

IFIB-ACT-SACT-20-23 QUESTIONS/ANSWERS #2

Item	Document Reference	Reference Statement	Comment / Question	Response
1	QA 1	<p>Answer to Question 2 (page 1): The Innovation Hub is the preferred place of duty however for some labour categories; HQ SACT will consider remote services. Bidders should be clear when offering remote services and include location for provision. Remote services from Europe are allowed, however HQ SACT will not fund travel expenses should on-site support meetings be required.</p>	<p>Can ACT provide an estimate about the frequency of the possible on-site support meetings that are expected in 2021 and what labor categories is foreseen to be present at the on-site meetings?</p>	<p>There is no on-site support meetings required for remote workers.</p>
2	<p>STATEMENT OF WORK IN SUPPORT OF HQ SACT INNOVATION LAB - Amendment 1</p>	<p>Best Value Criteria for SOLUTIONS ARCHITECT, page 46, Item 9</p> <p>University degree in Computer Science or related discipline OR 5 years' experience as a Full-Stack Engineer</p>	<p>Can ACT clarify that the Solution Architect should have 5 years of experience as a Full-Stack Engineer to compensate for the lack of University degree? Is this the correct experience that's required for the Solution Architect?</p>	<p>The 5 years' experience as a Full-Stack Engineer needs to be amended to "5 years' experience as a SOLUTIONS ARCHITECT.</p>

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<p>3</p>	<p>STATEMENT OF WORK IN SUPPORT OF HQ SACT INNOVATION LAB - Amendment 1</p>	<p>Best Value Criteria for the DEVSECOPS ENGINEER Subject Matter Expert (page 38, first table, item 2)</p> <p>Fluent in English both written and oral</p>	<p>1. Is any other information needed apart from stating compliant/noncompliant based on our assessment?</p> <p>2. Is it necessary to add a reference to the CV for this requirement?</p> <p>3. If it is mandatory to provide a reference, what will be considered as a sufficient justification of fluency in English for both native and non-native English speakers?</p> <p>The same questions apply the for all positions.</p>	<p>1. No</p> <p>2. I would add reference to whatever information that you have or clarify here.</p> <p>3. You may self certify that your candidate meets this criteria.</p> <p>Same response applies to all categories.</p>
<p>4</p>	<p>STATEMENT OF WORK IN SUPPORT OF HQ SACT INNOVATION LAB - Amendment 1</p>	<p>Best Value Criteria for the DEVSECOPS ENGINEER Subject Matter Expert (page 38, first table, item 3)</p> <p>Active NATO or National SECRET (or higher) security clearance</p>	<p>1. Is any other information needed besides stating compliant/noncompliant based on our assessment and stating the level and expiry date of the clearance?</p> <p>2. Is it mandatory to add anything else in the proposal as a proof for the security clearance?</p> <p>The same questions apply the for all positions where Active NATO or National SECRET is mandatory.</p>	<p>1. No.</p> <p>2. If the certificate is available, please provide it. Otherwise a self certification is acceptable but the clearance much be active and presented at contract start.</p> <p>Same response applies to all categories</p>

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<p>5</p>	<p>STATEMENT OF WORK IN SUPPORT OF HQ SACT INNOVATION LAB - Amendment 1</p>	<p>Best Value Criteria for the DEVSECOPS ENGINEER Subject Matter Expert (page 38, first table, item 4)</p> <p>Minimum of 25 Points in the Subject Matter Expert Criteria</p>	<p>Is any other information needed besides stating compliant/noncompliant based on our assessment and adding the total achieved score on the Subject Matter Expert Criteria?</p> <p>The same question applies the for all positions.</p>	<p>Yes. Please refer specifically by page/paragraph where ACT can find the information to substantiate the required experience. The same response applies to all positions</p>
<p>6</p>	<p>STATEMENT OF WORK IN SUPPORT OF HQ SACT INNOVATION LAB - Amendment 1</p>	<p>Best Value Criteria for the DEVSECOPS ENGINEER Subject Matter Expert (page 38, second table, column 3)</p> <p>Page, Paragraph and Line Number referencing where candidates meet the criteria and how.</p>	<p>Can ACT clarify if apart from stating the Page, Paragraph and Line Number referencing to the candidate's CV, should any additional information be provided under the third column from the second table, named "Page, Paragraph and Line Number referencing where candidates meet the criteria and how"?</p> <p>The same question applies the for all positions.</p>	<p>This is left to company discretion but the key is to provide enough information for the ACT review board to clearly understand and evaluate the candidates experience.</p> <p>The same response applies to all positions.</p>

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7		<p>Best Value Criteria for the PLATFORM ARCHITECT Subject Matter Expert (page 59, first table, item 3) 3+ years of experience in a product management function</p>	<p>Please clarify if the Platform Architect must have 3+ years of experience in a product management function and that without such experience the candidate will be deemed noncompliant? Is having 3+ years of experience in a product management function the correct mandatory for the Platform Architect Subject Matter Expert?</p>	<p>Yes.</p>
8		<p>Best Value Criteria for the PLATFORM ARCHITECT, page 61, Item 12 University degree in Information and Communication Technologies (ICT) or related discipline OR 5 years' experience as a Product Manager</p>	<p>Can ACT clarify that the Platform Architect should have 5 years of experience as a Product Manager to compensate for the lack of University degree? Is this the correct experience that's required for the Platform Architect?</p>	<p>Yes.</p>

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9		<p>Best Value Criteria for the DEVSECOPS ENGINEER Subject Matter Expert (page 38, above first table)</p> <p>Proposed Candidate’s Nationality</p>	<p>Only the Best Value Criteria for the DEVSECOPS ENGINEER requires to specify the nationality of the proposed candidate and this is not the case for the Best Value Criteria of the other labor categories. Should we not specify the nationality of the candidates in the Best Value Criteria for the other labor categories?</p>	<p>The nationality for all labor categories and all key personnel should be provided as per the bidding instructions.</p>
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<p>10</p>		<p>page 4, paragraph 4, line D</p> <p>"...All personnel (including subcontractors) must be citizens of a NATO member nation."</p> <p>AND</p> <p>Best Value Criteria for the SECURITY PROFESSIONAL Subject Matter Expert (page 62, first table, item 3)</p> <p>Citizen of a NATO member country</p>	<p>It is our understanding that all proposed personnel must be citizens of a NATO member nation, as stated on page 4, paragraph 4, line D in the STATEMENT OF WORK IN SUPPORT OF HQ SACT INNOVATION LAB - Amendment 1. However, in the Best Value Criteria this requirement is specified as a mandatory only for the Security Professional, while for the rest of the labor categories this is not mentioned at all in the the Best Value Criteria. Can ACT clarify if there is any specific reason for mentioning the citizenship of a NATO member country only for the Security Professional in the Best Value Criteria? Is this not mandatory for the other labor categories?</p>	<p>It is MANDATORY that all key personnel and all contractor companies are from a NATO member country. All key personnel citizenship should be disclosed. Some categories require Security clearance in addition and therefore it may be asked again but it is still required for all.</p>
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11		<p>Best Value Criteria for the SECURITY PROFESSIONAL, page 64, Item 14</p> <p>University degree in Information and Communication Technologies (ICT) or related discipline OR 5 years' experience as a Product Manager</p>	<p>Can ACT clarify that the Security Professional should have 5 years of experience as a Product Manager to compensate for the lack of University degree? Is this the correct experience that's required for the Security Professional?</p>	<p>This is an oversight on the labor category. The 5 years of experience as a Product Manager for this position needs to be removed.</p>
12		<p>Best Value Criteria for the SECURITY PROFESSIONAL, page 64, Item 13</p> <p>3+ years of experience in a product management function</p>	<p>Is 3+ years of experience in a product management function, the correct relevant experience for the the Security Professional?</p>	<p>Yes.</p>

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13		<p>Best Value Criteria for the PRODUCT MANAGER Subject Matter Expert (page 53, first table, item 4)</p> <p>SCRUM Master or similar Agile Methodologies Certification</p>	<p>1. Would Scrum Product Owner certificate be considered as acceptable similar Agile Methodologies Certification?</p> <p>2. Would Agile Business Analyst certificate be considered as acceptable similar Agile Methodologies Certification?</p> <p>3. Would Agile Project Manager certificate be considered as acceptable similar Agile Methodologies Certification?</p> <p>4. Please provide a list of what else can be considered as acceptable similar Agile Methodologies Certification?</p>	Yes
14		<p>Best Value Criteria for the FULL STACK DEVELOPER Subject Matter Expert, page 42, Item 7, 8, 9 and 11, column 2</p> <p>2+ years 1-3 pts 2+ years experience 4-10 pts</p>	<p>The criteria for 1-3 pts and 4-10 pts are the same: 2+ years, please clarify what is the correct level of experience for each point range.</p>	<p>This is an oversight on the labor category. The 1-3 pts is supposed to read 1-2 years</p>

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15		Bid closing day extension	<p>We would like to request a closing date extension, due to the upcoming Christmas and New Year holidays which are in total approximately 2 weeks. We think that this extension is needed due to the fact that the last documentation amendment has not been received yet which was based on the previous set of clarifications received on 15 DEC 2020. We strongly believe that there will be a need of another amendment after this set of clarifications as well.</p>	<p>HQ SACT has extended the deadline for submission to 15 January 2021</p>
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16		Enclosure 3: Past Performance Information Form	Paragraph (h) of the Past Performance Information Form requires bidders to submit the name and contact information of “reference” while paragraph (i) requires bidders to indicate the relationship to this reference. Will NATO please clarify what “indicate relationship to reference” means? For example, if the reference identified in paragraph (h) is a Contracting Officer, is the response to paragraph (i) Contracting Officer?	Yes
17		Enclosure 4: Sealed Bid Price Proposal (Amendment 1)	If an offeror is bidding on a labor category and our proposed candidate will be working remotely, is the government also expecting an on-site rate for that candidate and vice versa?	No. Only if you are offering a choice. If you are offering one or the other, please just bid for the one.

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18		Enclosure 4: Sealed Bid Price Proposal (Amendment 1)	On top of Page 19 of the Amendment 1 Solicitation, the government asks for "Total of Base + Options \$." How is the government expecting offerors to calculate this price?	We are only looking for the base + options period costs associated with each labour category in which you submit a bid. An overall total is not required and you may disregard.
19		<p>a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.</p> <p>b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which HQ SACT acknowledges that the Contractor has fully demonstrated that the deliveries are HQ SACT General Terms & Conditions complete and operational. The formal acceptance will take place when the following requirements have been met:</p> <ul style="list-style-type: none"> - Availability at final destination of all deliverables -Successful completion of acceptance testing. <p>Verification of the inventory.</p> <ul style="list-style-type: none"> - Satisfactory completion of all training or other services, if any, required by that date. - Agreement between the Contracting Officer and the Contractor on a 	<p>"Verification of inventory"--- Which inventory is referred here as there is no supply of any materials</p> <p>Is this relevant to the current scope of work, which is supply of consultants.</p>	<p>General Terms and Condition exepctions can be proposed within the administrative volume as per the bidding instructions.</p>

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20		<p>c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.</p>	<p>There are no supply of materials in this project. What acceptance is being referred here? Is this relevant to the current scope of work, which is supply of consultants.</p>	
21		<p>5. Service and Parts Availability. Unless as specified otherwise in the Technical Specifications, the Contractor and his subcontractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exeptions can be proposed within the administrative volume as per the bidding instructions.</p>

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22		<p>7. Notice of Shipment a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exeptions can be proposed within the administrative volume as per the bidding instructions.</p>
23		<p>9. Inspection a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exeptions can be proposed within the administrative volume as per the bidding instructions.</p>

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24		<p>11. Supply Warranty a. Notwithstanding inspection and acceptance by HQ SACT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance</p>	<p>Which supplies need warranty? There is no supply of any materials as per our understanding. Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exceptions can be proposed within the administrative volume as per the bidding instructions.</p>
25		<p>34. Software Releases and Updates. a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exceptions can be proposed within the administrative volume as per the bidding instructions.</p>
26		<p>b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to HQ SACT all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exceptions can be proposed within the administrative volume as per the bidding instructions.</p>

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27		5. Service and Parts Availability. Unless as specified otherwise in the Technical Specifications, the Contractor and his subcontractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.	Contract scope is supply of consultants. Is this relevant to the current scope?	General Terms and Condition exeptions can be proposed within the administrative volume as per the bidding instructions.
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28		<p>c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.</p> <p>d. If this contract is terminated as provided in paragraph a. of this clause, HQ SACT, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to HQ SACT in the manner and to the</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exceptions can be proposed within the administrative volume as per the bidding instructions.</p>
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29		<p>21. Export Control. Contractor warrants that, if applicable all necessary technical assistance agreements (TAA), export control or other associated arrangements shall be valid prior to contract award. Should a Contractor require export pre-approval HQ SACT legal staff will be provided a preview of said companies request PRIOR to the companies submission to a Government entity. Upon validation of request by HQ SACT Legal staff, subject agreement or request may be submitted to appropriate authority. (Please note: There are no specified time delays regarding TAA, aor export control request being processed. However, experience has shown request can take anywhere from 30 days to 90 days depending on complexity of request, and administrative preparedness).</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	
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30		<p>22. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to HQ SACT upon: 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or 2) Delivery of the supplies to HQ SACT at the destination specified in the contract, if transportation is f.o.b. destination.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exceptions can be proposed within the administrative volume as per the bidding instructions.</p>
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<p>31</p>		<p>30. Notice and Assistance regarding Patent and Copyright Infringement a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge. b. In the event of any claim or suit against HQ SACT on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to HQ SACT, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of HQ SACT except where the Contractor has agreed to indemnify HQ SACT.</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exceptions can be proposed within the administrative volume as per the bidding instructions.</p>
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32		<p>32. Patent Indemnity. If the amount of this contract is in excess of \$1,000,000 , the Contractor shall indemnify HQ SACT and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of HQ SACT of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by HQ SACT of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defence thereof; and further, such indemnity shall not apply to:</p>	<p>Contract scope is supply of consultants. Is this relevant to the current scope?</p>	<p>General Terms and Condition exeptions can be proposed within the administrative volume as per the bidding instructions.</p>
33		<p>Can we offer different rates for different roles, for example Full Stack developer 1 and Full Stack developer 2 or Product Manager 1 and Product Manager 2, etc .</p>	<p>Basically different rates for all roles that have multiple requirements (DevSecops 1 to 3 , Full Stack Developers 1 to 19,Product Manager 1 to 5,Solition Architect 1 to 3, UI/UX Eng. 1 to 4.</p>	<p>Yes</p>

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34		<p>Since the the primary location of work performance is the iHub at ODU, which is in US and in EST time zone, however the option to work remotely is mentioned as it can in any NATO countries , what is the working timezone expectation for remote resource. For Example : if the resource is working remotely in one of the NATO locations in Europe, there will be huge time difference when compared with onsite (US) team which is in EST.</p>	<p>Are remote resources expected to work in the US EST time zone</p>	<p>See Q&A 1 - This question was answered already</p>
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35		<p>ANNEX B to the Statement of Work: HQ SACT GENERAL CONTRACT TERMS AND CONDITIONS:</p>	<p>Paragraph 24. Performance: Candidates/contractors who accept HQ SACT issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of performance. Contracts' with performance periods having less than 180 days in totality shall require contractors to serve a minimum of 50% of estimated performance period. Should a candidate vacate the contract in less time than described, HQ SACT reserves the right to cancel the contract in whole or part. Replacement candidates, if acceptable to HQ SACT, shall be reviewed by HQ SACT for compliance, and, or</p>	<p>HQ SACT would expect companies to perform due diligence in getting signed letters of commitment from potential candidates in advance of submitting them as proposed key personnel. If HQ SACT awards a labour category based on proposed key personnel qualifications and the candidate is no longer available, the company will be given the opportunity to submit an equal or more qualified candidate if it can be demonstrated that a letter of commitment was in place and the candidate still did not fulfil his/her requirement to the contractor. If a letter of commitment was not obtained prior to submission of a</p>
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36			<p>On Enclosure 5 (attached), the Product Manager position is not listed as an option; however, is stated as an option within the IFIB for 2022 (pg 17). Am I able to manually add this position to the Enclosure page so that I can select it? Since I am not planning to place a bid for any of the 2021 positions and only for the 2022 position, I was not exactly sure what needed to be submitted. I understand I need to submit Enclosure 5. Please let me know if only Enclosure #5 is required at this time or if anything else is required beyond that document.</p>	<p>Added to Enclosure 5 as option however please note that since there is a 2021 component, you may only bid on the 2022-2025 surge components if you bid on the 2021 component. As per enclosure (5)[Company] confirms participation in the 2021 component (as applicable) and confirms capacity to supply additional candidates with the skills/experience identified in IFIB-ACT-SACT-20-23 SOW. [Company] will provide CV's/Resumes, completed Annex A, and Pricing information when called upon for consideration. It is understood that award of additional candidates within each labour category is contingent upon funds availability, contractor performance continued</p>
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