

IFIB-ACT-SACT-21-29 Custodial Services



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

IFIB-ACT-SACT-21-29

Amendment #2

(All changes identified by red text)

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PART 1 BIDDING INSTRUCTIONS

1. **General.** This is a Best value, Firm-Fixed Price Contract for Custodial Services in accordance with the General Terms and Conditions; as such it is a Level of Effort contract or fraction thereof as set forth in the Statement of Objective.
2. **Classification.** This IFIB is a **NATO UNCLASSIFIED** document.
3. **Definitions.**
 - a. The “Prospective Bidder”, shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFIB, and has indicated thereon its intention without commitment, to participate in this IFIB.
 - b. The term “Bidder”, shall refer to the bidding entity that has completed a bid in response to this IFIB.
 - c. The term Contractor shall refer to the bidding entity to whom the contract is awarded.
 - d. The term “Contracting Officer” designates the official who executes this IFIB on behalf of HQ SACT.
 - e. “Contracting Officer’s Technical Representative” or “COTR” is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
 - f. The term “HQ SACT” shall refer to Supreme Headquarters Allied Command Transformation.
 - g. The term “ACT” shall refer to Allied Commander Transformation.
 - h. The term “NATO”, shall refer to the North Atlantic Treaty Organisation.
 - i. The term “days” as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.
 - j. The term “Habitual Residence”, means HQ SACT, Norfolk, Virginia, VA 23511.
4. **Eligibility.** This IFIB is open to companies:
 - a. Established in a North Atlantic Treaty Organisation Alliance member nation.
 - b. Working in the required field of study and legally authorised to operate the United States of America, at the time of bidding.
 - c. Has performed the desired past performance including size, cost and scope, as described in this IFIB.
5. **Duration of Contract.** The contract awarded shall be effective 01 Jan 2022 or upon date of award, whichever is later, and subject to funding availability. The period of performance is for

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one (1) base period, 01 January 2022 through 31 December 2022 with a potential of four (4) 12 month option periods.

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

7. Amendment or Cancellation.

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

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

8. Bidder Clarifications.

a. Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this IFIB, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 3 calendar days prior to the bid closing date.

b. Information in response to a request for clarification to a prospective bidder shall be furnished to all prospective bidders as a Question and Answer amendment. **Questions will be cut-off for submission 3 May 2021, at 1200 EST.** All such amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

c. **Site Visit:** HQ SACT will convene a site visit for interested bidders to conduct a walkthrough of facilities and provide an information sheet to define the desired scope of this contract support. Site visits will be held on 27th and 29th of APRIL 2021, at 1000 on both days at HQ SACT, 7857 Blandy Road, Norfolk, VA 23551-2490. Alternate dates are available on an independent requested basis not to exceed 14th of May 2021. Attendance at the above site visit is highly encouraged. Installation access is requested using the Base Access Request Form (required 5 business days in advance) which is included below along with instructions on filling out the form correctly.

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Supreme Allied Command Transformation Base Access Request Form

In accordance with Commander Navy Region Mid-Atlantic installation access policy, unescorted visitors must submit personal information prior to gaining access. Visitors will be placed on an access list and contractors must register for a Rapid Gate NCAC card or obtain a temporary, one (1) day pass from the Pass & ID office located off of Hampton Blvd across from Naval Station Norfolk, Gate 5. **Important: Please read the information on the second page.**

Please complete this form and return it to the SACT Quarterdeck.

Date:

Visitor Information

Full Name (Last, First, Middle)*:

Date of Birth (Year/Mon/Day)*:

SSN (US Citizens)*:

Civilian Military (Rank):

Contractor (Company):

Passport Information (Foreign Nationals)

Country*:

Passport Number*:

Date(s) of Visit: () To ()

Installation (choose all that apply)

Naval Support Activity Hampton Roads

Other:

Sponsor Information

Name:

Rank:

Phone:

Billet Code:

To Be Completed By SACT Security Personnel

Date Received: _____

Official Stamp

Name/Sign: _____

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Important Information & Instructions

Contractor access will only be granted via a Rapid Gate NCACs card or temporary, one (1) day pass issued from Pass & ID on Hampton Blvd.

Unescorted visitors who do not possess a valid, Department of Defence ID card must submit their personal information including name, date of birth, SSN, or passport number.

Requests for US visitors must be submitted at least five (5) working days prior to the scheduled visit.

Requests for International visitors must be submitted at least two (2) weeks prior to the scheduled visit.

Sponsors: Please complete a separate form for each visitor. If there are multiple visitors (i.e., 10 or more) who will be attending on the same date(s), you may complete one form and attach a list that contains the information marked with an (*).

Please insure you include the date(s) of visit, installation(s) requiring access, and the sponsor information on the Base Access Request Form.

Sponsors: You may e-mail this form to your guests and have them complete the sections and return it to you.

If you have any questions, please contact the SACT Quarterdeck at 757-747-3400.

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9. Bid closing date. Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **21 May 2021, 1200 hours**, Eastern Standard Time, Norfolk, Virginia, USA. No bids shall be accepted after this time and date.

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

11. Content of Proposal. The proposal shall consist of **5 copies** the following minimum paper documents (Clipped – no spiral or plastic bindings please) with the exception of the price proposal which is required in one copy only (sealed). Additionally electronic copies (emailed PDF version) of the documents are required with the exception of the price proposal no later than **21 May 2021, 1200 hours**, Eastern Standard Time, Norfolk, Virginia, USA.

- a. A table of contents for the entire proposal (See checklist provided as Enclosure 2);
- b. The bidders full name address, Point of Contacts, Telephone, Fax number and Internet site, (See Enclosure 3);
- c. Compliance statement (See Enclosure 4);
- d. Provision of administrative, financial and technical volumes including scoring criteria, (See Annex A to Statement of work).
- e. Past performance (See Enclosure 5)
- f. Company Price proposal, including (Enclosure 6)
- g. An electronic PDF copy of all documentation as requested above emailed to the POC's listed in paragraph 19 of the bidding instructions. **(Note, do not include a price proposal with the electronic submission.)**
- h. Appropriate technical and financial information to determine whether proposed services, terms and conditions comply with all the requirements of this IFIB.

12. Proposal Submission.

- a. Proposals shall be submitted in a single package containing two volumes, Technical volume and Price volume, each separately sealed. The single package shall be clearly marked with the mailing label, citing the IFIB Solicitation reference number, (See Enclosure #3). Within the single package shall be the Technical and Price volumes, separately packaged and identified.
- b. An electronic copy of the proposal, **do not include the Price Proposal**, is required to the assigned Contracting Officer, prior to the established bid closing date.
- c. Proposal packages may be made by mail, courier or hand carried.

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- d. Proposal packages must be delivered to the HQ SACT via a verifiable method or be handed to a member of the BUDFIN/Purchasing staff, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording.
- e. Price proposals shall be in U S Dollar currency.
- f. Prices shall be on a Firm Fixed Price Basis. Price volumes shall include any relevant discount schedule.
- g. It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- h. No oral bids or oral modifications or telephonic bids shall be considered.
- i. It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. Late Proposals.

- a. It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches HQ SACT prior to the established closing date and time. All late bids shall be returned to the offering company unopened. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of NATO staff negligence (mishandling) shall the bid be considered.
- b. A delay in a commercial courier service does not constitute a delay by NATO or government channels.

14. Bid Withdrawal. A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing or facsimile, with attention to the HQ SACT Contracting Officer. The proposal shall be returned unopened, at the expense of the company.

15. Bid Evaluation.

- a. The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of HQ SACT. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. HQ SACT is not responsible for any content that is not clearly identified in any proposal package.
- b. Proposals shall be evaluated taking into consideration of the following factors;
 - (1) Successful administrative submission of bid packages and requested Enclosures 2-6, as listed in this IFIB. (Pass/Fail).
 - (2) Successful determination of Technical compliance using Annex A. (Pass/Fail).
 - (3) Successful best value criteria using Annex A. Technical and Price/cost Factors weighted 70% Technical score and 30% Price score.

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(4) Acceptance of HQ SACT General Terms and Conditions.

16. Proposal Clarifications. During the entire evaluation process HQ SACT reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of noncompliance.

17. Award.

- a. HQ SACT contemplates to award to a single source.
- b. HQ SACT Purchasing & Contracting shall award the contract to the Bidder whose conforming proposal represents the best value.
- c. HQ SACT reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this IFIB.
- d. Contract Award date is anticipated in the month of June 2021 with performance to begin on or about 01 January 2022.

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

19. Points of Contact are:

LCDR Brandon Stewart, ACT Contracting Officer 757-747-3977 Brandon.Stewart@act.nato.int

Kellie Hagen, ACT Contracting Officer 757-747-4180
Kellie.Hagen@act.nato.int

All correspondence shall be forward to:

HQ SACT, BUDFIN BRANCH
Purchasing & Contracting,
Contracting Officer
IFIB-ACT-SACT-21-29
ATTN. Lcdr Brandon Stewart
brandon.stewart@act.nato.int
7857 Blandy Road, Suite 100,
Norfolk, VA, U.S.A.

Headquarters Supreme Allied Commander Transformation

Statement of Objective (S O O) for Contractor Custodial Support

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1. **Introduction.** Headquarters, Supreme Allied Commander Transformation (HQ SACT) is a major NATO Command staffed by personnel from NATO member nations. NATO took the first step by creating HQ SACT as a Command dedicated to Transformation. The Transformation's focus is on concepts, doctrine, and policy; requirements and capabilities; capabilities research and technology; joint experimentation exercises and assessments; and joint education and training.

2. Purpose and Scope.

a. The Contractor shall provide all management, tools, equipment, and labor necessary to ensure that custodial services are performed at HQ SACT Norfolk, VA, in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. The contractor shall accomplish all cleaning tasks and replenish soap and paper products in all restrooms identified in Appendix B and C, in order to meet the requirements of this Statement of Objectives (SOO). Facility cleaning levels and estimated square footages are established in Appendix B, Estimated Square Footages and Cleaning Level. Facility drawings of areas cleaned are established in Appendix C, Floor Plans and Maps. All work performed by the contractor shall be performed in accordance with all applicable laws, regulations, instructions, commercial practices and industry standards.

b. Period of Performance. The period of performance for this Statement of Objective (SOO) is for one (1) base period, 01 January 2022 through 31 December 2022 with a potential of four (4) 12 month option periods. Option periods will be exercised at the sole discretion of the HQ SACT Contracting Officer based on continued need and satisfactory Contractor performance.

3. Requirements of Contractor Custodial Staff Personnel.

a. Cleaning Requirements. The Custodial Staff shall maintain HQ SACT in accordance with the General Custodial Performance Requirements (see Appendix A), which reflects HQ SACT's understanding of the minimum requirements. These requirements also include: daily sanitizing the facility, scrubbing and polishing the lobby terrazzo floors, and steam carpet cleaning.

b. Technical Approach.

(1) Each responding Contractor firm is required to include a Management Plan to show its expertise by fully detailing how they will ensure that the cleanliness and custodial upkeep of the facilities to meet or exceed the requirements described in Appendix A and B. The Contractor shall submit a staffing chart which includes a summary of hours, staffing positions and functional responsibilities. **If Contractor intends to offer first right of refusal to the incumbent workforce as a means to preserve continuity of service, the bidder (offeror) should make this statement in the proposal. HQ SACT will accept the company's certification that all employees will be prequalified prior to commencing performance. However, all offerors are on notice. Failure to have the required employees on staff at the commencement of performance could result in rescission of the award and subsequent award to the next offeror in the ranked order of merit. The obligation fully to fulfill the labor requirements of the contract lies solely with the offeror.**

(2) In addition, each firm must delineate by position the number of personnel it requires to fulfil this SOO. Contractor must continuously employ a minimum of 8 cleaning

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staff – not including the Supervisor - throughout the duration of the contract. Any change in personnel must be reported to the Contracting Officer's Technical Representative (COTR). If the number of personnel decreases below 8, the Contractor has 30 days to find a replacement before receiving a payment penalty. Any extenuating circumstances preventing hiring must be reported to the COTR in writing.

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(3) Each proposal shall include a quality assurance program detailing how the firm will adhere to the General Custodial Performance Requirements, including daily problem detection, inspection and resolution.

c. Custodial Staff.

(1) The Contractor Custodial Staff shall work under and be supervised by Contractor personnel who are trained, skilled, and experienced in providing custodial services. All custodial services shall be provided in a safe, orderly, and professional manner in accordance with industry standards.

(2) The Contractor Custodial Staff shall wear neat, clean, and professional uniforms with the company name or logo.

(3) The Contractor Custodial Staff shall obey all HQ SACT directives, rules and regulations while on HQ SACT premises.

(4) The Custodial Staff may clean non-common areas, such as private office spaces only when they are staffed. SACT's normal working hours are 8:00am to 4:30pm Monday through Friday; however, several offices are normally staffed by 7:00am. Therefore, cleaning non-common areas requires the use of area cleaning," i.e. One person cleans an entire area. Industry "team cleaning" techniques prove disruptive to operations. Custodial Staff may clean common areas, such as the Café and Mess lounges while they are minimally occupied except when there are special functions being held in the space or during lunch hours between 1200-1300.

4. **Tasks.** Appendix B and C describe the minimum specific tasks and their frequencies to provide the custodial support described in this SOO.

5. **Building Measurements.** Appendix C reflects the gross floor space (in square feet) of facilities requiring custodial service. These measurements are within 5 percent of actual floor areas. The Contractor may, at its expense, re-measure the area to be serviced. If the Contractor's measurements differ by more than 5 percent of the square feet figures specified, the contract price shall be adjusted accordingly. Any space additions or deletions shall be at the Contractor firm's rate in its bid response on Enclosure 4, "Compliance Statement." HQ SACT shall make any such additions or deletions a permanent part of this contract through execution of a bilateral contract modification.

6. **Personnel Qualifications and Evaluation criteria.**

a. Custodial Staff Experience. Contractor shall determine the number of staff required to perform the daily services in accordance with this SOO. A summary of proposed staff by position should be included with the proposal submission. Proposed custodial staff shall have at a minimum the following experience:

(1) Minimum of one-year (three years desirable) experience in custodial work.

(2) Experience or ability to work for and in the vicinity of Flag Officer level personnel to include foreign dignitaries.

The summary of proposed staff should demonstrate how each custodian meets the ~~criteria identified above.~~

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

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b. Project Manager/Onsite supervisor. The Contractor shall provide an on-site supervisor/project manager responsible for the execution of this SOO. The on-site supervisor/project manager shall have the following minimum experience:

- (1) Three (3) years' experience (within last Five (5) years) as on-site supervisor or project manager for similar cleaning contract or effort directly relevant to this contract requirement, in size, value, scope and has a minimum NATO or National SECRET security clearance.

c. Basis of Award. HQ SACT contemplates award to a single source. Contract Award will be based upon Best Value Procurement. HQ SACT Contract Awards Committee shall award the contract to the Bidder whose overall score with Technically compliant proposal (as determined by submission of Annex A) weighted 70% and Price Proposal (see Enclosure 6 for format) weighted 30% represents the best value. The contract price must be within an authorized budget and the exercise of an option period will be contingent upon funding and approval by a warranted contracting officer.

7. Contractor Performance Requirements and Reporting

a. Contractor Supervision. The Custodial onsite supervisor shall report to and receive guidance from Headquarters Facilities Manager. The Headquarters Facilities will serve as the Contracting Officer's Technical Representative (COTR). The COTR (or designated representative) shall provide direction, guidance, and as needed, for all technical and content areas of the SOO. The Contracting Officer has the final authority to modify, extend, or cancel this SOO/IFIB solicitation for evolving requirements, new tasking, and/or technical non-performance. The COTR shall:

- (1) Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOO.
- (2) Review (and approve) all contractor tasking for completeness and accuracy.
- (3) Have daily interaction with contractor personnel and can assess the quality, quantity, and timeliness of their work. The COTR's written approval of work reported and submitted is mandatory for contractor invoices to be successfully processed.

b. Contractor Reporting. The Contractor shall submit a monthly report to the COTR/Contracting Officer, detailing progress on the SOO requirements for the reporting period. The report shall include, but not be limited to, the following information:

- (1) Name(s) of contractor personnel/firm assigned to work.
- (2) Summary of work completed during reporting period.
- (3) Tasking met for reporting month.
- (4) Interim tasking and deliverables met for the reporting month.
- (5) Tasking (i interim and final) to be met for the coming month.

~~(6) Current or anticipated problems/deficiencies and recommended solutions.~~

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

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The COTR reserves the right to amend the reporting requirements to receive alternate/additional data and information on a more frequent or less frequent basis, and to request other reports that detail designated aspects of the work or methods to remedy problems and deficiencies.

c. **Additional Contractor Requirements.** The COTR (or designated representative) may identify missing, erroneous, or unneeded requirements and tasking. Consequently, the Custodial Staff is expected to promptly address an identified problem/deficiency, providing the COTR with information on how the problem shall be corrected.

8. **Type of Contract.** This is a firm fixed price services contract awarded on a best value evaluation.

9. **Proof of Past Performance.** The Contractor firm shall provide a minimum of two past performance citations to show that it successfully completed work that is similar to or directly traceable to the requirements and tasks described in this SOO. The past performances cited should be within the past seven years. HQ SACT reserves the right to contact individuals to verify past performance. Such verification shall be retained and evaluated as an evaluation factor for this contract award. The citations shall include the following information at a minimum:

- a. Summary of work performed that directly relates to this SOO.
- b. Outcome of above mentioned work performed.
- c. Summary of staff used (by number and position).
- d. Name of client and contact information.
- e. Date of work performance.
- f. Written permission to contact client for reference.

10. **Estimated Level of Effort:** All positions related to this SOO are expected to be full time. Full time is defined as a minimum shift of six hours per day five days a week, (Monday through Friday). Flexibility shall be required for tasks such as but not limited to; buffing, waxing, restriping, that needs to perform outside of duty hours. Additional work may develop due to visiting dignitaries, exercise or conference; therefore there is a possibility of a surge in additional workload to the regular schedule. The Custodial contractor is expected to provide janitorial services upon request. This may include such tasks as additional weekend or night floor cleaning, clean up services for special events, and other additional janitorial tasking as determined by the COTR. Surge work for special events shall be priced separately from this contract requirement and listed in the Price Proposal (Enclosure 6).

11. **Place of Performance.** The Custodial Staff shall perform the required work at HQ SACT, 7857 Blandy Road, Norfolk, Virginia 23551-2490. Special events which may require custodial work may be held outside the HQ building, but in the vicinity of the Headquarters such as out on the courtyard or the MIA/POW Park located behind the building.

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12. HQ SACT-Furnished and Contractor-Furnished Property and Facilities.

a. HQ SACT. The Custodial Staff shall keep its assigned HQ SACT spaces neat and orderly, and in compliance with all federal, state, and local laws and regulations on handling hazardous materials and hazardous waste, include maintaining Material Safety Data Sheets (MSDS) on all chemicals, solutions, etc. HQ SACT shall not be responsible for the loss of the Custodial Staffs on-site materials, supplies, equipment, and personal property that are lost because of fire, theft, or other causes. HQ SACT shall furnish water and electric current at existing outlets. All extensions to such utilities shall be the Custodial Staffs responsibility.

b. Contractor Firm. The Contractor firm shall furnish all equipment, materials, supplies, and services not specified herein as HQ SACT-furnished property and consider such property as necessary to perform the SOO. This includes paper supplies, soap and metered air fresheners required for restroom, kitchenette and locker room stocking. Provision of such material shall be pre-approved by COTR to ensure quality and green environmental standards are applied. Custodial cleaning products required in the performance of this SOO shall meet, at a minimum, Green Seal Product Standards (<http://www.greenseal.org>). The Contractor shall provide services between the hours of 5am to 7:00pm, Monday through Friday. Services in non-common areas must be performed when HQ SACT personnel are manning the spaces, typically between the hours of 0700 and 1600. The contractor shall have a telephone at which it can be reached during regular working hours and an after-hours emergency number. The on-site Contractor supervisor shall carry a cell phone at all times while the Custodial Staff is working.

13. **Security.** Personnel Clearances. The Contracting firm will be responsible for obtaining a National Criminal Background Check on all employees prior to starting work identified in this SOO. All contractor personnel assigned to HQ SACT, must undergo a Multi-National Background Check (vetted via multiple Federal/State Law Enforcement Authorities/Agencies) and a Local Law Enforcement Check. to work at HQ SACT in Norfolk, Virginia. Personnel identified in a Nationwide Criminal Background Check as having a conviction, within 10 years of perspective employment date, for illegal drugs, assault and battery, domestic violence, larceny, fraud or any felony offense will not be assigned custodial duties at HQ SACT. No waiver to this requirement shall be granted. If the Contracting Firm cannot assign personnel with the required Nationwide Criminal Background Check on the start date, the Contracting Firm shall be liable for bid non-compliance or immediate contract termination. If convicted of any of the above infractions during employment, the employer is responsible for ensuring immediate action is taken to suspend employment within HQ SACT facilities. The contractor must provide advance written proof of the ability to assign fully cleared personnel to the HQ Security Officer prior to contract award/start. The Contracting Firm is fully responsible for arranging all work visas.

a. Security Conditions. The Custodial Staff must adhere to the current security directives and conditions at HQ SACT, as required, to include random personnel/baggage inspections.

b. Building, Installation Access. The Contractor firm is responsible for ensuring that its personnel have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT facility. The contractor shall submit requests for site access to SACT HQ, Attention Security Office, 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490. Maintenance schedules will be published and distributed throughout HQ SACT. It is the responsibility of office owners to ensure offices This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

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are sanitized of classified materials during the published cleaning times to facilitate cleaning/maintenance. In addition, if office spaces are locked during the scheduled cleaning/maintenance and or no escort is available to access the classified space, it is the office owner who is responsible to reschedule cleaning through the cleaning contract supervisor.

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

d. Additional Security requirements: Cleaning Service employees must be indoctrinated and must attend periodic required security briefs. All assigned custodial personnel must meet HQ SACT security requirements, in accordance with NATO regulations. The Cleaning Service's Human Resource Department (or equivalent) must maintain an updated list of personnel employed by their company whom they intend to perform cleaning services at HQ SACT.

e. All employees must hold a **DBIDS** pass; the contracting firm is responsible for obtaining passes and paying associated fees.

b. Contractors are not authorized building access after-hours between the times of 1900-0459 Mon-Fri and 1600-0800 Sat-Sun. HQ SACT must have a minimum of one employee on site at all times with a NATO Secret Security Clearance.

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APPENDIX A General Custodial Performance Requirements

1.0 Custodial Performance Requirements

a. Room/Office/Passageway Cleaning Operations. All furniture (except items with working papers on them), equipment, horizontal ledges, and sills shall be dusted with microfiber cloths (e.g., tables and chairs in conference rooms dusted and polished). All room dividers, interior glass, glass partitions, interior doors/jambs/hardware, interior walls, transoms, and national displays shall be cleaned by dusting/wiping to ensure there is no streaking. Counter tops, sinks, and bright work shall be scrubbed and wiped clean.

(1) Surfaces on the interior/exterior of elevator cars shall be cleaned, including doors, walls, lights, light panels, and bright metal surfaces. All surfaces shall be kept free of dust and finger marks.

(2) Soil, markings, and other defacements shall be removed from (interior and exterior) glass surfaces, including high areas and metal framework above the foyer/lobby, main entrance, etc. Washed surfaces shall be free of streaks or watermarks.

(3) High cleaning includes cleaning (interior) horizontal and vertical surfaces above 6' from floor level. Walls shall be free of dirt, smudges, and markings. Ceilings, fixtures, and displays shall be free of cobwebs and dust.

(4) Wood trims; mouldings, railing, and baseboards shall be dusted, cleaned, and oiled regularly to maintain a polished appearance.

b. Trash Removal/Separations.

(1) Waste baskets shall be emptied so as to not disperse dust. Large boxes and cartons in offices and passageways shall be removed, flattened, and placed in approved containers daily. Trash shall be removed to the nearest trash trailer/container in the area(s) served by the Custodial Staff. Care shall be taken to prevent trash dispersion due to wind, burst bags, or other causes.

(2) All trash containers and plastic liners must be kept clean and sanitary. Plastic liners may be used in lieu of washing the trash receptacles. If plastic liners are used, they must be of a 10% post-consumer makeup and any liner with food waste shall be replaced when trash is removed.

(3) Ash receptacles shall be emptied from each smoke pit 5X per week into a container filled with water to ensure cigarette butts are extinguished before discarding in the dumpster. Ashtrays and receptacles will be wiped clean and free of ash residue.

(4) Recycle receptacles shall be emptied into approved recycle collection containers.

c. Non-Carpeted Floors (Hard Floors: Vinyl Tile, Ceramic Tile, Wood, Concrete, etc...) Hard floors shall be maintained free of grit, soil, dust, scuff and heel marks, stains, spills, debris, litter and other foreign matter by effective routine cleaning. Cleaning shall be accomplished by the most appropriate method (vacuum, sweep, dust mop, damp mop,

~~spot clean, etc.) and with cleaning solutions if applicable, for the specific floor type. After~~
This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

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cleaning, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Baseboards, corners, and wall/floor edges shall also be clean. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

d. Carpeted Floors. Carpets shall be maintained free of soil, dirt, debris, litter and other foreign matter by effective routine vacuuming. Efficient vacuum cleaners shall offer high airflow, high efficiency filtration, and an adjustable rotating brush agitation for more effective soil removal. Any spots and/or spills shall be removed by the carpet manufacturer's approved methods or other commercially accepted practices as soon as noticed. All tears, burns, and ravelling shall be brought to the attention of the facility manager. Area and throw rugs shall also receive this service. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

e. Stairways/Elevators/Handicap Lifts. All floor surfaces shall be cleaned in accordance with paragraph 1.1 or 1.2, as appropriate. Stair guards, handrails, wall caps and baseboards shall be free from grease and grime. The Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls, up to 72 inches height from stair tread level, to provide or maintain a clean, uniform appearance.

f. Clean Floor (Walk off Mats). Vacuum and/or clean interior and exterior floor mats. Mats shall be free of all visible lint, litter, debris, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

g. Restrooms/Locker Rooms Cleaning Services:

(1) Clean and Disinfect. All surfaces of sinks, toilets, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, saunas, partitions, dispensers, doors, walls, partitions, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), walls, and other such surfaces shall be cleaned and disinfected using a germicidal detergent. Restrooms shall have a clean scent or no odor at all. Showers, toilets, and urinals will be free of spots, water spots, scale buildup, soap scum, odors, and any other deposits. Mirrors shall be clean and have no streaks or other removable matter. Partitions shall be smudge, stain free. Vents (within 72 inches of the floor) shall be clean. Restroom sinks, countertops, and fixtures shall be free from water and scale deposits, soil, streaks, and other removable matter. Walls and grout shall be free of all film, spots, and detergent buildup.

(2) Restroom Floor Care. All floor surfaces shall be maintained in accordance with paragraph 1-c by effective routine cleaning. Moveable items shall be tilted or moved to sweep and damp mop underneath. Grout on the wall and floor tiles shall be free of dirt, scum, mildew, and residue.

(3) Shower Floor. Contractor shall remove soap film, dirty buildup, and stains from washable surfaces of the shower walls and floors. This cleaning is not to remove the paint or finish off the walls or floor surfaces. Surfaces shall have a

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clean, uniform appearance, free of streaks, spots, or any other evidence of soil once service has been completed.

(4) Locker Room Floor. Contractor shall remove soap film, dirty buildup, and stains from washable surfaces of the floors. This cleaning is not to remove the paint or finish off the floor surfaces. Surfaces shall have a clean, uniform appearance, free of streaks, spots, or any other evidence of soil once service has been completed.

(5) Stock Restroom Supplies. Contractor shall ensure restrooms are stocked sufficiently so any provided supplies including toilet tissue, paper towels, automatic metered dispensers and hand soap do not run out. Supplies shall be stored in designated areas. If supplies run out prior to the next service date, the contractor shall refill within two hours of notification.

(6) Drinking Fountains. Contractor shall clean all facility drinking fountains, typically located near or in the vicinity of restrooms. All porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains shall be cleaned and disinfected. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

(7) Restroom Trash Removal. All trash containers in restrooms and locker rooms shall be emptied, trash disposed, and containers returned to their original locations. The contractor shall provide and replace any obviously soiled, worn or torn plastic trash can liners. Trash receptacles shall be left clean, free of foreign matter and free of odors.

h. Periodic Cleaning Services: (Services performed on a monthly, semi-annual, annual basis)

(1) Periodic Hard Floor Maintenance. Hard floors shall be cleaned, scrubbed, sealed, polished, waxed, and stripped as required for the appropriate surface to maintain, protect and ease normal routine floor cleanings. After periodic maintenance, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. All furniture (e.g., coat racks, chairs, sofas, tables, desks, file cabinets) shall be moved prior to the operation and returned to their original position(s) after it's completed.

i. Contractor Provided Equipment and Supplies. Contractor-Furnished Equipment. The contractor shall provide and maintain all equipment necessary to perform the requirements of this contract. The contractor may be required to perform minor repair and other normal maintenance requirements of equipment on site.

(1) Equipment. All equipment used in the performance of this contract shall be in good operable condition and carry a U/L (Underwriters Laboratory) listing. Equipment found to be unsafe and unable to function as designed, shall not be used in performance of this contract. The contracting officer or designated representative may inspect the contractor's equipment at any time and direct the removal of any unsafe or unusable equipment from the installation.

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- (2) Vacuums and carpet sweepers must be CRI Green labelled and rated at 70db or lower. Manual battery powered sweepers may be required in areas requiring quiet cleaning, such as hallways near briefing rooms and some office spaces. Carpet care and floor maintenance schedules are to be strictly adhered to. The Cleaning Service floor technician must work closely with each space representative in order to arrange times for floor work. This coordination is especially important in the following areas; Senior Rates Bar, Flag Mess Bar, Staff mess sandwich bar & pantry, Quarter deck & Flag Locker, Outer & Inner Lobby, Tile hall by elevators, Secretariat, New personnel office, Print Shop, Hall by Graphics, South Stairs eight (8) flights, Hall by south stairs, North Stairs ten (10) flights, and Hall by north stairs.
- j. Contractor Furnished Restroom Supplies.
 - (1) Plastic Trash Can Liners/Bags: Must be of a 10% post-consumer makeup and suitable for the type of trash receptacle.
 - (2) Paper towels: All paper towels must be white and suitable for the type of paper towel receptacle.
 - (3) Toilet paper: Suitable for the type of Toilet paper receptacle
 - (4) Air Freshener: Suitable for the type of time mist dispenser
 - (5) Hand sanitizer. Suitable for the type of dispenser
- k. Refrigerator Cleaning. Contractor shall clean all facility refrigerators, typically located near or in the vicinity of break areas. All shelving glass and plastic as well as exterior surfaces of refrigerators shall be cleaned and disinfected. Refrigerators shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.
- l. Pandemic Mitigation Measures. Contractor shall disinfect defined office spaces when requested, as per CDC guidelines.
- m. FOGO offices Contractor shall do a detail cleaning of all identified FOGO offices. Detail cleaning includes but not limited to dusting high and low, cleaning of all furniture, vacuuming, and window washing.
- n. Miscellaneous Requirements. The contractor shall:
 - (1) Turn off unnecessary lights.
 - (2) Report fire hazards, conditions, and items in need of repair to the COTR.
 - (3) Turn in lost and found articles to the COTR.
 - (4) Immediately notify HQ SACT Quarterdeck Security when unauthorized or suspicious persons are seen on the premises.
 - (5) The Contractor shall display the appropriate caution signs when cleaning floors or any other surface that might pose a risk to injury for any personnel that

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are present.

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2. **Quality Control.** The contractor shall develop and maintain a quality control program to ensure custodial services are performed in accordance with commonly accepted commercial practices and services identified in this SOO. The contractor shall develop and implement procedures to identify, prevent, and ensure non-performance and continual repeat of defective service does not occur. As a minimum, the contractor shall develop quality control procedures addressing the areas identified in paragraph 2, Service Summary.

a.. Quality Control Plan. The contractor shall submit a Quality Control Plan upon award to the COTR for acceptance. The Quality Control Plan shall demonstrate how the contractor intends to ensure quality performance during the contract period of performance. The contractor shall maintain the Quality Control Plan throughout the life of the contract. The contractor shall provide any updates to the plan to the COTR for acceptance when changes occur.

b. Inspection System. Written procedures for the inspection system includes the title/name of the individual responsible for the Quality Control Plan and who shall perform the inspections. The location of inspection records and key control logs shall be made available to HQ SACT at all times during the term of the contract.

c. Safety Requirements and Reports. The contractor shall perform work in a safe manner as required by OSHA Safety and Health Requirements. Provide a verbal report to the CO as soon as possible of each occurrence of damage to Government property or an accident resulting in death, injury, occupational disease, or adverse environmental impact. Provide a completed copy of required Accident Investigation Reports to the CO via the COTR within five calendar days of each occurrence.

d. Periodic Quarterly Progress Meetings. The COTR and other HQ SACT personnel as appropriate, and the Contractor shall periodically meet to discuss the Contractor's performance. The following issues shall be discussed; opportunities to improve the contract, any modifications required of the contract, unsatisfactory inspections and valid customer complaints against each performance objective observed and steps taken by the Contractor to prevent occurrences in the future. The Contractor shall provide a summation of unsatisfactory inspections and customer complaints and provide insight into any identified trends.

(1) The minutes of these meetings will be reduced to writing, signed by the COTR and furnished to the Contracting Officer with any other signatures as deemed appropriate, distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will provide a written notification to the COTR identifying areas of non-concurrence for resolution.

3. HQ SACT Furnished Property.

a. HQ SACT Furnished Facilities. HQ SACT will provide office and storage space on site. No alterations to the office space shall be made without the specific written permission from the COTR and the Contracting Officer. The Contractor shall return the office space to HQ SACT in the same condition as received, fair wear and tear and approved modifications.

(1). Janitorial Closets. Janitorial closets will be available for use by the Contractor, without cost, for the purpose of storing materials and equipment,

~~excluding flammable materials. The Contractor will be required to maintain~~
This Enclosure is designed to assist the respective company provide HQ SACT with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

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odorless and clean closets. Closets will be free of clutter and debris. Cleaning supplies and tools will be stored and organized in such a manner as to allow easy access and movement in closet. Closets provided for janitorial service use will be locked if locks are available. HQ SACT will not be responsible for Contractor's stored supplies or equipment kept in the building or janitor's closets or for the Contractor's employees' personal belongings. Janitorial Closets will be subject to security inspections at any given time by HQ SACT Security.

b. HQ SACT Furnished Supplies and Equipment. None will be provided.

c. HQ SACT Furnished Utilities. HQ SACT will furnish electricity, water and sewage service as necessary for accomplishment of work in accordance with this contract.

(1) Utility Conservation. The Contractor shall adhere to all base level utility conservation practices or requirements. The Contractor shall be responsible for operating under conditions that prevent waste of utilities.

d. Telephone Service. HQ SACT will provide base and local commercial telephone service. Long distance service, if desired, shall be at the contractor's expense.

e. Solid Waste Collection and Disposal. The Contractor shall use existing bulk containers to dispose of trash or solid waste generated from accomplishment of services detailed in this SOO. The contractor shall adhere to all base level recycling programs.

4. **Cleaning and Restroom Supplies.** The contractor shall furnish a listing of all cleaning and restroom supplies utilized during the contract period to the Contracting Officer not later than the pre-performance conference for approval by the COTR or Contracting Officer. After approval, any new cleaning supplies added to the contract will need approval before being used on the installation. The cleaning inventory supply list shall contain the following information:

Product name
Manufacturer
Item use
Disposal procedures if material remains after usage
Storage of item

The contractor shall be responsible for the proper disposal of all their cleaning supplies. A Material Safety Data Sheet (MSDS) shall also be provided for each cleaning and restroom supply item and employees will be trained, by the contractor, on the proper use and disposal of each item. All cleaning supplies shall be non-flammable.

NOTE: Products containing chlorofluorocarbons (CFC's) or ozone depleting substances shall not be allowed or approved for use.

a. Hazardous Material Identification. Material Safety Data Sheets (MSDS) are required as specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract) for any other material designated by a government technical representative as potentially hazardous and requiring safety controls. MSDSs must be submitted by the Contractor upon contract award. Failure to provide MSDSs or certificate when requested could result in the Contractor being considered non-responsive and result in termination of the contract.

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b. **Custodial Cleaning Products.** Custodial cleaning products required in the performance of this SOO shall meet as a minimum, Green Seal Product Standards (<http://www.greenseal.org>). If it is determined that a product does not meet Government performance requirements, the contractor shall submit a proposed alternative that would meet the performance requirements with the lowest environmental impact for evaluation and acceptance. Products that fall under the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (CPG) (<http://www.epa.gov/cpg>) shall meet the minimum recovered (recycled) content. Bio• based products shall be used upon issuance of the bio-based product listing from the United States Department of Agriculture (USDA) (<http://www.usda.gov>). The contractor shall purchase and use Energy Star or other energy-efficient items listed on the Department of Energy's Federal Energy Management Program (FEMP) Product Energy Efficiency Recommendations product list. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract.

5. **Weapons, Firearms and Ammunition.** Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor• owned or privately owned vehicles while on Naval Support Activity.

6. **Personnel.** Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection. HQ SACT is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

7. **Schedules.** The contractor shall submit an annual schedule for the desired services described in SOO, Attachment A, Appendix A and B to the Contracting Officer for approval at the pre• performance conference, identifying facilities by building number in numerical order, and approximate time cleaning will occur. The contractor shall be allowed 30 days to adjust work schedules based on inspections, use, traffic, special requirements identified in SOO, frequencies listed in Appendix A and with COTR as appropriate. This second work schedule shall be submitted to the Contracting Officer for approval within 10 days after the first contract month period and shall be known as the Cleaning Frequency Schedule (CFS). The contractor shall provide the CFS to the Contracting Officer's Representative and not deviate from the approved schedule without prior approval from the Contracting Officer. Any permanent changes to the CFS must be submitted 1 days before implementation and receive Contracting Officer approval before HQ SACT will allow the proposed changes. The CFS may be submitted electronically using a file format compatible with Government software programs such as "Microsoft Office" software. A facility manager contact list will be provided to the Contractor at the pre-performance conference and updates to this list will be the responsibility of the COTR.

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APPENDIX B HQ SACT Custodial Standards

ENTRANCES, LOBBIES, GALLERY–	FREQUENCY
Tiled and linoleum floors will be dust mopped and damp mopped and buffed	5 x per wk
Door glass and partition glass will be cleaned both sides.	5 x per wk
Carpeted areas will be vacuumed and spot cleaned.	5 x per wk
Windows to 6 ft high will be cleaned	5 x per wk
Furniture will be wiped and dusted	5 x per wk
Doormats will be lifted and vacuumed both sides.	2 x per day
Trash receptacles will be emptied and cleaned.	2 x per day
Turnstiles will be wiped and dusted on both sides	1 day per wk
Finger and other marks will be removed from wall to 6 ft high.	1 day per wk
Horizontal surfaces and picture frames will be dusted to 6 ft.	1 day per wk
Horizontal and vertical blinds dusted.	1 x per wk
Automated hand sanitizers resupplied	As needed
STAIRS AND LANDINGS –	FREQUENCY
Stairs and landings will be swept and damp mopped/washed	5 x per wk
Doors will be kept free of finger marks	5 x per wk
Handrails will be dusted and damp wiped	2 x per wk
Walls will be spot cleaned to 6 ft high	1 day per wk
CORRIDORS, HALLWAYS -	FREQUENCY
Tiled and linoleum floors will be swept, mopped and buffed.	5 x per wk
Carpeted floors will be vacuumed and spot cleaned.	5 x per wk
Drinking fountains will be cleaned.	5 x per wk
Trash receptacles will be emptied and cleaned.	2 x per day
Horizontal surfaces and picture frames will be dusted.	1 day per wk
Walls will be spot cleaned to 6 ft. high.	1 day per wk
ELEVATORS –	FREQUENCY
Floors will be dust mopped and damp mopped	5 x per wk
Doors and walls will be kept free of marks	5 x per wk
Glass ceiling panels will be cleaned	1 day per month
Stainless steel panels will be polished	1 day per wk
OFFICE LOUNGES, OFFICE KITCHENETTES –	FREQUENCY
Carpet will be vacuumed and spot cleaned.	3 x per wk
Tiled and linoleum floors will be dust mopped and damp	3 x per wk
Tables and chairs will be damp wiped.	5 x per wk
Stainless steel sinks and counters will be cleaned.	5 x per wk
Coffee stations and counters will be cleaned	5 x per wk
Trash receptacles will be emptied and cleaned.	2 x per dy
Walls will be spot cleaned to 6 ft. high.	1 day per wk
Refrigerator will be cleaned inside and outside	1 day per wk

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OFFICE SPACES –	FREQUENCY
Flag Officers(Only) and General Officers (FOGOs) offices will be detailed	5 x per wk
FOGO bathrooms and showers will be cleaned	5 x per wk
Tiled and linoleum floors will be dust mopped and damp mopped.	5 x per wk
Carpets will be vacuumed and spot cleaned.	1 x per wk
Wastebaskets will be emptied.	5 x per wk
Empty recycle bins and shredders and dispose in proper containers	5 x per wk
Desk furniture, Plexiglass Dividers and horizontal ledges will be dusted.	1 day per week
Finger marks will be removed from walls and partitions will be spot cleaned to a height of 6ft.	1 day per week
Telephones will be cleaned and disinfected.	1 day per week
Horizontal and vertical blinds dusted.	1 day per wk
Office/Cubicle COVID clean-up request	As needed
RESTROOMS, LOCKER ROOMS, SHOWERS (Does not include the HQ Café locker room or restroom located in the kitchen.)	FREQUENCY
All fixtures will be cleaned, i.e. bowls, urinals, basins, mirrors, chrome surfaces and interface.	2 x per dy
Floors will be swept and washed.	2 x per dy
All supplies will be replenished.	2 x per dy
Waste receptacles will be emptied and cleaned.	2 x per dy
Walls will be spot cleaned to a height of 6 ft.	5 x per wk
Toilet stall partitions will be damp wiped.	1 day per wk
Shower walls will be washed floor to ceiling.	1 day per month
Metered air fresheners/ restocked and batteries replaced	As needed
HQ CAFE SEATING AREA, PRIVATE STAFF MESSES' LOUNGES	FREQUENCY
Tiled, wood and linoleum floors will be swept and mopped.	5 x per wk
Carpets will be vacuumed.	5 x per wk
Walls will be spot cleaned up to a height of 6 ft.	5 x per wk
Glass doors and glass partitions will be cleaned.	5 x per wk
Horizontal and vertical blinds dusted.	1 x per wk
CONFERENCE ROOMS, TRAINING ROOMS	FREQUENCY
Carpets will be vacuumed and spot cleaned.	3 x per wk
Tiled and linoleum floors will be dust mopped and damp mopped.	3 x per wk
Waste receptacles will be emptied and cleaned.	5 x per wk
Tables and chairs damp wiped	5 x per wk
Door glass and glass partitions cleaned	5 x per wk
Windows will be cleaned	1 day per wk
Walls spot cleaned to a height of 6 ft high	1 day per wk
Horizontal and vertical blinds dusted.	1 day per wk

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OTHER AREAS - GENERAL CLEANING SERVICES – AREAS NOT SPECIFIED	FREQUENCY
Police smoking pits. Empty and clean cigarette receptacles	5 x per week
Police around dumpsters and entrances/exits	5 x per week
Empty all outside garbage receptacles at building entrance	5 x per week
Courtyard	5 x per week
Finger marks will be removed from glass desks, table tops, door glass, and display cases	3 times per wk
Finger marks and smudges will be removed from walls and other surfaces, where accessible	3 times per wk
Mops to be cleaned/laundered to avoid odor	weekly
Dust exterior doors and frames of lockers, partitions, and ledges	weekly
Clean the interior of all paper towel and soap dispensers	monthly
Remove gum from all surfaces.	As needed
PROJECT WORK	FREQUENCY
Steam clean carpet	As needed/ Min 2 x per year
Windows and horizontal surfaces above 6 ft will be cleaned and dusted	1 day per month
Maintain/ Strip non-carpeted flooring	As needed/minimum 2 x per year
Electrostatic Fogging	As per request up to 6 x per year
Additional setup and clean up during special events	Up to 100 hours

Note: Not all areas will receive floor care at the frequencies noted and reductions may be made for low traffic areas and increase for high traffic areas.

Appendix C Custodial Work Matrix

LEGEND FOR CUSTODIAL WORK MATRIX

ITEM

- 1 NOT USED
- 2 NOT USED
- 3 FLOOR SURFACES
 - a. CP Carpet
 - b. RG Rug, Mat
 - c. RB Rubber Tread
 - d. TO Terrazzo
 - e. CT Ceramic / Quarry Tile
 - f. RT Resilient Tile
 - g. CE Concrete
 - h. AF Access Flooring
 - i. CST Concrete / Steel
- 4 Square Feet Floor Area= Total square feet; Items 5-12 are broken down into square feet that will be cleaned in that manner.
- 5 Sweep / Dust or Vacuum
- 6 Sweep and Damp Mop
- 7 Carpet Cleaning
- 8 Spray Buff
- 9 Strip / Seal / Refinish
- 10 Room Cleaning
- 11 Clean / Wash Restrooms & Drinking Fountains
- 12 Trash / Recycle Removal

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TOTAL SQUARE FEET

Building/Area Name	4	5	6	7	8	9	10	11	12
NH-31 First Floor	49266	47266	2000	47266	1000	2000	47266	2000	49266
NH-31 Second Floor	54224	52224	2000	52224	1000	2000	52224	2000	54224
NH-31 Third Floor	18160	17732	428	17732	0	0	17732	428	18160
NH-31 Fourth Floor	18160	17732	428	17732	0	0	17732	428	18160
NH-31 Fifth Floor	18160	17732	428	17732	0	0	17732	428	18160
NH-31 AUDITORIUM	2500	2500	0	2500	0	0	2500	0	2500
NH-31A	870	800	70	800	0	0	800	70	870
NH-31B	660	0	660	0	0	660	0	160	660
NH-31H First Floor	18400	18000	400	18000	400	400	18000	400	18400
NH-31H Second Floor	18400	18000	400	18000	400	400	18000	400	18400
Court Yard	4500	4500	0	0	0	0	0	0	4500
Lobby	1560	0	1560	0	1560	1560	0	0	1560
Dining area	4958	4958	0	4958	0	0	4958	0	4958
NH 23	1500	1300	200	1300	0	0	1300	200	1500
TOTAL SQFT	211318	202744	8574	198244	4360	7020	198244	6514	211318

(Appendix C continued. (See Legend Chart for Information overview purposes.)

APPENDIX D DEFINITIONS

Clean: Free from dirt; unsoiled; unstained: free from foreign or extraneous matter; free from pollution; unadulterated; habitually free of dirt: characterized by a fresh, wholesome quality.

Cleaning: Locating, identifying, containing, removing, and properly disposing of undesirable substances from surfaces or materials. This includes the removal of dirt, debris, and potentially infectious material and bodily fluids by scrubbing and washing with soap and water.

Due Diligence: Proper care, attention or persistence in doing a thing, such a measure of prudence, activity or assiduity, as is properly to be expected from, and ordinarily exercised by a reasonable person under the particular facts and circumstances.

Equipment. Items used in cleaning and sanitizing, as well as those used to transport and store supplies.

Floor Maintenance: Floor maintenance shall include techniques of scrubbing, stripping, and finishing of all uncarpeted floor areas, to include restrooms, unless otherwise stated.

Green Seal: Non-profit organization devoted to environmental standard setting, product certification, public education whose mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing, and production. Sets environmental standards and awards a "Green Seal of Approval" to products that cause less harm to the environment than other similar products.

Green Seal Products: Green Seal works with manufacturers, industry sectors, purchasing groups, and governments at all levels to "green" the production and purchasing chain utilizing a life-cycle approach, which evaluates a product or service beginning with material extraction, continuing with manufacturing and use, and ending with recycling and disposal. Products only become Green Seal certified after rigorous testing and evaluation, including on-site plant visits.

HEPA: High Efficiency Particulate Air (HEPA)

Industry Accepted: A methodology or technique that is commonly used by members of the trade.

Invitation for International Bid: Method of solicitation for HQ SACT in conducting international complete bidding.

Maintain Carpets: Includes but is not limited to vacuuming and cleaning of carpets, spot removal using carpet manufacturer's approved method to remove spills/soil.

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Mop: To clean or clear away by mopping usually by using a mop soaked in a bucket of water or cleaning fluid and scrubbed against the surface. To clean a surface (as a floor) with a mop

Potentially Infectious Material: Includes the following human body fluids: blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Sanitize: To remove filth or soil and small amounts of certain bacteria/germs. For an inanimate surface to be considered sanitary the surface must be clean and the number of germs reduced to such a level that disease transmission by that surface is unlikely. This procedure is applicable to a wide variety of routine custodial procedures involving, for example, bathrooms, kitchen countertops, floors and walls. Soap, detergent or abrasive cleaners may be used to sanitize. A number of EDP-registered detergent-sanitize products are also appropriate for sanitizing. Directions on product labels should be followed closely.

Soil: Soil can be visible, such as dust, or invisible, such as infection and odors. Soil is, but is not limited to, dust, stains, grease, smudges, streaks, spills, lint, odors, or agents injurious to health.

Suitable: Appropriate to a purpose, use or situation.

Walk off Mats: All-weather, all-purpose wiper/absorbent mats. Carpet surface is bonded to a stain-resistant, slip-resistant base. Mats dry quickly and retain color. Tweed pattern conceals dirt.

APPENDIX E GENERAL CONTRACT TERMS AND CONDITIONS

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IFIB-ACT-SACT-21-29 Custodial Services

1. **Definitions.** As used throughout this contract, the following terms shall have meanings as set forth below:
 - a. "HQ SACT" means the Supreme Headquarters Allied Command Transformation, located at 7857, Blandy Road, Suite 100, Norfolk, Virginia, United States of America.
 - b. Contracting Officer means the person executing and managing this contract on behalf of HQ SACT.
 - c. Inspector means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
 - d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".
 - e. The term "days" shall be interpreted as meaning calendar days
2. **Applicable Law.** Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed with the laws of the commonwealth of Virginia of the United States of America.
3. **Assignment.** This agreement is not assignable by the Contractor either in whole or in part unless agreed in writing by HQ SACT Contracting Officer in accordance with;
 - a. Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer
 - b. Sub-contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
 - c. The Contractor shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.
4. **Acceptance**
 - a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract.
 - b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which HQ SACT acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
 - Availability at final destination of all deliverables.
 - Successful completion of acceptance testing.
 - Verification of the inventory.
 - Satisfactory completion of all training or other services, if any, required by that date.
 - Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.
 - c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the 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.
5. **Service and Parts Availability.** Unless 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.

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6. Preferred Customer

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

7. Notice of Shipment

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. The following information shall be included in such notification:
 - (1) Contract Number
 - (2) Shipping address
From: (Name and complete address of consignor)
To: (Name and complete address of consignee)
 - (3) Listing of supplies by Contract Items(s)
 - (4) Number of and marking on packages(s)
 - (5) Weight and dimensions of packages(s)
 - (6) Name and address of Carrier, mode and date of shipment with waybill number
 - (7) Customs documents required by Contractor (if applicable).

8. Security

- a. The Contractor shall comply with all security requirements prescribed by HQ SACT and the National Security Authority or designated security agency of each NATO country in which the contract is performed.
- b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.
- c. Any known or suspected breaches of security or other matters of security significance shall be reported by the Contractor to the Contracting Officer and to the National Security Authority or designated security agency.
- d. The Contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information. The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract

9. Inspection

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ SACT, to the extent practicable at all times and places including the period of manufacture, and in any event prior to

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acceptance.

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

- d. If any inspection or test is made by HQ SACT on the premises of the Contractor or sub-contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to inspectors in the performance of their duties.

If HQ SACT inspection or test is made at a point other than the premises of the Contractor or a sub-contractor, it shall be at the expense of HQ SACT except as otherwise provided in this contract. In case of rejection HQ SACT shall not be liable for any reduction in value of samples used in connection with such inspection or test. HQ SACT reserves the right to charge to the Contractor any additional cost of HQ SACT 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 HQ SACT therefore.

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

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

- 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:

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

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

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

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

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- d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.
- e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per paragraph c to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".
- f. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location.
- g. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
- h. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
- i. The word "supplies" as used herein includes related services.
- j. The rights and remedies of HQ SACT provided in this clause are in addition to and do not limit any rights afforded to HQ SACT by any other clause of the contract.

12. Invoices

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

HQ SACT

Accounts Payable

7857 Blandy Road, Suite 100, SR-82

Norfolk, VA 23551-2490

- b. Electronic Fund Transfer is the prescribed method of payment for HQ SACT. Contractors are requested to submit copies of banking information available at

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(<http://www.act.nato.int/forms-contractor-travel>). Such information shall be submitted to HQ SACT upon contract award.

13. **Payment.** Payment shall be made for items accepted by HQ SACT that have been delivered to the delivery destinations set forth in this contract. Payments under this contract may be made by HQ SACT by electronic funds transfer payments or (check in exceptional cases) and shall submit this designation to the contracting officer as directed. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by HQ SACT thirty (30) days prior to the date such change is to become effective. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by HQ SACT, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
14. **Taxes.** The contract excludes all applicable Federal, State, and local taxes and duties. HQ SACT is a tax-exempt organization.
15. **Excusable Delays.** The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of HQ SACT in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
16. **Indemnity.** The contractor shall indemnify HQ SACT and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of or inducement to infringe, any United States or foreign patent, trademark, copyright, or other intellectual property right, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
17. **Disputes.** Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this contract which is not disposed of by agreement shall be decided by the HQ SACT Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of HQ SACT shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to HQ SACT a written appeal. In connection with any appeal of HQ SACT decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. HQ SACT FC decision is final.
18. **Termination for Convenience.** HQ SACT reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable

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charges the Contractor can demonstrate to the satisfaction of HQ SACT using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give SACT any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

19. Termination for Default

- a. HQ SACT may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event HQ SACT terminates this contract in whole or in part as provided in paragraph a. of this clause, HQ SACT may procure supplies or services similar to those so terminated and the Contractor shall be liable to HQ SACT for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If this contract is terminated as provided in paragraph a. of this clause, 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 extent directed by the Contracting Officer:
 - (1) Any completed supplies and
 - (2) Such partially completed supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which HQ SACT has an interest. Payment for completed supplies delivered to and accepted by HQ SACT shall be at the contract price. Payment for manufacturing materials delivered to and

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accepted by HQ SACT and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". HQ SACT 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 HQ SACT against loss because of outstanding liens or claims of former lien holders.

- e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HQ SACT, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of HQ SACT the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
 - f. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.
- 20. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to HQ SACT for consequential damages resulting from any defects or deficiencies in accepted items
 - 21. **Export Control.** Contractor warrants that, if applicable all necessary technical assistance agreements, export control or other associated arrangements shall be valid prior to contract award.
 - 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.
 - 23. **Authorization to Perform.** The Contractor warrants that he and his sub-contractors have been duly authorized to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labor standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon HQ SACT.
 - 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 contract period of performance. Contracts' with performance periods having less than 180 days in totality shall require contractors to serve a minimum of 50% of estimated performance period. Should a candidate vacate the contract in less time than described, HQ SACT reserves the right to cancel the contract in whole or part.

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Replacement candidates, if acceptable to HQ SACT, shall be reviewed by HQ SACT for compliance, and, or technical acceptance per the original Statement of Work and final acceptance by HQ SACT Contracting Officer.

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

Once contractor travel has been established under a contract and a contractor is tasked to travel, the HQ SACT Contractor Travel Request form must be filled out and approved prior to any travel being conducted. This form may be found at:

<http://www.act.nato.int/forms-contractor-travel>

The in-house Travel Agency will set the Transport Ceiling Cost and at that time the contractor may elect to book their transportation with the in-house travel agency.

(Please refer to Clause Number 7 above).

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

Per Diem is based on the NATO Group One subsistence allowance, which covers meals, lodging, incidental expenses and any applicable overhead and/or fees. Per Diem Reimbursement will only be made at these rate amounts. NATO Group III daily subsistence allowances are posted on HQ SACT website at:

<http://www.act.nato.int/forms-contractor-travel>

26. **Proposed Candidates.** No proposals shall be accepted or considered for candidates already assigned to an existing contract with HQ SACT, without the prior permission of the Contracting Officer.
27. **Partial awards** will be allowed when determined in the best interests of NATO. The Contracting Awards Board and the Contracting Officer, when deemed prudent and necessary have the authority to make this determination. Partial bidding shall be consistent with released solicitation.
28. **Competition.** HQ SACT reserves the right to engage in Full and Open Competition after exclusion of sources.
29. **Contractor Notice Regarding Delay.** In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by HQ SACT of any delivery schedule or date, or of any rights or remedies provided by law or under this contract.
30. **Notice and Assistance regarding Patent and Copyright Infringement**
- 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.
 - 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

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SACT.

- c. This clause shall be included in all sub-contracts.
- 31. **Health, Safety and Accident Prevention.** If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this contract, with safety and health rules and requirements prescribed on the date of this contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.
- 32. **Patent Indemnity.** If the amount of this contract is in excess of \$1,000,000 , the Contractor shall indemnify 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 defense thereof; and further, such indemnity shall not apply to:
 - a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
 - b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
 - c. A claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.
- 33. **Rights in Technical Data and Computer Software**
 - a. HQ SACT shall have unlimited rights in:
 - (1) All technical data and computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this contract.
 - (2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this contract for implementation management, installation, operation, maintenance and training purposes.
 - b. Technical data and software delivered under this contract shall be marked with the number of this contract, name of Contractor and the rights transferred to HQ SACT.
- 34. **Software Releases and Updates**
 - a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
 - b. The Contractor shall for a duration of minimum five (5) years after acceptance and upon their availability, offer to 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.
- 35. **Inconsistency between English Version and Translation of Contract.** In the event of inconsistency between any terms of this contract and any translation thereof into

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- another language, the English language meaning shall control.
36. **Contract Effective Date (CED).** The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.
37. **Enforcement.** Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects if such invalid or unenforceable provisions were omitted.
38. **Order of Precedence.** Any inconsistencies in the solicitation or contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other HQ SACT documents, exhibits and attachments; (6) addenda to this solicitation or contract, including any license agreements for computer software, or other Contract agreements.
39. **Entire Agreement.** This contract sets for the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter.
HQ SACT shall not be bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this contract that is submitted by Contractor in any correspondence or any document unless HQ SACT specifically agrees to such provision in a written instrument signed by an authorized representative of HQ SACT.

PROPOSAL CONTENT / CHECKLIST

- ☐ Bidder`s Company Name, Address, POC, Contact numbers, email address.
- ☐ Compliance Statement.
- ☐ Past performance (including References).
- ☐ List of Key personnel.
- ☐ Technical Proposal.
- ☐ Price Proposal. (Do not include price proposal in electronic PDF submission package.)
- ☐ Mailing label.

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Enclosure 3

Address Label

(The label below is to be completed by the bidder and affixed to the exterior envelope; parcel or package mailed or deliver to ACT)

SEALED BID TO IFIB-ACT-SACT-21-29 (To be opened by Contract Awards Committee (CAC) Only)

Sender: _____

**HQ SACT
IFIB-ACT-SACT-21-29**

**Attn: LCDR Brandon Stewart
7857 Blandy Road, Suite 100,
Norfolk, VA 23551-2490
U.S.A**

Enclosure 4

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-21-29

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-21-29. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-21-29, and the intended contract with the following exception(s); such exemptions are considered non substantial to the HQ SACT solicitation provisions issued.

Clause

Description of Minor Deviation.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

(If applicable, add another page.)

Company: _____

Signature: _____

Name & Title: _____

Date: _____

Company Bid Reference: _____

Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The bidder may offer variations in specific

implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non substantial deviations may be accepted. Substantial changes shall be considered non responsive.

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Enclosure 5

PAST PERFORMANCE INFORMATION FORM

PAST PERFORMANCE DATA

(a) Contracting Agency: _____

(b) Contract No: _____

(c) **Type of Contract (Firm Fixed Price, IDIQ, Requirements):**

(d) Title of Contract:

(e) Description of Work Performance and Relevance to Current Acquisition (Type of facility, capacity, estimated patronage, summary of staff used):

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(f) **Contract Dollar Amount:**

(g) **Period of Performance:**

(h) **Name, Address, Fax and Telephone No. of Reference:**

(i) Indicate Whether Reference Acted as Prime or Sub-contractor:

(j) Comments regarding compliance with contract terms and conditions:

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

IFIB-ACT-SACT-21-29 Custodial Services

(k) Complete Contact Information for client:

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

Name/Signature of Authorized Company Official

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IFIB-ACT-SACT-21-29 SEALED BID PRICE PROPOSAL

COMPANY NAME: **ABC, Inc**
ADDRESS: **Street,**
City, Post code

TO: Chairman of Supreme Allied Commander Transformation, (HQ SACT)
Contracts Award Committee.
ATTN: LCDR Brandon
Stewart
7857 Blandy Road, Suite 100
Norfolk, VA 23551

Proposed hourly rates must be fully “loaded” [G&A, O/H etc.], however they must not include per diem (meals & lodging) and travel. Travel (and related expenses) will not be covered under this contract, but handled separately in accordance with the ACT Financial Manual, Section 24 “Contractor Travel” With 200 surge hours, we may request off-site cleaning services for HQ SACT functions within the greater Hampton Roads area.

SUBJECT: IFIB-ACT-SACT-21-29 Sealed Bid Price Proposal

Please find on behalf of **Insert: Company Name** to provide HQ SACT with services (collectively referred as “ITEMS”), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-21-29 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

IFIB-ACT-SACT-21-29 Custodial Services

Labor category	Base Year 01 Jan 2022 – 31 Dec 2022	OPTION Period One 01 Jan 2023 – 31 Dec 2023	OPTION Period Two 01 Jan 2024 – 31 Dec 2024	OPTION Period Three 01 Jan 2025 – 31 Dec 2025	OPTION Period Four 01 Jan 2026 – 31 Dec 2026
Monthly custodial services outlined in the SOO Appendix A and B performed at locations listed in Appendix C (with exception of additional set up and clean up services).	Monthly Rate \$	Monthly Rate \$	Monthly Rate \$	Monthly Rate \$	Monthly Rate \$
Additional set up & clean-up for special events (surge work), (EST 200 hours).	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$

Grand Total Contract Price \$_____

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

Authorizing Company Official:

Printed Name: _____

Position: _____

Title: _____

Authorizing Company (Signature): _____, Date: _____.

Company name Witness Official:

Printed Name: _____

Position: _____

Title: _____

Witness Signature: _____, Date _____

Annex A

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IFIB-ACT-SACT-21-29 Custodial Services

TECHNICAL EVALUATION MATRIX

Contractor's technical proposals will be assessed on the qualifications of the individuals proposed to perform the work and compliance with mandatory requirements of the SOO. Proposals will be measured to determine compliance in each of the areas below. The proposed Contractor should specifically reference in the Annex the page/paragraph within the corresponding proposal where verification of compliance can be located. Compliance determination is at the sole discretion of HQ SACT's Contracts Awards Committee.

Bidder's Technical Score _____ x **70** + Lowest Price _____ x **30** = _____ (Total Score out of 100)
Total Possible Score _____ Bidder's Price _____

Num	Criteria	Assessment	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
A1	Contractor certifies all personnel provided will have a minimum of 1 year experience in janitorial/cleaning services.	Yes/No	
A2	Contractor certifies all personnel provided will have experience with or the ability to work for and in the vicinity of Flag Officer level personnel to include foreign dignitaries.	Yes/No	
A3	Contractor certifies that all personnel will be given a Multi-National Background Check (vetted via multiple Federal/State Law Enforcement Authorities/Agencies) and a Local Law Enforcement Check prior to assignment at HQ SACT.	Yes/No	
A4	Proposed on-site supervisor holds a minimum of NATO or National SECRET Security Clearance. If no, contractor will be deemed technically non-compliant.	Yes/No	

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IFIB-ACT-SACT-21-29 Custodial Services

Num	Criteria	Assessment	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
A5	Proposed on-site supervisor has three (3) years' experience (within last Five (5) years) as on-site supervisor or project manager for similar cleaning contract or effort directly relevant to this contract requirement, in size, value, scope and complexity in addition to all requirements above.	_____/9 0-9 Grading Scale	
A6	The Contractor shall submit a staffing chart which includes a summary of hours, staffing positions with staff names and functional responsibilities.	_____/14 0-14 Grading Scale	
A7	Contractor meets 4 past performance criteria.	_____/28 0-28 Grading Scale	
A8	Contractor has sufficient quality control program to ensure custodial services are performed in accordance with commonly accepted commercial practices and daily problem detection, inspection and resolution.	_____/14 0-14 Grading Scale	
A9	Contractor set forth a Management Plan to show its expertise by fully detailing how they will ensure that the cleanliness and custodial upkeep of the facilities to meet or exceed the requirements described in Appendix A and B and will be binding upon the Contractor and HQ SACT.	_____/35 0-35 Grading Scale	

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