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Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

ΑΔΙΑΒΑΘΜΗΤΟ

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Βρυξέλλες, 24 Αυγούστου 2021

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Νίκης 4

ΘΕΜΑ: 3^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών, IFB-CO-115226-EBA R4, Διαγωνιστικής Διαδικασίας: «Replacement of MS EPM 2010»

1. Διαβιβάζεται, συνημμένως, 3^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών (Invitation For Bid/IFB) εν θέματι διαγωνιστικής διαδικασίας (ICB), εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.
2. Καταληκτική ημερομηνία υποβολής προσφορών ορίζεται η 22^α Σεπτεμβρίου τ.έ., 12:00 τ.ώ.
3. Ενδιαφερόμενες εταιρίες αναζητήσουν πληροφορίες μέσω καθοριζομένων σημείων επαφής (Point of Contact/POC, βλ. παρ. 7 τροποποίησης).
4. Παρακαλούμε για τις ενέργειές σας.

ΣΕΚΕΡΗΣ

Συν. Σελ: 81

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ

Η υπάλληλος της Μ.Α. ΝΑΤΟ

Αικατερίνη Νικάκη

Τμηματάρχης Α'

Ηλ. Διακ., Τηλεπικ. & Πληρ.



Acquisition Directorate

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NCIA/ACQ/2021/07154

19 August 2021

To : All Nominated Prospective Bidders
Subject : **INVITATION FOR BID IFB-CO-115226-EBA R4, AMENDMENT #3**

REPLACEMENT OF MS EPM 2010

Reference(s) : A. AC/4-D/2261 (1996 Edition)
B. NCI AGENCY IFB-CO-115226-EBA R4 issued 22 June 2021
C. Amendments 1 and 2 to Reference B issued 23 July and 02 August 2021

Dear Sir/Madam,

1. The purpose of this Amendment 3 is to:
 - a) Revise the IFB Bid Closing Date,
 - b) Issue revised IFB documents (Book I “Bidding Instructions” and Book II “Contract Special Provisions”).
2. In accordance with an official request for extension of the time limit for submission of bids in accordance with the Procedures for International Competitive Bidding AC/4-D/2261 (1996 Edition), paragraph 10 (b), sub-paragraphs (i), (ii) and (iv), the Book I, Part I, Bidding Instructions, Section 2, General Bidding Information, Para 2.3.1, is hereby revised as follows:

FROM:

*“All Bids shall be in the possession of the Purchaser on/or before 12:00 hours (Brussels Local Time) on **31 August 2021**, at which time and date bidding shall be closed.”*



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

www.ncia.nato.int

**TO:**

*“All Bids shall be in the possession of the Purchaser on/or before 12:00 hours (Brussels Local Time) on **22 September 2021**, at which time and date bidding shall be closed.”*

3. The extension of the Bid Closing Date signalled in Para 2 above has necessitated changes to the IFB bidding document at Book I, Bidding Instructions and is attached to this IFB Amendment 3 as Attachment 2 and replaces the original version in its entirety.
4. In addition, revised Book II Contract Special Provisions are hereby issued to correct an administrative oversight at clause 19, “*Security*”, to delete the requirement for the Contractor to hold a facility clearance. Bidders shall take note that Paras 19.5 and 19.10 of that clause have been deleted.
5. With the exception of the revisions mentioned above, all other IFB documents remain unchanged from their original version as issued on 22 June 2021 or as modified at IFB Amendment 1 or 2.
6. Prospective Bidders are advised that the NATO 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.
7. The NCI Agency points of contact for all information concerning this IFB are Mr. Peter Kowalski, Senior Contracting Officer, **and** Ms. Dorina Cani, Principal Contracting Assistant, who may be reached at Peter.Kowalski@ncia.nato.int **and** Dorina.Cani@ncia.nato.int.

For the Director of Acquisition

[Original Signed By]

Gael Craver
Principal Contracting Officer

Attachments: IFB Amendment 3

- 1) Revised Bidding Documents:
 - IFB Book I – Bidding Instructions
 - IFB Book II – Contract Special Provisions



Distribution List

Amendment 3 to IFB-CO-115226-EBA R4

All Nominated Prospective Bidders	1
 NATO Delegations (Attn: Infrastructure Adviser):	
Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1
 <u>Distribution for information</u>	
<u>NATO HQ</u>	
<u>NATO Office of Resources</u>	
Management and Implementation Branch – Attn: Branch Chief	1
<u>Director, NATO HQ C3 Staff</u>	1
 <u>NCI Agency – Internal Distribution</u>	
ACQ Director of Acquisition	1
ACQ Contract Award Board Administrator	1



ACQ Chief of Contracts	1
ACQ Principal Contracting Officer	1
ACQ Senior Contracting Officer	1
ACQ Principal Contracting Assistant	1
SSBA SL Chief	1
P3SM Project Manager	1
P3SM Project Manager	1
NSIP Liaison Office	1
Legal Office	1
Registry	1

NCI Agency – NATEXs

All NATEXs	1
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INVITATION FOR BID

AMENDMENT 3 TO

IFB-CO-115226-EBA R4

**Enterprise Business Applications (EBA)
Release 4 – Replacement of MS EPM 2010**

Book I-Bidding Instructions



Table of Contents

SECTION 1	INTRODUCTION	1
SECTION 2	GENERAL BIDDING INFORMATION	2
2.1.	DEFINITIONS	2
2.2.	ELIGIBILITY	2
2.3.	BID DELIVERY AND BID CLOSING	3
2.4.	LATE BIDS.....	3
2.5.	REQUESTS FOR EXTENSION TO THE BID CLOSING DATE	4
2.6.	PURCHASER POINT OF CONTACT	4
2.7.	REQUESTS FOR IFB CLARIFICATIONS	5
2.8.	REQUESTS FOR WAIVERS AND DEVIATIONS	5
2.9.	AMENDMENT OF THE IFB	6
2.10.	MODIFICATION AND WITHDRAWAL OF BIDS	6
2.11.	BID VALIDITY	7
2.12.	CANCELLATION OF THE IFB	7
2.13.	ELECTRONIC TRANSMISSION OF INFORMATION AND DATA.....	7
SECTION 3	BID PREPARATION INSTRUCTIONS	9
3.1.	GENERAL	9
3.2.	PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1).....	10
3.3.	PREPARATION OF THE PRICE PROPOSAL (PART 2)	11
3.4.	PREPARATION OF THE TECHNICAL PROPOSAL (PART 3).....	14
SECTION 4	BID EVALUATION	18
4.1.	GENERAL	18
4.2.	ADMINISTRATIVE CRITERIA	19
4.3.	PRICE CRITERIA.....	19
4.4.	TECHNICAL CRITERIA.....	22
ANNEX A	– BIDDING SHEETS	25
ANNEX B	- INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS.....	26
ANNEX C	– CERTIFICATES	28
ANNEX D	– CROSS-REFERENCE / COMPLIANCE TABLE	47
ANNEX E	– CLARIFICATION REQUEST FORMS.....	50
ANNEX F	– SCOPE OF THE TECHNICAL COMPLIANCE VERIFICATION DEMONSTRATION.....	53
ANNEX G	– REQUIREMENTS TRACEABILITY MATRIX	54

SECTION 1 INTRODUCTION

- 1.1 The purpose of this Invitation for Bid (IFB) is to develop, design and implement a robust Project, Portfolio, Programme and Service Management (P3SM) capability as an integrated component of the NCI Agency Enterprise Business Applications (EBA) suite. It consists of a Work Package covering the implementation and options for Operations and Maintenance support.
- 1.2 The Participating Countries for this IFB are listed in paragraph 2.1.5. The Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part III) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at the times and the place, stated in the prospective Contract.
- 1.3 The security classification of this IFB is “NATO UNCLASSIFIED”.
- 1.4 Basis of Award: The contract resulting from this IFB shall be awarded to the lowest priced technically compliant offer.
- 1.5 This IFB is issued and shall be conducted under the NATO Procedures for International Competitive Bidding, One-Step Procedure: Ref: AC/4-D/2261 (1996 Edition).
- 1.6 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in §2.6 of the Bidding Instructions entitled “Requests for IFB Clarifications”.
- 1.7 This IFB does not require Bidders to provide a Bid Guarantee with their offer.
- 1.8 The target date for Contract Award is December 2021.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. DEFINITIONS

- 2.1.1. The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2. The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.3. The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this IFB.
- 2.1.4. The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.
- 2.1.5. The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NORTH MACEDONIA, MONTENEGRO, NETHERLANDS, NORWAY, NORTH MACEDONIA, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6. The term “Purchaser” refers to the authority issuing the IFB and/or awarding the Contract (the NATO Communications and Information Agency, NCIA).
- 2.1.7. The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2. ELIGIBILITY

- 2.2.1. In accordance with the Notification of Intent to Invite Bids dated 03 November 2020, the implementation of this project shall be restricted to any one of the following products:
- 2.2.1.1. Change Point,
 - 2.2.1.2. Service Now,
 - 2.2.1.3. Planview,
 - 2.2.1.4. Planisware,
 - 2.2.1.5. SmartCore,
 - 2.2.1.6. Primavera.
- 2.2.2. Bids received not proposing the implementation of any one of the products

identified in Para 2.2.1 above shall be declared as non-compliant and dismissed from further consideration.

- 2.2.3. All contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.4. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.5. 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.
- 2.2.6. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.
- 2.2.7. 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 "Prime Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Prime 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 "Prime Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Prime 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.

2.3. **BID DELIVERY AND BID CLOSING**

- 2.3.1. All Bids shall be in the possession of the Purchaser on/or before 12:00 hours (Brussels Local Time) on **22 September 2021**, at which time and date bidding shall be closed.
- 2.3.2. Bids shall be delivered by electronic means **only and solely** to: IFB-CO-115226-EBA.Bids@ncia.nato.int
- 2.3.3. Bids submitted by means other than by email shall not be accepted.
- 2.3.4. Ensure your submission is not larger than 10 megabytes (MB) and without passwords, or file encryption of any kind. If your file is larger than 10 megabytes (MB), break the email into smaller files and send them individually. Example: (INSERT COMPANY NAME, IFB Number (IFB-CO-115226-EBA R4, Email 1 of xx, etc.).

2.4. **LATE BIDS**

2.4.1. Bids which are delivered to the Purchaser after the specified time and date set forth in paragraph 2.3.1 are "Late Bids" and shall not be considered for award. 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.

2.4.2. It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency's facility by electronic submission is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:

- (a) Of the content of the Quotation as originally submitted; and,
- (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4.3. Consideration of Late Bids: It is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified bid closing time. A late bid shall only be considered for award under the following circumstances:

2.4.3.1. A contract has not already been awarded pursuant to the Invitation for Bid, and,

2.4.3.2. The bid was sent **only** to the correct email specified in Section address specified in Section 2.3.2 and the delay was due solely to the fault of the Purchaser.

2.4.4. The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified bid closing date and time.

2.5. REQUESTS FOR EXTENSION TO THE BID CLOSING DATE

2.5.1. 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 2.6 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.

2.6. PURCHASER POINT OF CONTACT

2.6.1. The Purchaser Points of Contact (POC) for all information and questions/clarification requests concerning this Invitation for Bid is:

Ms. Dorina Cani and Mr. Peter Kowalski

E-mail: Dorina.Cani@ncia.nato.int and Peter.Kowalski@ncia.nato.int

- 2.6.2.** Bid Delivery: all bids shall be delivered by email as stated in paragraph 2.3.2. and **only** to that email address.

2.7. REQUESTS FOR IFB CLARIFICATIONS

- 2.7.1.** Bidders, during the solicitation period, are encouraged to seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.7.2.** All questions and requests for clarification shall be forwarded to the Purchaser via email to the email addresses given in § 2.6.1 using the Clarification Request Form template provided in Annex E. All questions and requests must reference the Section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the POCs specified in § 2.6 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 questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification as noted in §2.7.3.
- 2.7.3.** 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.
- 2.7.4.** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.7.5.** The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB, and may lead to a formal amendment to the IFB. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the IFB. Amendments to the language of the IFB included in the answers, and/or the formal IFB amendment, shall be incorporated by the Bidder in its offer.
- 2.7.6.** The Purchaser reserves the right to reject frivolous clarification requests determined by the Purchaser to be clearly devised or submitted for the purposes 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).

2.8. REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.8.1.** Bidders are informed that requests for alteration to, waivers of, or deviations

from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.

- 2.8.2.** Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in §2.7. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be considered by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9. AMENDMENT OF THE IFB

- 2.9.1.** The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the “*Acknowledgement of Receipt*” (Annex C-6) which the Bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in §2.7 or may be an independent action on the part of the Purchaser.

- 2.9.2.** The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper 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 document.

2.10. MODIFICATION AND WITHDRAWAL OF BIDS

- 2.10.1.** 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 exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

- 2.10.2.** 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 set forth above concerning “Late Bids”, 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.

- 2.10.3.** 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 and remove the bid from the Purchaser's premises.

2.11. BID VALIDITY

- 2.11.1.** Bidders shall be bound by the term of their bids for a period of twelve (12) months starting from the Bid Closing Date specified in §2.3.1.

- 2.11.2.** In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3 for acceptance by the Purchaser may be determined to be non-compliant.

- 2.11.3.** The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in §2.11.1. 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.

- 2.11.4.** Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

- 2.11.4.1.** 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 Certificate of Bid Validity extended accordingly; or,

- 2.11.4.2.** refuse this extension of time and withdraw the bid without penalty.

- 2.11.5.** 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.

2.12. CANCELLATION OF THE 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 shall 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 endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, normally via electronic mail. All bidders are

consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

- 2.13.2.** Bidders are cautioned that the Purchaser will normally rely exclusively on electronic mail using the email address in paragraph 2.3.2 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.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. GENERAL

- 3.1.1.** Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2.** Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete may be declared non-compliant.
- 3.1.3.** The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4.** Bidders shall prepare their bid in three (3) parts as follows:
- 3.1.4.1.** Administrative Package (Part 1): Electronic: Scanned PDF copies of the certificates with physical (wet non-digital) signatures of all prescribed certifications. **No** password protection or encryption.
- 3.1.4.2.** Price Proposal (Part 2): Electronic: The Price Quotation shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Schedule of Supplies and Services as detailed in § 3.3. **No** password protection or encryption.
- 3.1.4.3.** Technical Proposal (Part 3): Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section §3.4. **No** password protection or encryption.
- 3.1.5.** Documents submitted in accordance with § 3.1.4 shall be classified no higher than "NATO UNCLASSIFIED" material.

- 3.1.6. Partial Bids and/or bids containing conditional statements shall be declared non-compliant.
- 3.1.7. Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native format electronic files of the proposal to facilitate the evaluation process.
- 3.1.8. Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.
- 3.1.9. Bid language shall be English.

3.2. PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

- 3.2.1. As stated in Para 1.7 above, Bidders are not required to provide a Bid Guarantee with their offers.
- 3.2.2. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures – **set forth in Annex C** hereto, specifically:
 - 3.2.2.1. C-1 Certificate of Legal Name of Bidder
 - 3.2.2.2. C-2 Certificate of Independent Determination
 - 3.2.2.3. C-3 Certificate of Bid Validity
 - 3.2.2.4. C-4 Certificate of Understanding
 - 3.2.2.5. C-5 Certificate of Exclusion of Taxes, Duties and Charges
 - 3.2.2.6. C-6 Acknowledgement of Receipt of IFB Amendments
 - 3.2.2.7. C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
 - 3.2.2.8. C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
 - 3.2.2.9. C-9 Comprehension and Acceptance of Contract Special Provisions and General Provisions

- 3.2.2.10. C-10 List of Prospective Sub-Contractors / Consortium members
 - 3.2.2.11. C-11 Certificate of AQAP 2110 or ISO Compliance
 - 3.2.2.12. C-12 List of Key Personnel with Security Clearance Information
 - 3.2.2.13. C-13 Disclosure of Involvement of Former NCI Agency Employment
 - 3.2.2.14. C-14 Bidder Background IPR
 - 3.2.2.15. C-15 List of 3rd Party IPR.
- 3.2.3. Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub- contractors/consortium members involved, the Bidder shall state this separately. **The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.**
- 3.2.4. Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 3.2.4.1. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
 - 3.2.4.2. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be fully consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
 - 3.2.4.3. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 3.3. **PREPARATION OF THE PRICE PROPOSAL (PART 2)**
- 3.3.1. The Price Proposal shall be prepared and submitted in the form of completed Bidding Sheets as directed at 3.1.4.2 and in accordance with IFB Book I, Section 3 and Annexes A and B. No alteration

of the form and pre-filled content of the Bidding Sheets is allowed, except as described in Para 8 of Annex B regarding CLIN 2, customized “Should” have User Stories.

- 3.3.2.** IMPORTANT NOTE: As indicated above, Bidders will be required to tailor their CLIN 2 offer based upon their offered COTS solution. Please see Annex B, Para 8, for detailed instructions on this bidding requirement.
- 3.3.3.** This package must contain the following documentation and media:
 - 3.3.3.1.** One (1) ZIP file containing the completed electronic copy of the Bidding Sheets (Excel) and one (1) PDF copy of the completed Schedule of Supplies and Services provided with this IFB.
- 3.3.4.** Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.
- 3.3.5.** Bidders shall submit the Proposal in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
 - 3.3.5.1.** the currency is of a "Participating Country" in the project, and
 - 3.3.5.2.** 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 sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Proposal.
- 3.3.6.** The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.3.7.** The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

- 3.3.8.** Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices Proposal in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices Proposal shall include all costs for items supplied and delivered to final destination.
- 3.3.9.** The Bidder's attention is directed to the fact that their Price Proposal shall contain no document and / or information other than the documents called out in these instructions. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.3.10.** When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each CLIN line item **including all options provided for this IFB**. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial Proposals shall be rejected. The total price shall be indicated in the appropriate columns and in the currency proposed. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.11.** The Bidding Sheets shall clearly illustrate the totals per CLIN and the grand total price of the bid in accordance with the format set out in the Annex A of these Bidding Instructions.
- 3.3.12.** The Bidder shall furnish firm fixed price Proposals, for all proposed items. Partial Proposals shall be rejected.
- 3.3.13.** The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional part of the contract covered in Work Package 2, 3 & 4.
- 3.3.14.** The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.3.15.** Price Proposals specifying delivery dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

- 3.3.16.** The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the “List of Prospective Sub-Contractors” form attached to Book I Annex C-10.
- 3.3.17.** Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.
- 3.3.18.** WP3 is providing maintenance licenses for Years 2 to 5 for the required Commercial-off-the-shelf (COTS) software components proposed by the Contractor in the Bid.

3.4. PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.4.1.** Bidders shall submit their **Technical Proposal** in an electronic package with separate documents in PDF or MS Office formats as required by Para 3.1.4.3 above, containing all the information addressing the technical specifications and requirements of the **Statement of Work (SOW)**.
- 3.4.2.** The Technical Proposal package file(s) shall not exceed 150 pages when printed on A4 paper (A3 for the RTM).
- 3.4.3.** Times New Roman font in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.4.4.** Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
- 3.4.5.** Requirements Traceability Matrix: The Bidder shall deliver a Requirements Traceability Matrix (RTM), which describes the Solution for each requirement and any Customisation to be applied. This matrix also assigns a complexity to each User Story so as to highlight the development effort for these stories, provided at Annex G. The complexity designation is an unevaluated criteria and is not a factor in the determination of bid compliance, it serves as a verification that the bidder has provided this information. The Bidder shall include the completed Cross-Reference User and System Requirements table from, spreadsheet tab 2, provided in Annex G. The Bidder shall complete Column 4 of the Table, citing the

appropriate section of the Technical Proposal that addresses the User and System Requirements. The completed table serves as an index for the purchaser’s Technical Evaluation Panel, ensuring that all the requirements have been addressed in the Technical Proposal.

3.4.6. Initial Architecture Information: Although several architectural documents are to be delivered and reviewed at the Architecture Review milestone (see SOW §4.5.3), early draft versions of some shall be delivered as part of the Technical Proposal to reflect the Bidder’s proposed solution on the basis of the requirements in SOW Annexes A & B and all legacy documentation provided by the Purchaser.

3.4.7. The information shall be part of the Technical Proposal:

Information	Notes
Technical Architecture	Draft version covering the technical architecture requirements and the listing of interim environments.
High-level Software Architecture Description	Draft version covering the listing and dependencies of the software components to be used in the solution. This should be compatible with the RTM.
Solution Integration	This section will explain the integration strategy to explain proposed solutions that address environment complexity detailed in Book II- SOW, Annex E
Management of Service delivery	This section will explain in further detail how the proposed solution will support the planning, execution and monitoring of service delivery activities, i.e. time recording, resource management etc.
Possible Future Migration Path to the Cloud	This section will explain and confirm that the solution being proposed is currently commercially offered for the Cloud as well, using automated procedures. This shall also include a Product Roadmap showing the COTS product’s expected evolution through the future.
Data Acquisition and Conversion Requirements	Initial Data Migration concept from MS EPM 2010 and other data sources to the new P3SM capability.
Testing Strategy	Draft version that describes how testing will be done in the iterative development phase.

Table 1 – Architecture information included in the Technical Proposal

3.4.8. Description of the Compliance Verification Demonstration: The Technical Proposal shall have a section describing how the compliance verification

of the Bidder's solution will be conducted. Annex F describes what shall be demonstrated and the Bidder shall include information about the demonstration requirements, sequence of User Stories to be demonstrated and any other relevant information. The Purchaser will invite the Bidder to schedule the Demonstration which is required to be carried out within a two week window starting from the time of the invitation. The focus will be on verifying the demo against the bidder's statements in the RTM document – that they align. It is strongly recommended that 2 (two) Key Project members (e.g. Project Manager , Solution Architect) be present for the Demonstration and prepared for short interview.

- 3.4.9.** Project Management Plan: The Bidder shall provide a draft Project Management Plan (PMP) demonstrating the approach of the Bidder to run this project. The main body of the PMP is expected to be completed by the PMR milestone. Drafts of the following annexes to the PMP shall be included in the Bid and shall be used in the Technical Evaluation:
- 3.4.9.1.** Project Master Schedule: The Bidder shall provide a /master schedule that can be used by the Purchaser to understand the implementation sequence and timelines.
- 3.4.9.2.** Product Breakdown Structure: See SOW §2.9.7
- 3.4.9.3.** RAID Log: See SOW §2.9.7. The Bidder shall provide a RAID Log that the Bidder can determine at the time of the Bid from the materials provided by the Purchaser. Any risks that could be foreseen at this time about customizations should be added to the Contractor's initial RAID Log.
- 3.4.10.** Bidder Qualifications. This project is going to implement a P3SM capability, thus the Bidder shall have qualifications demonstrating that they have the technical and managerial skills to guarantee success of this implementation. Thus the following qualifications will be required:
- 3.4.11.** The Bid shall detail the successful experience of the Contractor in the design, delivery, implementation and support of P3SM, with particular emphasis on recent experience – within the last 5 years. The Bidder shall provide:
- 3.4.11.1.** the number of systems deployed / delivered / supported
 - 3.4.11.2.** the purchaser(s) of these systems
 - 3.4.11.3.** the user(s) of these systems
 - 3.4.11.4.** the start date and end date of the Contract
 - 3.4.11.5.** a point of contact.
- 3.4.12.** The Bid shall also include the CVs for the Key Personnel. The proposed Key Personnel have to satisfy the skillset requirements in SOW §5. In order to verify that this is the case, the following information shall be included in the CVs:

- 3.4.12.1.** Relevant successful projects in the last 5 years (dates and phases covered, size, type, reference, role),
- 3.4.12.2.** Expertise in the proposed P3SM COTS implementation.

- 3.4.13.** Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

- 3.4.14.** Implementation Constraints
 - 3.4.14.1.** The Bidder shall clearly identify in its bid which one of the following COTS products are proposed for implementation:
 - 3.4.14.1.1.** Change Point;
 - 3.4.14.1.2.** Service Now;
 - 3.4.14.1.3.** Planview;
 - 3.4.14.1.4.** Planisware;
 - 3.4.14.1.5.** SmartCore; and
 - 3.4.14.1.6.** Primavera.

SECTION 4 BID EVALUATION

4.1. GENERAL

- 4.1.1.** The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB. Failure to address any of the bidding requirements in this IFB or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2.** The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered 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 which is not included in the bid.
- 4.1.3.** The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4.** 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 determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price Proposal at any time.
- 4.1.5.** The Bidder's prompt response to the Purchaser's IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6.** The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.
- 4.1.7.** All administrative compliant Bids will be reviewed for price compliance. The Contract resulting from this IFB will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this IFB.
- 4.1.8.** The evaluation of offers will be conducted in accordance with NATO Procedures for International Competitive Bidding, One-Step procedure as set forth in the document AC/4-D/2261 (1996 Edition).

4.2. ADMINISTRATIVE CRITERIA

- 4.2.1.** Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:
- 4.2.1.1.** The Bid was received by the Bid Closing Date and Time,
 - 4.2.1.2.** The Bid was packaged and marked properly (as per §3.5).
 - 4.2.1.3.** The Administrative Package contains all the requested signed originals of the required Certificates in Annex C hereto.
- 4.2.2.** A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3.** If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and / or otherwise conditioned its 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 bid.

4.3. PRICE CRITERIA

4.3.1. The Bidder's Price Proposal

- 4.3.1.1.** The Bidder's Price Proposal will be first assessed for compliance against the standards detailed in the following paragraphs. 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.
- 4.3.1.2.** The Price Proposal meets the requirements for preparation and submission of the Price Proposal set forth in the Bid Preparation Section (§3) and the Instructions for Contractor's Bidding Sheets (Annex B hereto), in particular:
 - 4.3.1.2.1.** The Bidder has prepared the Price Proposal in the form of the Bidding Sheets provided under Annex A of these Bidding Instructions, by completing the yellow highlighted sections in accordance with the instructions specified in Annex B.
 - 4.3.1.2.2.** The Bidder has furnished Firm Fixed Prices for all items listed.
 - 4.3.1.2.3.** All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
 - 4.3.1.2.4.** Bid prices include all costs for items supplied, delivered, and supported.
 - 4.3.1.2.5.** All prices have been accurately entered into appropriate columns, and accurately summed up.

- 4.3.1.2.6. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- 4.3.1.2.7. The totals per CLIN and the bid grand total are accurate.
- 4.3.1.2.8. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- 4.3.1.2.9. The Bidder has proposed in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are proposed, the conditions of §3.3.4 are met.
- 4.3.1.2.10. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- 4.3.1.2.11. Price Proposals for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.
- 4.3.1.3. Price Proposal does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 4.3.1.4. The Price Proposal meets requirements for price realism and balance as described in §4.3.4.
- 4.3.1.5. Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

4.3.2 Basis of Price Comparison

- 4.3.2.1. The Purchaser will convert all prices proposed 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.
- 4.3.2.2. The price comparison will be based on the offered **Grand Total Firm fixed Price = Base Contract + All Evaluated Options** in the Bidding Sheets.

4.3.3 Inconsistencies and discrepancies in bid price Proposal

4.3.3.1. In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion, to obtain clarification from the bidder for the purpose of determining the total price of the Bid, the following order of precedence shall apply:

4.3.3.1.1. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder,

4.3.3.1.2. Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s).

4.3.4 Price Realism

4.3.4.1 Otherwise successful Bidders that submit a price Proposal so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

4.3.4.2 Indicators of an unrealistically low bid may be the following, amongst others:

4.3.4.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.

4.3.4.2.2. 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.

4.3.4.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.3.4.3 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:

a. An error was made in the preparation of the Price Proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

b. 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.

- c. The Bidder recognises that the submitted Price Proposal 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.

4.3.4.4 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 a) 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.

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in §4 . 3 . 4 . 3 (a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to §4 . 3 . 4 . 3 (c), the Bidder shall agree that the supporting pricing data submitted with its 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.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to §4 . 3 . 4 . 3 (b), 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.

4.4. TECHNICAL CRITERIA

- 4.4.1.** Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the criteria in Table 2 associated with the respective sections of the Technical Proposal.

EVALUATION CRITERIA	IFB REFERENCE
<p>Compliance with Requirements</p> <ol style="list-style-type: none"> The Bidder shall deliver the Requirements Traceability Matrix (RTM) (see Annex G) providing a response for all User Stories covered in SOW Annexes A&B. The RTM shall clearly indicate how each requirement is going to be fulfilled (e.g. out-of-the-box with COTS, own COTS customisation or 3rd Party COTS). It shall also include a “complexity” value for User Stories using a scoring method that the Bidder has selected and documented in their Technical Proposal. The complexity designation is not a proposal compliance criteria. All Must Have and Should Have User Stories shall be delivered, either through the COTS solution(s) offered or by customization. The Purchaser will consider a bid as non-compliant if less than either 90% of Must Haves or 70% of Should Haves cannot be met through configuration of the proposed COTS solution, i.e. without customization. The 13 User Stories related to integration with external systems, i.e. Oracle EBS, are excluded from this compliancy target as these are all considered as being met through customizations. Any “Should” User Story identified as requiring customization will be firm fixed price as an evaluated option, - CLIN 2 of the Bidding Sheets. In order to be compliant, the number of customized “Should” User Stories proposed by the Bidder in CLIN 2 shall not exceed 30% of the “Should” User Stories. Annex G, Tab 2 Cross-reference for the User and System Requirements have been completed. The table serves as an index during evaluation to ensure that all the requirements has been provided in the Technical Proposal. All Must have requirements shall be fulfilled in order for a bid to be declared as compliant. 	<p>Book I, §3.4.5, Book I Annex G SOW Annex A, SOW Annex B,</p>
<p>Compliance Verification Demonstration</p> <ol style="list-style-type: none"> The Technical Compliance evaluation includes a compliance verification stage implementing a demonstration of a selected subset of User Stories listed in Annex F (the full description of these User Stories are in SOW, Annexes A&B). The Technical Proposal shall include a brief description of the Compliance Verification demonstration and the Bidder shall be prepared to deliver the demonstration without delay, within 2 week notification. The focus will be on verifying the demo against the bidder’s statements in the RTM document – that they align. It is strongly recommended that 2 key Project members (e.g. Project Manager , Solution Architect) must be present for the Demonstration as stipulated in Annex F. 	<p>Book I, §3.4.8 Book I, Annex F SOW Annex A SOW Annex B</p>
<p>Possible Future Migration Path to the Cloud</p> <ol style="list-style-type: none"> The Bidder shall propose a technical solution which is commercially available as a Cloud-based solution and has a migration path from on premise to the Cloud, utilizing automated procedures. The Technical Proposal shall have a section explaining how these items are covered in the Bidder’s proposal and shall include a Product Roadmap showing the COTS product’s expected future evolution. This is not an evaluated criteria, only for informational purposes. 	<p>Book I, §3.4.7 SOW Annex A, requirement P3SM_TECH_153</p>

<p>Initial Architecture</p> <p>1. The Bidder shall have provided an initial architecture captured in documents as described in §3.4.8. These documents will later be developed further within the project and final versions delivered for the Architecture Milestone (SOW §4.5). The Architecture proposed shall be consistent with the solution declared in the Requirements Traceability Matrix (Annex G) and shall be coherent as an architecture.</p> <p>2. Implementation Constraints</p> <p>The Bidder shall identify in its bid which one of the following products shall be implemented: (a) Change Point; (b) Service Now; (c) Planview; (d) Planisware; (e) SmartCore; and (f) Primavera.</p>	<p>Book 1, §3.4.7 SOW §3.2, §4.4, §4.5</p> <p>SOW §1.8.2</p>
<p>Project Management Plan</p> <p>1. The Bidder shall have provided a PMP that satisfies the requirements mentioned in §3.4.9 and demonstrates that the Bidder has a clear approach and plan to deliver the products in scope.</p>	<p>Book I, §3.4.9 SOW §2.9</p>
<p>Bidder Qualifications</p> <p>1. The Bidder shall have provided the Qualifications, i.e. experience and Key Personnel / Core Team CVs, as described in §3.4.10.</p>	<p>Book I, §3.4.10 SOW §2.4.2 SOW Section 5</p>
<p>Constraint on the total number of pages</p> <p>1. The Technical Proposal package shall not exceed 150 pages.</p>	<p>§3.4.2</p>

Table 2 – Criteria for Technical Evaluation

ANNEX A – BIDDING SHEETS

[Provided under separate MS Excel File:
“2_NU-IFB-CO-115226-EBA R4_Book I - Bidding
Sheets FINAL.xls”]

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. Bidders are required, in preparing their Price Proposal to utilise the Bidding Sheets following the instructions detailed in Section 3 – Bid Preparation Instructions and CLIN Bidding sheet instructions within the Bidding sheets itself.
2. Bidders must complete and submit Bidding Sheets with their Price Breakdown per CLIN as found in the “CLIN Summary” tab of Annex A.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency of the Proposal.
5. The value “Grand Total Firm Fixed Price – Base Contract” found in the Tab “Offer Summary” shall be the price of the base Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
7. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The bidder shall identify the sub-CLIN, per line item, in the detailed bidding sheet tabs, i.e. Labour, Materiel, Travel and Other Direct Costs that are being priced.
8. **IMPORTANT NOTE:** CLIN 2, WP2 (Option-Evaluated), requires the Bidder to identify and firm fix price any and all “Should Have” User Stories from the Requirements Traceability Matrix (Annex G) which cannot be delivered without customization. The Bidder shall insert, as is necessary, the specific User Story Identifiers in the Description column of the CLIN Summary Tab of the Book I Bidding Sheets. Each User Story in this section must be firm fixed priced individually. The purpose of this is to provide the Purchaser with flexibility to choose, if and when, the Purchaser finds it necessary, to exercise one or more of the “Should Have” Customized User Stories based upon the needs of the Purchaser during contract performance. A notional example of bid tailoring is provided below for a Bidder who identified that his offered COTS solution requires four (4) customisations for “Should Have” User Stories.

CLIN	Description	SOW Reference	Quantity	Unit Price	Total Firm Fixed Price	Option Exercise Validity Period
Declare Currency =>					Euro	
2	WP2 (OPTION-EVALUATED) - Should have User Stories requiring customization	Annex B & G	See below			
2.1	User Story ID P3SM_US_0117	Annex B & G	1	1500.00-	1500.00-	From EDC through PSA
2.2	User Story ID P3SM_US_0203	Annex B & G	1	2500.00-	2500.00-	From EDC through PSA
2.3	User Story ID P3SM_US_0203	Annex B & G	1	1500.00-	1500.00-	From EDC through PSA
2.4	User Story ID P3SM_US_0203	Annex B & G	1	1500.00-	1500.00-	From EDC through PSA
TOTAL PRICE CLIN 2					7000.00	

9. In accordance with the bid compliance requirements, as stated in para 4.4, Bidders shall introduce no more than 30% customized “Should Have” User Stories into Option CLIN 2.

10. Bidders shall only provide the User Story identifier and its firm fixed price in the bidding sheet. No other descriptive, context, caveats or explanation shall be inserted.

11. The term Option Exercise Validity Period in the CLIN Summary Tab of Book I Bidding Sheets, signifies the Purchaser’s window of opportunity to exercise that particular option.

12. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

13. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

14. Bidders shall fill the “Materiel” tab of the Bidding Sheets (Annex A) for any Software Component in their proposed solution. The Total Annual Maintenance License costs for these additional components for 4 years after PSA+1 year and the full Operations & Maintenance costs for 5 years after PSA shall be shown in CLIN 2.

15. Procurement costs for all components used in the proposed solution shall be included in CLIN 1.13.

16. 1st year maintenance licence costs for all components used in the proposed solution shall be included in CLIN 1.14.

ANNEX C – CERTIFICATES

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ANNEX C-1

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: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorized Representative

Printed Name

Title

Company

ANNEX C-2

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This 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 this 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.

2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-3

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 IFB.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(Company Name) has
read and fully understands the requirements of this IFB and that the Bid
recognises these requirements in total.

I also certify to the best of my expert knowledge that this Bid is within the "state
of art" boundaries as they exist at the time of bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price Proposal 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 and Title

.....
Company

ANNEX C-6

ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following Amendments to IFB-CO-115226-EBA R4 have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY
EXECUTION OF SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of
.....(Company Name), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. 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, see (complete, if any). 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.
4. 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), see (complete, if any).
5. 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 NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB.
- 6 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 and Title

.....
Company

ANNEX C-8

**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND
INTELLECTUAL PROPERTY RIGHTS**

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, it 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 provided 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 Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

ANNEX C-9

COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS AND GENERAL PROVISIONS

The Bidder hereby certifies that it has reviewed the Contract Special and General Provisions set forth in the Prospective Contract, Book II of this IFB. The Bidder hereby provides its confirmation that it 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 it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this IFB.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS / CONSORTIUM MEMBERS

Name and Address of Sub- Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....
.....
.....
.....

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO COMPLIANCE

I hereby certify that (*Company Name*) is fully certified to the AQAP 2110 and/or the current, applicable and relevant ISO Quality Assurance Standards and Procedures.

A copy of the certification referenced above is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12

LIST OF KEY PERSONNEL AND SECURITY CLEARANCE INFORMATION

Name	Role	Clearance Level	Dates of Validity	Certifying Authority	Expected date of release of required Security Clearance

ANNEX C-13

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 been authorized for release 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 working as part of the company’s team, at any tier, preparing the Bid:

- Have not held employment with NCI Agency within the last two years.
- 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 Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA 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 :

Name & Title :

Company :

Bid Reference :

(ANNEX C-13 Cont'd next 3 pages)
Excerpt of NCI Agency AD. 05.00, NCIA Code of Conduct dated May 2017.

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As

part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 16.1 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.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart 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 member, agent or consultant 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.

- 16.3 In addition to Section 17.2 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 to 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 ASB.
- 16.4 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.
- 16.5 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.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 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-14

BIDDER BACKGROUND IPR

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

ITEM	DESCRIPTION

The Bidder has and will continue to have, for the duration of the Contract, all necessary rights in and to the Background IPR specified above.

The Background IPR stated above complies with the terms specified in Clause 11 of Prospective Contract Special Provisions.

ANNEX C-15

LIST OF 3rd PARTY IPR

The 3rd Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

ITEM	DESCRIPTION

The Bidder has and will continue to have, for the duration of the Contract, all necessary rights in and to the IPR specified above necessary to perform the Bidder's obligations under the Contract.

The 3rd Party IPR stated above complies with the IPR terms as specified in the prospective contract.

ANNEX D – CROSS-REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table (in MS Word format) is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph §3.4, and will be evaluated according to the instructions in paragraph §4.4.

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
§3.4.5, §3.4.6 Annex G	§3.3.2 Annex A Annex B	<p>Compliance with Requirements</p> <p>The Bidder shall deliver the filled Requirements Traceability Matrix (RTM) using the template provided in Annex G In order to be compliant, the proposal shall cover all requirements in SOW Annexes A & B; on all tabs “RTM” and Tab 2 Cross-reference for the User and System Requirements”</p> <p>The RTM shall clearly indicate how each requirement is going to be fulfilled (e.g. COTS out-of-the-box, COTS with configuration, customisation). It shall also include a “complexity” value for User Stories using a scoring method that the Bidder has selected and documented in their Technical Proposal.</p> <p>The Bidder shall reference all the customized “Should” have User Stories in CLIN 2 of the Book 1 Bidding Sheets.</p>	<i>Bidder to complete</i>
§3.4.8 Annex G	Annex A Annex B	<p>Compliance Verification Demonstration</p> <p>As part of the Technical Compliance evaluation stage, the Bidder shall provide a compliance verification demonstration implementing a selected subset of User Stories listed in Annex F (The full description of these use stories are in SOW, Annexes A&B).</p> <p>The Demonstration scope and procedures are described in Annex F. The</p>	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
		Technical Proposal shall have a brief description of the Demonstration and the Bidder shall be prepared for it when asked during the Bid Evaluation period.	
§3.4.8	§3.3.2 Annex A, Requirement P3SM_TECH_153	<p>Possible Future Migration Path to the Cloud</p> <p>The Bidder shall propose a technical solution which</p> <ul style="list-style-type: none"> • is commercially available as a Cloud-based solution • has a migration path from on-premise to the Cloud, utilizing automated procedures <p>The Technical Proposal shall have a section explaining how these items are covered in the Bidder's proposal.</p>	<i>Bidder to complete</i>
§3.4.7 – 3.4.8	§1.8.2 §3.3, §4.4, §4.5	<p>Initial Architecture</p> <p>The Bidder shall have provided an initial architecture captured in documents as described in §3.4.7. These documents will later be developed further within the project and final versions delivered for the Architecture Milestone (SOW §4.4, §4.5). The Architecture proposed shall be consistent with the solution declared in the Requirements Traceability Matrix and shall be coherent as an architecture.</p> <p>The technical proposal shall have a section explaining how the Architecture information in table 1 described in 3.4.8 are covered in the Bidder's proposal, paying close attention to Solutions Integration and Management of Service Delivery</p> <p>Implementation Constraints</p> <p>The Bidder shall identify in its bid which one of the following products shall be implemented: (a) Change Point; (b) Service Now; (c) Planview; (d) Planisware; (e) SmartCore; and (f) Primavera.</p>	<i>Bidder to complete</i>
§3.4.10	§2.9	<p>Project Management Plan</p> <p>The Bidder shall have provided a PMP that satisfies the requirements mentioned in §3.4.10 and demonstrates that the Bidder has a clear approach and plan to deliver the products in scope.</p>	<i>Bidder to complete</i>
§3.4.11	§2.4.2	Bidder Qualifications	<i>Bidder to complete</i>

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
	Section 5	The Bidder shall have provided the Qualifications (experience and Key Personnel-Core Team CVs) as described in §3.4.10. The Purchaser conducts short interviews with the Key Personnel during the evaluation and the interviews end with the Bidder Core Team demonstrating that they have the required skillsets and experience	
	§1.8.2.2	Constraint on Total Project Duration The Bidder shall have a Proposal which completes the implementation (full scope) within a maximum of 12 months.	<i>Bidder to complete</i>

ANNEX E – CLARIFICATION REQUEST FORMS

INSERT COMPANY NAME

INSERT SUBMISSION DATE

HERE

ADMINISTRATION or CONTRACTING					
Serial Nr	IFB Book	IFB Section Ref.	QUESTION	ANSWER	Status
A.1					
A.2					
A.3					

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE					
Serial Nr	IFB Book	IFB Section Ref.	QUESTION	ANSWER	Status
P.1					
P.2					
P.3					

INSERT COMPANY NAME

HERE

INSERT SUBMISSION DATE

HERE

TECHNICAL					
Serial Nr	IFB Book	IFB Section Ref.	QUESTION	ANSWER	Status
T.1					
T.2					
T.3					

ANNEX F – SCOPE OF THE TECHNICAL COMPLIANCE VERIFICATION DEMONSTRATION

The Bidder shall demonstrate the User Stories in Table 3 as part of the Purchaser's bid evaluation process. The Purchaser will inform the Bidder 2 weeks in advance to set up the Demonstration. In principle these User Stories are most critical from the Purchaser perspective and are expected to be available in the COTS product used for the P3SM solution so that they should be readily demonstrable.

The Demonstration serves as a compliance criterion, thus demonstrating successfully all of the stories in Table 3. The Demonstration will be delivered via remote meeting technology (e.g. Microsoft Teams, Zoom, Google Meets, etc.).

It is strongly recommended that the Core Team (key personnel) as listed by the Bidder in the proposal deliver the Demonstration albeit with support from a wider team if required.

The Technical Proposal shall have a description of the Demonstration plan with a sequence and any other details required to understand the demonstration better.

Story ID	Story Name
P3SM_US_0101	Create Project/Service Plan from Template
P3SM_US_0102	Create Project/Service Plan from existing project
P3SM_US_0104	Manage Collaborative Project Workspace (CPW)
P3SM_US_0106	Support Earned Value Management
P3SM_US_0112	Manage Project Schedules with Graphical User Interface
P3SM_US_0114	Manage Milestones
P3SM_US_0137	Manage Baselines
P3SM_US_0139	Track Project Performance
P3SM_US_0147	Report Project Plan Quality Indicators
P3SM_US_0204	Assign Selected Resources
P3SM_US_0206	Manage Resourcing Workflow
P3SM_US_0208	Track Resource Assignments
P3SM_US_0209	Display Resource Availability
P3SM_US_0213	Analyse Workload
P3SM_US_0301	Enable / Disable Time Booking
P3SM_US_0302	Approve / Reject Time Bookings
P3SM_US_0303	Book Time
P3SM_US_0304	Book Time via Mobile Device
P3SM_US_0306	Approve or Reject Timesheet
P3SM_US_0313	Provide Over-booking Warning
P3SM_US_0314	Restrict Time Booking
P3SM_US_0403	Track Cost, Schedule and Resources for Portfolio
P3SM_US_0507	Monitor Programme
P3SM_US_0701	Perform What-If Analysis based on Milestones
P3SM_US_0702	Perform What-If Analysis based on Resources
P3SM_US_0707	Prepare Workload-Work Capacity Report
P3SM_US_0710	Create and Manage Dashboards
P3SM_US_1101	Identify and Register Risks

Table 3 – User Stories to be implemented for the Demonstration

ANNEX G – REQUIREMENTS TRACEABILITY MATRIX

The Requirements Traceability Matrix (RTM) template is provided separately as an MS Excel document (2a_NU_IFB-CO-115226-EBA R4_Book I-Bidding-Annex G-Requirements Traceability Matrix FINAL.xlsx)



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

**ENTERPRISE BUSINESS APPLICATIONS (EBA)
RELEASE 4 – REPLACEMENT OF MS EPM 2010**

AMD 3 TO IFB-CO-115486-P3SM

PART II

CONTRACT SPECIAL PROVISIONS

NATO UNCLASSIFIED

AMD 3 TO IFB-CO-115226-
EBA R4
Book II Part II – Contract Special Provisions

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Table of Contents

1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCIA CONTRACT GENERAL PROVISIONS 1

2. SCOPE 1

3. FORCE MAJEURE 2

4. COMPREHENSION OF CONTRACT AND SPECIFICATIONS 2

5. PRICING OF CHANGES, AMENDMENTS AND CLAIMS 3

6. PURCHASER OPTIONS 3

7. PARTICIPATING COUNTRIES 4

8. ACCEPTANCE PROCEDURES 4

9. COMMERCIAL OFF THE SHELF (COTS) IPR 5

10. LIQUIDATED DAMAGES 5

11. BACKGROUND IPR 6

12. INDEPENDENT CONTRACTOR 7

13. INVOICES AND PAYMENT 7

14. WARRANTY 8

15. SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS 8

16. CONTRACT ADMINISTRATION 9

17. CONFLICT OF INTEREST 10

18. OWNERSHIP AND TITLE 11

19. SECURITY 11

20. KEY PERSONNEL AND CONTRACTOR TEAM ADEQUACY 12

21. RIGHTS IN TECHNICAL DATA 14

22. THIRD PARTIES 14

23. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES 15

24. TECHNICAL DIRECTION 15

ANNEX A. CONTRACTOR AND SUBCONTRACTOR NON-COTS BACKGROUND IPR... 17

ANNEX B. THIRD PARTY NON-COTS IPR 18

PART II – CONTRACT SPECIAL PROVISIONS

1. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI CONTRACT GENERAL PROVISIONS

- 1.1 Clause 5 “Pricing of Changes, Amendments and Claims” augments Clause 19 “Pricing of Changes, Amendments and Claims” of the NCI Agency Contract General Provisions.
- 1.2 Clause 7 “Participating Countries” supplements Clause 9 “Participating Countries” of the NCI Agency Contract General Provisions.
- 1.3 Clause 8 “Acceptance Procedures” augments Clause 21 “Inspection and Acceptance of Work” and Clause 22 “Inspection and Acceptance of Documentation” of the NCI Agency Contract General Provisions.
- 1.4 Clause 9 “Commercial Off the Shelf (COTS) IPR” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.
- 1.5 Clause 10 “Liquidated Damages” replaces Clause 38 “Liquidated Damages” of the NCI Agency Contract General Provisions.
- 1.6 Clause 11 “Background IPR” augments Clause 30 “Intellectual Property” of the NCI Agency Contract General Provisions.
- 1.7 Clause 14 “Warranty” augments Clause 27 “Warranty of Work (Exclusive of Software)” and Clause 30 “Software Warranty” of the NCI Agency Contract General Provisions.
- 1.8 Clause 18 “Ownership and Title” augments Clause 14 “Ownership and Title” of the NCI Agency Contract General Provisions.
- 1.9 Clause 19 “Security” augments Clause 11 “Security” of the NCI Agency Contract General Provisions.

2. SCOPE

- 2.1. The purpose of this Contract is to implement a robust P3SM capability and to integrate with other components of the NCI Agency EBA capabilities. EBA is based on Commercial-Off-the-Shelf (COTS) Products, with a primary component being Oracle E-Business Suite (Oracle EBS), version 12.2.6.
- 2.2. The scope of the project is foreseen to be implemented in one work package with options for subsequent work packages:

- WP1 (Base Contract) covers the main implementation of P3SM inclusive of configuration, initial procurement of COTS licenses and 1st year of maintenance licenses, which forms the Base Contract.

Optional Work Packages which may be exercised by the Purchaser are as follows:

- WP2 (option), covers the Bidders specified “Should Have” User Stories that require custom development in order to fully meet the Purchaser’s requirement.
- WP3 (option) covers the Operations & Maintenance Support and the Software Licenses.
- WP4 (option) covers the P3SM solution for Procurement of SaaS subscription (cost per year) as well as the migration scope from on premise to Cloud based solution and exit strategy.

3. FORCE MAJEURE

3.1. If the performance of this Contract, or any obligation hereunder is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labour disputes, war or other violence, including acts of terrorism, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act, event or condition whatsoever beyond the reasonable control of the affected Party, and which renders the performance of the Contract impossible, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

4. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

4.1. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

4.2. The specifications set forth the performance requirements for the Contractor’s proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor’s proposed design for the work, the Contractor hereby warrants that the work to be

delivered will meet or exceed the performance requirements of the said specifications.

- 4.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
 - a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
 - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 4.4. Notwithstanding Clause 16 (“Changes”) of the General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor’s proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

5. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 5.1. Contractor’s pricing proposals for Changes, Amendments and Claims shall be priced in accordance with the schedules of forward labour rates which were submitted in the Contractor’s bid incorporated in the Contract by reference, and by the Purchaser’s Pricing Principles as stated in the Annex to the Contract General Provisions;
- 5.2. The Contractor shall be bound by their bid stated labour rates for the entire duration of this Contract.

6. PURCHASER OPTIONS

- 6.1. Any Contract Line Items identified in the Contract Schedule of Supplies and Services as Options are to be intended as options to be exercised by the Purchaser and at its sole discretion. The Purchaser shall have the right to exercise any of the listed priced options during the validity period as specified in the Schedule of Supplies and Services.
- 6.2. Options may be exercised by the Purchaser in writing and confirmed in a formal Contract Amendment.
- 6.3. In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser’s Contracting Authority.

- 6.4. Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall reflect a minimum validity period as specified by the Purchaser when requesting the price quotation.
- 6.5. The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

7. PARTICIPATING COUNTRIES

- 7.1. The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations, namely, (in alphabetical order):
ALBANIA, BELGIUM, BULGARIA, CANADA, COATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NORTH MACEDONIA, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 7.2. None of the work, including project design, labour and services, shall be performed other than by firms from and within Participating Countries.
- 7.3. 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 Country.
- 7.4. The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

8. ACCEPTANCE PROCEDURES

- 8.1. "Acceptance" is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that the sprints and subsequent baseline releases, or individual CLINs, are "complete" in accordance with the criteria and definitions in Section 2 and Section 3 of the Statement of Work, and that Contract Deliverables are complete or have been performed according to the requirements set forth.
- 8.2. Contract payment milestones, as designated in the Schedule of Supplies and Services, shall only be considered as complete and eligible for payment when all milestone entry and exit criteria, and any works or events as defined in this contract as associated and underlying the payment milestone has been formally

delivered and acknowledged as completed by the Purchaser. Payment milestones shall only be considered as confirmed and fully achieved when the Purchaser has advised the Contractor formally in writing that all conditions necessary for milestone completion have been successfully met.

- 8.3. Purchaser review and acceptance procedures specific to contract documentation to be submitted by the Contractor are as described in Section 6 of the Statement of Work, “Documentation Requirements”.

9. COMMERCIAL OFF THE SHELF (COTS) IPR

- 9.1. The Contractor warrants that the Purchaser shall have all licensing rights to use the COTS software product(s) in accordance with the contract Statement of Work. The Contractor shall not make any statement limiting the Purchaser’s right in any subsequent licensing arrangement.

10. LIQUIDATED DAMAGES

- 10.1. This Clause replaces Clause 38 of the Contract General Provisions.
- 10.2. If the Contractor fails to deliver and obtain Purchaser acceptance of the payment milestones, or to acceptably perform the services or to execute the work and meet all the performance requirements detailed in the Schedule of Supplies and Services and Statement of Work, in a timely manner in accordance with the contract and at the time deadlines specified in the Schedule of Supplies and Services and Statement of Work of this Contract, or any extension thereof, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser fixed and agreed liquidated damages of 0.5% (one-half per cent) per day of the total value of the unaccepted/delayed Contract payment milestone as set forth in the Schedule, but never less than an accumulated total of 100 EUR (One Hundred Euro) per day until full delivery and/or acceptable performance of the milestone and associated services.
- 10.3. In addition, the Purchaser may terminate this Contract in whole or in part, as provided in Para 39.1 of Clause 39 – “Termination for Default” of the Contract General Provisions and in that event the Contractor shall be liable to pay the excess costs provided in Para 39.5.
- 10.4. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Para 39.6 of Clause 39 – “Termination for Default” of the Contract General Provisions. In such event, subject to the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of fact justify an extension.

- 10.5. Liquidated damages under 10.2 shall be payable to the Purchaser from first day of delinquency and shall accrue at the rate specified in Para 10.2 to 15% of the value of each delinquent payment milestone individually with a minimum aggregated sum of all delinquent items of 3,000 EUR (Three Thousand Euro). The combined value of liquidated damages under 10.2 shall not exceed a maximum aggregated sum of 10% of the total value of the Contract. These liquidated damages shall accrue automatically and without any further notice to the Contractor being required.
- 10.6. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- 10.7. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices;
- 10.8. By proceeding against any surety;
- 10.9. By reclaiming such damages through appropriate legal remedies.
- 10.10. The Contractor acknowledges that any sums payable under this Clause are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.
- 10.11. The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

11. BACKGROUND IPR

- 11.1. This Clause hereby supplements Clause 30 (“Intellectual Property”) of the contract General Provisions and is not applicable to any COTS software products to be implemented under this project.
- 11.2. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable license to use and authorise others to use any Background IPR for the purpose of exploiting or otherwise using the Foreground IPR and/or using the P3SM system.
- 11.3. Any use of Background IPR as stated in Annex A and Annex B of the Contract Special Provisions is not limited to the number of users or the number of licenses required by the Contract for the use of the system. The Purchaser reserves the right to use the Background IPR as stated in Annex A and Annex B for any number of users and number of licenses as required, at no additional cost to the Purchaser.
- 11.4. The Contractor confirms that the products listed in Annex A and B of these Special Provisions is a correct, exhaustive, and complete listing as of the time of Contract signature. The Contractor shall promptly notify the Purchaser in

writing should the list of products need updating or correction, and the Contract shall be amended accordingly.

12. INDEPENDENT CONTRACTOR

- 12.1. The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 12.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor staff performing under this Contract are not eligible for any privileges & immunities or NATO employee benefits.

13. INVOICES AND PAYMENT

- 13.1. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 13.2. The Contractor shall be entitled to submit invoices as shown in the “Tab 4 Payment Schedule ” Tab in the Schedule of Supplies and Services.
- 13.3. Evidence of the acceptance by the Purchaser shall be attached to all invoices.
- 13.4. The Purchaser is released from paying any interest to the Contractor resulting from any reason whatsoever.
- 13.5. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- 13.6. Contract number CO-115226-P3SM
- 13.7. Purchase Order numbers: [TBD];
- 13.8. Contract Amendment number (if any);
- 13.9. Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services
- 13.10. Bank Account details for international wire transfers.
- 13.11. The invoice shall contain the following certificate: *“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”* The certificate shall be signed by a duly authorised company official on the designated original

- 13.12. Invoices referencing “CO-115226-P3SM/ PO [TBD]” shall be submitted in electronic format to: accountspayable@ncia.nato.int, with an electronic copy to the Purchaser’s Contracting Officer at the email address specified at the Para 4.6 of these Special Contract Provisions.
- 13.13. The Purchaser shall make payment within 45 days of receipt by NCI Agency of a properly prepared and documented invoice.

14. WARRANTY

- 14.1. The Contractor warrants to the Purchaser that all deliverables furnished hereunder will be merchantable, free from defects in design, material and workmanship, fit and sufficient for the purposes intended by the Purchaser, free from all liens and encumbrances and will strictly conform to and perform in accordance with applicable specifications, drawings and samples.
- 14.2. The Contractor also warrants to the Purchaser that any Services provided hereunder will be performed to the best practices of the Contractor’s profession or industry, in a professional and well organized manner, in strict compliance with the specifications, and with care, skill, and diligence. If the Contractor fails to meet applicable professional standards, the Contractor will, without additional compensation, promptly correct or revise any errors or deficiencies in the services furnished hereunder.

15. SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 15.1. If any supplemental agreements, documents and permissions are introduced after Contract award, the execution of which by the Purchaser is/ are required by national law or regulation, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.
- 15.2. Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this contract, but have not yet been finalised and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

16. CONTRACT ADMINISTRATION

- 16.1. The Purchaser is the NATO CI Agency (NCI Agency). The Purchaser is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the Purchaser's Contracting Authority.
- 16.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English.
- 16.3. Formal letters and communications shall be personally delivered or sent by mail, registered mail, email, courier or other delivery service, to the official points of contact quoted in this Contract.
- 16.4. Informal notices and informal communication for normal project management may be exchanged by any other means, including telephone.
- 16.5. All notices and communication shall be effective upon receipt.
- 16.6. Official Points of Contact are:

16.7.

Purchaser	Contractor
NCI Agency	
For contractual matters: Attn: Mr Peter Kowalski Senior Contracting Officer E-mail: Peter.Kowalski@ncia.nato.int	For contractual matters: Attn: Tel: E-mail:
For technical/project management matters: Attn. Senior Project Manager Tel: E-mail:	For technical/project management matters: Attn: Project Manager Tel: E-mail:

17. CONFLICT OF INTEREST

- 17.1. A conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise in organizations whose interest may substantially affected or be substantially affected by the Contractor's performance under the Contract.
- 17.2. The Contractor is responsible for maintaining and providing up-to-date conflict of interest information to the Purchaser. If, after award of this Contract or task order herein, the Contractor discovers a conflict of interest with respect to this Contract which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the Purchaser as set forth below.
- 17.3. If, after award of this Contract herein, the Purchaser discovers a conflict of interest with respect to this Contract or task order, which has not been disclosed by the Contractor, the Purchaser may at its sole discretion request additional information to the Contractor, impose mitigation measures or terminate the

Contract for default in accordance with Clause 39 (Termination for Default) of the Contract General Provisions.

- 17.4. The Contractor's notice called for in Para 17.2 above shall describe the actual, apparent, or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the Purchaser in analysing the situation. Any changes to the Contractor's Conflict of Interest Mitigation Plan, if any is incorporated in the contract, should be also detailed.
- 17.5. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the Purchaser, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest.
- 17.6. If the Purchaser in his/her discretion determines that the Contractor's actual, apparent, or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the Purchaser will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of Contract performance, the Purchaser has the discretion to terminate the Contract for default or alternatively refrain from exercising any further Option or Work Package under the contract.
- 17.7. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract

18. OWNERSHIP AND TITLE

- 18.1. Ownership and title to all non-COTS deliverables under this Contract will pass to the Purchaser upon written notification of acceptance by the Purchaser but at the latest upon Final System Acceptance.

19. SECURITY

- 19.1. This Article supplements Clause 11 ("Security") of the General Provisions.
- 19.2. The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present contract.
- 19.3. The security classification of this contract is "NATO UNCLASSIFIED".

19.4. Contractor's personnel working in the execution of this contract shall hold and maintain a NATO SECRET security clearance valid for the duration of the Contract. This requirement applies to all sub-contracts issued by the Contractor for the effort under this prime Contract.

~~19.5. The Contractor's facilities shall hold and maintain a facility clearance to permit handling and storage of information classified up to and including NATO RESTRICTED.RESERVED~~

19.6. It is the responsibility of the Contractor to ensure that his personnel obtain the required security clearances and transmit this information to the sites to be visited in adequate time that the site may perform the appropriate administration.

19.7. The Contractor is advised that the personnel security clearance process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.

19.8. Failure of the Contractor to obtain proper security clearances to perform the work under this contract, and to have access to any NATO sites to perform the work, and any attendant delay in the project which results from this access refusal, is not the basis for excusable delay under the terms of the contract concerning default. The Contractor bears full responsibility and liability under the contract for delays arising from the failure of the Contractor to adhere to the security requirements.

19.9. In the absence of valid security clearances for the Contractor's personnel and facility, the Purchaser reserves the right to terminate the Contract for "Default".

~~19.10. The Contractor's facilities shall hold and maintain a facility clearance to permit handling and storage of information classified up to and including NATO RESTRICTED.RESERVED~~

19.11. The Contractor shall note that there are restrictions regarding the carriage and use of electronic devices (e.g. laptops, cellular phones, smart-phones and the like) in NATO designated Security Areas. The Contractor shall be responsible for satisfying and obtaining from the appropriate NATO Authorities the necessary clearance to introduce and utilize any such equipment into the facility.

20. KEY PERSONNEL AND CONTRACTOR TEAM ADEQUACY

20.1. The individuals listed below are considered to be key to the performance of this contract and shall not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser. The Key Personnel are as follows:

POSITION	NAME
Contractor Project Manager (CPM)	[TBD]
Contractor Solution Architect (CSA)	[TBD]
Contractor Test Manager (CTM)	[TBD]
Contractor Quality Manager (CQM)	[TBD]
Contractor Change Manager (CCM)	[TBD]

- 20.2. In such cases where the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor (e.g., resignation, sickness, incapacity, etc.), the Contractor must nominate a substitute(s) of equivalent or higher qualification and experience within 15 working days of the date at which the Contractor has knowledge of the loss of service of such key personnel. The replacement personnel shall be in place within a reasonable time.
- 20.3. If the Contractor is unable to nominate and/or replace the lost personnel within the timeframe mentioned in 20.2 above, the Purchaser may conclude that the loss of the Key Personnel endangers progress under the Contract to the extent that the Purchaser may resort to the Clause 39 – “Termination for Default” of the Contract General Provisions for redress of the situation.
- 20.4. The Purchaser has the right to refuse any proposed substitution if not meeting the qualifications and request the Contractor to offer another qualified individual in lieu thereof. The Purchaser will confirm any consent given to a substitution in writing and only such written consent shall be deemed as valid evidence of Purchaser consent.
- 20.5. The Purchaser reserves the right, even after acceptance of Contractor personnel on the basis of his/her CV and/or interview, to require the Contractor immediately to cease to employ any Key Personnel under the present contract if, in the sole opinion of the Purchaser, the individual is not meeting the required level of competence and/or his/her employment as Key Personnel is considered undesirable. The Purchaser will inform the Contractor, in writing, in cases where such a decision is taken and the Contractor shall propose and make qualified substitute Key Personnel available within 15 working days after the written notification. The Purchaser’s removal of Contractor Key Personnel shall in no way relieve the Contractor of his responsibility to achieve the contractual and

technical requirements of this Contract nor imply any responsibility of the Purchaser.

- 20.6. The Contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of key personnel non-availability that may endanger the performance of services or Deliverables set in the Contract.
- 20.7. The Contractor shall provide and maintain an adequately sized and appropriately skilled agile development team, to include, but not limited to, the personal listed in Para 20.1, to meet the requirements of the Contract. If The Contractor fails to do so, the Purchaser may terminate this Contract in whole or in part as provided in the first Para of Clause 39 (“Termination for Default”) of the General Contract Provisions, and in that event the Contractor shall be liable, in addition to the excess costs provided in Clause 10, “Liquidated Damages” of these Special Provisions, for such liquidated damages accruing until such time as the Purchaser may reasonably obtain delivery or performance of similar services.

21. RIGHTS IN TECHNICAL DATA

- 21.1. Subject to the rights of Third Parties, all rights in the results of work undertaken on behalf of the Purchaser for the purposes of this contract, including any technical data specifications, reports, drawings, customization of COTS products, non-COTS software code, documentation including software documentation, design data, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser. The Contractor has disclosed to the Purchaser any and all Third Party Rights and any existing contractor’s rights before contract signature.

22. THIRD PARTIES

- 22.1. The Contractor shall be aware of and support the need to work closely with and participate in meetings and reviews to be held jointly with third parties who perform work which contributes to, or is strongly related to, work conducted under this Project. This will include, but not be limited to, working with and exchanging data with the Contractor chosen to perform the Integration Implementation Work Package for the Replacement of MS-EPM 2010 and the R1.1 Stabilization project.
- 22.2. The Contractor shall have no rights to raise claims, ask for excusable delays or interrupt the performance of the Contract on the basis of, or in connection with, his responsibilities to work/co-ordinate with third parties running work on or related to this Project.
- 22.3. The above described effort is already included in the Total Firm Fixed price of this Contract and the Contractor shall have no recourse for additional costs,

claims, or delays in the performance of this Contract on the basis of the above described effort.

22.4. The Purchaser reserves the right to make technical documentation produced under this Contract, even in draft version, available to any third parties.

23. INCORPORATION OF REVISED PROJECT MANAGEMENT AND ENGINEERING DOCUMENTATION DELIVERABLES

23.1. All documentation listed under the SOW Chapter 4 is made part of the contract.

23.2. Subject to the exception noted in Para 23.4, any formally Purchaser approved documentation shall be deemed as made part of the contract and shall replace any existent previous version.

23.3. The submission of any proposed revised documentation the implementation of which would cause a variation in Contract price or scope shall be submitted via a Contractor generated Change Proposal and shall be deemed approved and incorporated into the contract only upon reception in writing of the Purchaser's Contracting Officer approval.

23.4. The Purchaser is not under obligation to approve any proposed revised document except as in accordance with the terms of the present contract. Rejection of any proposed changes shall not discharge the Contractor, in whole or in part, of its responsibility for the performance under the Contract.

23.5. Nothing in this Clause is to be construed as a waiver to any other obligation of the Contractor under the contract.

24. TECHNICAL DIRECTION

24.1. The Contract will be administered by the Purchaser in accordance with the Clause 16 of these Contract Special Provisions entitled "Contract Administration".

24.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Part III - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.

24.3. The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.

24.4. Neither the Purchaser's Project Manager as identified in Clause 20 of these Contract Special Provisions, nor any Technical Representative, nor any Third Party as mentioned in Clause 22 above, has the authority to change the terms

and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting products and services on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

- 24.5. Upon receipt of such notification above, the Purchaser's Contracting Authority will:
- a) confirm the effort requested is within scope, or;
 - b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or;
 - c) rescind the instructions.

ANNEX A. CONTRACTOR AND SUBCONTRACTOR NON-COTS BACKGROUND IPR

a. The Contractor Background IPR specified in Table 1 will be used for the purpose of carrying out work pursuant to the prospective Contract.

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS
[TBD]	[TBD]	[TBD]

Table 1 – Contractor Background IPR

b. The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor’s obligations under the Contract.

c. The Contractor Background IPR stated above complies with the terms specified in Clause 11 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.

ANNEX B. THIRD PARTY NON-COTS IPR

a. The Subcontractor and Third Party Background IPR specified in Table 2 will be used for the purpose of carrying out work pursuant to the prospective Contract.

IPR DESCRIPTION	IPR OWNER	REMARKS/RESTRICTIONS
[TBD]	[TBD]	[TBD]

Table 2 – Contractor Background IPR

The Contractor represents that it has and will continue to have, for the duration of this Contract, all necessary rights in and to the IPR specified above necessary to meet the Contractor’s obligations under the Contract.

c. The Subcontractor and Third Party Background IPR stated above complies with the terms specified in Clause 11 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the Contract.