NATO's regulations is at 30 days' sight upon approval and validation of the compliance of the invoice.

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

Authorizing Bidder Official:

Printed Name: _____

Title: _____

Authorizing (Signature) _____, Date _____

RFP-2022-JALLC-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 6

CERTIFICATION OF SECURITY CLEARANCE

The Bidder hereby certifies, that (in the case of a company the proposed key personnel), he/ she has required Security Clearance or that all necessary actions have been undertaken to ensure that the (proposed personnel), he/ she will be in possession of such Security Clearance at the time of Contract award. The Bidder also acknowledges that this requirement applies also to all personnel involved in this project as a result of subcontracts issued by the Contractor for effort under the prime Contract, if applicable.

The Bidder hereby certifies that he/she is fully aware that resulting Contract will require (the key personnel), him /her to handle and process classified materials to the level of NATO SECRET on NATO premises. The facility of the Contractor/Sub-contractor shall also hold a NATO SECRET Facility Clearance without storage capabilities where required by applicable national regulations, if applicable.

The Bidder hereby certifies that NATO classified information made accessible to key personnel on NATO premises shall be treated as if officially provided to the Contractor or Sub-Contractor, if applicable.

Should the company not be able to provide a NATO Security Clearance for all its personnel, JALLC will ensure they will be escorted inside JALLC facilities at all times, if applicable.

The bidder may also offer assurance of achievement by the bid submission date deadline, i.e. his/ her Authority for National Security is to confirm directly to the JALLC Security Branch (Jallc.registry@jallc.nato.int) that the request for his/ her NATO Security Clearance renewal has been requested and is being processed, (this procedure is applicable to NATO Security Clearance Renewals, only).

Name & Title: _____ Date: _____

Company/ Bidder: _____

Signature: _____

Company/ Contractor Bid Reference: _____



Enclosure 7

TECHNICAL PROPOSAL

Provide technical information, data such as, but not limited to:

[Written sample: written papers, Publications & any useful /meaningful technical documentation relevant for submission and evaluation]

[Indicate:

Date of ability to start

Availability or unavailability periods within Period of Performance]

Part 2

Statement of Work (SOW)

Part 2

Statement of Work (SoW)

Analysis Support Services

NATO OPERATIONS ASSESSMENT AT STRATEGIC-MILITARY LEVEL PROJECT

1. Introduction

The Joint Analysis and Lessons Learned Centre (JALLC) is a NATO entity located in Lisbon, Portugal. The JALLC Lessons Learned Analysis Division (LLAD) is tasked to complete analysis in order to identify issues with strategic level implications arising in NATO exercises, missions, operations or other activities. The contractor will work full time in a multinational military/civilian staff environment at the JALLC, and will normally be integrated into a JALLC project team.

2. Background

The JALLC analysis project on NATO Operations Assessment at Strategic-Military Level (the “**Project**”) is an analysis priority listed in the JALLC Programme of Work. The Project will run from 03 May 2022 until 24 February 2023. The Project will be completed by a small project team staffed by military and civilian analysts. Several Project deliverables will be completed during the course of the Project including, but not limited to: Concept of Analysis, Initial Findings, Initial Draft, Coordinating Draft, Final Product, and Factsheet. The Final Product is due 24 February 2023. Project closure activities will occur in March 2023.

3. Rationale

In order to create sufficient capacity to address required workload priorities within the JALLC Programme of Work, it is necessary to temporarily reinforce the LLAD with additional human resources. As such, the LLAD requires contractor support to fulfil the tasks described in this Statement of Work (SoW).

4. Scope

The contractor will work daily with the project team at the JALLC in Lisbon, Portugal providing support to ensure the Project’s success. Primarily this will involve, but will not be limited to, applying experience and expertise in research/analysis of NATO military topics, and specific knowledge relating to the Project topic, to Project tasks. The contractor will contribute to the development of major project deliverables as a full time member of the project team.

The term **Contractor** in this SoW and solicitation package refers to a contracting firm, or directly with the contractor if the contractor is employed as an independent contractor.

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 General and Special Terms and Conditions; the Overall Level of Effort under this contract is set forth in the SoW. All employer responsibilities for the contractor performing under this contract shall lie with the contracting firm, or directly with the contractor if the contractor is employed as an independent contractor.

b. **Period of Performance:** 16 May 2022 – 31 March 2023.

Base Year: 16 May 2022 – 31 Dec. 2022

Option Year 1: 01 Jan. 2023 – 31 Mar. 2023

c. Estimated Level of Effort

- i. **Overall Level of Effort.** The contractor is required to provide an Overall Level of Effort of **180** working days, i.e. 1440 man-hours, within the Period of Performance, estimated 125 working days for the Base Year and 55 working days for Option Year 1, which is considered to be the minimum effort required to provide the service. One working day is defined as eight working hours.
- ii. **Normal Working Hours.** The contractor is expected to provide approximately 20 working days' Level of Effort per calendar month, usually during JALLC normal working hours. For the purpose of this SoW Normal Working Hours are Monday through Friday, from 08:00 to 17:00 with a one-hour lunch break between 12:00 and 14:00. The contractor will usually not be expected to provide working days' Level of Effort on Portuguese national holidays. All absences during Normal Working Hours must be pre-approved by the COTR or COTR Designated Representative. Work outside Normal Working Hours may be required, and shall not entitle the contractor to financial compensation on top of the agreed upon firm-fixed-price daily fee. Any requirement for work outside Normal Working Hours will usually account for less than 5% of the Overall Level of Effort.
- iii. Level of Effort is as per the requirements stated herein, corresponding to a full time allocation of one (1) individual to complete the tasks and activities described in this SoW.

6. Tasking and Duties

- a. The contractor shall provide support to the JALLC project team, usually consisting of at least one military analyst designated as the project manager, and one professional civilian analyst in addition to the contractor.

- b. The nature of the contractor's tasks may include, but is not limited to the following tasks:
- i. Planning and conducting research/analysis, e.g., data collection, documentary research, research surveys, research interviews;
 - ii. Application of qualitative or quantitative research methods;
 - iii. Developing, writing, reviewing, and revising analytical products;
 - iv. Adjudicating and incorporating comments from internal and external reviewers into drafts;
 - v. Updating, maintaining and archiving a project reference library and reference database;
 - vi. Using and verifying accuracy of citations; and
 - vii. Administrative tasks.
- c. The contractor is expected to use their knowledge and experience, to follow direction from the project manager, and to follow advice and guidance from the JALLC quality assurance staff, to complete their tasks in a manner that contributes to ensuring that the major project deliverables meet JALLC quality standards.

7. Professional Qualifications and Personal Attributes

The Contractor shall possess:

a. Eligibility Requirements.

- i. Nationality of a NATO Member Nation. Proof by National ID or Passport.
- ii. A minimum of NATO Secret personal security clearance (PSC). No waiver to this requirement shall be granted. Proof of current clearance.
- iii. Availability to work at the JALLC in Lisbon, Portugal during Normal Working Hours for the number of working days of the Overall Level of Effort during the Period of Performance. Proof by declaration indicating any periods of limited availability during the Period of Performance.

b. Essential Requirements.

- i. Qualifications. Master degree including an independent research component (thesis/dissertation) (or equivalent work experience) in Applied Sciences, Social/Political Sciences, Natural Sciences, History, or Law, or military equivalent.
- ii. NATO Knowledge. Knowledge of NATO gained by working for or with NATO, or in-depth study of NATO.
- iii. Military Knowledge. Knowledge of military operations and exercises gained by working for or with military strategic or operational level HQs, or in-depth study of military matters at the strategic or operational level.
- iv. Thinking Skills. Proven ability to apply critical and creative thinking to problem identification and problem solving.

- v. Writing Skills. Proven ability to produce clear, accurate, logical and evidence-based written material in English.
- vi. Language. English SLP4444/Common European Framework C1 level.
- vii. Computer Skills. Intermediate level MS Word, MS Excel and MS PowerPoint.

c. Desirable Requirements.

- i. Subject Matter Knowledge. Knowledge of operations assessment at the strategic-military level gained by working in the area, or in-depth study.
- ii. Research Work Experience. Experience conducting research/analysis as part of a team in a non-academic organization.
- iii. Research Skills. Certified training in applying research methods relevant to the project, e.g. Interviews, surveys, statistical/thematic analysis.
- iv. Specialist Computer Skills. Intermediate level in specialist software relevant to the Project, e.g. MaxQDA, MindManager, PowerBI, Alchemer, Adobe Acrobat Pro Forms, MS Project.

d. Personal Attributes.

- i. A high level of organizational and coordination skills:
 - Capacity to work under general direction within a clear framework of accountability with substantial personal responsibility and plan, schedule and monitor work activities in order to meet time and quality targets and in accordance with established procedures;
 - Work effectively as a member of a multi-national and multi-disciplinary team.
- ii. Proven analyst skills:
 - Select appropriately from applicable standards, methods, tools and applications;
 - Apply analytical and systematic approach to problem solving;
 - Summarize large amounts of written material.
- iii. Strong communication skills:
 - Communicate and present complex information in English, both orally and in writing, effectively to specialist and non-specialist audience;

8. Place of Performance

- a. **Normal Duty Station.** The contractor shall perform most of the required work at the JALLC, Avenida Tenente Martins, Monsanto, 1500-589 Lisbon, Portugal, which shall be considered the Normal Duty Station for this SOW.
- b. **Travel.** All contractor travel must be pre-approved by the JALLC Chief of Staff. Travel by the contractor shall be authorised and reimbursed in accordance with HQ SACT Financial Policy Directive 60-1 Paragraph 6-32, "Contractor Travel" and JALLC SOPs.
- c. **Alternate Locations.** The contractor may be required to work from Alternate Locations as per requirements of the Project. Any requirement to work at Alternate Locations will

usually account for less than 10% of the Overall Level of Effort. If Alternate Locations are more than 100km from the normal duty station, required travel will be subject to additional reimbursement in addition to the firm-fixed-price daily fee. No additional reimbursement will be provided for travel associated with working from alternate locations within 100km of the JALLC, Lisbon, Portugal. Alternate Locations for work associated with this SOW may include, but are not limited to: Belgium and The Netherlands.

- d. **Teleworking.** Teleworking may be required during the Period of Performance. All contractor teleworking must be pre-approved according to JALLC procedures. Working from the contractor's residential address in Portugal, or at an Alternate Location that is preferred by the contractor but not required by the JALLC, will not be subject to additional reimbursement.

9. Contract Performance and Administration

- a. **Contracting Officer Technical Representative.** Assigned by the Contracting Officer is the Contracting Officer Technical Representative (COTR). The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail their roles and responsibilities to which they shall sign for formal acceptance.

The COTR shall:

- i. Provide direction, guidance, and support information to the contractor;
 - ii. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SoW;
 - iii. Monitor the Level of Effort expended by the contractor;
 - iv. Review the contractor work for acceptance.
- b. The COTR's written acceptance of work is mandatory for contractor invoices to be successfully processed (Appendix 1). Acceptance will be conditional on work meeting the General Quality Standards, and when appropriate, the Written Work Quality Standards.
 - c. **General Quality Standards.** The contractor should take all reasonable steps to ensure that all work provided meets the following general quality standards:
 - i. Complete – work completely fulfils the requirement
 - ii. On time – work is delivered on time
 - iii. Accurate – the contractor verifies the accuracy of their own work before delivery and corrects all errors as soon as they are identified
 - iv. Coordinated – the contractor's approach to the work is planned to align with others' needs and adapted to meet emerging needs
 - d. **Written Work Quality Standards.** Additionally, written work contributing to the preparation of a JALLC analysis report should meet the following quality standards:
 - i. Coherent – sections and paragraphs are organized and flow in a logical manner
 - ii. Clear – paragraphs, and sentences are easy to understand and unambiguous

- iii. Precise – words, punctuation and formats are correctly and consistently used, JALLC Standard Operating Procedure 810 Editorial standards are applied in contributions to the Final Product
 - iv. Evidence-based – arguments are supported by sufficient and relevant evidence, such evidence is accurately quoted and cited, and appropriate language is used according to the strength of the evidence.
 - e. The contractor should notify the COTR as soon as possible if they will be, or expect to be, unable to meet the quality standards applicable to their work for any reason.
 - f. **Professional Conduct.** The contractor is expected to conduct themselves in accordance with the current NATO Code of Conduct agreed by the North Atlantic Council (NAC), and thus display the core values of integrity, impartiality, loyalty, accountability, and professionalism, as well as the JALLC conduct, security, and safety regulations.
 - g. **Amendments/Modifications/Cancellation.** 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.

10. Contractor Reporting.

- a. The Contractor shall submit a monthly report to the Contracting Officer, via the COTR, detailing progress on the SoW for the reporting period. The report shall include, but not be limited to, the following information for the reporting period:
 - i. Summary of Work (Appendix 1) detailing work performed and COTR acceptance of the work;
 - ii. Time Sheet (Appendix 2) detailing Level of Effort expended, confirmed by COTR;
 - 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. **Points of Contact.**
 - **Contracting Officer:** HQ SACT SAG BUDFIN, LCDR Mark Macsule.
 - **COTR:** JALLC Principal Operational Research Analyst, Ms. Jacqueline Eaton.
 - **Deputy COTR:** JALLC Senior Operational Research Analyst, Ms. Katie Mauldin.
 - **COTR Designated Representative:** Project Manager, LTC Jean Atzori.
 - **Administrator:** JALLC BUDFIN, Ms. Carla Ferreira
- d. **Technical Supervision.** The contractor shall report to, and receive technical direction and guidance from the COTR, or COTR Designated Representative. Normally the

contractor's day-to-day work and performance will be managed and monitored by the COTR Designated Representative.

- e. The COTR shall interact with the contractor on a daily basis, or as often as required, in order to:
 - i. Set, review and update the work required from the contractor in the stated period.
 - ii. Review the contractor's performance.
 - iii. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SoW.
 - iv. Verify the contractor's work for acceptance.
- f. **Disputes, Problems or Deficiencies.** The contractor is expected to work closely with JALLC personnel. In doing so, the contractor is expected to promptly address any identified disputes, problems or deficiencies directly with the personnel concerned. If disputes, problems or deficiencies cannot be resolved directly, the contractor is responsible to notify the COTR as soon as possible, and to provide the COTR with recommendations on how the dispute, problem or deficiency could be remedied, as well as their assessment of the potential impact of remedies to the situation on their performance under this SoW.

11. Proof of Past Performance.

- a. The contractor is expected to provide details of successfully performing work similar to or directly related to the work specified in the SoW as follows:
 - i. Summary of work performed that directly relates to this SoW
 - ii. Outcome of abovementioned work performed
 - iii. Summary of team composition and contractor's role in the team
 - iv. Name of client/employer
 - v. Date(s) of work performance
 - vi. Contact information of client/employer
 - vii. Permission to contact client(s)/employer for reference(s)
- b. The contractor is expected to provide a sample of their own writing of at least 500 words in English that demonstrates their ability to effectively present an evidence-based logical argument, and includes citations.
- d. The contractor is expected to describe specifically how their qualifications, knowledge, skills and experiences meet the essential and desirable requirements and demonstrate the personal attributes in this SoW.

12. Contractor Technical Evaluation.

Each contractor's submission to this solicitation shall be judged on a combination of pricing and technical information provided in response to this SoW. Subject to JALLC evaluation of the bids utilizing the grading criteria in **Annex A**, JALLC may conduct technical clarification discussions with proposed candidates. JALLC reserves the right to engage in full and open competition after exclusion of sources.

13. Furnished Materials.

- a. In order to perform the work required under this SoW, JALLC shall provide all necessary working space; office furniture; telephones; computers, software, peripherals, and support equipment; office supplies;
- b. 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 NATO sites.
- c. The Contractor is not authorized to make any permanent/semi-permanent physical modifications to the JALLC facilities.
- d. All JALLC written and work-related products, including the Project deliverables, furnished property, and non-expendable supplies purchased under this contract shall be, and shall remain, the JALLC's property. The contractor may not use JALLC or NATO property, including information accessed during the Project, for personal gain.

14. Security.

- a. **Security Clearances.** The contracting firm shall possess a minimum NATO Secret Facility Security Clearance (FSC), and all contractors performing work on this contract shall possess a minimum NATO Secret Personal Security Clearance (PSC). No waiver to these requirements shall be granted.
- b. The Contractor must adhere to all current NATO, HQ SACT, JALLC's Standard Operating Procedures and national security policies, directives, and guidelines for the duration of the contract.
- c. **Electronic Devices.** The Contractor shall abide by the security restrictions and SOPs in place regarding carrying and using electronic devices (e.g., laptops, cell phones) in the JALLC. The Contractor shall be responsible for satisfying the necessary clearance from JALLC Security Office before bringing any such device, personal or contracting firm owned, into the JALLC work environment.
- d. **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 JALLC facility. The Contractor shall

submit requests for site access for JALLC site access to: JALLC Security Officer, JALLC, Avenida Tenente Martins, Monsanto, 1500-589 Lisbon, Portugal.

- e. Services associated with this SoW may be classified up to NATO SECRET and should be handled in accordance with relevant NATO security policy.

15. Export Control.

NATO nations have regulations and laws applying to the export of defence 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 and if applicable.

16. Intellectual Property

All services, products, and intellectual property provided under this SoW will be delivered for the sole ownership of and the copyright by JALLC.

17. Contractor Responsibilities

- a. **Authorization to Perform/Accreditation.** The contractor certifies that it has been duly authorized to operate and do business in Portugal. The contractor shall certify that the individual performing services under this contract is also a citizen of a NATO nation. In addition, the contractor shall certify that they have obtained all necessary accreditations, licenses and permits required in connection with the contract. The contractor shall fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this contract; and agrees that no claim for additional monies with respect to any authorizations to perform shall be made upon JALLC.
- b. **Taxation.** It is the contractor's responsibility to ensure that all provisions related to taxation in Portugal are complied with. The JALLC shall liaise with the Portuguese Ministry of Finance to ascertain that the contractor is following the correct procedures required by its status and shall immediately terminate the contract for default in case of non-compliance.
- c. **Taxes and Custom Charges.** According to the NATO agreements, performance under the contract is exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders will enclose the list and the amounts of taxes (to include the VAT—Value Added Tax), duties and similar charges which have been included in their bid, with a justification. Authority for this tax and customs exempt status is include the Paris Protocol (Article VIII) "Protocol on the Status of International Military HQs Set Up Pursuant to the North Atlantic

Treaty", and the relevant Host Nation agreements drawn up in the application of Article XVI of the referred Protocol.

- d. In addition, it should be noted that all contractors shall note the appropriate convention (or protocol) between the government of the state where the contractor resides and the Portuguese Republic for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.
- e. **Security Clearance.** The contractor shall be responsible for obtaining all required NATO security clearances effective as of the first day of the contract. 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 prove the required security clearance is already in place, or assure that such clearance will be achieved in time, i.e. by their national security authority confirming their request for renewal has been submitted and is being processed, then the contractor shall be liable for bid non-compliance. The contractor must provide advance written proof of security clearance or that request for renewal is being processed.

18. General Terms and Conditions

This SoW is subject to all general and special terms and conditions set forth in the contract and to the Special Terms and Conditions STOCPS.

Appendixes and Annexes

Appendix 1 – Summary of Work

Appendix 2 – Time Sheet

Appendix 3 – Payment Schedule

Annex A – Compliance Checklist and Best Value Grading Matrix

Summary of Work

Part 1 – Contract Information

(completed by contractor)

Purchase Order: _____ (See BudFin for PO#)
Contractor Name: _____
Reporting Period: _____

Part 2 – Confirmation of Delivery

(completed by contractor)

The signatory confirms that the Level of Effort delivered during the reporting period resulted in full or partial completion of the work listed in Part 4, and was in accordance with the SoW:

Contractor
Confirmation

Contractor Name, Signature, Date

Contractor Comments

Part 3 – Confirmation of Receipt

(completed by COTR)

The signatory confirms that the work delivered during the reporting period met the relevant quality standards, and therefore confirms acceptance of the contractor's work for the reporting period:

COTR
Confirmation:

COTR Name, Signature, Date

COTR Comments



JOINT ANALYSIS AND
LESSONS LEARNED CENTRE

NATOS LEAD AGENT FOR LESSONS LEARNED

TIME SHEET

SUPPORTING SERVICES

PURCHASE ORDER: _____

CONTRACTOR NAME: _____

MONTH: _____

MONTH	
DAY	STATUS
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

INSERT THE FOLLOWING LETTER/NO. FOR EACH DAY OF THE MONTH:

V = VACATION:

H = NATO HOLIDAY:

WE = WEEKEND:

1 = TO BE INSERTED ON THE DAYS WHERE WORK WAS PROVIDED

0 = TO BE INSERTED ON THE DAYS WHERE WORK WAS NOT PROVIDED

(Insert a minus for the expended days)

MODIFICATION TO AUTHORIZED DAYS :	
EXPENDEND DAYS IN MONTH 1	
EXPENDEND DAYS IN MONTH 2	
EXPENDEND DAYS IN MONTH 3	
EXPENDEND DAYS IN MONTH 4	
EXPENDEND DAYS IN MONTH 5	
EXPENDEND DAYS IN MONTH 6	
EXPENDEND DAYS IN MONTH 7	
EXPENDEND DAYS IN MONTH 8	
EXPENDEND DAYS IN MONTH 9	
EXPENDEND DAYS IN MONTH 10	
EXPENDEND DAYS IN MONTH 11	
EXPENDEND DAYS IN MONTH 12	
REMAINING DAYS:	0

PURCHASE ORDER AUTHORIZED DAYS:	0
--	----------

TOTAL **0**

CONTRACTOR SIGNATURE: _____

Note: by signing this document I certify that these days are true and actual.

COTR SIGNATURE: _____

Note: by signing this document I certify that these days are true and actual.

Payment Terms as per NATO's Financial Regulations is at 30 days' sight upon approval and validation of the invoice.

Compliance Checklist

Table 1

SERIAL I	PASS/ FAIL CRITERIA ITEMS	COMPLIANT	
		Y	N
1	Annex B - Acknowledgment of Receipt and Acceptance of invitation to bid		
2	Bids submitted on time (15:00 Hours, 27 April 2022)		
3	Proof the bidder is a national (independent contractors) / established (companies), in a NATO member nation;		
4	Licensed general contractor in the required field and legally authorized to operate in Portugal		
5	Enclosure 1 - Content Proposal (checklist)		
6	Enclosure 2 - Bidder's Contact Details		
7	Enclosure 3 - Compliance Statement		
8	Enclosure 4 - Past Performance		
9	Enclosure 5 - Price Proposal (Package 2)		
10	Enclosure 6 - Certificate of Security Clearance		
11	Enclosure 7 - Technical Documentation (Writing Sample, Publications, Other Technical details, Availability details, etc.)		
12	Writing Sample Min. 500-word		
13	Ability to work at the JALLC in Lisbon, during normal working hours during the Period of Performance		
14	Ability to start working on 16 May 2022.		
15	Indication of any periods of limited availability during that period;		
16	Successful determination of Technical compliance with specified requirements		

Best Value Grading Matrix

Annex A

Table 2

SERIAL II			Below Req. Standard ¹	Meets Standard ²	Above Standard
		Range	0	Compliant ≥50% max. score	Max. Score
Essential Requirements		Max. points	0.0	35.0	70.0
1	<p><u>Research/thinking Skills.</u> Master degree including an independent research component (thesis/dissertation) (or equivalent work experience) in Applied Sciences, Social/Political Sciences, Natural Sciences, History, or Law, or military equivalent. Thinking Skills. Proven ability to apply critical and creative thinking to problem identification and problem solving.</p>	<p>No masters or equiv: 0 Masters plus proof of 1 year research/ analysis thinking: 10 Masters plus proof of > 3 years' research/ analysis thinking: 20</p>	0	10.0	20.0
2	<p><u>Communication Skills.</u> Writing Skills. Proven ability to produce clear, accurate, logical and evidence-based written material in English. Written Sample (>500 words own writing in English with citations). Language. English SLP4444/Common European Framework C1 level.</p>	<p>No written sample or proof of language: 0 Some relevant writing experience, writing sample OK, C1 level just met: 10 Extensive relevant writing experience, excellent writing sample, C1 level exceeded: 20</p>	0	10.0	20.0
3	<p><u>NATO and Military Knowledge.</u> Knowledge of NATO and Military strategic and operational levels gained by working for or with NATO and Military, or in-depth study of NATO and Military at those levels.</p>	<p>< 6 months NATO AND < 6 months Military: 0 > 1 year NATO <u>OR</u> Military: 12 > 3 years NATO <u>AND</u> Military: 24</p>	0	12.0	24.0
4	<p><u>Computer Skills.</u> Intermediate level MS Word, MS Excel and MS PowerPoint.</p>	<p>None: 0 Intermediate: 3 Advanced: 6</p>	0	3.0	6.0

RFP-2022-JALLC-001 NATO Operations Assessment at Strategic Military Level

Desirable Requirements			0	15	30
5	<u>Research/analysis Work Experience.</u> Experience conducting research/analysis projects similar to those conducted at JALLC as part of a multinational team in a non-academic organization.	None: 0 1 year: 7 > 3 years: 14	0	7.0	14.0
6	<u>Subject Matter Knowledge.</u> Knowledge of NATO operations assessment at the strategic-military level gained by working in the area, or in-depth study.	None: 0 1 year: 7 > 3 years: 14	0	7.0	14.0
7	<u>Specialist Training & Software</u> Research Training. Certified training in applying research methods relevant to the project, e.g. Interviews, surveys, statistical/thematic analysis. Specialist Software. Intermediate level in specialist software relevant to the Project, e.g. MaxQDA, MindManager, PowerBI, Alchemer, Adobe Acrobat Pro Forms, MS Project.	None: 0 Some: 1 Extensive: 2	0	1.0	2.0
Total			0	50	100

Lowest compliant bidder to score a min of 50 points.

^[1] A score of “0” in any of the criteria categories corresponding with Essential Requirements will result in the bidder’s proposal as being “Technically Non-Compliant.”

^[2] A minimum total score of 50 is required to adequately meet the requirement for this solicitation. A proposal with a minimum total score of less than 50 will be graded as “Technically Non-Compliant.”

SCHEDULE OF PAYMENTS

Appendixes 1 and 2 to be submitted with a monthly invoice.

Invoices payable at 30 days' sight, as per the NATO's Financial Regulations.

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PART 3

JALLC General Contract 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**
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- 26. Proposed Candidates**
- 27. Partial Awards**
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- 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**
- 40. Publicity, Public Relations and Branding**
- 41. Prohibition of Sexual Exploitation and Abuse and Sexual Harassment**
- 42. Organizational Conflicts of Interest (OCI)**

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.

- 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)

- (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

facilities and assistance to inspectors in the performance of their duties. If JALLC 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.

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

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

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

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.

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.

- i. 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>
- ii. 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).

- iii. 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.
- iv. 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

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.

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.

40. Publicity, Public Relations, and Branding

1. Unless authorized in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to JALLC, or use the name, emblem, logo, official seal or any abbreviation of the JALLC. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.
2. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

41. Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment.

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or sexual abuse ("SEA") and sexual harassment ("SH") of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract ") including but not limited to vetting its potential employees. In the performance of the Contract, the Contractor shall comply with the standards of conduct set forth in the "The NATO Policy on Preventing and

Responding to Sexual Exploitation and Abuse” of 20 November 2019.

- b. In particular, the Contractor and Contractor’s Employees shall not engage in any conduct that would constitute sexual exploitation or sexual abuse:
 - 1) Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation. Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.
 - 2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of 18.
- c. Contractor and Contractor’s Employees will also not engage in any conduct that would constitute sexual harassment:
 - 1) SH is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
 - 2) SH may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. SH is particularly egregious when it is linked with direct or implied threats or promises about career prospects (“quid pro quo” harassment).
 - 3) SH may occur between persons of any gender who can be either the target or the perpetrators of SH
- d. Contractor and Contractor’s Employees will also not engage in any conduct that would constitute workplace discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to JALLC and NATO’s code of conduct policies.
- e. In the performance of the Contract, should sufficient information of conduct described above against the Contractor or Contractor’s Employees be brought to JALLC’s attention, JALLC shall commence a review into the Contractor’s or Contractor’s Employees’ conduct in this regard in accordance with JALLC regulations, rules, policies and procedures.

- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of JALLC to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

42. Organisational Conflicts Of Interest (OCI).

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.
- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once organizational conflicts of interest are identified, the primary burden of detecting, identifying and disclosing organisational conflicts of interest to the contracting officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding organisational conflicts of interest are:
 - 1) Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 - 2) Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting officers and potential bidders shall analyse planned acquisitions in order to:
 - 3) Identify and evaluate potential organisational conflicts of interest as early in the acquisition process as possible; and
 - 4) Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the organizational conflict of interest is not revealed prior to award.
- e. The contracting officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond. If the contracting officer finds that it is in the best interest of the JALLC to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the organisational conflict of interest to the Financial Controller. The waiver request and decision shall be included in the contract file.

f. Obligations of the Parties:

- 5) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an organisational conflict of interest, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an organisational conflict of interest when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential organisational conflict of interest.
- 6) If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

Date: _____

Signature: _____

Printed Name: _____