



SUPREME HEADQUARTERS ALLIED POWERS EUROPE

GRAND QUARTIER GÉNÉRAL DES PUISSANCES ALLIÉES
EN EUROPE

Mons - Belgium

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Date: 26-03-2025

**SUBJECT: IFIB-ACO-SH-25-05- INVITATION FOR INTERNATIONAL BID (IFIB) FOR THE
PROVISION OF JOINT TARGETING COURSES AT NATO SCHOOL
OBERAMMERGAU
REFERENCE: Bi-SC Procurement Directive 60-70 dated 30 June 2015.**

Dear Madam or Sir,

Your company is hereby invited to participate in the Invitation for International Proposal for the **Provision of Joint Targeting Courses at NATO School Oberammergau (NSO)**.

The Bid Closing date for this IFIB shall be on 03 JUN 2025, 12:00, (Central European Summer Time). In accordance with the Bi-SC Procurement Directive at reference, the bid opening is not public.

The following documents are integral part of the present IFIP:

Part I: Bidding Instructions

Part II: General Provisions

Part III: SECTION A – Special Provisions

SECTION B – Statement of Requirement (SOR)

This IFIB will be published via the ACO Electronic Bidding Portal at

<https://aco.procureware.com/home>

Your attention is drawn to Part I, Bidding Instructions, which specifies the procedures to be followed when submitting your proposal.

Sincerely,

(Originally signed)

Luis Alberto Fernandez Lopez
Senior Contracting Officer



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PROVISION OF JOINT TARGETING COURSES AT NATO SCHOOL OBERAMMERGAU

IFIB-ACO-SH-25-05

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PROVISION OF JOINT TARGETING COURSES AT NATO SCHOOL OBERAMMERGAU

PART I BIDDING INSTRUCTIONS

IFIB-ACO-SH-25-05

PART I - BIDDING INSTRUCTIONS

1. GENERAL

The purpose of this Invitation for International Proposal (IFIB) is to award a firm fixed-price, non-personal service, requirement-type contract for the Joint Targeting Courses at NATO School Oberammergau

The execution of the services covered by this contract requires the prior signature of (a) purchase(s) order(s) by the concerned SHAPE Contracting Officer.

2. DEFINITIONS TO PART I

- 2.1. The term "**Prospective Bidder**" shall refer to the entity that has expressed, through use of the ACO Electronic Bidding Portal (<https://aco.procureware.com/home>) also named as "eBid portal", its intention, without commitment, to participate in the bidding;
- 2.2. The term "**Bidder**" shall refer to the bidding entity that has submitted a proposal in response to this IFIP;
- 2.3. The term "**Contracting Officer**" designates the official executing this invitation for proposals on behalf of the NATO Supreme Headquarters Allied Powers Europe (SHAPE). Only duly designated Contracting Officers have the authority to obligate SHAPE.

3. ELIGIBILITY

This IFIB is open to bids from firms that:

- (1) originate and are chartered/incorporated within NATO-member nations;
- (2) maintain a professionally active facility (e.g. office, factory, laboratory) within NATO-member nations;
- (3) are legally authorized, at the time of the bidding and afterwards in the event of contract award, to operate the services described in this solicitation in the country where the services described in this solicitation shall be provided (i.e. Belgium);
- (4) have performed satisfactorily at least three contracts within the last five years substantially similar in scope and magnitude to the requirements described in this solicitation.
- (5) is in possession of a valid NATO facilities clearance (personnel proposed for the performance of the contract, that will carry out work at NATO sites or require access to NATO information systems and networks, are to hold of a valid NATO Secret security clearance).
- (6) possess a sound legal and financial condition and have sufficient capacity and resources to provide the services specified in the statement of work included in the solicitation of offers; and
- (7) is otherwise qualified and eligible to receive an award under applicable regulations.

4. DURATION OF CONTRACT

- 4.1. The contract awarded through this IFIB will be in force one year from the last date of signature by the parties and the ACO Financial Controller, with the possibility, subject to funds availability, of up to one-year extension options. The Contractor cannot refuse to execute the option period if SHAPE decides to exercise them.
- 4.2. Renewal is also dependent upon certification of satisfactory performance, during the previous period. Ratings reported through the contractor's Performance Evaluation System will play a key role in the award of the aforementioned extension options.
- 4.3. The Contracting Officer will provide notice of extension in writing no later than 30 days before the expiration date of the contract.

5. EXEMPTION FROM TAXES

According to the agreements (Article VIII of the Paris Protocol dated 28 Aug 1952, Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are 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, duties and similar charges which have been included in their proposal, with a justification.

6. ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO BID

Bidders who have been invited to this IFIB are requested to express their intent to bid via the ACO Electronic Bidding Portal email notification system the Acknowledgement of Receipt at <https://aco.procureware.com/home>; when viewing the solicitation package, bidders that are already registered on the Portal will have the opportunity to express their intent referred to the Bid (options: will bid/will not bid/undecided).

7. AMENDMENT OR CANCELLATION OF IFIB

- 7.1. SHAPE reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFIB prior to the date set for the bid closing. An amendment or amendments to this IFIB will announce such action.
- 7.2. SHAPE reserves the right to cancel, at any time, this IFIB partially or in its entirety. No legal liability on the part of SHAPE for payment of any sort shall arise and in no event will a cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a proposal in response hereto. All effort initiated or undertaken by the bidder shall be done considering and accepting this fact.

8. BIDDERS REQUEST FOR CLARIFICATION

- 8.1. Prospective bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFIB, clauses and specifications, shall be requested in writing **via the ACO Electronic Bidding Portal** using the available section "Questions" referred to this solicitation. The Contracting Officer shall receive such requests for clarification no later than 14 (fourteen) calendar days before the bid closing date.
- 8.2. Information given to a prospective bidder will be furnished to all prospective bidders, as an amendment to this IFIB, only if such information is necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bidders. Oral explanations or instructions shall not be binding unless confirmed in writing by the Contracting Officer **via the ACO Electronic Bidding Portal**.

9. PROPOSAL CLOSING DATE

Proposals shall be received at SHAPE via the ACO Electronic Bidding Portal at <https://aco.procureware.com/home> **no later than 03 JUN 2025 12:00 hours** (Central European Time) as indicated on the transmittal letter of this IFIP, or the authorised extension thereof. At that date and time the bidding will be closed.

After the Bid Closing Date, the ACO eBid portal does not allow Bidders to submit bids in response to this IFIP.

10. EXTENSION OF PROPOSAL CLOSING DATE

Any bidder may request directly to the SHAPE Contracting Officer by email to luis.fernandezlopez@shap.nato.int, and copy to Joaneta.COURTHIADE@shape.nato.int, an extension of the bid closing date. However, the request shall reach the contracting officer, no

later than 14 (fourteen) calendar days prior to the bid closing date and shall include a strong justification for the request. The SHAPE Contracting Officer may, at his/her own discretion, grant an extension of the bid closing date.

11. PROPOSAL VALIDITY

Proposals shall be valid until **31 DEC 2025**.

SHAPE reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity; SHAPE will automatically consider a denial as a withdrawal of the proposal.

12. CONTENT OF PROPOSAL

The proposal shall consist of the following minimum documents:

Administrative, financial and technical documents

(Technical Group - Technical Section in aco.procurement.com)

1. Compliance Statement for the intended contract (Enclosure 1 to Part I hereto).
This signed compliance statement shall be provided even if the proposal is fully compliant with the bidding package. In this case note "no deviation" or an equivalent mention.
2. A declaration concerning the level of NATO security clearance held by the company and its date of validity.
3. A technical documentation including the following information:
 - 1) Proposed Corporate Resources and Capabilities. This document shall include the following:
 - a. A description of all the resources and capabilities that Bidder will use for the performance of the contract, highlighting their strengths and the benefits that will be derived from their use. These resources and capabilities should include the proposed personnel and any additional corporate resources and capabilities that Bidders will mobilise for the performance of the contract. These are some examples of the type of information that Bidders are expected to provide within this section:
 - A headcount of personnel with the competencies required for the various roles specified in the Price Schedule and indication of whether they are in possession of valid security clearances.
 - A description of the Bidder's corporate human capital management approach, showing the mechanisms through which Bidders recruit, retain, and develop their personnel so as to ensure the sustainability and quality of their service offer.
 - A description of the security organization and relevant points of contact.
 - b. Resumes of the individuals that is proposed for the role of Contractor's Full Time Equivalent (FTE) personnel specified in the SOR and for his/her proposed backup in case of unforeseen unavailability. The resumes shall include a section describing any prior engagement(s) led or performed by the proposed personnel that are similar in size, complexity and scope to the services specified in the solicitation and that were performed within the last five years. The resumes must also include:

- Security clearances certificates (or equivalent documentary evidence) and certificates of relevant education must be attached to these resumes.
 - Any client statements or endorsements of the individual work performed by the proposed personnel shall also be attached to each resume. These statements provide information on the scope of services and quality of support provided by personnel.
 - Letters of commitment for the proposed personnel. These documents must show the commitment of the proposed employees (both primary and backup personnel) to work for the Bidder for the whole duration of the Contract, if the Contract is eventually awarded to the Bidder. There is no prescribed template for this letter.
- c. A description of the overall organizational structure of the Bidder and the administration of the service to be performed under the prospective Contract within the overall corporate structure. This section should indicate the chain of authority within the Bidder's organization from the project manager to the Chief Executive Officer.
- d. Bidders must limit the size of the Corporate Resources and Capabilities documentation to a total of 15 pages. The resumes are excluded from this page limitation.

2) Technical Understanding of the Statement of Work and Proposed Approach. Bidders must provide a written description demonstrating their understanding of the nature and extent of ACO's objectives and requirements for the modernisation of its finance and acquisition processes as described in the SOR (Part III of the IFIB) and the proposed approach for their fulfilment. The narrative included in this document must be more than a mere repetition of the descriptions provided in the solicitation. Bidders must include the following information:

- a. Understanding of NATO Requirements and Proposed Approach. A document defining the approach that will be implemented in order to fulfil the requirements specified in the contract. The document shall describe an overall project delivery approach and methodology considering relations, dependencies and derivation for the development and delivery of each specialist product.
- A description of the Bidder's proposed methodology and approach for the delivery of services, tasks and products described in the SOR (Part III), with a clear distinction between the two phases of the contract.
 - Potential risks, challenges and opportunities.
 - Proposed quality control and management approach. A description of the quality tools, techniques and standards to be applied and must also cover the handling of information, product walkthroughs, quality reviews and reporting approach.

Bidders must limit the size of this section to a total of 15 pages. The product descriptions and diagrams are excluded from this page limitation.

- b. Proposed Project Organization. Bidders must provide a high level Project Organization for the execution of tasks required to deliver tasks and Specialist Products described in the SOR.

4. A description of the experience and past performance of the bidder, using the table and questionnaire provided in Enclosure 2 to Part I hereto, in particular:

- List of the projects performed during the past five years for projects substantially similar in scope and magnitude to the requirements described in this solicitation.

- For three of the indicated contracts, Bidders are requested to ask to their customer(s), other than SHAPE, to complete the past performance questionnaire and submit them as part of the proposal package.

SHAPE may contact the companies referenced and conduct verifications regarding the accuracy of the references submitted by the bidder.

5. Bidder shall disclose **ALL claims** in excess of 250,000 € filed against them on on-going and/or completed contracts **of a similar nature and duration**. Bidder shall also disclose any on-going or past civil or criminal litigation that pertain to contracts of a similar nature and duration.

Bidders shall also disclose names of their company's executives or subcontractors who are known to have been indicted or prosecuted for criminal offenses and indicate whether such personnel are still active within the company.

In the event that the bidder has had no claims in excess of 250,000 € filed against them or has not been involved in litigation or any criminal offenses as previously described, **the bidder shall provide a Statement attesting as such.**

Price Proposal

(Pricing Group - Pricing Section in aco.procurement.com)

The Price Proposal shall be submitted on the attached price format (Enclosure 3 to Part I) of the IFIB package. Bidders shall note that partial bidding is not authorised. Prices shall be without VAT.

Bidders undertake to establish their bids in complete independence.

Any information exchange, agreement, or collusion among bidders and prospective bidders to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such bidders void.

SHAPE will take special care to detect signs of collusion, bid rigging or any other form of fraud to limit competition on the part of bidders. These facts will be reported to the appropriate authorities and may be prosecuted if found.

13. PROPOSAL SUBMISSION

13.1. The whole proposal, to include any submittals, shall be written in English.

13.2. Proposals shall be submitted **electronically** through the ACO Electronic Bidding Portal available at <https://aco.procurement.com/home> using the functionalities available to **registered vendors**.

The proposal shall consist of:

- a. The technical information/submission (as per eBid portal terminology, this information is categorized as "Vendor Bid Form/Technical Group") to be uploaded onto the portal within the appropriate placeholder; and
- b. The pricing documents to be uploaded onto the portal within the placeholder marked with "Vendor Bid Form/Pricing Group".

- c. Per each category above (technical and price), information/documents shall be uploaded by the Bidder through single and/or multiple files (up to 5 placeholders, one of which is mandatory per each category has been set by SHAPE on the portal). Bidders shall consider the size of the documents they will be uploading to respond to this IFIB and make any necessary adjustment depending on the speed limits of their internet connection in order to avoid connection timeout issues.

Important Notes to Bidders:

- Proposals electronically submitted in response to this solicitation are automatically sealed by the eBid portal. Therefore, information contained in the proposals is not accessible by SHAPE before the Bid Closing Date.
- **No pricing information shall be uploaded onto the portal within the placeholders marked under the category “Vendor Bid Form/Technical Group”.** If price proposal information is uploaded with the technical proposal, the Bidder may be deemed administratively non-compliant and its proposal excluded from consideration.

13.3. In the event of technical issues experienced by the Bidder while submitting its proposal using the eBid portal; the Bidder shall submit a support request through the Help menu that is available on the top right corner of the eBid portal (Home Page), after Bidder has completed the log-in process.

13.4. Bidders are strongly recommended to account adequate time to properly complete the proposal submission process and to include sufficient “contingency” time to address technical issues for resolution in the remote, unlucky event technical issues would occur.

14. PROPOSAL WITHDRAWAL

A bidder may withdraw its proposal from the eBid portal up to the date and time specified for the Bid Closing Date by clicking the appropriate button “Withdraw Bid”.

15. PROPOSAL EVALUATION

- 15.1. The price approach will be adopted to award the contract under this solicitation considering only Price for all compliant bidders
- 15.2. The evaluation of proposals and the determination as to the responsiveness and technical adequacy of the services, products and/or materials offered shall be the responsibility of the SHAPE Contract Award Committee (CAC)¹ that will conduct the evaluation of the proposals received in response to this solicitation. The CAC evaluation process shall be based on the information provided by bidders. SHAPE will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the proposal. SHAPE may waive informalities and minor irregularities in proposals received at its sole discretion as long as such informalities and/or minor irregularities do not affect the mandatory/essential evaluation criteria stated in this IFIB.

¹ CAC composition is ruled in the Bi-SC 60-70 Procurement Directive. It provides three voting members: (1) a Chairman, (2) a representative(s) from the requiring organization, (3) an independent member. Other functional experts may be called upon during the CAC proceedings if/when required.

- 15.3. The first step of the evaluation phase will consist in the assessment of the administrative compliance with the documents that bidders are required to submit in accordance with Paragraph 12 above (Selection criteria: Pass or Fail).
- 15.4. The second step of the evaluation phase will consist in the assessment of the technical compliance with the mandatory requirements set out in Part III hereto (Selection criteria: Pass or Fail).
- 15.5. The third step of the evaluation phase will consist in the assessment of the financial responsibility using as a reference the Dun and Bradstreet (D&B) "Failure score" system. Any score lower than 40 will result in the bidder's proposal not being considered unless the bidder can provide proof of financial soundness upon invitation by SHAPE (Selection criteria: Pass or Fail).

In the event that the Contractor is not registered with Dun & Bradstreet, SHAPE shall invite it to provide evidence of its financial strength either by reference to another international recognized rating system or by the production of financial documents (e.g. annual balance sheets). If SHAPE considers these documents insufficient, it may request additional information.

- 15.6. The fourth step foresees the evaluation of the Factor. The lowest price will be selected

- **Total Evaluated Price:** Evaluation of the total estimated cost of the contract based on the prices specified in the Price Proposal (Enclosure 3 to Part I). For the purpose of price comparison, all prices will be converted into Euro on the basis of the Euro foreign exchange rates published by the European Central Bank at close of business of the last working day preceding the proposal closing date.

NATO may determine that a proposal is unacceptable if the prices proposed are materially unbalanced, unrealistic, or unreasonable. This will occur when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if it is determined that the lack of balance, realism, or reasonableness poses an unacceptable risk to NATO.

Bidders are informed that the total price of the Phase 1 of the contract as specified in Section A of the Price Proposal must not exceed the amount of **€1,200,000 per one year**. Proposals submitted in excess of the stated figure may be determined to be non-compliant and eliminated from further consideration. Bidders must also note that offers below a total cost of **€250,000** of the contract may be considered as non-realistic and eliminated from further consideration without further clarification.

16. CLARIFICATION OF PROPOSALS

During the entire proposal evaluation process SHAPE reserves the right to clarify any proposal with the bidders in order to clearly identify what is being offered and to resolve any potential areas of non-compliance.

17. AWARD

- 17.1 SHAPE Contract Award Committee (CAC) will determine the ranking of the bids and will select the Bidder whose conforming proposal represents the cheapest compliant for SHAPE, and demonstrates that it can fully accomplish the IFIB requirements, in accordance with the evaluation criteria specified in the IFIB.
- 17.2 SHAPE intends to evaluate proposals and award the contract without discussions with Bidders (except clarifications). Therefore, the Bidder's initial proposal should contain the Bidder's best

terms from a cost or price and technical standpoint as well as contractual terms and conditions. SHAPE reserves the right to conduct discussions if the source selection authority later determines them to be necessary. If the source selection authority determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the source selection authority may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

17.3 Within 10 (ten) working days of the date of notification of award, the awardee shall be required to provide the following documents:

- Certificate from social security authorities to the effect that the bidder is up to date with the payment of social security contributions;
- Certificate from national authorities to the effect that the bidder has met all tax obligations in accordance with the legal provisions of the country in which the company is registered;
- Certificate from the insurance company that the bidder maintains workmen's compensation, employees' liability or other type of insurance required by German Law;
- Certificate from the insurer that the bidder maintains a suitable civil liability insurance to cover, on the one hand, damage which could be caused to NSO's premises, e.g. by fire, and on the other hand, injury to persons.

SHAPE reserves the right to extend the delay of 10 (ten) working days upon written and justified request by the awardee.

17.4 Should the awardee fail to submit the above required documents, its bid will be voided and SHAPE will resort to the 2nd ranked bidder, who shall have to meet the above requirement within the same delay of 10 (ten) working days. This process will be reiterated until a duly ranked bidder has complied with the SHAPE's request.

17.5 Notwithstanding the provisions above, SHAPE reserves the right, at any time, to reject any or all proposals and/or to not proceed with any award as a result of this IFIB.

18. DEBRIEFING

Bidders are eligible to receive a debriefing on the Contract Award Committee's decision. To obtain that, bidders shall submit a written request to the contracting officer within five (5) working days of the date on which they receive notification of the aforementioned decision.

19. RIGHT OF PROTEST / APPEAL

19.1. Right of Protest:

- a. Prospective bidders may submit a written protest by registered letter within 10 working days from the publication of the IFIB and its specifications on the ACO Electronic Bidding Portal. The Contracting Officer will consider the protest and make a decision which will be communicated in writing to the originator within 10 working days from the receipt of the written submission of a protest. The date of receipt will be that of the registered letter receipt. The Protest shall stay the award until the Contracting Officer communicates the decision. If the protest cannot be resolved amicably with the Contracting Officer the IFIB will proceed normally and a Contract Award Committee will be convened.
- b. An unsuccessful bidder may submit a written protest by registered letter within 10 working days of the notification of the decision to award. If the protest cannot be

resolved amicably with the Contracting Officer, the Contract Award Committee will reconvene to assess the merits of the protest. A decision will be rendered by the Contract Award Committee and communicated in writing to the originator within 10 working days from the receipt of the written submission of a protest. The date of receipt will be that of the registered letter receipt. The Protest shall stay the award until the Contracting Officer communicates the decision of the Contract Award Committee.

19.2. Right of Appeal:

An appeal may be submitted in writing via registered letter within five (5) working days of receiving the decision to the first level of protest as per the subparagraphs 19.1 here above, for review by the ACO Head of Contracts. A final decision will be communicated in writing within 5 working days from the receipt of the formal appeal. The Appeal shall not stay the award. Any dispute which remains unresolved may be submitted in accordance with the Budget Procurement Guidance available on the Doing Business with ACO website <https://shape.nato.int/page183282250.aspx>. Submitting a proposal demonstrates acceptance of these conditions and any limitations therein.

20. COMMUNICATIONS

20.1. Any communication related to this IFIB, between a prospective bidder or a bidder and SHAPE shall only be through the SHAPE Contracting Officer in the first instance. Designated SHAPE personnel will assist the Contracting Officer in the administration of this IFIP. There shall be no contact with other SHAPE personnel. This is to maintain all bidders on equal and competitive footing. If a Bidder is found to be communicating with SHAPE personnel other than the Contracting Officer and his/her designated personnel, that Bidder will be excluded from the competition.

20.2 POINTS OF CONTACT:

Mr. Luis Alberto FERNANDEZ LOPEZ
Senior Contracting Officer
Telephone: +32 (0) 65 44 9072
Email address: Luis.fernandezlopez@shape.nato.int

or

Mr. Joaneta COURTHIADE
Senior Contracting Officer
Telephone: + 32 (0) 65 44 2033
Email address: Joaneta.COURTHIADE@shape.nato.int

20.3. All correspondence will be forwarded to:

SHAPE – FINANCE AND ACQUISITION DIRECTORATE
Acquisition Management Branch
IFIB-ACO-SH-25-05
POST BOX 18/A, Bldg 101
B - 7010 SHAPE, BELGIUM

21. “ZERO TOLERANCE POLICY”

- 21.1. All ACO Purchasing and Contracting personnel observes a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. Bidders are therefore expected not to offer any gift or hospitality during any phase of the acquisition process (i.e. pre-award, award, post-award).
- 21.2. By submitting a proposal in response to this IFIP the bidders implicitly certify that neither the bidders nor their agents or representatives have offered or given any gratuity whatsoever to any NATO personnel with a view to securing a contract or favourable treatment with regard to the award, modification or execution of any contract under this solicitation.
- 21.3. The Contracting Officer may, by registered letter, terminate any contract awarded as a result of this solicitation at no cost to SHAPE without notice if it is found, after an investigation that gratuities such as, but not limited to entertainment and gifts were offered or given by the Contractor to SHAPE personnel with the respect to the award of any contract under this solicitation, or to the taking of any decision regarding its execution.
- 21.4. If the Contracting Officer established that the provisions stated in paragraphs 21.1, 21.2 and 21.3 above have been disregarded, the bidder(s) may be removed from any NATO source list after SHAPE will have informed both NATO Commands and the relevant national authorities.

**Enclosure 1 to Part I -
Compliance Statement¹**

It is hereby stated that we have read and understand all documentation issued as part of **IFIB-ACO-SH-25-05**. Our proposal submitted in response to the referred solicitation is fully compliant with the provisions of the IFIP and the intended contract with the following exception(s):

Clause	Description of Deviation
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

(if necessary, add another page)

Date: Signature:

Company: Name & Title:

Company Proposal Reference:

¹ Bidders' response to this IFIP shall be based on full compliance with the terms, conditions, and requirements of the IFIP and its future clarifications and/or amendments. The bidder may only 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 explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance. SHAPE reserves the right to not accept the variations offered by the Bidder and, therefore, disqualify the Bidder from this IFIP.

**Enclosure 2 to Part I -
Experience and Past Performance Evaluation¹****Table 1: Past Performance – Description of the bidder's experience**

The bidder shall list/describe the services / projects performed during the past 5 years of the same nature as those described in the SOR (bidders can add as many lines as needed).

Project Title / Description ²	Period of performance	Amount	Customer	Customer's contact information

(Bidder's Name and Signature)

(Date)

¹ SHAPE may conduct verifications regarding the accuracy of the references submitted by the bidder.

² The bidder shall describe how the work performed relates to the works matter of this contract.

Table 2: Past Performance – Rating of the quality of the services / projects performed for former customers

For three of the contracts indicated in Table 1, Bidders are requested to ask to their customer(s) to complete the past performance questionnaire and submit them as part of the proposal package.

1. Contractor's Details <i>(the name, address, telephone, email and website if any of the company that has <u>provided</u> the goods/services)</i>		
2. Customer's Details <i>(the name, address, telephone, email and website if any of the company which has <u>received</u> the goods/services)</i>		
3. Customer's POC: Name: _____ Tel: _____ Email: _____ Fax: _____		
4. Contract reference/Title:		
5. Contract type: <input type="checkbox"/> Firm Fixed Price* <input type="checkbox"/> Cost Reimbursement* <input type="checkbox"/> Best Value* <input type="checkbox"/> Other* (Please specify) (*) Mark with a cross		
6. Period of Performance: From _____ to _____		
7. Contract amount: - at the time of award: _____ - after modifications: _____		
8. Description of Contract Service:		
9. Complexity of Work: <input type="checkbox"/> Difficult* <input type="checkbox"/> Routine* (*) Mark with a cross		

¹ Please use adjectival ratings from attached sheet.

PAST PERFORMANCE RATING GUIDELINES

Summarize Contractor Performance in each of the rating areas.

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, Excellent.

Use the following instructions as guidance in making these evaluations.

Note: There is no corresponding guidance for "Customer Satisfaction".

Please use the comments area on the preceding form to justify the rating given "Customer Satisfaction."

Ratings	Quality of Work/ Personnel/Service	Cost Control	Timeliness of Performance	Business Relations/Sub Contractor Mgmt
	<ul style="list-style-type: none"> -Compliance w/contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget -Current, accurate, complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issued 	<ul style="list-style-type: none"> -Met interim milestones -Reliable -Responsive to technical direction -Completed on time 	<ul style="list-style-type: none"> -Effective Mgmt -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective SB/SDB Subcontract Program
Unsatisfactory	Non-conformances are compromising the achievement of contract requirements	Cost issues are compromising performance	Delays are compromising achievement of contract requirements	Response is not effective
Poor	Non-conformances require major agency resources to ensure achievement of contract requirements	Cost issues require major agency resources to ensure achievement of contract requirements	Delays require major agency resources to ensure achievement of contract requirements	Response is marginally effective
Fair	Non-conformances require minor agency resources to ensure achievement of contract requirements	Cost issues require minor agency resources to ensure achievement of contract requirements	Delays require minor agency resources to ensure achievement of contract requirements	Response is somewhat effective
Good	Non-conformances do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response is usually effective
Excellent	There are no quality problems	There are no cost issues	There are no delays	Response is effective

Enclosure 3 to Part I - Price Proposal

All prices shall be without VAT.

Firm Fixed Price (*)

No	Objective	SOR /Proposal Reference	Initial contract period (Man-hour rate)	Year-option 1 (Man- hour rate)
1	Provision Contractor Support for to SHAPE stated at Part III-B (Statement of Work); rate applicable Monday to Friday for services requested anytime during timeframe 08:30-17:30 hours	-----		

(*) No price revision is allowed

(Bidder's Name and Signature)_____
(Date)



SUPREME HEADQUARTERS ALLIED POWERS EUROPE

GRAND QUARTIER GÉNÉRAL DES PUISSANCES ALLIÉES
EN EUROPE

Mons - Belgium



PROVISION OF JOINT TARGETING COURSES AT NATO SCHOOL OBERAMMERGAU

PART II GENERAL PROVISIONS

IFIP-ACO-SH-25-05

PART II

GENERAL PROVISIONS

1. DEFINITIONS

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

- 1.1. **"NATO"** shall refer to North Atlantic Treaty Organisation;
- 1.2. **"ACO"** shall refer to the Allied Command Operations;
- 1.3. **"SHAPE"** shall refer to the Supreme Headquarters Allied Powers Europe, located at 7010 SHAPE, Belgium;
- 1.4. **"Contracting Officer"** designates the official executing this invitation for proposals on behalf of the NATO Supreme Headquarters Allied Powers Europe (SHAPE). Only duly designated Contracting Officers have the authority to obligate SHAPE;
- 1.5. **"Contracting Officer's Technical Representative"** or **"COTR"** designates the staff element appointed by the Contracting officer that has the authority to coordinate, monitor and control Contractor's performance and compliance with the technical requirements of the contract.
- 1.6. **"Ordering Officer"** means a staff member of SHAPE appointed in writing by the contracting officer to place orders on to the contractor;
- 1.7. **"Project Controller"** means a staff member of SHAPE appointed in writing by the Chief, Engineer Branch for the purpose of determining that the contractor has all required approvals and permits to execute the contract;
- 1.8. **"Health, Environment & Safety Officer"** means the staff member of SHAPE appointed by the Commander of the International Headquarters and Support Command for the purpose of determining compliance with health protection, hygiene and safety regulations;
- 1.9. **"Contractor"** designates the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it;
- 1.10. **"Purchase Order"** means the contractual document used by SHAPE to order supplies and services;
- 1.11. Unless otherwise specified in the contract, the term **"Days"** shall be interpreted as meaning calendar days.
- 1.12. **"Force Majeure"** means act of God, natural disaster, invasion or armed conflict (whether declared or not) and other hostilities, revolution, rebellion or industrial disturbances, except whether solely restricted to the employees of the Contractor, insurrection or riot, commotion or other disorder, ionizing, radiation or contamination by regular activity from any nuclear fuel or waste, radio-active/toxic explosives or other hazardous properties of any explosives, nuclear assembly of nuclear components thereof, or epidemics of contagious diseases or quarantine restrictions, or other act, event or circumstance of a similar nature or force arising from circumstances beyond the control of the Parties which could not reasonably be expected to have been taken into account at the time of the conclusion of the Contract and which, or the consequences of which, the Parties could not reasonably have avoided or overcome.

2. APPLICABLE LAW AND REGULATIONS

- 2.1. Except as otherwise provided in the contract, the contract shall be governed, interpreted and construed in accordance with the Civil Law of the Kingdom of Belgium.
- 2.2. When performing at NATO Installations the contractor and its personnel (including also the sub-contractor's personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and SHAPE/local installation Directives.
- 2.3. 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.

3. ORDER OF PRECEDENCE

In the event of any inconsistency in the contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:

- 1st The Part I of the Contract¹
- 2nd The Special Provisions and Statement Of Work (Part III);
- 3rd These General Provisions (Part II);
- 4th The Contractor's Proposal accepted by SHAPE.

The above documents form entire part of the contract.

4. AUTHORITY

Any modifications, including changes, additions or deletions and instructions under the contract shall not be binding unless issued in writing by the contracting officer.

5. CONSUMER PROTECTION

SHAPE is a non-profit international organisation that shall use the goods and services ordered through the contract for its own self-consumption and not for sale. Therefore, the contractor agrees that SHAPE must be treated as a consumer for the purposes of the application of any benefits derived from prevailing regulations on consumer protection (e.g., all applicable EU directives on the matter). Specifically, the contractor agrees to extend to SHAPE the same guarantees and protection applicable to consumers in accordance with any of the stated regulations.

6. CONTRACTOR STATUS

The contractor's status shall be that of an independent contractor and it is expressly understood that neither the contractor (nor its personnel) nor sub-contractors shall be considered in any respect as being employees, servants or agents of NATO.

7. CONTRACTOR RESPONSIBILITY

The contractor shall be responsible for the execution of all terms of the contract. It may not delegate its rights or transfer its obligations without the prior permission of the contracting officer.

8. CONTRACTOR PERSONNEL

- 8.1. The contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under the contract; it shall strictly comply with all German Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel. Contractor may be required to provide a copy of the employment contracts of its personnel.
- 8.2. Privileges and Immunities extended to SHAPE personnel are an exclusive right and as such not transferable to the contractor and its employees. This includes the right to access and use the facilities managed and/or operated by NATO School Oberammergau's (NSO) Community Services.

9. SUB-CONTRACT

- 9.1. The contractor may place, and shall be responsible for the administration and performance of all sub-contracts that it deems necessary to meet the requirements of the contract in full. The contractor shall apply to the contracting officer for approval before sub-contracting any part of the work. Should approval be granted, the same documentation, related to the sub-contractor's personnel to be employed at NSO, as stated in the Clause titled "EMPLOYEES" herein, must be presented.
-

¹ This document will be established and signed upon award.

- 9.2. Any Subcontractors, outside associates or consultants required by the Contractor in connection with the services covered by the Contract shall be limited to individuals or firms that were specifically identified and agreed to during the solicitation/negotiation process. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these sub-contractors, associates, or consultants.

The designation of a sub-contractor must be approved by the SHAPE Contracting Officer, who may, for reasons of his own, refuse such designation.

- 9.3. Even if a sub-contract is placed, the contractor remains responsible to SHAPE for all obligations it assumes under the contract.
- 9.4. Sub-contractors shall be limited to persons and firms of member nations of NATO.
- 9.5. The sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the contract, at no cost to SHAPE/NSO.
- 9.6. Cancellation of the present contract shall automatically terminate all sub-contracts, unless agreed otherwise between SHAPE and the sub-contractors.

10. AUTHORISATION TO PERFORM

The contractor warrants:

- that it and its sub-contractors have been duly authorised to provide the required services and do business in Germany;
- that it and its sub-contractors have obtained or shall obtain all necessary licenses and permits required in connection with the contract;
- that it and its sub-contractors shall fully comply with all the laws, decrees, labour standards and regulations of Belgium during the performance of the contract;
- and that no claim for additional moneys with respect to any authorisations to perform shall be made upon SHAPE.

11. SECURITY

- 11.1. The contractor shall comply with all security requirements prescribed by SHAPE and the National Security Authority or designated security Agency of the Republic of Germany.
- 11.2. The contractor is responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the contract, or any information it may become privy to. It undertakes not to pass on such information or to use it for any purpose whatsoever. Similarly, all contractor personnel employed at SHAPE/NSO shall be required not to disclose any information they may become aware of in the performance of the contract.
- 11.3. Any known or suspected breaches of security or other matters of security significance shall be immediately reported by the contractor to the contracting officer and to the SHAPE/NSO Security Officer.
- 11.4. The contractor ensures that its employees are informed that they may be searched when they enter or leave NSO's premises.
- 11.5. The contractor shall place the sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.
- 11.6. If requested, the contractor undertakes to provide SHAPE/NSO Security Officer with an information sheet on all its employees, before they take up their duties, using the form provided by that officer.
- 11.7. The contractor accepts to terminate immediately the duties at NSO of any employee whose presence is deemed undesirable by SHAPE/NSO on the same day that such notification is given by the contracting officer or SHAPE/NSO Security Officer, without SHAPE being required to state the reasons. Furthermore, in no case may SHAPE/NSO be held responsible for the consequences of such a decision.

12. ACCESS CONTROL

Before commencing work on NSO's premises, the contractor's personnel must be in possession of access cards, and all its vehicles must display access permits. The request for these documents must be submitted to the COTR and the contractor should plan 15 days to obtain these. The access cards and permits remain valid until the date indicated

on them; any renewal must be requested at least 15 days before the expiration date. Time lost due to the failure of the contractor to request in a timely manner access cards and access permits shall not entitle him to a claim for lost time or for an extension of the completion date for the performance of the contract.

13. INSURANCE

- 13.1. The contractor agrees to procure and maintain, without any cost to SHAPE, any workmen's compensation, employees' liability or other type of insurance required by Belgian Law.
- 13.2. The contractor agrees to procure and maintain, without any cost to SHAPE, a suitable civil liability insurance to cover, on the one hand, damage which could be caused to NSO's premises, e.g. by fire, and on the other hand, injury to persons. This insurance shall be submitted to the contracting officer for verification of adequacy.

14. HEALTH, SAFETY AND ACCIDENT PREVENTION

- 14.1. The contractor shall comply with the European Union, German Laws and Regulations on safety at work and with the Regulations in force with regard to health protection, safety and hygiene.
- 14.2. If the contracting officer or the COTR notifies the contractor in writing of any non-compliance in the performance of the contract, with regard to safety and health rules and requirements prescribed by applicable national or local laws, ordinances and codes, and the contractor fails to take immediate corrective action, then 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 the contract price or other reimbursement for resulting increased costs or losses;
- 14.3. At any time, SHAPE/NSO Health, Environment & Safety Officer and German labour inspection authorities shall be entitled to inspect any contractor's activities in order to guarantee that this clause is enforced.
- 14.4. The contractor shall comply with all German Laws and Regulations on safety at work, and with the Regulations in force at NSO with regard to health protection, safety and hygiene.

15. LABOUR AND MATERIAL STANDARDS

All labour and materials shall comply with all applicable International/European Norms, Regulations and Standards.

16. INSTALLATION WORKS AND VARIATIONS

Not applicable.

17. CONTRACTOR'S FURNITURE AND EQUIPMENT

- 17.1. The contractor may furnish, install and maintain its own furniture and equipment without any cost or expense to NSO. Approval from the contracting officer or its representatives is required prior to the installation of any major item of contractor equipment. The equipment, furniture and fixtures provided by the contractor shall not be removed without prior written approval of NSO and, in the event of removal all costs and expenses thereof shall be borne by the contractor.
- 17.2. The contractor shall provide all appropriate equipment (tools, scaffolding, etc.), necessary for the completion of the work. The contractor shall maintain their equipment during the work in order to avoid any delay or accident. At the end of the contract, the contractor's equipment shall be evacuated from the area unless otherwise agreed by the contracting officer.
- 17.3. The storage of the contractor's tools, equipment and material shall be the contractor's responsibility and shall be confined to a designated area. Access to this area is possible only during working days and normal working hours. The contractor remains sole responsible for the security of its stored equipment and supplies.

18. SHAPE/NSO FURNISHED PROPERTY (if any)

- 18.1. SHAPE/NSO shall deliver to the contractor, for the use only in connection with the contract, the property stated in the Part III of the contract (hereinafter referred as "SHAPE/NSO furnished property"), at the times and locations stated therein. If NATO furnished property suitable for its intended use is not so delivered to the contractor, the contracting officer shall, upon timely written request made by the contractor and if the facts warrant such action, equitably adjust any affected provision of this contract.
- 18.2. Title to SHAPE/NSO furnished property shall remain vested in NSO. The contractor shall maintain adequate property control records of SHAPE/NSO furnished property in accordance with sound industrial practice.

- 18.3. Unless otherwise provided in this contract, the contractor, upon delivery to him of any SHAPE/NSO furnished property shall assume the risk of, and shall be responsible for, any loss thereof, or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the contract.
- 18.4. The contractor shall, upon completion of this contract, return all NATO furnished property, as may be directed or authorised by the contracting officer.
- 18.5. The contractor shall not modify any SHAPE/NSO furnished property unless specifically authorised by the contracting officer or directed by the terms of the contracts.

19. MAINTENANCE OF SHAPE OWNED PREMISES AND FIXTURES

Not applicable.

20. ON-SITE UTILITIES

Not applicable.

21. SITE PROTECTION

Not applicable.

22. PROTECTION AND INDEMNIFICATION OF SHAPE/NSO

- 22.1. The contractor shall at all times hold SHAPE/NSO, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the contractor, its agents, representatives, employees or sub-contractors.
- 22.2. The contractor shall indemnify and hold SHAPE/NSO harmless against claims for injury to persons or damages to property of the contractor or others arising from the contractor's possession or use of SHAPE furnished property, including facilities and utilities.
- 22.3. The contractor shall pay compensation for all damage occurring to any NSO's property, facilities and utilities, occasioned by the contractor, its agents, representatives, employees or sub-contractors, arising from its or their presence on NSO's premises in connection with the contract.
- 22.4. All property of the contractor while at NSO's premises shall be at the risk of the contractor, and SHAPE shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of NSO's agents, representatives or employees.

23. PREFERRED CUSTOMER

- 23.1. The contractor warrants that the prices set forth in the contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities of services covered by the contract under similar conditions. In the event that prior to termination of the contract the contractor offers any of such services in substantially similar quantities to any customer at prices lower than those set forth herein, the contractor shall so notify SHAPE and the prices of such services shall be correspondingly reduced by an amendment to the contract.
- 23.2. Price in this sense means "Base Price" prior to applying any bonus, export tax reductions, turnover tax exemptions and other reductions based on National Policies.

24. PRICES

Unless otherwise indicated in the contract, all prices are firm and fixed.

25. TAXES AND CUSTOMS CHARGES

- 25.1. According to the agreements (Article VIII of the Paris Protocol dated 28 Aug 1952, Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are exempt from taxes, duties and similar charges. Where notwithstanding, these are imposed by national regulations, bidders shall enclose the list and the amounts of taxes, duties and similar charges which have been included in their proposal, with a justification.

- 25.2. The contract price, including the prices in any sub-contracts hereunder, does not include any customs charges, taxes or other charges levied by the member nations of NATO, or any political subdivision thereof, on the work performed by the contractor or his sub-contractors under this contract.
- 25.3. Payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by SHAPE to the extent that SHAPE is not, by virtue of law, regulation or governmental agreement, exempt from such charges and SHAPE shall hold the contractor and his sub-contractors harmless therefrom. In the event such charges are levied against, and must be paid directly by, the contractor to his sub-contractors, SHAPE shall reimburse the contractor the full amount of the charges upon receipt of the contractor's invoice and appropriate documentation.

26. PERFORMANCE BOND / BANK GUARANTEE

Not applicable.

27. CONTRACT EFFECTIVE DATE

The effective date of the contract is the date of last signature by the Parties, or a specific date set forth in Part I hereof.

28. DURATION OF CONTRACT

The duration of the contract is stated in Part I of the Contract.

29. OPTIONS

SHAPE shall have the right to exercise any or all of the options, in whole or in part or none, at the terms and conditions set forth in the contract.

30. CHANGES

- 30.1. Any changes, modifications, additions or deletions and instructions under the contract shall not be binding unless issued in writing as formal amendments by the contracting officer and signed by both Parties in the same manner as the contract.
- 30.2. The contracting officer may at any time, by a written order, make changes, within the general scope of this contract.
- 30.3. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of any part of the work under the contract, an equitable adjustment shall be made to the contract price. Then the contract shall be modified in writing accordingly.
- 30.4. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Clause titled "DISPUTES" herein. However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

31. REGULAR WORKING HOURS AT SHAPE

- 31.1. The work shall be performed on weekdays in accordance with the official working hours of NSO: 08:30H till 17:30H. The contractor shall obtain from the COTR the list of the NSO holidays during the period of performance for the contract.
- 31.2. Special requests shall be made to the COTR for permission to work outside normal NSO working hours or on NSO holidays. Start times and planning of various stages of the work shall be co-ordinated with the COTR and these times shall be adhered to.
- 31.3. Exceptionally, the contractor accepts that SHAPE/NSO may have a requirement that work be performed outside the normal working hours. The financial compensation shall be mutually agreed between the contractor and the contracting officer.

32. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

- 32.1. Unless the dates and the implementation schedule for the execution of the contract are set in the contract, the contractor shall commence work within 30 working days after the date of his acceptance of the contract, or, after receipt of a purchase order to execute the requested work. The contractor shall complete the entire work, ready for acceptance and use, within one calendar year.

- 32.2. The contractor shall report in writing to the COTR any weather inclemency which may preclude the continuation of work in force at the time of execution of contract. The final date of the works completion shall be corrected in accordance with the provisions of that document.
- 32.3. The time for completion of the work shall include final clean-up of the site.
- 32.4. Exceptionally or in the case of emergency, the contractor must be prepared to commence work on receipt of a written site instruction signed by the Project controller and the COTR. This instruction will be issued on the understanding that it will in the fullness of time be followed up with a formal purchase order. The contractor undertakes to provide this level of readiness at no additional cost to SHAPE.

33. CONTRACTOR'S NOTICE OF DELAY

- 33.1. In the event the contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the contracting officer in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by SHAPE of any delivery schedule or date, or of any rights or remedies provided by law or under the contract.
- 33.2. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the contractor shall give notice and full particulars in writing to the contracting officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under the contract. If the contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its obligations and meet its responsibilities under the contract, SHAPE has the right to suspend or terminate the contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein.

34. LIQUIDATED DAMAGES

For each calendar day of delay in the performance of any relevant task or duty under the contract, and in lieu of actual damage, the contractor shall pay to SHAPE as fixed, agreed, and liquidated damages, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, SHAPE may terminate the contract in whole or in part as provided in the first paragraph of the "DEFAULT" clause and in that event the contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT" clause, for such liquidated damages accruing until such time as SHAPE may reasonably obtain delivery or performance of similar supplies or services. The contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the contractor, as defined in third paragraph of the "DEFAULT" clause and in such event, subject to the "DISPUTES" clause, the contracting officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in its judgement the findings of fact justify an extension.

35. SHAPE DELAY OF WORK

- 35.1. If the performance of all or any part of the work is delayed or interrupted by an act of SHAPE in the administration of the contract, which act is not expressly or implicitly authorized by the contract, or by its failure to act within the time specified in the contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of the contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption (i) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contractor; or (ii) for which an adjustment is provided or excluded under any other provision of the contract.
- 35.2. No claim under this clause shall be allowed (i) for any costs incurred more than twenty (20) days before the contractor shall have notified the contracting officer in writing of the act or failure to act involved; and (ii) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the contract.
- 35.3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to SHAPE facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the contracting officer, in writing, to the contractor at least 10 days prior to their implementation.
- 35.4. No claim shall be made by the contractor for delays incurred in gaining access to SHAPE for contractor employees, sub-contractors, suppliers and other personnel engaged in the work. In addition, where the contractor is required to provide escort for personnel without appropriate security clearance, no claim will be accepted. The contractor is expected to provide escort throughout the period where access is required.

36. STOP WORK ORDER

- 36.1. The contracting officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by the contract for a period of ninety (90) days after the order is delivered to the contractor and for any further period to which the parties may agree. Any such order shall be specifically identified as Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimise the incidence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the contractor, or within any extension of the period to which the parties shall have agreed, the contracting officer shall either:
- cancel the stop work order, or
 - terminate the work covered by such order as provided in the "Termination for Convenience" clause of the contract.
- 36.2. If a stop work order issued under this clause is cancelled, or the period of the order or any extension thereof expires, the contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:
- the stop work order results in an increase in time required for, or in the contractor's cost properly allowable to, the performance of any part of the contract and
 - the contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the contracting officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under the contract.
- 36.3. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of SHAPE the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

37. DISPUTES

- 37.1. All disputes arising from the performance of the contract shall be settled through amicable settlement between the contracting officer and the contractor.
- 37.2. Should the contracting officer and the contractor fail to come to an amicable settlement of the dispute, the dispute shall be settled in the competent Court of Belgium, arbitration councils included, unless otherwise specified in the contract. In case of using the judicial avenue, the contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Belgian court.

38. TERMINATION FOR DEFAULT

- 38.1. SHAPE may, subject to the provisions of paragraphs below, by contracting officer's written notice of default to the contractor, terminate the whole or any part of the contract in any one of the following circumstances:
- if the contractor fails to provide or perform the services within the time and as specified herein or in any extension thereof; or
 - if the contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms;
 - and in either of these two circumstances does not resolve such failure within a period of ten days (or such longer period as the contracting officer may authorise in writing) after receipt of notice from the contracting officer specifying such failure.
- 38.2. In the event that SHAPE terminates the contract in whole or in part as provided in the paragraph above, SHAPE may procure services similar to those so terminated and the contractor shall be liable to SHAPE for any excess costs for such similar services. The contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.
- 38.3. 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 from 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 from 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 services to be provided by the Sub-contractor were obtainable from other sources in sufficient time to permit the contractor to perform the contract.

- 38.4. If the contract is terminated as provided in the first paragraph of this clause, SHAPE, in addition to any other rights provided in the clause, may require the contractor to transfer title and deliver to SHAPE in the manner and to the extent directed by the contracting officer:
- any completed supplies and
 - such partially completed supplies and materials, parts, tools, dies, 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 the 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 SHAPE has an interest. Payment for completed supplies delivered to and accepted by SHAPE shall be at the contract price. Payment for manufacturing materials delivered to and accepted by SHAPE 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 the contract entitled "Dispute". SHAPE 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 SHAPE against loss because of outstanding liens or claims of former lien holders.
- 38.5. If after notice of termination of the 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 SHAPE, be the same as if the notice of termination had been issued pursuant to such clause.
- 38.6. Both Parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practices applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

39. TERMINATION FOR CONVENIENCE OF SHAPE

- 39.1. The performance of work under the contract may be terminated by SHAPE in accordance with this clause, in whole or in part, whenever the contracting officer shall determine that such termination is in the best interest of SHAPE. Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 39.2. After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the contractor shall:
- stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - place no further orders or sub-contracts for material, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - settle all liabilities and all claims arising from such termination of orders and sub-contracts, with the approval or ratification of the contracting officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - transfer title of property and deliver to SHAPE in the manner, at the times, and to the extent, if any, directed by the contracting officer:
 - o the fabricated parts, work in process, completed work, and
 - o the completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to SHAPE;
 - complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

- 39.3. After receipt of a Notice of Termination, the contractor shall submit to the contracting officer its termination claim, in the form and with certification prescribed by the contracting officer. Such claim shall be submitted promptly but in no event later than three months from the effective date of termination. Upon failure of the contractor to submit its termination claim within the time allowed, the contracting officer may determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon pay to the contractor the amount so determined.
- 39.4. When such claim has been submitted, and the Contractor and the Contracting Officer agree upon the whole amount to be paid, SHAPE shall thereupon pay to the Contractor the amount so determined. In the event of failure to agree upon that amount, SHAPE shall pay to the Contractor the amount determined by the Contracting Office. The total sum to be paid to the Contractor under this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated;
- 39.5. Unless otherwise provided for in the contract, or by applicable statute, the contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to SHAPE at all reasonable times at the office of the contractor but without direct charge to SHAPE, all its books, records, documents and other evidence bearing on the costs and expenses of the contractor under the contract and relating to the work terminated hereunder, or to the extent approved by the contracting officer, photographs, micro-photographs, or other authenticated reproductions thereof.

40. SPECIAL TERMINATION CLAUSE

- 40.1. If at any time, while the contract is in force, either party find itself in one of the following situations:
- Death, supervened incapacity or extinction of its legal entity;
 - Declaration of bankruptcy, reorganisation of debts, take over by a trustee, or any other legal status implying lack of capacity to enter new financial liabilities;
 - Change of activity in such a manner that it becomes incompatible with the purpose of the contract;
- then, the other party shall be entitled to terminate the contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on that notice of termination.
- 40.2. However, notwithstanding the above, SHAPE may terminate the contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under the contract, or if NATO were to undergo a major reorganisation or cease to occupy the current premises in its actual location.

41. DOCUMENTATION

- 41.1. Any document which is required to be submitted for SHAPE review and approval shall be categorised by SHAPE as follows:
- Approved;
 - Conditionally approved subject to the incorporation by the contractor of SHAPE comments;
 - Not approved for the reasons stated by SHAPE.
- 41.2. No contractual relief shall be granted for documents not approved.
- 41.3. All documents to be submitted by the contractor, unless specified differently in the contract, shall be submitted in three (3) hardcopies and on "soft" support (one copy), the latter if available in a form to be agreed between the contractor and SHAPE.
- 41.4. SHAPE reserves the right without further payment to reproduce and/or translate, in whole or in part, for sole use in SHAPE, any or all documentation supplied by the contractor under the contract.

42. SHAPE PROVIDED DRAWINGS

Not applicable.

43. AS BUILT DRAWINGS

Not applicable.

44. TECHNICAL BROCHURES AND MAINTENANCE PLANNING

Not applicable.

45. MARKING AND LABELING

Not applicable.

46. NOTICE OF SHIPMENT

Not applicable.

47. SAFETY TESTS AND INSPECTIONS

- 47.1. Unless otherwise specifically provided for in the contract, 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.
- 47.2. It is the Contractor's responsibility to obtain, at no additional cost to SHAPE, the suitable official certificates for all parts, equipment and installations that before putting into use and because of Belgian safety regulations require tests or inspections by formally recognised agencies or firms. This includes but is not limited to tanks, generators, transformers, gas lines, boilers, pressure vessels, electrical installations, lifts, elevators, and fire detection systems. It is the contractor's responsibility to ascertain the necessity or otherwise of such inspections. The certificates, together with the validated test reports, shall be available and submitted to the COTR prior to the start of the acceptance testing by SHAPE/NSO. In case of a disagreement between the COTR and the contractor concerning the conformity of materials and equipment, tests may be called for by SHAPE/NSO, whereby in the event of failure of the item under test, all costs associated with the tests costs shall be at the contractor's expense. All new electrical and mechanical installations or modifications must be inspected and accepted by a certified inspection agency when required by German or EU regulations.
- 47.3. 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 SHAPE/NSO, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- 47.4. If any inspection or test is made by SHAPE/NSO on the premises of the contractor or sub-contractor, the contractor without additional charge shall provide all reasonable facilities and assistance to SHAPE inspectors in the performance of their duties. If SHAPE/NSO 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 SHAPE except as otherwise provided in this contract. In case of rejection SHAPE shall not be liable for any reduction in value of samples used in connection with such inspection or test. SHAPE reserves the right to charge to the contractor any additional cost of SHAPE 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 SHAPE therefore.
- 47.5. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, SHAPE 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.
- 47.6. In case of a disagreement between the COTR and the contractor concerning the conformity of materials and equipment, tests may be called for by SHAPE, whereby in the event of failure of the item under test, all costs associated with the test costs shall be at the contractor's expense.
- 47.7. The inspection and test by SHAPE/NSO 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.

48. ACCEPTANCE

- 48.1. Acceptance is the action by which SHAPE acknowledges that the contractor has fully demonstrated that the deliveries are complete and operational.
- 48.2. Acceptance or rejection of supplies or works shall be made as promptly as practicable after delivery or completion, except as otherwise provided in the contract. For supplies, at the time and place of delivery,

inspection will only be made on the exterior state of the packaging and its accompanying documents. Any damage will be noted on the delivery documents, dated and signed.

48.3. Acceptance will occur when the following requirements have been met:

- Availability at final destination of all deliverables;
- Successful completion of acceptance testing;
- Satisfactory completion of all training or other services, if any, required by that date.

48.3.1. **Provisional Acceptance:**

Provisional Acceptance will occur when the works required under the individual purchase order is substantially complete but discrepancies exist. In this case:

- The COTR or his nominated deputy and the contractor shall agree and establish a list of discrepancies with corresponding clearing dates;
- SHAPE reserves the right to withhold from payment an amount commensurate with the importance of these, which in any case will be less than 10% of the total contract price, excluding options, until all discrepancies are solved.

48.3.2. **Final Acceptance:**

Final Acceptance will occur when either no discrepancies exist or the recorded discrepancies have been corrected. It shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the contract.

49. TITLE TOP PROPERTY AND RISK OF LOSS

- 49.1. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to SHAPE upon formal acceptance, regardless of when or where SHAPE takes physical possession.
- 49.2. Unless this contract specifically provides otherwise, risk of loss or of damage to supplies covered by this contract shall remain with the contractor until, and shall pass to SHAPE upon:
- delivery of the supplies to a carrier, if transportation is Ex Works (EXW);¹
 - acceptance by SHAPE or delivery of the supplies to SHAPE at the destination specified in this contract, whichever is later, if transportation is Deliver at Place (DAP)²;
- 49.3. Notwithstanding 49.2. above, risk of loss of or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the contractor until cure or acceptance by SHAPE.
- 49.4. The contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of SHAPE acting within the scope of their employment.

50. WARRANTY

- 50.1. Notwithstanding inspection and acceptance by SHAPE of supplies furnished under the contract or any provision of the contract concerning the conclusiveness thereof, the contractor warrants that for a period of twelve/twenty-four (12/24) months following the date of acceptance all supplies furnished under the contract shall be free from defects in material or workmanship and shall conform with the specifications and all other requirements of the contract.
-

¹ From INCOTERM - EXW – Ex Works (named place of delivery).The seller makes the goods available at its premises.

² From INCOTERM 2020: DAP – Delivered at Place (named place of destination).

- 50.2. The contracting officer shall give written notice to the contractor of any breach of the warranties in the first paragraph of this clause within thirty (30) days after discovery of any defect.
- 50.3. Within a reasonable time after such notice, the contracting officer may either:
- 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 the contract within the meaning of the first paragraph of this clause; or
 - 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.
- 50.4. 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 the contract and the contractor's plant and return.
- 50.5. If the contractor does not agree as to its responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the contracting officer per the third paragraph of this clause 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 shall 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 the contract entitled "DISPUTES";
- 50.6. 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 shall 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;
- 50.7. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twenty-four (24) months after the date of provisional acceptance;
- 50.8. 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 the contract;
- 50.9. The word "supplies" as used herein includes related services;
- 50.10. The rights and remedies of SHAPE provided in this clause are in addition to and do not limit any rights afforded to SHAPE by any other clause of the contract;.

51. SERVICE PARTS AND AVAILABILITY

Not applicable.

52. INVOICES

Invoices shall contain: contract number, item number, contract description of supplies or services, sizes, quantities, unit prices (exclusive of taxes or duties for which relief is available) and extended totals.

53. PAYMENTS

- 53.1. Payments for all supplies and services shall be made within the following month when properly supported and acceptable invoices submitted upon completion of delivery, or of the works, inspection, and acceptance, have been received.
- 53.2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under the contract.
- 53.3. Payment shall be made in the currency or currencies of the contract and the contractor shall bear all related charges.
- 53.4. SHAPE shall not bear any cost related to financial guarantees, which the contractor is required to provide under the contract.

54. ASSIGNMENT OF CLAIM

No assignment of claim shall be made by the contractor without prior written authorisation from the contracting officer.

55. AUDIT

SHAPE audit personnel or any person designated by the contracting officer shall have the right to inspect or audit the contractor's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of the contract and with the applicable SHAPE Directives.

56. CORRUPTION AND ILLICIT GRATUITIES

- 56.1. The contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any SHAPE personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of the contract.
- 56.2. SHAPE may, by registered letter, terminate the contract without notice if it is found, after an investigation instituted by SHAPE, that gratuities (in the form of entertainment, gifts or others) were offered or given by the contractor to SHAPE personnel with respect to the award of the contract or to the taking of any decision regarding its execution.

57. RELEASE OF NEWS/INFORMATION

- 57.1. No news release (including photographs and films, public announcements, etc.) on any part of the subject matter of the contract shall be made by the contractor without prior written approval by the contracting officer.
- 57.2. Furthermore the contractor shall, in no other manner whatsoever use the name, emblem or official seal of NATO and/or SHAPE in connection with its business or otherwise.

58. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

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

59. CONTRACT ADMINISTRATION AND COMMUNICATIONS

- 59.1. The contractor shall direct all inquiries, notices and communications regarding the contract to the contracting officer.
- 59.2. All inquiries, notices and communications which may be personally delivered, mailed, or copied to the address indicated in Part I hereto.
- 59.3. All inquiries, notices and communications between the contractor and SHAPE shall be written in English and in all correspondence the contract number shall be mentioned.
- 59.4. Any discussion/negotiation between contractor and contracting officers or COTR shall be recorded in Minutes which shall be signed by authorised representatives of both contractor and SHAPE. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the parties as a result of meeting.
- 59.5. If, however, it is considered by either party that certain discussions and decisions fall outside the scope of the contract, then this fact should be recorded at the time and contract amendments will be necessary prior to any action. In this respect it is stated that any changes or instructions which are to be binding shall be given in writing only by the NATO Contracting.



SUPREME HEADQUARTERS ALLIED POWERS EUROPE
GRAND QUARTIER GÉNÉRAL DES PUISSANCES ALLIÉES
EN EUROPE
Mons - Belgium



PROVISION OF JOINT TARGETING COURSES AT NATO SCHOOL OBERAMMERGAU

PART III

SPECIAL PROVISIONS, STATEMENT OF WORK

IFIP-ACO-SH-25-05

PART III

SECTION A - SPECIAL PROVISIONS

1. PURPOSE AND SCOPE

The purpose of this the Invitation for International Bid (IFIB) is to award a firm fixed-price, non-personal service, requirement-type contract for the Provision Joint Targeting Courses at NATO School Oberammergau (Germany).

The execution of the services covered by this contract requires the prior signature of (a) purchase(s) order(s) by a person duly authorised to commit SHAPE.

2. DURATION OF THE CONTRACT

- 2.1. The contract awarded through this IFIB will be in force from the last date of signature by the parties and the ACO Financial Controller up to one year, with the possibility, subject to funds availability, of one-year extension option.
- 2.2. Renewal is also dependent upon certification of satisfactory performance, during the previous period. Ratings reported through the contractor's Performance Evaluation System will play a key role in the award of the aforementioned extension options.
- 2.3. The Contracting Officer will provide notice of extension in writing no later than 15 days before the expiration date of the contract or subsequent extensions (as applicable).

3. ACCREDITATION REQUIREMENTS

Throughout the whole duration of the contract, the Contractor shall:

- Originate and be chartered/incorporated within NATO-member nations.
- Maintain a professionally active facility (e.g. office/factory/laboratory) within NATO-member nations.
- Work in the field of required services and be legally authorised to operate in Belgium.
- Ensure that all personnel engaged on the contract have the necessary qualifications and work permit.
- Possess a valid NATO security clearance up to NATO Secret.

4. COMPLIANCE WITH LAWS, DIRECTIVES AND NORMS

The Contractor shall:

- Comply with all relevant German and Belgian, social, fiscal and administrative legislation.
- Provide updated certificate(s) from its insurer stating that it is covered for third party liability and work accidents for all personnel assigned to the contract.
- In accordance with German and Belgian laws, compliance with the above requirements is an essential condition for SHAPE to proceed with the payment of received invoices for works under this contract from the Contractor. Contractor compliance can be verified at any time by either the SHAPE Contracting Officer or the COTR.

5. MAGNITUDE OF THE CONTRACT

The estimated value of the contract including the two option years is 2,400,000.00 EUR.

6. NON-EXCLUSIVE RIGHTS

SHAPE reserves at its sole discretion the right to negotiate other contracts for specific or specialized training services with other parties.

7. PRICES / RATES

- 7.1 The prices of this contract will be established in Euro, VAT excluded, according to completed price tables transmitted by the Contractor in its proposal.
- 7.2 The prices shall include all costs incurred by the Contractor in the performance of this Contract with the exception of the travel expenses incurred on request by SHAPE.
- 7.3 Costs associated with travel for services performed outside of SHAPE or Contractor's premises shall be charged at actual cost under the conditions set forth in Paragraph 9 of Section B to Part III.

8. EXEMPTION FROM TAXES

According to the agreements (Article VIII of the Paris Protocol dated 28 Aug 1952, Article 151 of the COUNCIL DIRECTIVE 2006/112/EC dated 28 November 2006), goods and services under the contract are 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, duties and similar charges which have been included in their proposal, with a justification.

9. PRICE REVISION

Prices are firms and fixed during the whole duration of the contract plus one possible option year. The extension year if applies, will be fixed based on the offer

10. INVOICING & PAYMENTS

- 10.1. Payments under this contract will be made in EURO within 30 days from the date of receipt of properly supported and acceptable invoices submitted for each purchase order.
- 10.2. Each invoice shall be addressed to SHAPE Accounts Payable Building 101, room D 315, B - 7010 SHAPE, BELGIUM, at shapeaccountspayable@shape.nato.int and contain:
 - Its reference and issue date;
 - The reference of the contract;
 - The Purchase Order number;
 - The description of services performed / deliverables provided;
 - The unit prices (exclusive of taxes and duties);
 - The total amount to be paid;
 - **The bank account details where the Contractor will receive the payment.**
- 10.3. The standard principle applied by ACO HQs is that payment will only be made upon full compliance with all contract terms by the Contractor.
- 10.4. Each party shall bear its own costs for Electronic Fund Transfers related to any and all payments in the execution of this contract.

11. ACCEPTANCE

SHAPE COTR will give acceptance when:

- the services are satisfactorily completed;
- all supporting documents have been provided (as applicable).

12. TRANSPARENCY AND ETHICAL STANDARDS

12.1 Transparency of Contractor personnel

The Contractor shall inform the Contracting Officer, for every Curriculum Vitae submitted, whether the proposed candidate has any family members working for NATO and whether the identified personnel have previously been NATO employees (identifying Civilian/Military status with employed dates and position). In accordance with NATO internal policy, certain candidates may be excluded for carrying work for SHAPE.

12.2 Prohibition against recruitment of serving NATO staff

The Contractor is prohibited from approaching active NATO staff (Civilian or Military) to discuss future employment opportunities with their firm, or to act as a broker for employment with other firms, not including advertisements in the public domain. This does not prohibit the Contractor from approaching non-NATO personnel working for NATO on a contracted basis, nor does it prevent the Contractor from approaching former NATO staff that have retired or separated, consistent with the disclosure requirements herein.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

13.1 Except for any pre-existing rights on intellectual property which the Contractor has advised SHAPE, before the acceptance of the Contract, pertaining to third parties or Contractor's rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights to any intellectual property resulting from work undertaken by, or on behalf of, SHAPE for the purpose of this Contract (Foreground IPR), including:

- any technical data specifications, report, drawings, chart, computer databases, resulting from performance of analytical, developmental or research work which was specified as an element of performance in this Contract;
- design data, specifications, instructions, test procedures;
- training material produced or acquired in the course of such work without prejudice to the residual rights of the Contractor to use the same or similar materials on future occasions in connection with work carried out for SHAPE;
- in particular, all rights, including copyright therein, will vest in and be the sole and exclusive property of SHAPE.

13.2 Technical data delivered under this Contract shall be marked with the number of this Contract, name of the Contractor and the rights transferred to SHAPE.

14. QUALITY ASSURANCE AND CONTROL / AUDIT

14.1 The Contractor shall, during the execution of the contract, perform such control as necessary to ensure that the services are performed in accordance with the quality requirements of the Contract and that adequate documentation verifying such control is provided to the SHAPE in a timely manner.

14.2 The SHAPE shall have a right to monitor the services continually during the term of the Contract to ensure that the Contractor is fulfilling the contractual obligations. The monitoring will be carried out by performing quality inspections and assessments to determine whether the Contractor is meeting necessary quantity and quality requirements. The Contractor shall make its facilities accessible for inspection.

14.3 As a part of the quality assurance system the Contractor may be required to issue a Status Report on a regular basis. Typically such Report should contain the following:

- Summary of services completed in the reporting period;
- Summary of deliverables / training materials provided in the reporting period;
- Current and/or anticipated problems/deficiencies, if any;
- Closing date(s) for open issues, if any;
- Comments/Queries.

15. LANGUAGES

The Contractor must be able to conduct all trainings, business and correspondence with SHAPE in English. However, all contractual documentation must be in English.

PART III

SECTION B – STATEMENT OF REQUIREMENT

1. INTRODUCTION

This requirement is to provide comprehensive support to SACEUR's Joint Effects Branch (JTE), as the requirements authority for Joint Targeting Courses in NATO. Russia's increased aggression towards NATO and its partners highlights an ever increasing need for Joint Targeting and Fires competence within the NATO Alliance. Demand has increased for Joint Targeting Training, nations are seeking to develop nascent targeting programs. Additional instructors are required at the NATO School Oberammergau (NSO), as NATO's sole comprehensive centre for Joint Targeting Training and education to increase training opportunities for NATO organizations and nations to attend targeting training.

2. BACKGROUND

Since 2014, based on lessons learned from Operation Unified Protector, NATO's Joint Targeting Education and Training has focused on 4 primary classes:

- a) NATO Joint Targeting Staff Course – a 200-level overview course that provides an introduction to NATO Targeting Policy and procedure
- b) NATO Intermediate Target Development – a 300-level course that provides students the knowledge, skills and ability to develop targets sufficiently to achieve Joint Force Commander Validation in line with NATO standards.
- c) Collateral Damage Estimation – a US-based 300-level course that provides students the knowledge, skills and ability to develop collateral damage risk estimations in line with NATO standards.
- d) NATO Battle Damage Assessment – a 300-level course that provides students the knowledge, skills and ability to assess the results of target engagement in line with NATO standards.

Moreover, NSO offers a Target Engagement Authority, Senior Leader Seminar that provides senior decision makers a high-level understanding of NATO's Joint Targeting processes, procedures, and requirements.

Additionally, NSO has been tasked with the development of a fifth course, a 300-level course focused on the integration of Joint Fires at the operational level.

3. SECURITY REQUIREMENTS

Work requested will be classified NATO SECRET. 6 Full Time Equivalent (FTE) personnel assigned to this contract shall be in possession of a NATO SECRET clearance.

4. SCOPE OF REQUIREMENT

The scope of the requirement is to support the SHAPE Joint Effects Branch (JTE) as the Joint Targeting Discipline Requirements Authority by providing meaningful targeting training to NATO through NSO. The desired end state is a significant increase in Joint Targeting courses offered to the NATO Command Structure/NATO Force Structure, as well as NATO Nations in order to meet increasing demand. .

Task 1 – Direct the Execution of Joint Targeting and Fires Courses

Throughout the term of the contract, under the direction of SHAPE J3 Joint Effects Branch, 1 (one) FTE personnel, as a Curriculum Developer, shall support the execution of Joint Targeting Courses at the NATO School Oberammergau (NSO), or via Mobile Education Training Team (METT) to NATO Allied and Partner

Joint Targeting and Fires in support of SHAPE at NSO Oberammergau (Germany)

Nations as identified by NSO Standard Operating Instruction (SOI) 300-2. As a course director, the contractor will be primarily responsible for ensuring the logistics support, academic instructors, and course materials are all prepared to execute a course. Examples of core course director tasks include, but are not limited to:

- a) Course Planning:
 - a. Develop an annual course execution schedule in conjunction with other Joint Targeting Course Directors, including securing speaker support as necessary
 - b. Prepare and Submit Annual Course Budget
 - c. Maintain & Update Course Control Documents I, II, and III
- b) Preparation
 - a. Attend the Course Coordination Meeting
 - b. Generate a course budget request for each iteration of a course
 - c. Coordinate external speaker support, and coordinate their logistic requirements
 - d. Draft and Finalize a course schedule
 - e. Prepare a Course Background Brief for the Command Group's opening comments
 - f. Establish an online course and support student account and content needs as applicable
 - g. Draft, finalize and send a course director welcome email to students
 - h. Update and ensure materials are available for class
 - i. Prepare the classroom for class
 - j. Prepare student feedback forms
- c) Execution:
 - a. Open the course with a course director brief
 - b. Establish Syndicate Groups when necessary
 - c. Introduce external speakers and the command group staff as applicable
- d) Closing
 - a. Coordinate the reimbursement of speakers through CJ8
 - b. Draft and submit a Post-Course Review incorporating student feedback
 - c. Close course budget (Purchase Order)
 - d. Submit for Allied Command Transformation (ACT) reimbursement on supporting speakers, when possible

Task 2 – Course Content Developer

Throughout the term of the contract, under the direction of SHAPE J3 Joint Effects Branch, the Curriculum Developer shall develop course materials for NSO Joint Targeting Courses at the NSO, or via Mobile Education Training Team (METT) to NATO Allied and Partner Nations Examples of activities include, but are not limited to:

- a) Drafting, and updating lectures in support of CCD requirements
- b) Developing, analysing, and refining course examinations
- c) Developing Exercise materials and scenarios in support of CCD Requirements

Task 3 – Supporting the Development of NATO Policy and Doctrine

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Throughout the term of the contract, under the direction of SHAPE J3 Joint Effects Branch, the Curriculum Developer shall provide inputs to the development of evolving NATO Targeting Policy and doctrine as part of the NSO. Examples of activities include, but are not limited to:

- d) Review existing doctrine
- e) Attend and participate in Joint Targeting conferences
- f) Prepare draft comment matrices for targeting doctrine revisions
- g) Provide Targeting Subject Matter Expertise and educational support to NATO exercises
- h)

Task 4 – Instruct in all Joint Targeting Courses

Throughout the term of the contract, under the direction of SHAPE J3 Joint Effects Branch, 4 (four) FTE personnel shall instruct in NSO Joint Targeting Courses at the NSO, or via Mobile Education Training Team (METT) to NATO Allied and Partner Nations. Examples of activities include, but are not limited to:

- a) Develop and deliver content related to Joint Targeting and Joint Fires
- b) Leverage experience to guide students through exercises
- c) Administer Course Examinations and student assessments

Task 5 – Managing Joint Targeting Databases

Throughout the term of the contract, under the direction of SHAPE J3 Joint Effects Branch, 1 (one) FTE personnel shall manage NSO's Joint Targeting Databases in support of Joint Targeting and Fires Courses at the NSO, or non-residential training events to NATO Allied and Partner Nations. Examples of activities include, but are not limited to:

- a) Develop Joint Targeting and Fires pre-course database baseline standards for Joint Targeting automated tools Software including but not limited to Joint Targeting System (JTS), and Joint Automated Deep Operations Coordination System (JADOCS).
- b) Populate JTF Joint Targeting automated tools software databases including but not limited to JTS, and JADOCS with exercise materials as needed.
- c) Support student database interaction in course, coordinate account issues when needed.
- d) Maintain situational awareness on evolving database; coordinate with database managers to ensure course execution.
- e) Remove course data from Joint Targeting databases and prepare for subsequent classes.
- f) Instruct and assess Joint Targeting automated tools database related curriculum during both in-house and non-residential training events.
- g) Ensure JTF maintains latest version of Joint Targeting automated tools software including but not limited to JTS, and JADOCS.
- h) Manage Joint Targeting automated tools related software and when necessary establish a Joint Targeting automated tools network for non-residential instruction of JTF courses.
- i) Serve as JTF Representative to Joint Targeting automated tools related Community of Interest meetings.

5. CONTRACTOR'S PERSONNEL EXPERIENCE AND QUALIFICATIONS**5.1 Single point of contact (SPOC)**

The Contractor shall provide a company's SPOC, technically competent and empowered to commit company's resources, who can be contacted during routine working hours to service requirements under

this contract. This SPOC shall have full authority for all contractor actions/performance required under this contract including the ability to make financial decisions on behalf of the company, including the provision of necessary resources to perform the work and to negotiate all contract modifications and delivery orders. The SPOC shall be responsible for all management/supervision/administration aspects of the contract.

5.2 Quantity of personnel

The Contractor shall be able to provide at the same time at least one personnel with a NATO Secret clearance and a minimum level of expert.

5.3 Characteristics of personnel

The personnel set up for the execution of this contract shall meet the following characteristics:

5.3.1 Mandatory requirements for Expert

The personnel set up for the execution of the services shall meet the following minimum requirements:

- At least five years of targeting experience at the Tactical, Operational or Strategic Level.
- Highly proficient in Microsoft Word, Excel, SharePoint, Outlook and PowerPoint.
- Have by start of the services a valid and active NATO Secret security clearance.
- Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP).
- Listening, Speaking, Reading, and Writing) or equivalent of a 3333.

5.3.2 Desired requirements for Expert

The following features are desired but are not a minimum technical requirement of the contract:

- Working experience at a NATO Command Structure/NATO Force Structure Headquarters in either Intelligence Support to Targeting, Fires, or Operational Planning.
- Experience within the last five years in the NATO exercises series (Targeting)
- Experience within the last five years in the NATO Joint Targeting System, or similar software.
- Familiarity with the applicable NATO Targeting policy, Targeting publications, processes and procedures.

5.4 Continuing education

The Contractor personnel shall receive continuing education necessary to stay current in their field of work, outside of work hours as an inherent aspect of the contractual rates / prices.

5.5 Personnel Replacement

5.5.1 Unforeseen unavailability

In the event of unforeseen unavailability of a personnel, the Contractor shall notify the Contracting Officer and provide him with the Curriculum Vitae (CV) of the new personnel as well as its contact information within ten working days of the occurrence of the event, SHAPE can refuse the personnel within five working days from the receipt of the CV, the Contractor shall in this case propose another personnel for the execution within another delay of ten working days.

It shall be able to replace the latter within a maximum period of one month, or as otherwise may be agreed between the Contractor and SHAPE. If the Contractor does not have another personnel with the necessary level of clearance, the Contractor shall initiate the process to habilitate another personnel within one month of the date of unavailability of the initial personnel.

5.5.2 Inadequate performance

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In the event that the services provided by a personnel are of insufficient quality compared to the required level (see paragraph 6 below), the Contracting officer informs the Contractor in writing with any relevant documentation. The Contractor shall take any necessary corrective action within ten working days.

If after the 10 working days period, the COTR finds that the corrective action taken is insufficient, the Contracting Officer shall issue a new written notice to the Contractor to correct the problem within a further 10 working days. If, after this new period, the deficiencies persist and prevent the performance of services at the level of quality provided for in the contract, the Contracting Officer may require the replacement of the personnel concerned. The Contractor will then have one month to either put in place another personnel with the required level of clearance or initiate the process to obtain the clearance for another personnel.

The Contractor is strongly encouraged to apply for clearance for a second personnel as soon as the contract is notified in order to anticipate any difficulties with the existing personnel.

5.5 Independent contractor

The personnel provided by the Contractor are at all times employees of the Contractor and not SHAPE. In no case shall the Contractor personnel act on behalf of, or as an agent for, NATO or any of its bodies. In no way shall the Contractor personnel claim, directly or indirectly, to represent NATO in an official capacity or claim themselves to be NATO employees. All Contractor personnel shall identify themselves as such in all formal communications, email included. Under no circumstances will Contractor personnel be under the direct supervision of SHAPE personnel.

6. DELIVERABLES

6.1 The deliverables to be provided for each type of assignment will be detailed in the corresponding purchase order, with the detail of the tasks ordered.

6.2 "Deliverables" in the context of this contract include physically tangible objects such as documents, briefings / presentations, databases, maps, etc. In general, they have to be complete, stand-alone, and provide the required depth and scope of information in accordance with the direction and guidance of the project manager.

6.3 The Contractor shall provide deliverables on the date due as an electronic file and hard copy draft that will be finalized after SHAPE review. The COTR or his delegated project manager for a specific project or task may specify alternative formats or copies in addition to the NATO-accredited, standard Microsoft Office 2010 product suite.

6.4 The delivery of products includes the timely submission of at least one draft, which SHAPE will review, accept or comment on within 10 working days. Following SHAPE review and comment on the deliverable, the Contractor shall incorporate SHAPE input and submit change pages into the final electronic deliverable within 7 working days from the receipt of the comments, unless this timescale is extended by the COTR or its delegated project manager for a specific project / task (such as in cases where further consultation is in the SHAPE's best interest). Due to the complexity of some products, a graduated delivery in identified packages might be agreed between the COTR or his delegated project manager and the Contractor.

6.5 The levels of quality of the deliverables / services expected from the Contractor are as follows:

6.5.1 Expert Level

- Provide meaningful education and training in any of the Joint Targeting Courses offered at NATO School Oberammergau using external speaker support, or as a member of the NATO School Joint Targeting and Fires Team.
- Continually refine course processes to enhance the educational environment for NATO School Targeting Students.

- Develop and present evidence-based documentation and products to senior-level decision-makers in a professional manner with minimal errors and within required timelines.
- Effectively organize and utilize a number of different techniques (e.g. storyboarding, table top exercises and workshops) to socially elaborate plans and products within required timelines and generally error-free.
- Prepare relevant and accurate products and documentation for exercises, seminars, workshops and conferences, and interface effectively with decision-makers.
- Proactively and substantially contribute to complex exercises in multi-faceted environments.
- Engage successfully with military staff (OF-4 and below) and at EXO level and among multinational participants.

7. NON-DISCLOSURE AGREEMENT

Contractor's personnel employed under the provision of this services contract shall be required to sign a non-disclosure agreement prior to commencement of works. A template of the non-disclosure statement utilized by SHAPE is available at Enclosure 2 to Part III. The signature of the non-disclosure agreement is required to guarantee that the Contractor undertakes the responsibility for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the Contract. The Contractor shall undertake not to pass on to anyone outside its staff, information provided for the performance of the Contract, or any information it may aware of. The Contractor shall not pass on such information or use it for any purpose whatsoever. Similarly, all Contractor personnel employed at NATO facilities shall be required to not disclose any information they may become aware of during the performance of the contract.

8. CONTRACTOR'S PERSONNEL TRAVEL

Contractor providing the service may be required to travel to other NATO locations, to provide instruction, attend meetings, participate in conferences, and conduct training. Examples of locations to be visited are listed below but not limited to these sites.

- a) NATO HQ Brussels
- b) SHAPE
- c) JFC Brunssum
- d) JFC Naples
- e) JFC Norfolk
- f) JWC Stavanger
- g) NATO Force Structure entities.

Contractor's personnel travel is undertaken on a strictly cost reimbursable basis.

Before starting any kind of travel at SHAPE expense, the contractor shall seek prior written approval from the Contracting Officer's Technical Representative (COTR). SHAPE will not reimburse any travel costs or per diem incurred by the Contractor's personnel without appropriate authorization by the COTR.

For the sake of authorization / reimbursement of travel expenses and per diem, the COTR will refer to the ACO (Allied Command Operations) Directive 060-050, Travel on International Duty. To that extent, he/she will establish a ceiling for the contractor "not-to-exceed".

A summary of pre-approved travel dates and related itineraries, travel expenses, scanned images of signed charges and the traveller's claim receipts shall be submitted along with the contractor's monthly invoice.

The Contractor is responsible for all liabilities during performance of travel.

9. OTHER DIRECT COSTS

None.

10. LOCATION, HOURS OF OPERATION AND RECOGNIZED HOLIDAYS

Services shall be performed eight (8) hours per weekday while in NATO SCHOOL Oberammergau (NSO) in Germany or elsewhere as defined by operational requirements. Weekends will generally be considered off days unless operational requirements require work for preparation of exercises or training events.

The Contractor shall primarily be required to work during normal working hours (0830 – 1730). However, where deadlines and product preparation requirements demand, working hours may be extended or modified during course week.

Different rates shall apply depending on whether the day is 8 hours / weekday or extended / weekend day. The number of hours performed per day shall be in accordance with the original purchase order or be subject to an amendment or additional purchase order prior to commencement of performance.

The NSO Oberammergau holidays schedule will be provided under separate correspondence upon award of the contract.

11. SPECIAL CONDITIONS OF PERFORMANCE

- The Contractor should never remotely work or travel with documentation classified.
- The Contractor's personnel shall, in all circumstances, respect the rules of access, security and confidentiality of the sites on which they work under this contract.

12. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND SERVICES

- 12.1. Services. SHAPE DCOS OPS J3 JTE Branch will provide the following services:
 - a. Programme oversight.
 - b. Contract oversight.
- 12.2. Facilities. SHAPE DCOS OPS J3 JTE Branch will provide the following facilities:
 - a. Contractor's use of office facilities and equipment at NSO.
 - b. Access to Public Access Network for e-mail and Microsoft Office programmes.
 - c. Access to classified systems, as required.
- 12.3. Utilities. All utilities in the facility will be available for the Contractor use in performance of services outlined in this SOR when operating in Germany.
- 12.4. Materials. SHAPE DCOS OPS J3 JTE Branch will provide access to standard operating procedures and NATO doctrine as required within applicable security clearance guidelines.

Any documents or equipment made available to the Contractor for the performance of this contract shall be listed in an 'ad hoc' report signed by both the Contractor and the COTR.

ENCLOSURE 1 TO PART III - NON-DISCLOSURE AGREEMENT [TEMPLATE]

Non-Disclosure Agreement

Name of Contractor Employee:

Employing Company:

Contract Number (PO number):

1. Preamble

This Non-Disclosure Agreement is made between the Supreme Headquarters Allied Powers Europe (SHAPE) and the Contractor Employee named above. The named Contractor Employee and his/her company have been engaged to perform certain services for SHAPE under the contract listed above, and in connection therewith may be given access to certain NATO information, defined in paragraph 2 below. This document governs the release and management of such information.

For purposes of this agreement, the term "Contractor Employee" includes any personnel utilized by a company to fulfil its contractual duties under a SHAPE contract, regardless of whether employed directly, by sub-contract, or any other means. For purposes of this agreement, the term "NATO" shall include all NATO bodies, including the Headquarters, the Agencies, the Strategic Headquarters and its subordinate units and formations, including those in the different theatres of operations.

2. NATO Information Covered By This Agreement

NATO information covered by this agreement includes all information of a confidential, proprietary, classified, or acquisition/procurement-related nature which comes to the knowledge of the Contractor Employee during the course of his/her contractual duties. This includes, but is not limited to, information relating to SHAPE's and NATO's research, development, products, trade secrets, know-how, technical specifications, contingency plans, requirements, budgeting, customers, finances and personnel.

NATO information covered by this agreement also includes Procurement Sensitive Information. Procurement Sensitive Information is defined as information, the release of which could provide a company with an unfair competitive advantage or affect the integrity of the procurement process. Examples of Procurement Sensitive Information include, but are not limited to, source selection information or contractor bid/proposal information.

NATO information covered by this agreement, (excepting Procurement Sensitive Information), does not include any information that (i) Contractor Employee knew before SHAPE disclosed it to the Contractor Employee; (ii) has become publicly known through no wrongful act of Contractor Employee; or (iii) the Contractor Employee developed independently before working for NATO, as evidenced by appropriate documentation.

3. Non-Disclosure

Contractor Employee shall not disclose NATO information covered by this agreement (especially Procurement Sensitive Information, Progress Status Report(s), Final Completion Report(s)) directly or indirectly to any person or entity, including his/her own company, unless authorized by the SHAPE Contracting Officer.

If authorized to release NATO information covered by this agreement, Contractor Employee will advise the recipient of the confidential and proprietary nature thereof.

Any copies or reproductions of NATO information covered by this agreement shall bear the classification markings and proprietary notices contained in the original.

Contractor Employee shall promptly notify in writing the SHAPE Contracting Officer if he/she learns of any unauthorized use or disclosure of NATO information covered by this agreement.

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Contractor Employee shall not, without, the approval of the SHAPE Contracting Officer, publish (in any document, article, book, CD, video, film, play or other forms) any information acquired in the course of his/her contractual duties with SHAPE and/or NATO.

In dealing with NATO information covered by this agreement, Contractor Employee shall comply with SHAPE policies and directives, and with applicable NATO security regulations and security operating procedures.

4. Consequences of Unauthorized Disclosure

Contractor Employee understands that unauthorized disclosure of NATO information covered by this agreement may subject him/her and his/her company to substantial administrative, civil and/or criminal penalties in accordance with applicable laws and regulations.

Unauthorized disclosure may also result in contract termination, disqualification of the company from competition for particular contracts or even disqualification from further business with SHAPE or NATO. Contractor Employee's involvement in the definition of any contractual requirements for a NATO project will disqualify the Contractor Employee and his/her company from competition for future contractual work related to that project.

5. Return of Information

Contractor Employee shall, upon completion of the tasks assigned to Contractor Employee, upon cessation or termination of Contractor Employee's contract, or upon demand by SHAPE, whichever is earliest, return any and all NATO information covered by this agreement (including any copies or reproductions thereof) in his/her possession or control to the SHAPE Contracting Officer.

6. Property Rights

All NATO information covered by this agreement and work products created under the contract remain the property of NATO and no license or other rights in NATO information is granted hereby. All information is provided "AS IS" and without any warranty, expressed, implied or otherwise, regarding its accuracy or usability.

7. Remedies

Contractor Employee acknowledges that use or disclosure of NATO information covered by this agreement in a manner inconsistent with this agreement will cause SHAPE and NATO irreparable damage, and SHAPE shall have the right to all appropriate legal remedies, including equitable and injunctive relief, to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

8. Duration

The obligations under this agreement shall apply not only during the period of the contract, but shall remain in effect after contract cessation or termination.

SUPREME HEADQUARTERS ALLIED POWERS EUROPE

By: _____ (DATE) _____

[INSERT THE NAME OF THE CONTRACTING OFFICER]

Contracting Officer

SHAPE FINANCE AND ACQUISITION DIRECTORATE

Contractor Employee

(SIGNATURE) _____ (DATE) _____

[Insert Contractor Employee name, position and company]