

IFIB-ACT-SACT-22-123

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

Description of Acquisition

Part 1 Bidding Instructions

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Amendment #1

(All changes in red text)

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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PART 1 BIDDING INSTRUCTIONS

1. General

This is a Firm Fixed Price Level of Effort contract in accordance the General and Special Terms and Conditions; **Contract Award is contingent upon funding availability; Partial bidding is not allowed.**

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 in the United States of America, at the time of bidding.
- (c) Has performed the desired past performance including size, cost and scope,

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as described in this IFIB.

5. Duration of Contract

- (a) The contract awarded shall be effective upon date of award.
- (b) Period of Performance: Base Period is 1 January 2023 – 31 December 2023 with four possible 12 month option periods; 1 January – 31 December 2024, 1 January – 31 December 2025, 1 January – 31 December 2026, 1 January – 31 December 2027.

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) In lieu of a bidder's conference, HQ SACT invites bidders to submit technical questions not later than **1 November 2022**.
- (c) Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link: <http://www.act.nato.int/contracting> as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

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9. Bid closing date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **28 November 2022, 0900 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 2 separate single PDF documents (Technical/Price) sent via e-mail as per the instructions. No hard copy proposals are required or will be accepted. E-mailed PDF documents shall be received no later than **28 November 2022, 0900 hours, Eastern Standard Time, Norfolk, Virginia, USA**.

A table of contents for the entire proposal (Checklist provided as Enclosure #1), with:

- (a) The bidder's full name address, Point of Contacts, Telephone, Fax number and Internet site;
- (b) Compliance statement;
- (c) Provision of financial and technical volumes
- (d) Annex A
- (e) Past performance

12. Proposal Submission

- (a) Proposals shall be submitted in two separately e-mailed packages, one containing a single PDF document of the Technical volume and one containing a single PDF document of the Price volume. Multiple files that must be pieced together to form the technical proposal will be rejected. The e-mail subject and PDF files shall be clearly marked with the IFIB Solicitation reference number and indicate if it is the Technical or Price Volume.
- (b) Proposal packages must be received by the HQ SACT identified Contracting Officers prior to the 0900 deadline. Delays in receipt due to server processes either at the contractor's facility, HQ SACT or both do not constitute an

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- acceptable delay to the deadline. Contractors should ensure there is sufficient time to transmit proposals and confirm receipt prior to the established deadline.
- (c) Price proposals shall be in U.S. Dollar currency. Contractor may request payment post award in alternate currency based on NATO published conversion rate for applicable year. Prices shall be on a Firm Fixed Price Basis and include any relevant discount schedule.
 - (d) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission at www.act.nato.int/contracting.
 - (e) No oral bids or oral modifications or telephonic bids shall be considered.
 - (f) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

13. Late Proposals

- (a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches 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) Due to the highly technical nature of this requirement, HQ SACT reserves the

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right conduct pre-award discussions with proposed key personnel to accurately assess identified technical competencies. Discussions will be limited to scope of this IFIB and the evaluation criteria identified in Annex A.

(c) Proposals shall be evaluated and awarded based on best overall value to NATO. The following factors are considerations;

- Successful administrative submission of bid packages and requested documents.
- Compliance with mandatory criteria identified on Annex A (Compliant / Non-Compliant)
- Technical factors / pricing factors rated the following: Technical / Price = 70/30.
- Acceptance of HQ SACT General and Special Terms and Conditions.
- Proposals offering a core services provider arrangement including provision of all labour categories with well-qualified key personnel will be considered with priority. Only if a single core services provider solution is unavailable will bids be considered for split award.

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 non-compliance.

17. Award

HQ SACT intends to award a firm fixed price contract(s) to the Offeror(s) whose proposal(s) represents the best overall value to NATO. Partial Awards are **not** authorized. ~~but shall only be considered if a single provider solution cannot be achieved.~~ HQ SACT will collect information from references provided by the Offeror in regard to its past performance. Contractors must provide authorization to contact references. HQ SACT reserves the right to negotiate minor deviations to the listed General and Special Terms and Conditions to this IFIB.

18. Communications

All communication related to this IFIB, between a prospective bidder and HQ SACT shall 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. Organizational Conflict of Interest

Organizational conflicts of interest may occur when factors create an actual or potential

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conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.

Contractors must implement a program to monitor, detect, and mitigate/remediate organizational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once organizational conflicts of interest are identified, the primary burden of detecting, identifying and disclosing organizational conflicts of interest to the contracting officer and proposing suitable mitigation or remediation measures falls on the contractor.

The two underlying principles regarding organizational conflicts of interest are: Preventing the existence of conflicting roles that might bias a contractor's judgment; and Preventing unfair competitive advantage.

An unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses:

Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorization; or

Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract. Contracting officers and potential bidders shall analyze planned acquisitions in order to:

Identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible; and

Avoid, neutralize, or mitigate significant potential conflicts before contract award, where possible, or post award when the organizational conflict of interest is not revealed prior to award.

The contracting officer shall award the contract to the apparent successful offeror unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond. If the contracting officer finds that it is in the best interest of NATO to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the organizational conflict of interest to the Financial Controller. The waiver request and decision shall be included in the contract file.

Obligations of the Parties.

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When a Contractor or Prospective Contractor becomes aware of the existence or potential for an organizational conflict of interest, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an organizational conflict of interest when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential organizational conflict of interest.

If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

20. Point of Contact Information For Submission:

techproposal@act.nato.int – Technical Proposal Submission

priceproposal@act.nato.int – Price Proposal Submission

21. Point of Contact is:

LCDR Brandon Stewart, ACT Contracting Officer 757-747-3977;

Brandon.Stewart@act.nato.int

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

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Enclosure 1 (Proposal Content / Checklist)

PROPOSAL CONTENT / CHECKLIST

Table of Contents

- Bidder's name, address, POC, Contact numbers, email address.
- Compliance Statement.
- Past Performance (including References).
- List of Key Personnel.
- Technical Proposal.
- Price Proposal.

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ENCLOSURE 2

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-22-123

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-22-123. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-22-123 and the intended contract with the following exception(s); such exemptions are considered non-substantial to the HQ SACT solicitation provisions issued.

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

page) Company: _____ Signature: _____

Name & Title: _____ Date: _____

Company Bid Reference: _____

Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the 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

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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 3

PAST PERFORMANCE INFORMATION FORM

- (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):
- (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:
- (k) Complete Contact Information for client:
- (l) Permission to contact client for reference:

Yes/ NoName/Signature of Authorized

Company Official

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Enclosure 4

IFIB-ACT-SACT-22-123 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

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: _____

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Enclosure 5 (Mandatory Price Proposal Format)

SEALED BID PRICE PROPOSAL

Please find on behalf of **(Company Name)** to provide HQ SACT with services (collectively referred as "ITEMS"), subject to the provisions, terms and conditions stated in IFIB ACT-SACT-22-123 and the **(Company Name)** Technical proposal", submitted in accordance with solicitation provisions.

Service Area	Base Period 01Jan2023–	Option Period 1 01Jan2024 –31Dec2024	Option Period 2 01Jan2025 –31Dec2025
HQ SACT	Hourly Rate: (1800 hours)	Hourly Rate: (1800 hours)	Hourly Rate: (1800 hours)
ETEE FS Cap Dev Contractor	\$	\$	\$

Service Area	Option Period 3 01Jan2026 –	Option Period 4 01Jan2027–31Dec2027
HQ SACT	Hourly Rate: (1800 hours)	Hourly Rate: (1800 hours)
ETEE FS Cap Dev Contractor	\$	\$

Total Contract Value (Base + Option Periods) \$ _____

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 _____

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NOTE: Proposed 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.

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Enclosure 6 (Statement of Work)

STATEMENT OF WORK (SOW)

1. INTRODUCTION

Allied Command Transformation (ACT) is NATO's leading agent for change: driving, facilitating, and advocating the continuous improvement of Alliance capabilities to maintain and enhance the military relevance and effectiveness of the Alliance. The main objectives of ACT are:

- Providing appropriate support to NATO missions and operations;
- Leading NATO transformation and warfare development; and
- Improving relationships, interaction and practical cooperation with partners, nations and international organisations.

ACT therefore leads Alliance concept development, capability development, education and training (E&T), lessons learned (LL) initiatives and provides unfettered military support to policy development within NATO.

On behalf of SACT, **DCOS Joint Force Development (JFD)** is responsible for the direction and coordination of education and individual training (E&IT) and the management of warfare development activities within collective training and exercises (CT&E). Responsibilities include:

- Direction and coordination of E&IT within ACT and ACO and in support of NATO HQ,
- Management of warfare development activities within CT&E supporting SACEUR and NATO HQ,
- Acting as the principal advisor to SACT on all subjects related to NATO Education, Training, Exercises and Evaluations (ETEE),
- Coordination of Partner and non-NATO E&IT,
- Development and maintenance of concepts and doctrines related to NATO E&IT,
- Integration of concepts and doctrine into E&T,
- Maintaining relationships with NATO and other Education and Training Facilities ((N)ETFs), Centres of Excellence (COEs) and Partner Training and Education Centres (PTECs),

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- Monitoring technological trends in NATO E&T with regard to transformational relevance, and
- Initiating transformational activities based on E&T analysis.

2. BACKGROUND AND SCOPE OF WORK

The scope of work for the development and implementation of the JFD ETEE capability programme will include requirement elicitation in collaboration with stakeholders, the full spectrum of programme and project management as stipulated in the NATO governance model for delivery of common funded capabilities. This includes support to architecture development, a holistic lifecycle management, capability acceptance and the management of ongoing capability development efforts.

The main output is the delivery of programme management products in accordance with the NATO governance model for the delivery of common funded capabilities. This includes programme management plans, products to address information requirements at the governance level, and plans to enhance ETEE capabilities in an incremental approach, based on the results of elicited requirements and coordination with the broad array of E&T stakeholders in the NATO Command Structure (NCS), NATO Force Structure (NFS) and NATO and other ETFs, COEs and PTECs.

3. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

a. TYPE OF CONTRACT

Firm Fixed Price Services Contract in accordance with the General and Special Terms and Conditions: as such it is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work. All employer responsibilities for the Contractor personnel performing under this Contract shall lie with the Contractor.

b. PERIOD OF PERFORMANCE

Base period of 01 JAN 2023 - 31 DEC 2023. With four (4) options, Option Period One: 01 JAN 2024 - 31 DEC 2024; Option Period Two: 01 JAN 2025 - 31 Dec 2025; Option Period Three: 01 JAN 2026 - 31 Dec 2026; Option Period Four: 01 JAN 2027 - 31 Dec 2027.

Option periods shall be exercised at the sole discretion of the HQ SACT Contracting Officer, based on satisfactory work performance, available funding, and on-going/evolving requirements.

4. LEVEL OF EFFORT

HQ SACT is seeking one (1) contractor for ETEE Functional Service Capability Development and Management, with a workforce-year per annum of 1800 hours of service. Workforce-hours are further defined in ~~para. 1 (a) of the Special General~~ Terms and Conditions.

5. SURGE CAPABILITY

~~The rate for surge effort shall not exceed the base/option year rate. A surge capability requirement is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in contractor personnel or additional effort from existing personnel (to meet new requirements within the scope of the existing Statement of Work). The Contractor Company shall be prepared to provide support services described above. The contractor shall be prepared to evaluate requirements and submit a price proposal for any new requirement for consideration by HQ SACT but not limited to the related areas above. Surge proposals will be evaluated by the Contracting Officer for fair and reasonable pricing and should be developed based upon the same pricing structure as the original contract proposal. Surge efforts will be incorporated by formal contract modification. Requests for pricing do not constitute any commitment by HQ SACT to contract for additional work; contractor will not be reimbursed costs for preparing price proposals for consideration.~~

A surge capability requirement is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in contractor support (LOE or Deliverable) to meet new requirements within the scope of the existing Statement of Work. The Supplier shall be prepared to provide support services per labour category described above. The contractor shall be prepared to evaluate requirements and submit a price proposal for any new in scope requirement for consideration by HQ SACT. Surge proposals will be evaluated by the Contracting Officer for fair and reasonable pricing and should be developed based upon the same pricing structure as the original contract proposal. The rate for surge effort shall not exceed the base/option year rate. Surge requirements will be incorporated by formal contract modification. Requests for pricing are made on a non-committal basis and do not constitute a formal commitment by HQ SACT to contract for additional work; supplier will not be reimbursed costs for preparing price proposals or other related expenses in response to a surge request. HQ SACT surge efforts will not exceed 80% of the annual contract value or 80% of the cumulative contract value. Requests to surge from other organisations outside of HQ SACT are not counted against the HQ SACT when calculating the surge tolerances.

6. PLACE OF PERFORMANCE

The primary place of performance is HQ SACT, 7857 Blandy Road, Suite 100, Norfolk, Virginia. While the Contractor is expected to perform the majority of the required work in Norfolk, Virginia, USA, temporary work at alternate locations may be required as specified by the Contracting Officer's Technical Representative (COTR). It is anticipated that the contractor will travel 5 – 6 times per year to various destinations in Europe in support of this contract for durations of up to 10 days.

7. PARTIAL BIDDING

This SOW includes one contractor; partial bidding is not applicable.

8. REQUIREMENT

a. Tasking

- Employ programme and project management principles and practices in the direction of the ETEE capability programme in a transparent manner, through a

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lifecycle capability approach in accordance with the NATO governance model for the delivery of common funded capabilities.

- Collaborate with internal and external stakeholders at all levels, to include other JFD staff, ACT Capability Development staff, ACT subordinate command staffs, ACO and NATO HQ International Staffs, (N)ETF staffs, and National and international military and civilian organizations, including Non-NATO ETFs, COEs, PTECs and academia.
- Coordinate with ACT Programme Directors and the Programme Management Office (PMO) to ensure dependencies between programmes are understood and taken into consideration.

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- Maintain close working relationships with Programme Directors and the PMO and to ensure coherent delivery of capabilities.
- Coordinate the activities of Requirements Development and Management Teams, to include:
 - Elicitation, capture, definition, development, evaluation and prioritisation, across all Doctrine, Organization, Training, Material, Leadership, Personnel, Facilities and Interoperability (DOTMLPFI) lines of development, of high and low-level requirements (such as operational requirements, capability requirements, C3 compliance requirements, security compliance requirements, interoperability requirements, etc.).
 - Architecture design activities to ensure completeness, consistency and clarity of requirements related work.
 - Creation and maintenance of traceability for capability requirements.
 - Change and configuration management of the requirements across the capability lifecycle.
- Coordinate the development, review and analysis of concepts of operation, courses of action and alternatives.
- Lead the development of capability programme management products, to include Capability Management Framework (CMF) coordination, in accordance with the NATO governance model for the delivery of common funded capabilities across all DOTMLPFI lines of development in a through life cycle approach.
- Coordinate the development of Capability Implementation Plans (CIPs), in the context of the ACT-led effort to deliver a holistic approach toward capability development, based on identified requirements.
- Coordinate the development of recommended courses of action to resolve issues relating to capability development.
- Support the ETEE FS Capability Monitor (JFD Portfolio Resource Manager) in coordinating and administering Capability Programme Resource/Budget Plans and related products.
- Contribute and participate in the development of policies, directives and process refinement related to capability programmes.
- Ensure that, in co-ordination with other internal and external stakeholders, all necessary data is kept up to date in the management information systems to support the management and monitoring of programmes throughout their life cycle.

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- Support the interaction with NATO Agencies in context of Programme implementation and validation of capabilities.
- Support regular programme reviews with Capability Monitors, Programme Directors, Project Managers and the PMO.
- Provide technical guidance and mentoring to other JFD Programme Directors and Project Managers with respect to ETEE FS Capability Development.
- Support Operational Authorities (OAs) in the collection, consolidation, validation, management and prioritisation of requirements and change proposals in support of JFD capability programmes.
- Identify Lessons and contribute to their Learning within the organization.
- Represent HQ SACT JFD at applicable meetings, conferences and workshops as required.
- Organise and participate in workshops, seminars, conferences and meetings relevant to capability programme development.
- Perform additional tasks as required by the COTR.

b. Mandatory Qualifications

- Nationality of one of the NATO member countries.
- A Bachelor's University degree.
- Demonstrated experience in Programme/Project Management experience in the past ten (10) years within a complex and dynamic environment.
- Demonstrated experience in the past ten (10) years in the field of capability development processes related to national/NATO military programme development and/or acquisition phases.
- Demonstrated experience in the past ten (10) years in the field of requirements engineering, to include elicitation, capture, definition, development, prioritisation and management.
- Experience with the NATO Common Funded Capability Delivery Governance Model for capability development.
- Experience working in a multinational organization or NCS / NFS and familiarity with NATO agencies' role in capability development and implementation.
- NATO Secret Security Clearance or national equivalent.

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- Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP) 4444 - Listening, Speaking, Reading and Writing) or equivalent.
- Demonstrated proficiency in the use of the Microsoft Office Tool suite and collaborative software.

c. Desired Qualifications

- Experience in ETEE Functional Services Capability Development.
- Experience in national/NATO Education and Training.

9. PROOF OF PAST PERFORMANCE

The Contractor is to provide a minimum of one (1) past performance citation (for work within the past ten years) to show that work has been successfully completed which is similar to the requirements outlined in this SOW. References may be submitted in lieu of past performance citations. The citations/references shall include the following information at a minimum:

- Summary of work performed showing that is similar to or directly relates to this SOW in size, scope and value;
- Status of work (i.e. on-going, complete);
- Date of work performance;
- Name of client/reference;
- Complete contact information for client/reference; and
- Permission to contact client for reference.

10. CONTRACTOR TECHNICAL EVALUATION / CONTRACTOR SUPERVISION

Contractor personnel shall report to and receive technical guidance from the COTR while executing this SOW. The COTR can recommend to the Contracting Officer (who has final authority) that the contract/SOW be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance. The COTR shall provide direction, guidance, access to subject matter experts (SMEs) and support information, as needed (within scope). The COTR shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW;
- Review (and approve) all contractor tasking and deliverables for completeness and accuracy.

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The COTR shall review the Contractor's work at regular intervals as required. The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor invoices to be successfully processed.

11. CONTRACT REPORTING

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

- Summary of work (by contractor position) for tasking and deliverables for the reporting period;
- Contract hours expended showing a comparison with budgeted hours; and
- Current or anticipated problems/deficiencies and recommended solution.

The COTR may amend the reporting requirements to receive alternate and/or additional data and information on a more frequent or less frequent basis, and may request other reports that detail designated aspects of the work or methods to remedy problems and deficiencies. The Contracting Officer shall receive a minimum of a monthly report, regardless of COTR changes. However, note that the report is NOT a deliverable subject to acceptance. The Contractor is expected to work closely with ACT personnel, ACO staff, the user community and SMEs. Consequently, the Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how problem shall be corrected and any impact to on-going work.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

Specific information to IPR is articulated in the General Terms and Conditions that support this contract (see Annex C, esp. clauses #32 and #33).

13. RELEASABILITY

NATO nations have regulations and laws applying to the export of defence related goods by domestic commercial sources to outside entities (such as NATO). The products or services under this SOW will need to be releasable to entities identified under the statements made with regard to both the IPR and any applicable export control laws (see paragraph Export Control below and Annex C, esp. clause #21).

14. WORKING MATERIALS

For on-site work, HQ SACT shall provide all necessary working space, office furniture, telephones, computers, software, peripherals, support equipment, office supplies, classified/unclassified storage space, and access to unclassified and classified NATO wide area networks (WAN), granted on an as needed basis to individuals with appropriate security clearances, and the Internet for work to be performed at all NATO sites. Contractor personnel are not authorized to make any permanent/semi-permanent physical

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modifications to the site facilities. Contractors shall have full access to the Microsoft Office Suite and other software products will be considered on a case by case basis.

15. SECURITY

a. PERSONNEL CLEARANCES

Contractor personnel shall be responsible for obtaining all needed security clearances prior to starting work at HQ SACT. The Contractor shall have a minimum of a SECRET security clearance as issued by NATO or the respective national Department of Defence (DOD). No clearance or waiver to this requirement shall be granted, and no Contractor shall be assigned without having the needed clearance in place. If the Contractor Company cannot assign personnel with the required SECRET security clearance on the start date, the company shall be liable for bid non-compliance or immediate contract termination. The Contractor Company must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The Contractor Company is fully responsible for arranging all work visas.

b. SECURITY CONDITIONS

The Contractors must adhere to current security conditions at HQ SACT and other work sites such as SHAPE. Contractor personnel shall comply with all local host nation and NATO security provisions and other policies and procedures, as required. The possible security classification of the deliverables under this contract may range from not classified through NATO Secret.

c. BUILDING / INSTALLATION ACCESS

The Contractors are fully responsible for ensuring that they have all needed vehicle passes and decals, and individual access badges and documents for appropriate access to the HQ SACT. In the first instance, the Contractor Company shall submit requests for site access to HQ SACT (Attention Security Office), 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.

d. ELECTRONIC DEVICES

All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices (e.g., laptops, cell phones) in 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.

e. EXPORT CONTROL

NATO nations have regulations and laws applying to the export of defence related goods and services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations, NATO is considered a foreign entity. The following requirements of this SOW are provided in order to allow the bidder/contractor the opportunity to assess the applicability of their pertinent national laws and regulations

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and take action, as required, Ref.: Part One A, Special Terms & Conditions. The services provided under this SOW generically support requirements generation activities. The services will be rendered at a maximum in the following locations: NATO member nations and future NATO member nations. Persons exposed to the services performed under this SOW will be nationals of NATO member nations working for NATO nation governments.

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Annex A (Technical proposal Assessment) to Enclosure 6 (Statement of Work)

TECHNICAL PROPOSAL ASSESSMENT

Contractor’s technical proposals will be assessed on the qualifications of the individuals proposed to perform the work. Individuals’ résumés will be measured against each of the criteria specified below in order to ascertain whether the individuals have adequately demonstrated that they possess the required qualifications. HQ SACT reserves the right to conduct interview of nominated candidate(s). Examples of how detailed knowledge levels were attained are expected. Ultimately Contractor companies shall clearly demonstrate by providing unequivocal reference to where candidates meet the criteria set forth in this solicitation.

The bids will be evaluated against the following criteria:

CONTRACTOR SUPPORT TO JOINT FORCE DEVELOPMENT (JFD) ETEE CAPABILITY PROGRAMME DEVELOPMENT AND MANAGEMENT				
Requirement		Compliant	Best Value Score	Bidders Statement of compliance – (Bidder shall specifically reference the information within the proposal [page/para] that demonstrates compliance with the criteria
R1	Nationality of one of the NATO member countries.	Y/N	N/A	
R2	A Bachelor’s University degree.	N/A	Yes = 3 No = 0 *Zero is still considered compliant.	
R3	Demonstrated experience in Programme/Project Management experience in the past ten (10) years within a complex and dynamic environment.	N/A	0-10 *Based off interpretation of CAC board.	
R4	Demonstrated experience in the past ten (10) years in the field of capability development processes related to national/NATO military programme development and/or acquisition phases.	N/A	0-20 *Based off interpretation of CAC board.	
R5	Demonstrated experience in the past ten (10) years in the field of requirements engineering, to include elicitation, capture, definition, development, prioritisation and management.	N/A	0-20 *Based off interpretation of CAC board.	

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R6	Experience with the NATO Common Funded Capability Delivery Governance Model for capability development or national equivalent.	N/A	NATO = 0-15 National = 0-10 *Based off interpretation of CAC board.	
R7	Experience working in a multinational organization or NATO Command Structure (NCS) / NATO Force Structure (NFS) and familiarity with NATO agencies' role in capability development and implementation.	N/A	0-10 *Based off interpretation of CAC board.	
R8	NATO Secret Security Clearance or national equivalent.	Y/N	N/A	
R9	Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP) 4444 - Listening, Speaking, Reading and Writing) or equivalent.	Y/N	N/A	
R10	Demonstrated proficiency in the use of the Microsoft Office Tool suite and collaborative software.	N/A	0-2 * Zero is still considered compliant.	
R11	Experience in ETEE Functional Services Capability Development	Desirable	0-10 *Zero is still considered compliant.	
R12	Experience in national/NATO Education and Training.	Desirable	0-10 *Zero is still considered compliant.	

*Bidders shall provide self-evaluation of grading matrix within their technical proposal to include reference to page number/paragraph/cite number from within their technical proposal that proves requirement is met. Lack of self-evaluated matrix could lead to a disqualification of bid submittal. Discretion left to CAC board members.

**Grade of zero will result in a non-compliant and disqualification from the bidding process, unless identified within the grading rows/columns.

Terms and Conditions

HQ SACT General Terms & Conditions dated 01/26/2022 and HQ SACT Special Terms and Conditions dated 10/08 apply to this contract and can be reviewed at www.act.nato.int/contracting under *Contractor Information*.