



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

ΑΔΙΑΒΑΘΜΗΤΟ
ΕΠΕΙΓΟΝ

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ΘΕΜΑ: 11^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών IFB-CO-14873-INTELS2, Διαγωνιστικής Διαδικασίας Έργου: «Intelligence Functional Services (INTEL-FS) - Spiral 2 and BMD functions in INTEL-FS»

1. Διαβιβάζεται, συνημμένως, 11^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών (Invitation for Bids/IFB), για διαγωνισμό εν θέματι έργου, εκ μέρους NCIA, ως φιλοξενούντος έθνους.
2. Καταληκτική ημερομηνία υποβολής προσφορών ορίζεται πλέον η 10^η Μαΐου 2021, 12:00 τ.ώ.
3. Ενδιαφερόμενες εταιρίες αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 8 τροποποίησης).
4. Παρακαλούμε για τις ενέργειές σας.

ΣΕΚΕΡΗΣ

Συν. Σελ: 78

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ

Η υπάλληλος της Μ.Α. ΝΑΤΟ
Αικατερίνη Νικάκη
ΠΕ ΕΠ&ΠΛ Α'

ΑΔΙΑΒΑΘΜΗΤΟ



NATO UNCLASSIFIED

Acquisition Directorate

Boulevard Léopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2021/6795
14 April 2021

To: All Nominated Bidders and Distribution List

Subject: Invitation For Bid IFB-CO-14783-INTELS2 Amendment 11

Intelligence Functional Services (INTEL-FS) - Spiral 2 and BMD functions in INTEL-FS

References: A. AC/4-D/2261(1996 Edition), Procedures for International Competitive Bidding
B. AC/4-D(2008)0002-REV2, International Competitive Bidding Using Best Value Evaluation Methodology, dated 15 July 2015
C. IFB-CO-14783-INTELS2 NCIA/ACQ/2020/6369, dated 22 December 2020
D. IFB-CO-14783-INTELS2 Amd. 1, NCIA/ACQ/2021/6475, dated 29 January 2021
E. IFB-CO-14783-INTELS2 Amd. 2, NCIA/ACQ/2021/6574, dated 11 Feb. 2021
F. IFB-CO-14873-INTELS2 Amd. 3, NCIA/ACQ/2021/6587, dated 22 Feb. 2021
G. IFB-CO-14873-INTELS2 Amd. 4, NCIA/ACQ/2021/6624, dated 24 Feb. 2021
H. IFB-CO-14873-INTELS2 Amd. 5, NCIA/ACQ/2021/6660, dated 05 March 2021
I. IFB-CO-14873-INTELS2 Amd. 6, NCIA/ACQ/2021/6673, dated 11 March 2021
J. IFB-CO-14873-INTELS2 Amd. 7, NCIA/ACQ/2021/6697, dated 15 March 2021
K. IFB-CO-14873-INTELS2 Amd. 8, NCIA/ACQ/2021/6734, dated 25 March 2021
L. IFB-CO-14873-INTELS2 Amd. 9, NCIA/ACQ/2021/6746, dated 2 April 2021
M. IFB-CO-14873-INTELS2 Amd. 10, NCIA/ACQ/2021/6787, dated 12 April 2021

Dear Prospective Bidders,

1. The purpose of this Amendment 11 is to extend the Bid Closing Date by 11 days to **Monday, 10 May 2021**.
2. This provides 28 days following the final set of Clarification Requests provided with Amendment 10 on 12 April 2021.
3. Book I, Bidding Instructions, Section 2.3.1, is hereby revised as follows:
"The closing date and time for submission of bids in response to this IFB is 12h00 / 12pm (Central European Time) on ~~29 April 2021~~ 10 May 2021, at which time bidding shall be closed".
4. No further extensions to the Bid Closing Date will be issued.
5. Any further Clarification Requests must be received by 26 April – 14 days prior to the new Bid Closing Date – and must be strictly limited to clarify any answers or revised documents received as part of IFB Amendments 8, 9 or 10.



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Agence OTAN d'information
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Avenue du Bourget 140
1110 Brussels, Belgium
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6. With the exception of the revision made in the Bidding Instructions, all other IFB documents remain unchanged from their original version as issued on 22 December 2020 (Reference C), unless updated in Amendments 1 – 10 (References D – M).
7. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
8. The Contracting Officer responsible for this solicitation is Dan Gaertner, and all correspondence regarding this IFB should be sent via email to IFB-CO-14873-INTELF2@ncia.nato.int.

FOR THE DIRECTOR OF ACQUISITION:

Daniel
Gaertner

Digitally signed by
Daniel Gaertner
Date: 2021.04.14
21:55:17 +02'00'

Daniel K. Gaertner
Senior Contracting Officer

Attachment:

- 1) Revised IFB Document: File # 02: Book I – Bidding Instructions



Distribution List for IFB-CO-14783-INTELS2 Amendment 11

NATO Delegations (Attn: Infrastructure Adviser):

Albania
Belgium
Bulgaria
Canada
Croatia
Czech Republic
Denmark
Estonia
France
Germany
Greece
Hungary
Iceland
Italy
Latvia
Lithuania
Luxembourg
Montenegro
The Netherlands
Norway
Poland
Portugal
Romania
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Slovenia
Spain
Turkey
United Kingdom
United States

NATO HQ

NATO Office of Resources, Management and Implementation Branch – Attn: Deputy
Branch Chief

Director, NATO HQ C3 Staff, Attn: Executive Co-ordinator

SACTREPEUR, Attn: Infrastructure Assistant

SHAPE, Attn: J3 & J2

Strategic Commands

HQ SACT Attn: R&D Contracting Office

ACO Liaison Office

All NATEXs



NATO Communications and Information Agency
Agence OTAN d'information et de communication

Invitation for Bids

IFB-CO-14873-INTELFS2

**Intelligence Functional Services (INTEL-FS) - Spiral 2
and BMD functions in INTEL-FS**

IFB-CO-14873-INTELFS2-UA
User Applications

IFB-CO-14873-INTELFS-BE
Backend Service and Integration

GENERAL INDEX**BOOK I - THE BIDDING INSTRUCTIONS**

Section I	Introduction
Section II	General Bidding Information
Section III	Bid Preparation Instructions <i>This section includes information specific to each individual bid</i>
Section IV	Bid Evaluation <i>This section includes information specific to each individual bid</i>
Annex A	Bidding Sheets <i>This annex includes bidding sheets specific to each individual bid</i>
Annex B	Prescribed Administrative Forms and Certificates
Annex C	Bid Guarantee - Standby Letter Of Credit
Annex D	Clarification Request Form

BOOK II - THE PROSPECTIVE CONTRACTS

Part I	Schedule of Supplies and Services (SSS) <i>The IFB includes two SSS files, one for each prospective contract</i>
Part II	Contract Special Provisions
Part III	Contract General Provisions
Part IV	- Statement of Work (SOW) - SOW Annex A, System Requirement Specifications - SOW Annex B, User Stories (for CO-14873-INTELFS2-UA) - SOW Annex B, Information Model (for CO-14873-INTELFS2-BE) <i>The SOWs and annexes are specific to each prospective contract</i>

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IFB-CO-14873-INTELF2
Book I – Bidding Instructions



NATO Communications and Information Agency
Agence OTAN d'information et de communication

**IFB-CO-14873-INTELF2
Amendment 11**

**Intelligence Functional Services (INTEL-FS) - Spiral 2
and BMD functions in INTEL-FS**

BOOK I

BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1. Purpose and Scope

- 1.1.1. The NATO Communications and Information (NCI) Agency has been authorized to invite bids and award two contracts to upgrade the current Intelligence Functional Services (INTEL-FS) capabilities. One contract will be for the User Applications; the second contract will be for the Backend Services and Integration with other systems.
- 1.1.2. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes. There is a separate SOW, SOW Annex A and SOW Annex B for each prospective contract.

1.2. Overview of the Prospective Contracts

- 1.2.1. Book II of this IFB provides the Prospective Contracts that will require the selected Contractor to deliver the INTEL-FS capabilities. The Contractor shall perform all activities required in Book II Part IV (SOW and Annexes) and shall deliver the associated deliverables as per Book II Part I (Schedule of Supplies and Services (SSS)).
- 1.2.2. The Contracts resulting from this IFB shall be awarded on a Fixed Price Incentive Fee (FPIF) basis.
- 1.2.3. Both contracts will use elements of the Agile methodology, with multiple increments, each consisting of several sprints, and the opportunity for frequent acceptances of functional software.
- 1.2.4. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).
- 1.2.5. Any terms and conditions that are specific to one of the contracts will be marked as either CO-14873-INTELFIS2-UA for the User Applications contract, CO-14873-INTELFIS2-BE for the Backend Services contract.

1.3. Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1. This solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the procedures for International Competitive Bidding (ICB) set forth in NATO document AC/4-D/2261 (1996 Edition) and its Annex X, dated 24 July 2009, with the exception explained in Section 4.3.1.2 as authorized by the Investment Committee.
- 1.3.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member countries (see Para 2.1.1.6) for which a Declaration of Eligibility has been issued by their respective national authorities.

1.4. Best Value Evaluation Method

- 1.4.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D/2261, Annex X, dated 24 July 2009, and AC/4(2008)0002-REV2-ANNEX 1, dated 15 July 2015, or deviations to the procedure, as approved by the NATO Investment Committee.
- 1.4.2. The Bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4
 - 1.4.2.1. Some of the evaluation criteria for CO-14873-INTELFSS2-UA and –BE are different from one another, given that the bids are evaluated against different skills and experiences, and against different technical requirements. Bidders are encouraged to closely review all of SECTION 4 to ensure a thorough understanding of how the bids for each prospective contract will be evaluated.
 - 1.4.2.2. The evaluation of bids for CO-14873-INTELFSS2-UA and –BE will be performed independently from one another.
 - 1.4.2.3. Please note that the technical and price evaluations will be conducted in parallel by independent evaluation teams.
- 1.4.3. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.5. Security

- 1.5.1. This Invitation for Bid is NATO UNCLASSIFIED.
- 1.5.2. Contractor personnel will be required to possess a security clearance of "NATO SECRET" (NS) for the performance of the Contract.
- 1.5.3. The Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED".
- 1.5.4. The Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.
- 1.5.5. Contractor personnel working at NATO or National sites without such a clearance confirmed by the appropriate national security authority and

transmitted to the cognisant NATO or National security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

- 1.5.6. Bidders are advised that Contract signature will not be delayed in order to allow the processing of NS security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.

1.6. Bidders Conference

- 1.6.1. Prospective Bidders are invited to a Bidders Conference that will be held on-line on Thursday, 11 February 2021. The technical and logistical details of connecting to the Conference will be provided at a later date.
- 1.6.2. The purpose of the Bidders Conference is to brief the Prospective Bidders on the IFB. The Conference is planned to include a briefing on the bidding process and the bidding sheets, the Prospective Contract, and the technical aspects of the project. The agenda will be sent to attendees in advance.
- 1.6.3. Those companies that wish to participate in the Bidders Conference must indicate their intention to attend not later than 7 days prior to the date of the Conference to the Point of Contact stated in paragraph 2.5.1.
- 1.6.4. Bidders may submit questions in writing not later than 7 days prior to the date of the Conference to the email address in paragraph 2.5.1. The Purchaser will endeavour to respond to these questions during the Bidders Conference.
- 1.6.5. For any additional questions that are asked at the Conference, the Purchaser may attempt to answer them at that time, but any answer that may appear to change terms, conditions and/or specifications of the IFB shall be considered to be formally included in the IFB only after a written amendment to the IFB is issued in writing by the Purchaser.
- 1.6.6. Answers to all questions will be issued in writing to all Bidders as soon as practicable after the Conference, whether or not the Bidders attended the Conference. The formal written answers will be the official response of

the Agency, even if the written answer differs from the verbal response provided at the Conference.

- 1.6.7. Notwithstanding the written answers provided by the NCI Agency after the Bidders Conference, the terms and conditions of the IFB remains unchanged unless a formal IFB amendment is issued by the NCI Agency.

1.7. Documentation

- 1.7.1. All documentation – including the IFB itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided “as is”, without any warranty as to quality or accuracy.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:
- 2.1.1.1. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
 - 2.1.1.2. "Compliance": strict conformity to the requirements and standards specified in this IFB and its attachments.
 - 2.1.1.3. "Contractor": the awardee of this solicitation of offers, who shall be responsible for the fulfilment of the requirements established in the prospective Contract.
 - 2.1.1.4. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
 - 2.1.1.5. "IFB": Invitation for Bid.
 - 2.1.1.6. "Participating Country": any of the following 29 NATO nations (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
 - 2.1.1.7. "Purchaser": NATO Communications and Information Agency (NCI Agency) or its legal successor.

- 2.1.1.8. “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. All Contractors, Subcontractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3. No materials or items of equipment down to and including identifiable Sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside within NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. Bid Delivery and Bid Closing

- 2.3.1. The closing date and time for submission of bids in response to this IFB is **12h00 / 12pm (Central European Time) on 10 May 2021, at which time bidding shall be closed.**
- 2.3.2. For bidders that submit a bid for both the User Applications (UA) and Back-end Services (BE) contracts, the bids shall be submitted separately. The bid openings and every aspect of the evaluations will be performed independently from one another.
- 2.3.3. Bids shall be delivered to the appropriate email address below:
- For bids for the User Application, Front-end contract:
- IFB-CO-14873-INTELF2-UA.Bids@ncia.nato.int
- or
- For bids for the Data Management, Back-end contract:
- IFB-CO-14873-INTELF2-BE.Bids@ncia.nato.int
- 2.3.4. Late Bids
- 2.3.4.1. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.
- 2.3.4.2. *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:
- 2.3.4.2.1. A Contract has not already been awarded pursuant to the Invitation for Bid, and;
- 2.3.4.2.2. The Bid was sent to the correct email address specified in Section 2.3.3 and the delay was solely the fault of the Purchaser.

2.4. Requests for Extension of Bid Closing Date

- 2.4.1. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser Point of Contact indicated in Section 2.5.1 below. Any request for extension shall be submitted by the respective NATO Delegation or Embassy **no later than fourteen (14) calendar days** prior to the established Bid closing date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

2.5. Purchaser's Point of Contact

- 2.5.1. The Purchaser point of contact for all information concerning this IFB is:

Mr. Dan Gaertner, Senior Contracting Officer
Acquisition, NCI Agency

Questions/Clarifications:

IFB-CO-14873-INTELFS2@ncia.nato.int

Bid Delivery :

All bids shall be delivered by email as stated in paragraph 2.3.3.

2.6. Request for IFB Clarifications

- 2.6.1. Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2. All questions and requests for clarification shall be forwarded to the Purchaser using the Clarification Request (CR) Forms provided at Annex D of this Book I. Such questions shall be submitted by email to the point of contact specified in Section 2.5.1 above and shall arrive **not later than twenty eight (28) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in Section 2.6.4, below.
- 2.6.3. Bidders shall keep the classification of their request NATO Unclassified to facilitate a quicker review and response. Such requests shall be emailed to the point of contact specified in paragraph 2.5.1 above.
- 2.6.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification.

Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.

- 2.6.5. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.6. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in Section 2.6.5.
- 2.6.7. The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.8. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.9. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.6.10. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment pursuant to AC/4-D/2261 and in accordance with paragraph 2.8.
- 2.6.11. The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.12. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in his offer.

2.7. Requests for Waivers and Deviations

- 2.7.1. Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this IFB and attached prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the prospective Contract may only be

considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8. Amendment of the IFB

- 2.8.1. The Purchaser may amend the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.6 or may be an independent action on the part of the Purchaser.
- 2.8.2. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment.
- 2.8.3. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

2.9. Modification and Withdrawal of Bids

- 2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the Bid Closing Date as detailed in paragraph 2.3.1. Such modifications will be considered as an integral part of the submitted Bid.
- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure detailed in paragraph 2.3.4, except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder

must provide an original statement of the firm's decision to withdraw the Bid.

- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bid for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
- 2.10.4.2. Refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. Bid Guarantee

- 2.11.1. The Bid Guarantee shall be submitted by email to the Purchaser, either directly by a banking institution or from the Bidder, to the email address *NCIAFinanceTreasuryBankGuarantee@ncia.nato.int*. In either case, the Bidder shall also provide a copy of the Bid Guarantee in the Bid Administration Volume.
- 2.11.2. The Bidder shall furnish with its Bid a guarantee in an amount equal to:
- 2.11.2.1. For IFB-CO-14873-INTELF2-UA, One Hundred and Thirty Thousand Euro (€130,000)

- 2.11.2.2. For IFB-CO-14873-INTELFIS2-BE, One Hundred and Seventy Thousand Euro (€170,000).
- 2.11.2.3. For any bidders submitting a bid for both UA and BE, the bid guarantees shall total €300,000 and shall be submitted separately.
- 2.11.2.4. The Bid Guarantee shall be substantially similar to Annex C as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI AGENCY at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency.
- 2.11.3. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.
- 2.11.4. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.5. Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.6. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.6.1. The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid determined to represent the best value, withdraws his Bid, or states that he does not consider his Bid valid or agree to be bound by his Bid, or
- 2.11.6.2. The Bidder has submitted a compliant Bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.
- 2.11.6.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time,

- 2.11.6.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.7. Bid Guarantees will be returned to Bidders as follows:
- 2.11.7.1. To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
 - 2.11.7.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.7.3. To the successful Bidder upon submission of the Performance Guarantee required by the Contract.
 - 2.11.7.4. pursuant to paragraph 2.10.4.2.
- 2.11.8. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium,
- 2.12. Cancellation of IFB**
- 2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the

recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.

2.13. Electronic Transmission of Information and Data

- 2.13.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.13.2. Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.13.3. Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

2.14. Supplemental Agreements

- 2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI AGENCY as a condition of Contract performance.
- 2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

2.15. Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

- 2.15.1. Bidders are instructed to review Article 17, *Intellectual Property*, of the Contract Special Provisions set forth in Part III of Book II, and Clause 30, *Intellectual Property*, of the Contract General Provisions set forth in Part III of Book II. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property developed and/or delivered under this Contract or used as a basis of development under this Contract.
- 2.15.2. Bidders are required to disclose, in accordance with the Certificates at Annex B-10 and Annex B-11, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are

required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.

- 2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of the Contract General Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.
- 2.15.4. Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with Article 17 of the Contract Special Provisions, Clause 30 of the Contract General Provisions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of a non-compliant Bid.

2.16. Receipt of an Unreadable Electronic Bid

- 2.16.1. If a bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
 - 2.16.1.1. of the content of the bid as originally submitted, and;
 - 2.16.1.2. that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.16.2. A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.16.3. If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bidders shall prepare and submit their bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders **shall not simply restate the IFB requirements**. A Bid shall demonstrate that the Bidder understands the terms, conditions and requirements of the IFB and shall demonstrate the Bidder's ability to provide all the services and deliverables listed in the Schedules of the prospective Contract. Bidders shall take note of paragraph 3.1.3 below in this regard.
- 3.1.3. Bidders are informed that the quality, thoroughness and clarity of the Bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final Best Value score.
- 3.1.4. Partial bids and/or bids containing conditional statements will be declared non-compliant. Please note that bidders are not obligated to bid on both the Front-end User Interface and the Back-end Data Management contracts. These will be separate contracts, and so bidding on only one of them is not considered partial bidding.
- 3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's offer in whole or in part by reference in the resulting contract.
- 3.1.6. The specific format for each volume is stated in paragraph 3.2.1.
- 3.1.7. All documentation submitted as part of the bid shall be classified no higher than "NATO UNCLASSIFIED".
- 3.1.8. All notices and communications regarding this IFB shall be written and conducted in English. All documentation submitted as part of the bid shall be in English.

3.2. Bid Package Content

3.2.1. A complete bid submission shall consist of three volumes as shown in the following table.

Volume	Format and Quantity Details
I: Bid Administration	<p><u>2 PDF files that include:</u></p> <ol style="list-style-type: none"> 1. The completed, signed certificates found in Annex B, provided as a single PDF file. 2. A copy of the Bid Guarantee. Note: this shall also be delivered by email directly to: <i>NCIAFinanceTreasuryBankGuarantee@ncia.nato.int</i> <p>➤ All of the required contents are detailed in Section 3.4.</p>
II: Price	<p><u>Two (2) files in total, that include:</u></p> <ol style="list-style-type: none"> 1. 1 MS Excel file: The completed Bidding Sheets template provided in Annex A-3 or Annex A-4. 2. 1 PDF file: The Offer Summary sheet of the Bidding Sheets. <p>➤ All of the required contents are detailed in Section 3.5.</p>
III: Technical	<p><u>Eleven (11) files in total, that include:</u></p> <ol style="list-style-type: none"> 1. Nine (9) PDF files and two (2) MS Excel files as <u>listed in Section 3.3.3.3.</u> 2. It is understood that Bidders may need to split documents to remain within the email size limitation stated in paragraph 3.2.2 below, in which case they will submit more than 11 files as explained in paragraph 3.3.2. <p>➤ All of the required contents are detailed in Section 3.6.</p>

3.2.2. All emails submitted to the Purchaser shall be less than 15 MB in size.

3.3. Package Marking

- 3.3.1. The bid shall be consolidated into as few emails as possible and sent to the correct Bid Delivery email address stated in paragraph 2.3.3. The email shall have the following subject lines:

For bids for the User Application, Front-end contract:

- 14873-INTELFIS-UA Front-end Bid for *Company Name*

For bids for the Data Management, Back-end contract:

- 14873-INTELFIS-BE Back-end Bid for *Company Name*

- 3.3.2. In the event the bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.2.2, the bidder shall add “Email 1 of 2”, “Email 2 of 2” as necessary to the subject line of the email.

- 3.3.3. The individual electronic files sent by email shall have the names listed below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.2.2), the Bidder shall add “Part 1 of 2”, “Part 2 of 2” as necessary to the file names. Bidders shall replace “UA/BE” below with *either UA or BE*, as applicable.

- 3.3.3.1. Volume I, Bid Administration:

- 14873-UA/BE-*Company Name*–Vol I–Admin
- 14873-UA/BE-*Company Name*–Vol I–BidGuarantee

- 3.3.3.2. Volume II, Price:

- 14873-UA/BE-*Company Name*–Vol II–Price
- 14873-UA/BE-*Company Name*-Vol II-OfferSum

- 3.3.3.3. Volume III, Technical:

- Engineering
 - 14873-UA/BE-*Company Name*–Vol III–Tech1-DelPlan
 - 14873-UA/BE-*Company Name*–Vol III–Tech2-SDD
- Management
 - 14873-UA/BE-*Company Name*–Vol III–Tech3-PMP
 - 14873-UA/BE-*Company Name*–Vol III–Tech4-IRR

- 14873-UA/BE-*Company Name*–Vol III–Tech5-BOE
- 14873-UA/BE-*Company Name*–Vol III–Tech6-Quals
- Supportability
 - 14873-UA/BE-*Company Name*–Vol III–Tech7-CMP
 - 14873-UA/BE-*Company Name*–Vol III–Tech8-ILS
 - 14873-UA/BE-*Company Name*–Vol III–Tech9-QP
 - 14873-UA/BE-*Company Name*–Vol III–Tech10-SupCase
 - 14873-UA/BE-*Company Name*–Vol III–Tech11-Training

3.3.4. “*Company Name*” – In the subject line of the email, and in the names of the individual files, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company’s name is “Computer and Technology Research Company”, the company name could be shorted to *CTRC* in the email and file names.

3.4. Volume I: Bid Administration

3.4.1. This volume is comprised of:

- All of the required certificates submitted as a consolidated PDF file;
- One electronic copy of the Bid Guarantee provided with the bid as well as directly to:

NCIAFinanceTreasuryBankGuarantee@ncia.nato.int

3.4.2. No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.4.3. The volume shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

3.4.3.1. Annex B-1 (Certificate of Legal Name of Bidder)

3.4.3.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)

3.4.3.3. Annex B-3 (Certificate of Independent Determination)

3.4.3.4. Annex B-4 (Certificate of Bid Validity)

3.4.3.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges)

3.4.3.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions)

3.4.3.7. Annex B-7 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.

3.4.3.8. Annex B-8 (Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent) with a copy of the relevant quality certification attached to it.

3.4.3.9. Annex B-9 (List of Prospective Subcontractors)

3.4.3.10. Annex B-10 (Bidder Background IPR)

3.4.3.11. Annex B-11 (List of Subcontractor and Third Party IPR)

3.4.3.12. Annex B-12 (Certificate of Origin of Equipment, Services, and Intellectual Property)

3.4.3.13. Annex B-13 (List of Proposed Key Personnel)

- 3.4.3.14. Annex B-14 (Certificate of Price Ceiling)
- 3.4.3.15. Annex B-15 (Disclosure of Involvement of Former NCI Agency Employment)
- 3.4.3.16. Annex B-16 (Code of Conduct: Post Employment Measures)
Please note this annex does not need to be signed; it is referenced in Annex B-15.

3.5. Volume II: Price

3.5.1. This volume is comprised of:

3.5.1.1. The completed Bidding Sheets Excel file provided with this IFB:

- For the Front-end User Applications bid: 03-IFB-CO-14873-INTELS2-UA Book I Bidding Sheets

Or

- For the Back-end Services bid: “04-IFB-CO-14873-INTELS2-BE Book I Bidding Sheets

3.5.1.2. The Offer Summary sheet from the Bidding Sheets, provided as a one-page PDF file.

3.5.2. The Schedule of Supplies and Services Excel files will be completed by the Purchaser prior to contract award and does not need to be completed as part of the Bid.

3.5.3. General Rules

3.5.3.1. The total prices of each bid shall not exceed the ceilings stated below. Bids submitted in excess of this ceiling may be determined to be non-compliant and eliminated from further consideration. These ceilings do not include the maximum 5% incentive fee.

3.5.3.1.1. For the User Applications bid (IFB-CO-14873-INTELS2-UA) Bidders are advised that the total price shall not exceed a ceiling of EUR 17,510,454 for the entire contract – the development phase in CLINs 1–4 as well as the optional five years of O&M support in CLIN 5. This does not include the incentive fee.

3.5.3.1.2. For the Backend Services bid (IFB-CO-14873-INTELS2-BE) Bidders are advised that the total price shall not exceed a ceiling of EUR 23,178,132 for the entire contract – the development phase in CLINs1-5 as well as the optional five years of O&M support in CLIN 6. This does not include the incentive fee.

3.5.3.2. Bidders shall prepare their Price Volume by completing the Bidding Sheets referenced in Section A-3 and/or Section A-4 in accordance with the instructions specified in Annex A.

3.5.3.3. The structure of the Bidding Sheets shall not be changed, other than as indicated in these instructions, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not

limited to those expressed in the SOW and the System Requirement Specification (SRS).

- 3.5.3.4. Bidders shall not change the amount of the 5% incentive. This is a mandatory part of the bid.
- 3.5.3.5. With the exception of any pre-populated Not-to-Exceed amounts, Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.
- 3.5.3.6. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
- 3.5.3.7. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.3.8. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
 - 3.5.3.8.1. The currency is of a "Participating Country" in the project, and
 - 3.5.3.8.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.3.9. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.3.10. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.3.11. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS ® 2010.

- 3.5.3.12. The Bidder's attention is directed to the fact that the Price Volume shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.6. Volume III: Technical

- 3.6.1. This volume is submitted as eleven (11) separate documents (or more, in the event a document must be split into multiple files), as listed in Section 3.3.3.3, which contain all of the various parts described in this section.
 - 3.6.1.1. Part 1: Engineering Proposal, as described in section 3.6.4.
 - 3.6.1.2. Part 2: Management Proposal, as described in section 3.6.5.
 - 3.6.1.3. Part 3: Supportability Proposal, as described in section 3.6.6.
- 3.6.2. No information disclosing or contributing to disclose the bid price shall be made part of the Technical Volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.6.3. “Arial” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.6.4. PART 1: ENGINEERING SECTION
 - 3.6.4.1. The Engineering Proposal shall include:
 - 3.6.4.2. For each Work Package of the Contract (excluding the optional 3rd and 4th level SW Maintenance and Support WP) a Draft Delivery Plan that includes the Solution Description Document (SDD).
 - 3.6.4.2.1. The Bidder shall provide a draft Solution Description Document (SDD) in accordance with SOW section 2.5.3.2 that is enabling evaluation against criteria in section 4.5.2.1 (Note: Service Specifications are not requested).
 - 3.6.4.2.2. **For IFB-CO-14873-INTELFSS2-UA only:** the Bidder shall in the draft SDD include User Interface (UI) wireframes or mock-ups for the BMD JIPOE Application, the Analysis Application, Collection Requirements Management Application, and the Collection & Exploitation Planning Application.
 - 3.6.4.2.3. **For IFB-CO-14873-INTELFSS2-BE only:** the Bidder shall in the draft SDD describe the approach to be used for round-trip engineering to ensure consistency between the information model, the source code, and domain values.
- 3.6.5. PART 2: MANAGEMENT SECTION
 - 3.6.5.1. The Management Proposal shall include:
 - 3.6.5.2. Bidder Qualifications

- 3.6.5.2.1. The Bidder shall provide sufficient documentation on the Bidders Qualifications enabling evaluation against the criteria in section 4.5.3.4.
- 3.6.5.3. Draft Project Management Plan (PMP)
- 3.6.5.3.1. The Bidder shall provide a draft PMP in accordance with SOW Section 2.5.2.1 (please note that **all** information as defined by the SOW for the PMP shall be provided).
- 3.6.5.3.2. The Bidder shall provide proof of the Bidder's premises being authorized and certified to handle information (physically and electronically) at the NATO Restricted level.
- 3.6.5.4. Initial Risk Register
- 3.6.5.4.1. The Bidder shall provide an initial Risk Register for the project in accordance with SOW Section 2.5.2.2, where identified risks shall be properly described and processed (i.e. all relevant/ feasible information for the risk shall be provided in the Risk Register).
- 3.6.5.5. Basis of Estimate (BOE)
- 3.6.5.5.1. The purpose of the BOE is to enable the Purchaser to accurately validate the Management Proposal outside the Price Evaluation Process.
- 3.6.5.5.2. The Bidder shall provide a BOE for all Work Packages in the respective Contract (including BOE for the Optional 3rd and 4th level SW Maintenance and Support Work Package) that enables evaluation against the criteria in section 4.5.3.7.
- 3.6.5.5.3. The BOE shall solely provide level of effort estimates.
- 3.6.5.5.4. The BOE breakdown in accordance with the Bidding Sheet shall be all encompassing (include all efforts in delivering the deliverables). I.e. the effort estimates shall be directly correlated with the cost of the deliverables and once given the correlation factor it shall be possible to calculate the price of the deliverables.
- 3.6.5.5.5. The BOE shall not reveal any pricing information; e.g. the BOE shall not include cost per function point, or unit labour rates, or the above-mentioned correlation factor, etc.
- 3.6.6. PART 3: SUPPORTABILITY
- 3.6.6.1. Draft Configuration Management Plan
- 3.6.6.1.1. The Bidder shall provide a draft Configuration Management Plan (CMP) in accordance with SOW section 2.5.2.4 that enables evaluation against criteria in section 4.5.4.3.

- 3.6.6.2. Draft and General Integrated Logistic Support (ILS) Plan
 - 3.6.6.2.1. The Bidder shall provide a draft ILS Plan in accordance with SOW section 2.3.2, including an initial Logistics Support Analysis (LSA), that enables evaluation against the criteria in section 4.5.4.4.
- 3.6.6.3. Draft Support Case
 - 3.6.6.3.1. The Bidder shall provide a draft Support Case in accordance with SOW section 2.3.4.3 that enables evaluation against criteria in section 4.5.4.5.
- 3.6.6.4. Draft Training Plan
 - 3.6.6.4.1. The Bidder shall provide a draft Training Plan in accordance with SOW section 2.3.5.1 that enables evaluation against criteria in section 4.5.4.6.
- 3.6.6.5. Draft Quality Plan
 - 3.6.6.5.1. The Bidder shall provide a draft Quality Plan (QP) in accordance with SOW section 2.2 that enables evaluation against criteria in section 4.5.4.7.

3.7. Bidder's Checklist

- 3.7.1. The tables below provide an overview of all items to be delivered by the Bidder as part of this bid. Bidders are invited to use these tables to verify the completeness of their proposal.

Volume 1: Bid Administration

	Item	Format
1	Annex B-1: Certificate of Legal Name of Bidder	One PDF file
2	Annex B-1: Acknowledgment of Receipt of IFB Amendments	
3	Annex B-3: Certificate of Independent Determination	
4	Annex B-4: Certificate of Bid Validity	
5	Annex B-5: Certificate of Exclusion of Taxes, Duties, and Charges	
6	Annex B-6: Comprehension and Acceptance of Contract Special and General Provisions	
7	Annex B-7: Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements	
8	Annex B-8: Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent	
9	Annex B-9: List of Prospective Sub-Contractors	
10	Annex B-10: Bidder Background IPR	
11	Annex B-11: List of Subcontractor and Third Party IPR	
12	Annex B-12: Certificate of Origin of Equipment, Services, and Intellectual Property	
13	Annex B-13: List of Proposed Key Personnel	
14	Annex B-14: Certificate of Price Ceiling	
15	Annex B-15: Disclosure of Involvement of Former NCI Agency Employment	
16	Annex B-16: NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures Information only. Not required to be submitted	
17	Annex C: Bid Guarantee	One copy as a PDF file; also submitted as required in 3.2.1

Volume 2: Price

	Item	Format
1	Completed Bidding Sheets, contained in: 03_IFB-CO-14873-INTELFSS2-UA or 04_IFB-CO-14873-INTELFSS2-BE Book I Annex A – Bidding Sheets.xlsx	One copy of the full and complete price volume shall be in MS Excel format, which can be manipulated (i.e. not an image)
2	Offer Summary sheet from the Bidding Sheets file	One PDF copy of only the Offer Summary sheet

Volume 3: Technical

	Item	Format
1	Engineering Section	
	a. Draft Delivery Plans for all Work Packages	One PDF file
	b. Solution Description Document (SDD) for all Work Packages	One PDF file

2	Management Section	
	a. Bidder Qualifications	One PDF file
	b. Draft Project Management Plan (PMP)	One PDF file
	c. Initial Risk Register	One MS Excel file
	d. Basis of Estimate (BOE)	One MS Excel file
3	Supportability Section	
	a. Draft Configuration Management Plan	One PDF file
	b. Draft and General Integrated Logistic Support (ILS) Plan	One PDF file
	c. Draft Support Case	One PDF file
	d. Draft Training Plan	One PDF file
	e. Draft Quality Plan	One PDF file

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2. All bids will be evaluated solely using the formula, evaluation criteria and factors contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3. The evaluation of bids and the determination as to the Best Value Score will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in Book I, Section 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as its approach and methodologies.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to his price quotation at any time.
- 4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed subcontractors.
- 4.1.7. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4-D(2008)0002-REV2, "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology", with the exception described in paragraph 4.3.1.2. The bid evaluation methodology to be followed,

including the top-level evaluation criteria and their weighting factors, were agreed by the Host Nation.

4.2. Best Value Award Approach and Bid Evaluation Factors

4.2.1. The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the Best Value to NATO, as evaluated by the Purchaser in compliance with the requirements of this IFB and according to the evaluation method specified in this section.

4.2.2. The top level criteria are 60% Technical and 40% Price.

4.2.3. Technical Scoring

4.2.3.1. The 2nd level criteria for the technical evaluation are:

4.2.3.1.1. Engineering (E): 50% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in section 4.5.2.

4.2.3.1.2. Management (M): 30% weight, based on the criteria listed in order of descending importance in section 4.5.3.

4.2.3.1.3. Supportability (S): 20% weight, based on the criteria listed in order of descending importance in section 4.5.4.

4.2.3.2. The Technical Score will be calculated using the following formula:

$$TS = (50\% * \text{Engineering Score}) + (30\% * \text{Management Score}) + (20\% * \text{Supportability Score})$$

4.2.4. Price Scoring

4.2.4.1. The Price Score (PS) will be calculated using the following formula:

$$PS = 100 * (1 - (\text{Bid Price} / (2 * \text{Average Bid Price})))$$

4.2.4.2. The “Bid Price” and the “Average Bid Price” will be calculated based on the sum of the proposed prices as defined in section 4.6.4.2.

4.2.4.3. Only those bids evaluated as compliant in both the Administrative and Technical evaluations will be used in the calculation of the Price Score. Therefore, the price scores cannot be calculated until after the technical evaluations are complete.

4.2.4.4. Bidders shall note that any Bid in excess of the stated ceiling price set forth in paragraph 3.5.3.1 may not be scored as the Bid may be determined to be non-compliant.

4.2.5. Best Value Final Scoring

- 4.2.5.1. The Best Value final score (FS) will be the sum of the weighted Technical Score (TS) and weighted Price Score (PS), according to the following formula:

$$FS = (TS*60\%) + (PS*40\%)$$

- 4.2.5.2. The maximum possible Best Value Score is 100. The Bid with the highest Best Value Score will be recommended to be the Apparent Successful Bidder.

- 4.2.6. A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the Purchaser staff beyond the originator and the Chairman of the Contracts Award Board, who are not evaluators within the framework of this IFB or in any manner or form are made privy of evaluation information throughout the course of the evaluation process. The weighting scheme remains sealed until Step 4 of the evaluation process, described in paragraph 4.7.

4.3. Evaluation Procedure

- 4.3.1. The evaluation will be done in a three-step process, as described below:

4.3.1.1. Step 1: Administrative Compliance

- 4.3.1.1.1. Bids received will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.3.1.2. Step 2: Parallel Technical and Price Evaluations

- 4.3.1.2.1. In Step 2, the Technical and Price evaluations will be performed in parallel. That is, independent teams of evaluators will evaluate the bids as described in Sections 4.5 and 4.6 at the same time, instead of waiting for the technical evaluations to be completed before opening the price volumes. However, the final price scores cannot be calculated until after the technical evaluations are complete, since the price score only includes those proposals evaluated as technically compliant.

- 4.3.1.2.2. Bidders are advised that, since the evaluations are being conducted in parallel, they should not assume that they have been evaluated as technically compliant if they receive a clarification request regarding the Price volume.

4.3.1.2.2.1 Step 2A: Technical Evaluation

- 4.3.1.2.2.1.1 The Technical volumes will be evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.3 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.
- 4.3.1.2.2.1.2 Bidders are advised that any Bid whose Technical Proposal receives a score of less than 20% of the total unweighted raw score possible in any of the sub-criteria listed in Section 4.5 of this document may be determined by the Purchaser to be non-compliant and not considered for further evaluation.
- 4.3.1.2.2.2 Step 2B: Price Evaluation
- 4.3.1.2.2.2.1 The Price volumes will be opened and evaluated in accordance with section 4.6.
- 4.3.1.2.2.3 Step 3: Determination of Apparent Successful Bidder
- 4.3.1.2.2.3.1 Upon completion of the Technical and Price evaluations, the scores of the Bids considered to be technically compliant will be calculated. The Apparent Successful Bid will be determined in accordance with paragraph 4.7.

4.4. Evaluation Step 1 - Administrative Compliance

- 4.4.1. Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Bid Administration Volume. The evaluation of the Bid Administration Volume will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a Bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:
- 4.4.1.1. The Bid was received by the Bid Closing Date and Time,
- 4.4.1.2. The Bid is packaged and marked properly,
- 4.4.1.3. The Bid Administration Volume contains the documentation listed in paragraph 3.3.1 and complies with the formal requirements established in paragraph 3.1.
- 4.4.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
- 4.4.1.5. **Receipt of an unreadable electronic bid.** If a bid received by email is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO immediately shall notify

the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

- 4.4.1.5.1. Of the content of the bid as originally submitted; and,
- 4.4.1.5.2. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.4.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.4.3. Bids that are determined to be administratively compliant will proceed to Step 2A, Technical Evaluation, and Step 2B, Price Evaluation.
- 4.4.4. Notwithstanding paragraph 4.4.3, if it is later discovered in the evaluation of the Bid Administration Volume, Technical Volume or the Price Volume that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bbd at the point in time of discovery.

4.5. Evaluation Step 2A – Technical Evaluation

- 4.5.1. The Technical Proposal will be evaluated against the criteria set forth in this section. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this IFB but are predetermined and included in the Technical Evaluation Weighting Scheme sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the Technical Proposal evaluation and rating.
- 4.5.2. PART 1: ENGINEERING
 - 4.5.2.1. The criteria used to evaluate Part 1, Engineering are listed in descending order of importance.
 - 4.5.2.2. The criteria of high importance will have higher weighting factors than the criteria of lower importance.
 - 4.5.2.2.1. The draft SDD provides information on the proposed solution to a level of detail that enables the Purchaser to assess the solution's feasibility and ability to fulfil the requirements as defined by the SRS.
 - 4.5.2.2.2. The proposed solution describes a solution architecture that addresses, and fulfils, the non-functional requirements (NFR) as defined in the SRS. The compliance with the NFRs are individually assessed and justified through the solution design.

- 4.5.2.2.3. For **IFB-CO-14873-INTELFIS2-BE**: The draft SDD demonstrates a sound approach to round-trip engineering and synchronizing of the SW implementation (source code) with the maintenance of the Information Model; ideally by implementing an automatic forward-transformation from the Information Model to solution artefacts (source code, database mapping, application programming interface (API), etc.).
- 4.5.2.2.4. For **IFB-CO-14873-INTELFIS2-BE**: The draft SDD describes how the proposed solution to the maximum extent possible/ practicable will make use of the services provided by the Bi-SC AIS SOA Platform including:
- Identity and Security Services
 - Integration Services with reference to the platform integration domain specific language (DSL) based on the well-known Enterprise Application Integration Patterns
 - Hosting Services to include a description of the proposed level of hosting, scheduling, elasticity, etc.
 - Service Management and Control services including logging, alerting, log aggregation/ analytics, reporting, monitoring and message tracking.
 - Platform services for realization of Non-Functional Requirements with particular emphasis on Performance, Scalability, Reliability, Resilience, Continuity of Service, Disaster Recovery and Availability
- 4.5.2.2.5. For **IFB-CO-14873-INTELFIS2-UA**: The proposed solution includes off-the-shelf and high-performance UI components with rich functionality for the Table View, Relationship View, Gantt View, and Chart View delivering to the maximum extent off-the-shelf implementation of functionality as defined by SRS chapter 2, and where these UI components can be integrated into an Angular 9 (or higher) framework
- 4.5.2.2.6. For the **IFB-CO-14873-INTELFIS2-UA**: UI mock-ups/ wireframes are provided for the BMD JIPOE Application, the Analysis Application (with a detailed elaboration of the visual Graph Query Builder), Collection Requirements Management Application, and the Collection & Exploitation Planning Application. The UI mock-ups/ wireframes demonstrates a good understanding of the functionality to be implemented within these four applications, and the described UI is compliant with the general UI requirements in SRS chapter 2.
- 4.5.2.2.7. For **IFB-CO-14873-INTELFIS2-BE**: The proposed solution describes a sound approach to eventual consistency in a distributed (multi-instance) environment configuration (i.e. in a high availability and robustness configuration).
- 4.5.2.2.8. The proposed solution demonstrates that the Bidder's technology choices have taken the risk of technology obsolescence, technology proliferation and life-cycle supportability into consideration.

- 4.5.2.2.9. The draft SDD describes a sound approach to Continuous Integration (CI) and Continuous Delivery (CD) adapted for the capability to be delivered and for usage within the NATO Software Factory. The SDD describes what type of tests will be automated, and how the automated tests will be implemented, as well as how the reporting of such tests will be automated.
- 4.5.2.2.10. The draft SDD demonstrates an approach to the software development that will ensure a high degree of test automation (e.g. using behaviour driven development (BDD) and/ or Acceptance Test Driven Development (ATDD) methodologies).
- 4.5.2.2.11. For **IFB-CO-14873-INTELFS2-UA**: The proposed solution does not introduce any backend processing services and is implemented fully as a browser-based client application. The only exceptions from this rule will be the User Management Application where server side functionality might be required, and the maintenance of the INTEL-FS Spiral 1 legacy backend in Phase 1.
- 4.5.2.2.12. The draft SDD elaborates all fundamental solution decisions in accordance with the requirements defined in SOW section 2.5.3.2.
- 4.5.2.2.13. For any COTS and FOSS components and libraries used in the solution the SDD provides details on Vendor Name, Product Name, SW version, and lifecycle cost and constraints (license/ subscription fee, licence type, etc.)
- 4.5.2.2.14. The draft Delivery Plan (one for each work package) includes a draft Work Breakdown Structure (WBS) with a schedule in accordance with SOW Section 2.5.3.1 for the full scope of the project (excluding the optional WP for 3rd and 4th level Maintenance and Support). I.e. identifying start and end date for each of the increments in the work package, and identifying the deliverables allocated to increments.
- 4.5.2.2.15. The format and content of the draft SDD complies with the requirements defined in SOW section 2.5.3.2, and contains a confirmation that all requirements of the SRS are met by the proposed solution (Note: service specification, if applicable for the solution, are not expected for the draft SDD).
- 4.5.3. PART 2: MANAGEMENT
 - 4.5.3.1. The criteria used to evaluate Part 2, Management are listed in descending order of importance.
 - 4.5.3.2. Within those criteria, all of the sub-criteria are also listed in order of descending importance.
 - 4.5.3.3. The criteria of high importance will have higher weighting factors than the criteria of lower importance.
 - 4.5.3.4. Bidder Qualifications

- 4.5.3.4.1. The Bidder demonstrates strong experience in the area of design, delivery, implementation and support of similar software-based systems.
- 4.5.3.4.2. The Bidder demonstrates that the members of its project technical and implementation team possess strong education, experience and qualifications directly relevant to the needs of this Contract and in accordance with the SOW Section 3.1.
- 4.5.3.4.3. The Bidder demonstrates that its Project Manager, Quality Assurance Manager, and Configuration Manager possess strong education, experience and qualifications in accordance with the SOW Section 2.1.1.
- 4.5.3.4.4. The Bidder provides resumes (2-page limit per resume) of the individuals designated as Key Personnel in Contract Special Provision Annex B.
- 4.5.3.4.5. The Bidder provides two relevant examples (2 pages max each) including a description of the solution deployed/delivered, the expertise/experience highlighting similarities to the bid solution; the purchaser(s) of these systems; the user(s) of these systems; the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.
- 4.5.3.5. Draft Project Management Plan (PMP)
 - 4.5.3.5.1. The proposed project organization and project management methodology (for Agile execution) and control processes demonstrate Bidder's ability to implement the entire project in conformance with the requirements as specified in the SOW.
 - 4.5.3.5.2. The scope of work to be performed by the prime contractor versus subcontractors is clearly defined.
 - 4.5.3.5.3. The Bidder has provided proof of the Bidder's premises being authorized and certified to handle information (physically and electronically) at the NATO Restricted level.
 - 4.5.3.5.4. The Draft PMP is in accordance with the SOW requirements.
- 4.5.3.6. Initial Risk Register
 - 4.5.3.6.1. The initial Risk Register level does not raise concerns. The risk level is not too high (this could indicate that the Bidder will not be able to deliver). The Bidder is taking ownership of the risks instead of making NATO responsible for the majority of them.
 - 4.5.3.6.2. The initial Risk Register contains a set of probable risks that demonstrates that the Bidder has a good understanding of the complexities and dependencies inherent in the project.

- 4.5.3.6.3. The risks in the initial Risk Register are all properly addressed with a risk identifier, description of the risk, impact analysis, probability assessment, mitigation measures, risk owner, etc.
- 4.5.3.7. Basis of Estimate (BOE)
 - 4.5.3.7.1. The BOE provides realistic effort and duration estimates for all of the deliverables in the Bidding Sheet to demonstrate a good understanding of the complexity and level of effort of work to be conducted.
 - 4.5.3.7.2. The BOE provides level of effort estimates for all of the deliverables as defined in the Bidding Sheet.
 - 4.5.3.7.3. The BOE provides estimates of the duration for all of the deliverables as defined in the bidding sheet.
- 4.5.4. PART 3: SUPPORTABILITY
 - 4.5.4.1. The criteria used to evaluate Part 3, Supportability, are listed in descending order of importance.
 - 4.5.4.2. Within those criteria, all of the sub-criteria are also listed in order of descending importance.
 - 4.5.4.3. Draft Configuration Management Plan (CMP)
 - 4.5.4.3.1. The CMP demonstrates that the CM function is properly resourced, and organized with well-defined roles and responsibilities in accordance with SOW 2.5.2.4.
 - 4.5.4.3.2. The CMP details the Configuration Management Database (CMDB) solution and demonstrates that the CMDB solution will fulfil the requirements defined in SOW 2.1.5.1.
 - 4.5.4.3.3. The CMP is compliant with "*ACMP-2009-SRD-41: Examples of CM Plan Requirements, Edition A, Version 1, March 2017, NATO Standardization Office (NSO)*" in format and content, and clearly identifies requirements that the bidder deems not applicable to this contract as not applicable (N/A). Note: there should not be many such N/A requirements.
 - 4.5.4.3.4. The CMP has been tailored to address the Agile character of this project execution.
 - 4.5.4.3.5. The CMP identifies and defines all top-level configuration items (CI) to be delivered under this Contract and where these top-level CIs are traced to deliverables as defined in the SSS.
 - 4.5.4.3.6. The CMDB solution as described in the CMP includes integration with the NATO Software Factory tooling and support DevOps

practices (e.g. including deployment configurations and automated deployment scripts as Configuration Items).

4.5.4.3.7. The CMP includes a proposed ECP format that has been tailored to Agile project execution.

4.5.4.3.8. The CMP includes a proposed format for Request for Deviation/ Request for Waiver that is suitable for use in the Contract.

4.5.4.4. Draft and General Integrated Logistic Support (ILS) Plan

4.5.4.4.1. The draft Integrated Logistics Support Plan is provided in accordance with the SOW requirements in Section 2.3 including the required sub-sections and content with sufficient details to demonstrate the Bidder's ability to perform the ILS activities.

4.5.4.4.2. The Bidder demonstrates its understanding and compliance with all the SOW requirements by creating appropriate subsections and detailing the requirements with actual proposed activities.

4.5.4.4.3. The Bidder provides a detailed approach for the Design Influence (RAMT and LSA) areas for the actual analyses, documenting the analysis, tools, skills and relation with SRS and design in general.

4.5.4.4.4. The Bidder details the different Maintenance and Support Levels, the interfaces between these different levels, maintenance and support environment, constraints, locations, procedures, artefacts, organisation, personnel skills, related ITIL processes and responsibilities between different parties to maintain the delivered baselines of the system in different phases of the lifecycle, as defined in SOW Section 2.3.

4.5.4.4.5. The Bidder details its approach for the warranty and optional support requirements, details the activities based on each party's responsibilities including the proposed services, response times, organization and planning in accordance with the SOW requirements in Section 2.3.

4.5.4.4.6. The Bidder demonstrates that all ILS activities and milestones are integrated into the project delivery schedules.

4.5.4.5. Draft Support Case

4.5.4.5.1. The Bidder provides a draft Support Case, as detailed in SOW Section 2.3.4.3. The Support Case shall provide sufficient details to show the Bidder's approach and capability to perform the required LSA and RAMT studies, including how the proposed design shall take the SOW and SRS RAMT requirements into consideration.

4.5.4.5.2. The Bidder demonstrates its understanding and compliance with the Support Case requirements by creating appropriate subsections and detailing the requirements with actual proposed activities to

show the Bidder's approach and capability to perform the required LSA and RAMT studies, including how the proposed design shall take the SOW and SRS RAMT requirements into consideration.

4.5.4.6. Draft Training Plan

- 4.5.4.6.1. The draft Training Plan defines the training courses that will be delivered and how these courses will be conducted in accordance with Section 2.3.5.1 of the SOW.
- 4.5.4.6.2. The Bidder demonstrates its understanding and compliance with Training Program requirements by explaining how the Bidder will schedule, resource and manage the various training requirements (training schedule, training courses and material, training tools, media, training personnel, training reviews, meetings, assessment, evaluation and reporting) starting from the contract award until the acceptance.

4.5.4.7. Draft Quality Plan

- 4.5.4.7.1. The Draft Quality Plan (QP) demonstrates that the Quality management processes are in place for the project, in accordance with the requirements defined by AQAP-2110.
- 4.5.4.7.2. The Draft QP demonstrates that the Quality Assurance Manager has sufficient responsibility, authority, organisational freedom and independence to review and evaluate activities, identify problems and initiate or recommend appropriate corrective action.

4.6. Evaluation Step 2B – Price Evaluation

- 4.6.1. As stated in Section 4.3.1.2, the Price evaluation will be done in parallel to the Technical evaluation.
- 4.6.2. The Bidder's Price Quotation will be first assessed for compliance against the following standards:
 - 4.6.2.1. For IFB-CO-14873-INTELF2-UA the total amount of the bid (inclusive of all work packages for the basic contract and all option years) shall not exceed a ceiling of EUR 17,510,454. This amount does not include the incentive.
 - 4.6.2.2. For IFB-CO-14873-INTELF2-BE the total amount of the bid (inclusive of all work packages for the basic contract and all option years) shall not exceed a ceiling of EUR 23,178,132. This amount does not include the incentive.
 - 4.6.2.3. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A.

- 4.6.2.4. Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
- 4.6.2.5. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.6.5.
- 4.6.3. A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.6.4. Basis of Price Comparison
- 4.6.4.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.6.4.2. The **Evaluated Bid Price** to be inserted into the formula specified at paragraph 4.2.4.1 will be derived as follows:

- For IFB-CO-14873-INTELFIS2-UA User Applications: The sum of the Firm Fixed Prices proposed for CLINs 1-5 as detailed below:

CLIN Number	CLIN Name
1.0	Externalized User Account Management
2.0	Upgrade existing User Interfaces (UI) and add UI for BMD OPFOR ORBAT Management
3.0	New User Interfaces
4.0	Full integration with new backend API
5.0	3rd Level Support (SW Corrective Maintenance)

- For IFB-CO-14873-INTELFIS2-BE Backend Services: The sum of the Firm Fixed Prices proposed for CLINs 1-6 as detailed below:

CLIN Number	CLIN Name
1.0	Backend services - Phase 1
2.0	Backend services - Phase 2
3.0	System Administration (SysAdm) tool
4.0	Integration services - I2BE source
5.0	Integration services – I2BE destination
6.0	3rd Level Support (SW Corrective Maintenance)

4.6.5. Price Balance and Realism

- 4.6.5.1. In those cases in which the prices quoted in relation with this Invitation for bid appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request

the Bidder clarifications aimed to demonstrate the rationale for such circumstances.

- 4.6.5.2. Indicators of an unrealistically low bid may be the following, amongst others:
 - 4.6.5.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.
 - 4.6.5.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
 - 4.6.5.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.5.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following bases:
 - 4.6.5.3.1. An error was made in the preparation of the price quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition or accept the Contract at the offered price, or to withdraw from the competition.
 - 4.6.5.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
 - 4.6.5.3.3. The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.5.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.6.5.3.1 above

and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

- 4.6.5.5. If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.6.5.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.6.5.3.3 above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.5.6. If the Bidder presents a convincing rationale pursuant to paragraph 4.6.5.3.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.
- 4.6.5.7. The Agency reserves the right to request prime contractors or the subcontractors to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as: 1) catalogue price lists and any applicable discounts, 2) copies of the Subcontractor's orders from others for the same or similar items, including explanations for cost variations, 3) Subcontractor's internal cost estimate, or documentation of whatever means the Subcontractor used to arrive at the charge.
- 4.6.6. Once the offered prices as described in paragraph 4.6.4.2 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 above will be applied to derive the Price Score of each Bid.

4.7. Evaluation Step 3 – Calculation of Best Value Scores

- 4.7.1. Upon conclusion and approval of the Technical Evaluation and Price Evaluation results, the pre-determined weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each Bid.
- 4.7.2. The highest scored Bid will be recommended as the Apparent Successful Bid.
- 4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point (1.0) of each other. (For example, final scores of 67.30 and 68.30 are within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a tie.) The

Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.

- 4.7.4. Prior to confirmation of award, the Purchaser shall invite the Bidder with the Apparent Successful Offer to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the IFB documents, any remaining topics and results in the preparation of the final contract documents.
- 4.7.5. Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final Bid compliance will be noted.
- 4.7.6. The Purchaser will deliver the final set of contract documents to the Bidder for their signature. Upon the Purchaser's countersignature of those contract documents, the contract shall be considered to be in effect.

Annex A Bidding Sheets

A-1 Introduction

1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the bid pricing requirements included in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

A-2 General Requirements

1. Bidders are required, in preparing their Price Volume to utilise the electronic files provided as part of this IFB and referenced in Annex A-3 and/or A-4.
2. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
5. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and National sites and Contractor facilities.
6. Should the Apparent Best Value Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
7. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.
8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.6. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

A-3 Bidding Sheets for Front-end User Applications Bid

1. Bidders are required, in preparing their Price Volume to utilise the correct electronic Bidding Sheets file provided as part of this IFB. For the Front-end User Applications bid, this is:

“03_IFB-CO-14873-INTELFIS2-UA Book I Bidding Sheets I2UA.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB.

A-4 Bidding Sheets for Back-end Data Management Bid

1. Bidders are required, in preparing their Price Volume to utilise the correct electronic Bidding Sheets file provided as part of this IFB. For the Back-end Data Management bid, this is:

“04_IFB-CO-14873-INTELFIS2-BE Book I Bidding Sheets I2BE.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB.

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2.**Acknowledgement of Receipt of IFB
Amendments**

I confirm that the following amendments to Invitation for Bid CO-14873-INTELFIS2 have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issued	Date of receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of IFB-CO-14873-INTELFS2. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4. Certificate of Bid Validity

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-5. Certificate of Exclusion of Taxes, Duties and Charges

I hereby certify that the prices offered in the price quotation of this Bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

Date

Signature of Authorised Representative

Printed Name

Title

Company

**Annex B-6. Comprehension and Acceptance of Contract
Special and General Provisions**

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

**ANNEX B-7. Disclosure of Requirements for NCI Agency
Execution of Supplemental Agreements**

I, the undersigned, as an authorised representative of _____, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify "none")

Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s).

We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted Bid to be non-compliant with the requirements of the IFB;

We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8.**Certificate of Compliance AQAP 2110 or ISO
9001:2015 or Equivalent**

I hereby certify that _____ (name of Company) possesses and applies Quality Assurance Procedures/Plans AQAP 2110 or ISO 9001:2015 or equivalent as evidenced through the attached documentation¹.

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidders must attach copies of any relevant quality certification.

Annex B-9. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ²	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

² Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-10. Bidder Background IPR

I, the undersigned, as an authorised representative of Bidder _____, warrant, represent, and undertake that:

- a. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.
- c. The Background IPR stated above complies with the terms specified in Article 8 of the Contract Special Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. List of Subcontractor and Third Party IPR

I, the undersigned, as an authorised representative of Bidder _____, warrant, represent, and undertake that:

- a. The Subcontractor and/or IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

OWNER OF IPR (Source/Company)	ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor's obligations under the Contract.
- c. The Subcontractor and/or Third Party IPR stated above complies with the terms Clause 30 the Contract General Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-12.**Certificate of Origin of Equipment, Services,
and Intellectual Property**

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, he will perform the Contract subject to the following conditions:

(a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity); and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-13. List of Proposed Key Personnel

Key Personnel are not necessarily required to work full-time in that position. Therefore, it is possible for an individual to fill more than one Key Personnel role at the same time, assuming the person is qualified to perform both roles.

Note: “SW Architect” is a Key Personnel for IFB-CO-14873-INTEL-FS2-BE (Back-End) only.

Position	SOW Reference	Labour Category	Name	Designation Period
Project Manager				
Quality Assurance Manager				
Configuration Manager				
Technical Lead				
SW Architect (Back-end only)				
Scrum Master				
Test Director				
Lead Software Developer 1				
Lead Software Developer 2				

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-14. Certificate of Price Ceiling

I hereby certify that the total price offered in the Price Volume of this Bid does not exceed the price ceiling provided in paragraph 3.5.3.1 of Book I:

- EUR 17,510,454, for the Front-end User Applications contract;
- EUR 23,178,132, for the Back-end Data Management contract.

Note: All prices, or supporting pricing information, shall be included in the Price Volume only. There shall be no pricing information disclosed in either the Bid Administration Volume or the Technical Volume.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-15. Disclosure of Involvement of Former NCI Agency Employment

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information being released to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that:

- ☐ Its personnel, at any tier, working as part of the company's team preparing the Bid have not held employment with NCI Agency within the last two years.
- ☐ It has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B-16 of this IFB):

Employee Name	Former NCI Agency Position	Current Company Position

The Bidder also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-16. NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

1. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
2. Former NCI Agency Personnel will not be accepted as consultants or commercial counterparts for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff members, agents or consultants of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a “temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
3. In addition to paragraph 2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency from engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the Agency Supervisory Board (ASB).
4. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities’ not-yet-authorized release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
7. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

Annex C Bid Guarantee – Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NATO CI Agency,
Financial Management Resource Centre,
Boulevard Leopold III,
B-1110 Brussels,
Belgium

Expiry Date: _____

Delete whichever paragraph 1 below does not apply.

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 130,000.00 (One Hundred and Thirty Thousand Euro) . We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-14873-INTELS2-UA dated _____.

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 170,000.00 (One Hundred and Seventy Thousand Euro) . We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-14873-INTELS2-BE dated _____.

2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NATO CI Agency Contracting Officer that:

a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn his Bid, or stated that he does not consider his Bid valid or agree to be bound by his Bid, or

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or

c) The NATO CI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or

d) The NATO CI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the

Performance Guarantee required under the terms of the Contract within the time frame required.

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.
4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NATO CI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.
5. We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NATO CI Agency by registered mail.
6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NATO CI Agency Contracting Officer which states

“The NATO CI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NATO CI Agency from, or on behalf of (NAME OF BIDDER), and the NATO CI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of € (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.
7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, "Drawn under {issuing bank} Letter of Credit No. {number}" and indicate the date hereof.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

Annex D Clarification Request Form

**INVITATION FOR BID
IFB-CO-14873-INTELS2**

CLARIFICATION REQUEST FORM

Delete whichever does not apply:

IFB-CO-14873-INTELS2-UA User Applications or IFB-CO-14873-INTELS2-BE Back-end Data Management

Company Name _____

Submission Date _____

ADMINISTRATION or CONTRACTING				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
A.1				
A.2				
A.3				
A.4				

Delete whichever does not apply:

IFB-CO-14873-INTELF52-UA User Applications or IFB-CO-14873-INTELF52-BE Back-end Data Management

Company Name _____

Submission Date _____

PRICE				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
P.1				
P.2				
P.3				
P.4				

Delete whichever does not apply:

IFB-CO-14873-INTELFs2-UA User Applications or IFB-CO-14873-INTELFs2-BE Back-end Data Management

Company Name _____

Submission Date _____

TECHNICAL				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
T.1				
T.2				
T.3				
T.4				