

IFIB-ACT-SACT-22-131



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

IFIB-ACT-SACT-22-131

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-22-131

1. **General**
2. **Classification**
3. **Definitions**
4. **Eligibility**
5. **Duration of the Contract**
6. **Exemption of Taxes**
7. **Amendment or Cancellations**
8. **Bidder Clarifications**
9. **Bid Closing Date**
10. **Bid Validity**
11. **Contents of Proposal**
12. **Proposal Submission**
13. **Late Proposal**
14. **Bid Withdrawal**
15. **Bid Evaluation**
16. **Proposal Clarifications**
17. **Award**
18. **Communications and Contacts**
19. **Point of Contact**

ENCLOSURES:

1. **Proposal/Content Checklist**
 2. **Address Label**
 3. **Bidder's Contact Information**
 4. **Compliance Statement to Sealed Bid**
 5. **Past Performance Information**
 6. **Mandatory Price Proposal**
 7. **Statement of Work**
- Annex A – Technical Proposal Assessment**

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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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IFIB-ACT-SACT-22-131

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 2024 – 31 December 2024; 1 January 2025 – 31 December 2025; 1 January 2026 – 31 December 2026; 1 January 2027 – 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, bidders who submitted proposals shall be notified via email from BUDFIN P&C.

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 10 calendar days prior to the bid closing date.
- (b) 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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IFIB-ACT-SACT-22-131

9. Bid closing date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than 7 December 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 **7 December 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/or at the contractor's facility, HQ SACT, or both do not constitute an acceptable delay to the deadline. Contractors should ensure there is sufficient time to transmit proposals and confirm receipt prior to the established

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IFIB-ACT-SACT-22-131

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. 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.

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.

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 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;

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IFIB-ACT-SACT-22-131

- 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 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 authorised. 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 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 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.

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IFIB-ACT-SACT-22-131

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, 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.

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

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IFIB-ACT-SACT-22-131

Prospective Contractors will be deemed 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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IFIB-ACT-SACT-22-131

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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IFIB-ACT-SACT-22-131

ENCLOSURE 2

COMPLIANCE STATEMENT TO SEALED BID IFIB-ACT-SACT-22-131

It is hereby stated that our company has read and understands all documentation issued as part of IFIB-ACT-SACT-22-131. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-SACT-22-131 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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| ----- | ----- |
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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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IFIB-ACT-SACT-22-131

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/ No Name/Signature of Authorized

Company Official

IFIB-ACT-SACT-22-131

Enclosure 4

IFIB-ACT-SACT-22-131 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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IFIB-ACT-SACT-22-131

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-22-131 and the **(Company Name)** Technical proposal”, submitted in accordance with solicitation provisions.

| | | | |
|---------------------|---|---|---|
| Service Area | Base Period 01Jan2023–31Dec2023 | Option Period 1 01Jan2024 –31Dec2024 | Option Period 2 01Jan2025 –31Dec2025 |
| HQ SACT | Hourly Rate: (1800 hours) | Hourly Rate: (1800 hours) | Hourly Rate: (1800 hours) |
| Facilities Planner | \$ | \$ | \$ |
| Service Area | Option Period 3 01Jan2026 –31Dec2026 | Option Period 4 01Jan2027–31Dec2027 | |
| HQ SACT | Hourly Rate: (1800 hours) | Hourly Rate: (1800 hours) | |
| Facilities Planner | \$ | \$ | |

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 _____

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

1. Introduction

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

On behalf of SACT, **DCOS Resources Management (RM)**, specifically the Base Support branch (BS), is responsible for the direction, coordination, planning, and execution of HQ infrastructure maintenance and upkeep, renovation and reconfiguration, and modernization and adaptation in order to keep pace with evolving changes in organizational mission and focus.

In order to better anticipate change and meet the demands associated with organizational growth, Base Support is seeking a Facilities Planner dedicated to the task of incorporating stakeholder inputs to develop a longer range plan for constructing the HQ of the future.

2. Background

The scope of work for the development and implementation of the RM Base Support Facilities Planner 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 and engagement with Host Nation engineering services and civilian contractors.

The main output is the delivery of an HQ SACT infrastructure assessment, the development of an enduring facilities lifecycle management program, and the delivery of a Capital Improvement Plan (CIP) based on the results of elicited requirements and coordination with the broad array of stakeholders in the NATO Command Structure (NCS) and NATO Force Structure (NFS)

3. Type of Contract and Period of Performance

Firm Fixed Price Services Contract in accordance with the General 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.

3.1 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

3.2 Level of Effort.

HQ SACT is seeking one (1) candidate for Facilities Planner. One workforce-year per annum with 1800 hours of service to be rendered against the labour category. Workforce-hours are further defined in the General Terms and Conditions.

3.3 Surge Capability.

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.

4. Place of Performance

HQ SACT shall serve as the habitual residence for performance under this contract. The Contractor is expected to perform the majority of the required work at HQ SACT in Norfolk, Virginia or in alternate locations as per travel requirements at locations specified by the Contracting Officer's Technical

Representative (COTR). It is anticipated that there will be approximately 2 trips per year, for approximately 10 days in duration per trip. NATO travel regulations and reimbursements are covered in Chapter 10 of the approved version of the Allied Command Transformation (ACT) Financial Manual, and are available at: <http://www.act.nato.int/forms-contractor-travel>. The COTR and Contracting Officer must approve trips and per diem in advance of all travel.

5. Partial Bidding and Teaming Arrangements

Partial bidding is not allowed.

6. Labour Category: Facilities Planner

a Tasking

- The main task is to conduct proper long term planning in support of project management as it relates to HQ facilities improvements, renovations, reconfigurations, and expansions.
- Convert user requirements into Engineering information, and define them if required into products (SOW, Technical Specifications...) that can be used by HN and/or contracted companies to produce the desired outcomes.
- Evaluate, monitor and guide all configuration changes.
- Manage all non-compliances during construction and warranty period from the user standpoint
- Provide quality assurance not only during construction, but also during definition process, and warranty period.
- Coordinate with HN and contractors in order to assure that works are carried out in accordance with specifications.
- Report and record any non-compliance on the spot.
- Develop and maintain programme schedules taking into account all dependencies to other projects impacting the HQ, including CIS and Security as well as any potential naval installation impacts.
- Develop interdisciplinary Risk Management Strategy in order to identify risks / implications for HQ SACT and propose mitigation measures to counter / minimize these.
- Support cost-benefit analysis of proposals and changes, not only linked to material/financial scales.
- Manage expectations against project progress.
- Prepare reports and presentations in order to enable informed decision making.
- Collaborate with internal and external stakeholders at all levels, to include coordinating with ACT Programme Directors and the Programme Management Offices (PMO) to ensure dependencies between programmes are understood and taken into consideration.
- Maintain close working relationships with Programme Directors and the PMO and to ensure coherent delivery of capacity.

- Coordinate the development of a Capital Improvement Plan (CIP), in the context of the ACT-led effort to deliver a fit-for-purpose, modern HQ.
- Ensure that, in co-ordination with other internal and external stakeholders, all necessary data is kept up to date in support of the management and monitoring of programmes throughout their life cycle.

b Essential Qualifications

- Nationality of one of the NATO member countries.
- At a minimum, a four year bachelor's University degree.
- Experience in facilities/infrastructure planning, project management in the past ten (10) years within a complex and dynamic environment. Familiarity with HN infrastructure code/regulations governing safety, construction standards, maintenance, habitability, and energy efficiency.
- Experience in the past ten (10) years in the field of requirements engineering, to include elicitation, capture, definition, development, prioritisation and management.
- NATO Secret Security Clearance or national equivalent.
- Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP) 4444 - Listening, Speaking, Reading and Writing) or equivalent.

c Desired Attributes/Competencies

- **Personal Attributes:** The duties require clarity of thought, sound consistent judgment, good inter personal and communication skills, a creative approach to bridge the challenge of the diverse and varying nationalities within the NATO enterprise to include engineering standards and business practices as well as maintenance related to NSIP projects which, in addition, may come with inherent political ramifications and sensitivities.
- **Professional Contacts:** The ability to professionally interact daily with internal contacts with ACT divisions and National Military Representatives and external contacts with national authorities in order to exchange information; coordinate actions; to provide reporting on any related project issues.
- The ability to professionally interact daily with contacts both at the managerial and technical level with infrastructure project managers and engineering staff at Host Nation, ACT, Architecture and Engineering Consultants and Industry.

7. Performance Requirements and Reporting

The Contracting Officer shall assign a Contracting Officer's Technical Representative (COTR). The COTR shall provide direction, guidance, and support information as needed for all technical and content areas of the SOW.

The COTR shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.

IFIB-ACT-SACT-22-131

- Review (and approve) all Contractor duties for completeness and accuracy.
- Review the Contractor's work at a minimum of monthly, or more often if needed.

The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his roles and responsibilities to which he shall sign formal acceptance.

8. 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 for the reporting period.
- Contract hours expended showing a comparison with budgeted hours.
- Current or anticipated problems/deficiencies and recommended solutions.

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

9. Proof of Past Performance

The Contractor is to provide a minimum of one (1) past performance citations (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 it is similar to or directly relates to this SOW in size, scope and value;
- Provide sample of previous cradle-to-grave project management effort;
- Status of work (i.e. on-going, complete);
- Date of work performance;
- Name of client/reference;
- Complete contact information for client/reference; and

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.

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. Rights in Technical Data Computer Software

Specific information to IPR is articulated in the General Terms and Conditions that support this contract. Ref: ACT-SACT-13-10, G T&C, clause # 33.

13. Releasability

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

NATO UNCLASSIFIED

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 Intellectual Property Rights and any applicable export control laws, Ref: ACT-SACT-13-10, G T&C, clause #21 and paragraph 15 (below).

14. Furnished Materials

For on-site work, HQ SACT shall provide all necessary working space; office furniture; telephones; computers, software, peripherals, and 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 modifications to the HQ SACT facilities. Contractors shall have full access the Microsoft Office Suite, as well as Microsoft Project.

15. Security

a. Personnel Clearances

Contractor personnel shall be responsible for obtaining all needed security clearances prior to starting work at HQ SACT. All Contractors shall have a minimum of a SECRET security clearance (as issued by NATO or the respective national Ministry/Department of Defence (Mod/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. Contractor personnel shall comply with all local host nation, NATO security provisions and other policies and procedures, as required. The possible security classification of the deliverables under this contract may range from unclassified 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 facility. 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 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.

16. Export Control

NATO nations have regulations and laws applying to the export of defence related goods/ services originating from domestic commercial sources to foreign entities. Usually under those laws and regulations, NATO is considered a foreign entity. The following requirements of this statement of work are provided in order to allow the bidder/contractor the opportunity to assess the applicability of their pertinent national laws and regulations and take action, as required, (Reference, Part One A, Special Terms & Conditions). The services shall be rendered at a maximum in the following locations: NATO member Nations and future NATO member Nations and NATO Partnership for Peace, Med-dialogue, Istanbul Cooperative Initiative (ICI) and contact countries. Persons exposed to the services performed under this SOW shall be nationals of NATO member Nations working for NATO Nation Governments.

IFIB-ACT-SACT-22-131

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 levels:

- Compliant (C) = Meets the criterion
- Non-compliant = Proposal will be deemed non-

| ITEM | COMPLIANT (Y/N) | REFERENCED COMMENTS |
|---|--|---------------------|
| Nationality of one of the NATO member countries | Y/N | |
| NATO Secret Security Clearance or national equivalent. | Y/N | |
| Proof of past performance - Summary of work performed showing that it is similar to or directly relates to this SOW in size, scope and value - Provide sample of previous cradle-to-grave project management effort - Status of work (i.e. on-going, complete) - Date of work performance - Name of client/reference - Complete contact information for | Y/N Y/N Y/N Y/N Y/N Y/N | |

IFIB-ACT-SACT-22-131

| | | |
|--|-----|--|
| client/reference; and - Permission to contact client for reference. | Y/N | |
|--|-----|--|

| CRITERIA | RANGE | SCORE/REFERENCED COMMENTS |
|---|--|---------------------------|
| FACILITIES PLANNER | | |
| Demonstrated proficiency in English as defined in STANAG 6001 (Standardized Linguistic Profile (SLP) 4444 - Listening, Speaking, Reading and Writing) or equivalent. | STANAG 6001: 0000-2222: 0 3333: 3 4444>: 5 | |
| Demonstrated proficiency in the use of the Microsoft Office Tool suite and collaborative software. | Not Proficient: 0 Proficient w/o certification: 3 Certified in Microsoft Office: 5 | |
| At a minimum, a four year Bachelor's University degree. Masters Degree PHD | No = 0 Bachelor's = 5 Master's = 7 PHD = 10 | |
| Experience in facilities/infrastructure planning, project management in the past ten (10) years within a complex and dynamic environment. Familiarity with HN infrastructure code/regulations. Help governing safety, construction standards, maintenance, habitability, and energy efficiency. | None: 0 1-3 years = 10 3-5 years = 15 5-7 years = 20 7-9 years = 25 10 years = 30 | |

IFIB-ACT-SACT-22-131

| | | |
|---|---|--|
| <p>Experience in the past ten (10) years in the field of requirements engineering, to include elicitation, capture, definition, development, prioritisation and management.</p> | <p>None: 0 1-3 years = 10 3-5 years = 15 5-7 years = 20 7-9 years = 25 10 years = 30</p> | |
| <p>Demonstrate ability to establish Professional contacts both at the managerial and technical level with infrastructure project managers and engineering staff at Host Nation, ACT, Architecture and Engineering Consultants and Industry.</p> | <p>No: 0 Little: 5 Some: 10 Above Ave: 15 Full: 20</p> | |

*Bidders shall provide self-evaluation of grading matrix within their technical proposal to include reference to page number/paragraph number/cite reference 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. Discretion left to CAC board members.

Terms and Conditions

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