



NORTH ATLANTIC TREATY ORGANISATION

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

Request for Proposal

RFP-ACT-SACT-24-80

NATO Galley HVAC Replacement

Bidding Instructions

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BIDDING INSTRUCTIONS

1. General

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

HQ SACT GENERAL TERMS AND CONDITIONS DATED 03/13/2024 ARE APPLICABLE TO THIS PROCUREMENT AND CAN BE LOCATED ON THE ACT WEBSITE AT WWW.ACT.NATO.INT/CONTRACTING UNDER CONTRACTOR INFORMATION.

2. Classification

This Request for Proposal (RFP) is a NATO UNCLASSIFIED document.

3. Definitions

- (a) The “Prospective Bidder” shall refer to the entity that has indicated thereon its intention without commitment, to participate in this RFP.
- (b) The term “Bidder” shall refer to the bidding entity that has completed a bid in response to this RFP.
- (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 RFP 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 Headquarters Supreme Allied Commander Transformation.
- (g) The term “ACT” shall refer to Allied Command Transformation.
- (h) The term “NATO” shall refer to the North Atlantic Treaty Organisation.
- (i) The term “days” as used in this RFP shall, unless otherwise stated, be interpreted as meaning calendar days.

4. Eligibility

This RFP is open to governmental or commercial entities:

- (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 country or countries in which this contract is to be performed at the time of bidding.
- (c) Has performed the desired past performance including size, cost and scope, as described in this RFP.
- (d) **All proposed key personnel on this requirement must be citizens of a**

NATO member nation.

5. Duration of Contract

- (a) The contract awarded shall be effective upon date of award.
- (b) **Period of Performance:** Contract Award – 31 December 2024

6. Exemption of Taxes

- (a) In accordance with the agreements, (Article VIII of the Paris Protocol, dated 28 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 RFP 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 RFP 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.

8. Bidder Clarifications

- (a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this RFP, 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 (three) calendar days prior to the bid closing date.
- (b) In lieu of a bidder's conference, HQ SACT invites bidders to self-nominate for a mandatory site visit for 21 AUG 2024. Provide written intent to perform a site visit no later than 19 AUG 2024. Submit initial technical and contractual questions no later than 28 AUG 2024.
- (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 RFP. Oral Interpretations shall not be binding.

9. Bid Closing Date

Bids shall be received at HQ SACT, Purchasing and Contracting Office, no later than **9 September 2024, 0900 hours, Eastern Daylight Time, Norfolk, Virginia, USA**. No bids shall be accepted after this time and date. **No hard copy proposals will be accepted.**

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 RFP. HQ SACT reserves the right to request an extension of

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validity. Bidder shall be entitled to either grant or deny this extension of validity. HQ SACT shall automatically consider a denial to extent the validity as a withdrawal of the bid.

11. Content of Proposal

- (a) A table of contents for the entire proposal;
- (b) The bidder's full name, address, point of contacts, telephone, fax number, and website;
- (c) Compliance statement (See Enclosure #1)
- (d) Past performance (See Enclosure #2); references will be accepted in lieu of past performance;
- (e) Provision of technical and price volumes;
- (f) Compliance matrix (See Annex B to Statement of Work).

12. Proposal Submission

- (a) Proposals shall be submitted electronically in two separate PDF documents; One containing the **Technical Proposal** and one containing the **Price Proposal**, each emailed separately to:

(1) Technical Proposal: techproposal@act.nato.int

(2) Price Proposal: priceproposal@act.nato.int

Email subjects shall include the solicitation information along with company name (for example: RFP-ACT-SACT-24-80_Tech_ABC Inc. / RFP-ACT-SACT-24-80_Price_ABC Inc.).

Allow sufficient time in your submission should you encounter email size challenges.

- (b) **Price proposals shall be in U.S. Dollar currency.** Contractor may request payment post award in alternate currency based on agreed conversion rate.
- (c) Prices shall be on a **Firm Fixed Price Basis** and include any relevant discount schedule.
- (d) No oral bids or oral modifications or telephonic bids shall be considered.
- (e) It is the ultimate responsibility of a prospective bidder prior to submission that all proposal submissions are reviewed to ensure they meet the technical, contractual 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.
- (b) **A delay in email exchange due to the server or size restrictions does not constitute a delay by NATO.**

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 RFP. HQ SACT is not responsible for any content that is not clearly identified in any proposal package.
- (b) Proposals shall be evaluated and awarded to the company that **Lowest Price Technically Compliant**. Technical clarification of essential competencies may be conducted.
- (c) 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 concern.

17. Award

HQ SACT intends to award a firm fixed price contract(s) to the Offeror(s) whose proposal(s) represents the Best Value Compliant Offer to NATO. Partial awards are not authorized.

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 RFP.

18. Communications

All communication related to this RFP, 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 RFP. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.

19. Points of Contact

LT Margaret Anderson, ACT Contracting Officer,
757-747-3699, Margaret.anderson@act.nato.int

LCDR Juan C. Benavides, ACT Contracting Officer
757-747-3804, Juan.benavides@act.nato.int

Louise Syms, Contracting Specialist,
757-747-3788, Louise.syms@act.nato.int

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Enclosure 1 Compliance Statement

COMPLIANCE STATEMENT TO SEALED BID RFP-ACT-SACT-24-80

It is hereby stated that our company has read and understands all documentation issued as part of RFP-ACT-SACT-24-80. Our company proposal submitted in response to the referenced solicitation is fully compliant with the provisions of RFP-ACT-SACT-24-80 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

(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 RFP 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.

Enclosure 2 Past Performance

PAST PERFORMANCE INFORMATION FORM (References may be submitted in lieu of past performance)

- (a) Contracting Entity:
- (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

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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Enclosure 3 Price Proposal

SEALED BID PRICE PROPOSAL

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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.
<https://www.act.nato.int/images/stories/budfin/afm24.pdf>.

SUBJECT: RFP-ACT-SACT-24-80

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 RFP ACT-SACT-24-78 and the “**Insert : Company Name** Technical proposal”, submitted in accordance with solicitation provisions.

Deliverables (Refer to Annex A for further scope of each deliverable)	Performance Period (2024)	Cost
WP#1.1 Demo existing MAU		\$
WP#1.2 Provide and Install 8 ton WHSP (heating/cooling)		\$
WP#1.3 Provide and Install Condenser Water piping to elevator area for operation		\$
WP#1.4 Modify ceiling to work with new unit		\$
WP#1.5 Insulate and modify duct work		\$
WP#1.6 Add locally controlled thermostat in Galley		\$
Total		\$

Total Proposal Cost \$_____

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: STATEMENT OF WORK (SOW)
NATO Galley HVAC Replacement

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 military transformation; improving relationships, interaction and practical cooperation with partners, nations and international organizations. ACT therefore leads Alliance concept development, capability development, training and lessons learned initiatives and provides unfettered military support to policy development within NATO.

2. Background and Scope of Work

- (a) Location: NATO ACT, Norfolk, VA, USA (On-Site);
- (b) The Galley HVAC system, which is on the first floor, serves in providing quality air conditioning to the kitchen staff while working to prepare food for NATO staff;
- (c) The system is at the end of life and requires to be replaced to continue to provide adequate air conditioning to kitchen area;
- (d) The contractor shall be responsible for maintaining a safe and presentable worksite throughout the project. All existing equipment and materials to be replaced must be disposed of correctly. HQ SACT will be block off the worksite from SACT staff, with an alternate route in place, to secure the area.

3. Type of Contract and Period of Performance

- (c) **Type of Contract:** Firm Fixed Price, Best Value Deliverables Contract.
- (d) **Period of Performance:** The contract period of performance is from **Contract Award Date – 31 DEC 2024**.

4. Tasking and Deliverables

- (a) Demo existing Makeup Air Unit, MAU, with heating only capabilities;
- (b) Provide and install new 8 ton Water Source Heat Pump, WSHP, with heating and air conditioning capabilities;
- (c) Provide and install condenser water piping over to the elevator area for operation;
- (d) Modify ceiling to work with new unit;

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- (e) Electrical work shall be completed by a professionally licensed electrician meeting federal, state, and local regulations;
- (f) Insulate and modify duct work where necessary for the new unit;
- (g) Start-up and verify system is operational.

5. Essential Qualifications

Work shall be completed in accordance with industry best practices and shall be subject to acceptance by the COTR. Work that does not meet industry standards or that is deemed unacceptable shall not be accepted and contractor will be expected to correct deficiencies with 10 working days or as otherwise agreed with the COTR.

6. Contractor Performance Requirements and Reporting

The COTR shall be assigned by the Contracting Officer. The COTR shall provide direction, guidance, and support information as needed for all technical and content areas of the SOW.

The COTR shall:

- (a) Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW;
- (b) Review (and approve) all Contractor duties for completeness and accuracy;
- (c) 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.

7. Time Requirements for Contractor Personnel

Work must occur during normal working hours Monday-Friday 0800-1600. If any possibility of delay or scheduling deviation, the contractor shall communicate and gain approval of the COTR.

8. Proof of Past Performance

The Contractor is to provide a minimum of two past performance citation (for work within the past five years) to show that it has successfully complete work that is similar to or directly traceable to the requirements outline in this SOW.

9. Place of Performance

Contractor's personnel are expected to perform the required work at the HQ SACT.

Regular updates are expected with the Contracting Officer's Technical Representative (COTR) either arranged in-person or via VTC as specified by the COTR.

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Parking is available outside the work area. The loading dock doors, turn stiles, and rear double door near the Auditorium will be available for use by the Contractors to access the worksite.

10. Furnished Materials and Services

- (a) **NATO Supplied:** Desks, kitchen, and office structure under the equipment must be moved prior to work.
- (b) **Contractor Supplied:**
 - (1) All Tools/Equipment/PPE to complete tasks outlined in this SOW;
 - (2) Building Supplies.

11. Physical Security

- (a) Contractors do not require security clearances; however, contractors may be asked to sign non-disclosure agreements on insights obtained.
- (b) Access badges to HQ SACT will be provided to the contractors. Contractors will require a physical escort at all times inside the building. Badges will be collected at the end of the work day.
- (c) 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 SACT HQ, Attention Security Office, 7857 Blandy Road, Suite 100, Norfolk, VA 23551-2490.

12. Security Considerations for the Deliverables

Not Applicable

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ANNEX B: Grading Matrix

Compliance Matrix to STATEMENT OF WORK

Contractor technical proposal will be assessed based on criteria mentioned in the following table. HQ SACT reserves the right to conduct technical discussions with contractor. Ultimately, companies shall clearly demonstrate by providing unequivocal explanation to where and how it meets the criteria set forth in this solicitation. The Contractor must demonstrate their experience and expertise in the subject matter, in which will be graded in accordance with the Grading Matrix.

Item	Compliant	Non-Compliant
The contractor is headquartered in one of the NATO nations with proposed candidates that are citizens and residents in NATO nations. (Nationality must be provided and any secondary or dual citizenships clearly specified)		
The contractor is to provide a minimum of two past performance citation (for work within the past five years) to show that it has successfully completed work that is similar to or directly traceable to the requirements outlined in this SOW.		
Key personnel citizen of NATO member nation (Nationality must be indicated to include other citizenships)		
The Contractor certifies all proposed personnel have a minimum of 1 year experience in HVAC installation.		
The contractor has a contractor's license and provide documentation of the license.		