

RFP: RFP-ACT-SACT-26-02 PART B

Reference: Q&A #5

Date of Issue: 25 March 2026

The following questions were raised with respect to subject **RFP-ACT-SACT-26-02B- CDMS**. Responses are to provide clarification.

Questions	Responses
1. We would appreciate clarification on whether this is a new requirement or if there is an incumbent contractor. If applicable, kindly share the relevant contract details?	These are new requirements.
2. Part B has the period of performance for each labor category, i.e. LC 10- Full Stack Developer – base period starting December 31, 2026.	The POP for LC10 states Date of award – 31 Dec 26 for the base period.
3. Part B – Mandatory Price Volume shows all the LC's starting on April 13, 2026.	See Amendment #1
4. Can you clarify if we should update the Part B – Mandatory Price Volume excel sheet to match the dates provided in Part B or do all the labor categories start on April 13?	See Amendment #1
5. Can the Purchaser confirm whether Enclosure 6 (Security Clearance Information) is required to be completed and submitted for each individual candidate proposed under this solicitation (i.e., one Enclosure 6 per candidate)? If yes, can the Purchaser confirm whether the purpose of Enclosure 6 is to identify, for each candidate, the entity responsible for that candidate (Prime or Subcontractor) and to enable verification of the relevant Facilities Security Clearance (FSC) held by that entity?	Bidders must provide this information for all candidates. If all candidates submitted share the same information, a listing of the candidates may be included on a single form. HQ SACT confirms the purpose of Enclosure 6 is to identify, for each candidate, the entity responsible for that candidate (Prime or Subcontractor) and to enable verification of the relevant Facilities Security Clearance (FSC) held by that entity
6. Please clarify whether, for on-site roles performed exclusively on NATO premises, the Prime Contractor may propose candidates under its own industrial security framework (Prime Contractor holding an FSC at the required level and the individual holding the required Personnel Security Clearance (PSC)), without requiring the candidate's own legal entity to hold a separate FSC, provided that no NATO classified information will be handled,	Confirmed.

<p>stored, or processed at any external contractor/subcontractor facility.</p>	
<p>7. Please confirm whether the requirement for subcontractor FSC confirmation (as referenced in Enclosure 6) is intended to apply equally to one-person companies, freelance entities, and independent contractor structures, even where the individual will perform all work exclusively on NATO premises and no NATO classified information will be held, stored, processed, or generated at the subcontractor's premises.</p>	<p>Candidates must be either employees or subcontractor personnel. Subcontractors working at a NATO facility in CLASS II spaces may be sponsored under the Prime Contractor's FSC, provided:</p> <ul style="list-style-type: none"> ○ The Prime Contractor's Facility Security Officer (FSO) formally confirms sponsorship; and ○ The individual holds the appropriate Personnel Security Clearance (PSC), issued or recognized by the relevant National Security Authority; and ○ The Prime Contractor maintains full security responsibility and oversight for the individual's classified access. ○ The subcontractor personnel meet all other requirements outlined within the HQ SACT General Terms and Conditions (i.e. business license, insurance, etc.).
<p>8. LC 49 - There is a complete misalignment between the job title/pricing line item and the job description/matrix for the role. Currently the bidder would not be able to propose candidates against this requirement unless all items for this LC are aligned and correct.</p> <ul style="list-style-type: none"> a. There seems to be an error between whether the requirement is for: <ul style="list-style-type: none"> i. SUPPORT TO THE ACT SECURITY CIS ACCREDITATION AUTHORITY ii. ISC Data Analysts 	<p>SEE AMENDMENT #4</p>
<p>9. LC 10 to 49 - There seems to be requirements for LC's which were issued as part of 26-02-A which have been released as part of 26-02-B, any answers by the purchaser aid the bidder in prioritizing and evaluating workload in response to this requirement, the bidder has the following questions:</p> <ul style="list-style-type: none"> a. Are there incumbents for the roles which were previously issued as part of the previous procurement? b. What is the purchaser's rationale for the re-issue of these requirements? 	<p>Some requirements from 26-02 Part A were carried over to 26-02 Part B because we could not find suitable or available candidates at the time and therefore had to readvertise the positions.</p>

<p>10. ACT General Terms and Conditions, dated 01.15.2026</p> <ul style="list-style-type: none"> a. Clause 4 - Is the purchaser able to confirm a date at which they confirm acceptance would be provided for a typical month of service or a quantity of days after submission of the relevant evidence to the designated COTR? b. Clause 13 - As per the payment terms identified can the purchaser identify if the bidder is authorised to charge the purchaser for any delayed payments according to this clause and if so how should the bidders calculate these for any subsequent contract? c. Clause 21 - Can ACT confirm that its NATYO organisation is NOT or IS a legal entity according to the state of Virginia law? d. Clause 22 - Can ACT identify the exact insurance policies which the prime contractor should hold, and any anticipated required values associated with each insurance policy required for clarity? e. Clause 24 - As travel could be required as per the terms and conditions, can ACT provide clarification as to whether the bidder is authorised to request travel reimbursement as part of any subsequent contract with a G&A % rather than at cost or provide clarification how the bidder should treat such instances? f. Clause 30 - Can ACT provide what is their health and safety policy and how the bidder should comply with this requirement as it is currently unclear? g. In the ACT terms and conditions there is no definition of what is deemed an official subcontractor and what are the associated requirements for such subcontractor, can ACT please clarify? 	<p>A - Acceptance or rejection shall be made as promptly as practicable after delivery. No set date is predetermined.</p> <p>B - As per clause 2 of the General Terms and Conditions, the contract shall be governed, interpreted, and construed with the laws of the commonwealth of Virginia of the United States of America.</p> <p>C - NATO's Headquarters Supreme Allied Commander Transformation (HQ SACT) is a legally recognized Government Entity (specifically, a treaty-based organization) comprised of international civilian staff as well as military staff from the governments of 32 nations and in existence in the United States since 19 June 2003. On 17 June 2003, the North Atlantic Council, the governing body of the nations of the North Atlantic Treaty Organization (NATO), agreed to the activation of Headquarters Supreme Allied Commander Transformation (HQ SACT) with effect of 19 June 2003. Treaty-based organizations are recognized as legal entities under US Federal law, and their recognition extends to Virginia through the application of federal law under the Supremacy Clause of the U.S. Constitution. HQ SACT is the successor organization to SACLANT, established and activated by the NAC as a Supreme Headquarters, as defined in the Pris Protocol and further recognized by the US under the 1954 US – SACLANT Agreement.</p> <p>D - Compliance with all regulatory insurance requirements, and all costs related thereto, are the responsibility of the bidder, and it befalls on them to identify and meet such requirements.</p> <p>E - Clause 24 and references therein provide detailed information regarding contractor's travel and the applicable process.</p> <p>F - The company is responsible for being authorized to perform the contract in the country or countries where the contract is being performed as provided in the Terms and Conditions, par. 21, and thus for being compliant with any associated laws or stipulations. Should HQ SACT become aware that the company is not compliant "with safety and health rules and requirements prescribed on the date of this contract by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action" then HQ SACT will take the appropriate action as defined under the Terms and Conditions, par. 30. As for internal directives, to include in this area, these will be available to the company awarded the contract.</p>
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	<p>G - Subcontractor means a third party who has entered into an agreement or contract subsequent to the Contract₁ or any subcontracts thereto₁ to perform any part of the Contract undertaken by the prime contractor.</p>
<p>11. LC 12</p> <ul style="list-style-type: none"> a. Requirement 3 - Can ACT clarify the technical scoring criteria as this is not clear to the bidder based on the current information and the bidder would appreciate clarity for transparency purposes.i.e. How many technical points will ACT assign for a specific sub requirement scoring metric. b. Requirement 9 - Can ACT clarify the technical scoring criteria as this is not clear to the bidder based on the current information and the bidder would appreciate clarity for transparency purposes.i.e. How many technical points will ACT assign for a specific sub requirement scoring metric. 	<p>We will assign the number of points for experience with any of the listed sub requirements.</p>
<p>12. LC32</p> <ul style="list-style-type: none"> a. Requirement 1 - Can ACT clarify the technical scoring criteria as this is not clear to the bidder based on the current information and the bidder would appreciate clarity for transparency purposes.i.e. How many technical points will ACT assign for a specific sub requirement scoring metric. b. Requirement 3 - Can ACT clarify the technical scoring criteria as this is not clear to the bidder based on the current information and the bidder would appreciate clarity for transparency purposes.i.e. How many technical points will ACT assign for a specific sub requirement scoring metric. 	<p>The compliance matrix provides the maximum score that can be obtained by being fully compliant with specific requirements. For requirements with binary answers, the scoring is either zero or maximum. ACT reserves the right to assign an intermediate score when the requirement is not fully met, but some elements of it may be worth consideration due to specific combinations of individual academics or experience. Due to the myriads of cases that can be observed, no detailed apportionment can be done, and this is left to the expert criteria of the awards board.</p>
<p>13. Please could you advise what the minimum requirement for LC45 is? It doesn't state it in the amendment</p>	<p>See amendment #3</p>
<p>14. I would like to address an issue we've identified concerning LC 48 – Protocol Specialist. Although the deadline for clarifications has passed, we have noticed a discrepancy in the compliance matrix.</p>	<p>Candidates without NATO Protocol course are still compliant, but it is mandatory to attend if selected for the position in the first six months.</p>

<p>The documentation states that attendance at the NATO Protocol Course at the NATO School in Oberammergau is mandatory within the first six months, with tuition and travel costs covered and not included in the bid price. However, the compliance matrix assigns 0 points to candidates who do not possess the Protocol certification.</p> <p>Could you please confirm whether candidates without the External NATO Protocol Course Certificate, or those who are willing to attend the course within the first six months, may still be considered compliant for LC 48? If not, are there any equivalent certifications, training, credentials, or extensive work experience that would be accepted in place of this certificate?</p> <p>Your assistance with this matter is greatly appreciated. We are awaiting your clarification, as we need to submit the Dropbox link before March 18.</p>	
<p>15. If viable candidates are identified for the new labor categories added in Amendment 4 for the referenced solicitation (LC 22, 39, 49) before the April 1, 2026 deadline, may they be included in the initial submission for consideration, or must they be submitted separately on the April 13, 2026 submission date to be considered?</p>	<p>If submissions for LC22, LC39, and LC49 are received before 13 April, they can be included with the initial submission or submitted separately.</p>
<p>16. Compliance Matrices vary for some labor categories; Would it be acceptable for a company to submit standardized Compliance Matrices for all labor categories acknowledging the variations for grading totals to ensure compliance with the more defined compliance requirements. Additionally, please note, the Compliance Matrix for LC 45 is duplicative of the technical scoring matrix.</p>	<p>See amendment #5</p>
<p>17. Is it acceptable for Enclosure 6 (FSC Details) to include all candidates in one field - assuming all are under employ of the Prime?</p>	<p>Yes, if the status is the same for all.</p>
<p>18. The solicitation currently requires bidders to submit Enclosure 6, however, it is not currently listed in the Table of Contents. Would it be acceptable to include the</p>	<p>Yes</p>

<p>enclosure immediately following the Compliance Statement?</p>	
<p>19. Enclosure 5 is not currently listed in the Table of Contents as part of the submission. Is it the intent for bidders to include it as part of their submission or would it be provided separately?</p>	<p>Include Enclosure 5 as part of the submission</p>
<p>20. For RFP-ACT-SACT-26-02 Part B amendment 4, the Price Volume Excel does not match the number of years associated with the LCAT period of performance. Should we use the LCAT or the Price Volume Excel to figure cost?</p> <p>For example, LCAT 49 price volume (below) reads that there is a 4th year option. The LCAT says Period of Performance: Base Period: Award – 31 December 2026, Option Period One: 1 January 2027 – 31 December 2027, Option Period Two: 1 January 2028 – 31 December 2028.</p>	<p>See amendment #5</p>