



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

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Βρυξέλλες, 16 Φεβρουαρίου 2022
Α.Π.: 812

ΠΡΟΣ: ΥΠΟΥΡΓΕΙΟ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ
- ΓΔΑΕΕ/ΔΑΕΤΕ (μ.η.)

ΚΟΙΝ.: ΥΠΟΥΡΓΕΙΟ ΕΞΩΤΕΡΙΚΩΝ ΓΕΕΘΑ
- κ. Δ' Γενικό Διευθυντή - Γ2 Διεύθυνση
- Δ2 Διεύθυνση

ΥΠΟΥΡΓΕΙΟ ΑΝΑΠΤΥΞΗΣ
- Γενική Γραμματεία Εμπορίου (μ.η.)
- Γενική Γραμματεία Βιομηχανίας/
Διεύθυνση Διεθνών Βιομηχανικών
Σχέσεων (μ.η.)

ΤΕΧΝΙΚΟ ΕΠΙΜΕΛΗΤΗΡΙΟ ΕΛΛΑΔΟΣ
- Διεύθυνση Επαγγελματικής
Δραστηριότητας (μ.η.)

ΘΕΜΑ: 1^η, 2^η και 3^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών, IFB-CO-115461-NCOPBMD, σε Διαγωνιστική Διαδικασία: "Ballistic Missile Defence Increments 1&2 Functions for NATO Common Operational Picture (NCOP BMD)"

Διαβιβάζονται, συνημμένως, τροποποιήσεις Πρόσκλησης Υποβολής Προσφορών (invitation For Bid/IFB) εν θέματι διαγωνιστικής διαδικασίας (International Competitive Bidding/ICB), εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.

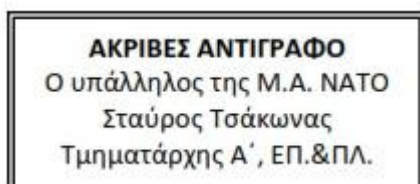
Καταληκτική ημερομηνία υποβολής προσφορών στην ΝCΙΑ, ορίζεται η 14^η Μαρτίου τ.έ., 12:00 τ.ώ.

Ενδιαφερόμενες εταιρίες δύνανται αναζητήσουν πληροφορίες μέσω καθορισμένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 5 τροποποιήσεως 3).

Παρακαλούμε για τις ενέργειές σας.

Λ Α Μ Π Ρ Ι Δ Η Σ

Συν. σελ.: 1214



NCIA/ACQ/2021/07447
01 December 2021

To: Bidders List and Distribution List

Subject: Amendment 1: Responses to Clarification Requests

IFB-CO-115461-NCOPBMD: Ballistic Missile Defence (BMD) Increments
1&2 Functions For NATO Common Operational Picture (NCOP)

- References:**
- A.** AC/4-D/2261(1996 Edition), Procedures for International Competitive Bidding
 - B.** AC/4-D(2008)0002-REV2, International Competitive Bidding Using Best Value Evaluation Methodology, dated 15 July 2015
 - C.** NCI Agency NOI NCIA/ACQ/2021/06810, dated 06 August 2021
 - D.** Issuance of IFB-CO-115461-NCOPBMD dated 08 November 2021

Dear Prospective Bidders,

1. The purpose of this Amendment 1 is to provide all Prospective Bidders with the NCI Agency's responses to Clarification Requests (CR) received from the date in Reference D until the close of business on 30 November 2021. The Purchaser-provided responses to the CR are issued as Annex A to this letter.
2. As a result of paragraph 1 above, the following Invitation for Bid (IFB) document has now been added.
 - a. 5c_NR_IFB-CO-115461-NCOPBMD_Book II -Part IV-SOW-Annex A_SRS Reference_Interface Design Description (IDD)
3. In addition, the following IFB document has been revised, and by virtue of this Amendment, this document below replaces and supersedes any previous versions issued in the context of IFB-CO-115461-NCOPBMD. All other IFB documents remain unchanged in this Amendment.
 - a. 1_NU_IFB-CO-115461-NCOPBMD_Book I-Bidding Instructions
4. Please note that as paragraph 2.a above is NATO RESTRICTED, the Agency shall send this document to all Nominated Prospective Bidders' Point of Contact (as mentioned in the Declaration of Eligibility) via DHL. Nominated Prospective Bidders should promptly notify the Agency by email if after 5 business days from the date of this letter if the document has not been received.
5. The NCI Agency point of contact for all information concerning this IFB is Mrs. Ijeoma Ike-Meertens, Senior Contracting Officer, who may be reached at CO115461NCOPBMD@ncia.nato.int.
6. The closing time for submission of bids in response to this IFB is Monday, 31 January

2022, 12:00 Hours (Central European Time (CET)).



Ijeoma Ike-Meertens
Senior Contracting Officer

Attachments:

- A.** Annex A: Responses to Clarification Requests received for IFB-CO-115461-NCOPBMD, Amendment 1.
- B.** Annex B: (Updated) Final Bidders List



NATO RESTRICTED
 (NATO UNCLASSIFIED when separated from
 SOW-Annex A_System Requirement Specifications)

Annex A
Responses to Clarification Requests received for IFB-CO-115461-NCOPBMD, Amendment 1

IFB-CO-115461-NCOPBMD						
ADMINISTRATIVE or CONTRACTUAL CLARIFICATION REQUESTS (CR)						
Index No.	RFP Source Document	RFP Paragraph Reference	Bidder's Question	NCI Agency's Response	RFP Package Amended	CR Released in AMD #
CR#1	Bidding Instructions	3.5.2.2; 3.5.2.2.1- 3.5.2.2.3	N/A	A correction is made to the Not-to-Exceed (NTE) ceiling price from €24,242,441 to €30,303,051.24. Subsequently, the breakdown of the ceiling price in paragraphs 3.5.2.2.1-3.5.2.2.3 is also corrected.	Yes	Amendment 1

IFB-CO-115461-NCOPBMD						
TECHNICAL CLARIFICATION REQUESTS (CR)						
Index No.	RFP Source Document	RFP Paragraph Reference	Bidder's Question	NCI Agency's Response	RFP Package Amended	CR Released in AMD #
CR#1	SOW-Annex A_System Requirement Specifications	N/A	A great deal of requirements of the document referenced as 5a_NR_IFB-CO-115461-NCOPBMD_Book II -Part IV-SOW-Annex A_System Requirement Specifications refers to an Applicable Document, REFERENCE A: Interface Design Description (IDD), BMD-SE-PRG-IDD-558-4.0, without which we cannot undertake an in-depth analysis of the solution. Could you please add it to the IFB list of documentation and send it to the bidders?	This Reference Document is now added to the IFB list as: 5c_NR_IFB-CO-115461-NCOPBMD_Book II -Part IV-SOW-Annex A_SRS Reference Interface Design Description (IDD). However, as this document is NATO RESTRICTED, the Agency will send this document to all Nominated Prospective Bidders' Point of Contact (as mentioned in the Declaration of Eligibility) via DHL. Nominated Prospective Bidders should promptly notify the Agency by email if after 5 business days from the date of this letter if the document has not been received.	Yes	Amendment 1

Annex B
(Updated) Final Bidders List

Country		Nominated Bidders
BELGIUM	1	Hewlett Packard Enterprise Belgium
GREECE	2	Intracom-Telecom
GERMANY	3	IABG mbH
	4	Airbus Defence and Space GmbH
FRANCE	5	Airbus Defence and Space SAS
	6	Thales Six GTS France SAS
NETHERLANDS	7	UNI Business Centre BV
SPAIN	8	FCC Industrial e Infraestructuras Energéticas SLU.
	9	Indra Sistemas
TURKEY	10	Aselsan Elektronik Sanayi Ve Ticaret Anonim Sirketi
	11	Icterra Bilgi ve Iletisim Teknolojileri San. Ve Tic.As
	12	Obss Teknoloji AS
	13	Simsoft Bilgi Teknolojileri Limited Sirketi
	14	STM Savuma Teknolojileri Muhendislik Ve Ticaret Anonim Sirketi
THE UNITED KINGDOM	15	Babcock Integrated Technology Limited
THE UNITED STATES	16	Environmental Systems Research Institute, Inc.



NATO RESTRICTED
(NATO UNCLASSIFIED when separated from
SOW-Annex A_System Requirement Specifications)

Distribution List for IFB-CO-115461-NCOPBMD

NATO Delegation (Attn: Infrastructure Adviser):

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

INVITATION FOR BID

IFB-CO-115461-NCOPBMD

**Ballistic Missile Defence Increments 1&2 Functions
for NATO Common Operational Picture Delivery**

Project Serial No.: 2013/0IS03074 & 2013/0IS03089



BOOK I

BIDDING INSTRUCTIONS



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SECTION 1 INTRODUCTION

1.1. Purpose

1.1.1. The purpose of this Invitation for Bid (IFB) is to award a Contract for Ballistic Missile Defence Increments 1&2 functions for NATO Common Operational Picture Delivery (NCOP BMD Delivery). All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2. Scope of Work

1.2.1. The scope of this project is to procure two Work Packages (WPs) as follows:

1.2.1.1. WP1: Deliver NCOP-BMD Functionality: This work package comprises the activities for developing and delivering the NCOP BMD functionality and interfaces, including transition of support.

1.2.1.2. WP2: Provide NCOP-BMD In-Service Support: This work package comprises all the activities to provide in-service support to the fielded baselines prior to Final System Acceptance (FSA).

1.2.2. Overview of the Prospective Contract

1.2.2.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the NCOP-BMD capability as described in this IFB. The Contractor shall perform all activities required per Book II Part IV (Statement of Work (SOW)) and its Annexes and shall deliver the associated deliverables per Book II Part I (Schedule of Supplies and Services (SSS)).

1.2.3. The Contract resulting from this IFB shall be awarded on a Firm-Fixed-Price basis.

1.2.4. The resulting contract will use elements of the Agile methodology, with multiple increments, each consisting of several sprints, and the opportunity for frequent acceptances of functional capabilities.

1.2.5. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3. Governing Rules, Eligibility, and Exclusion Provisions

1.3.1. This solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the procedures for International Competitive Bidding (ICB) set forth in NATO document AC/4-D/2261 (1996 Edition) and its Annex X, dated 24 July 2009.

1.3.2. Pursuant to these procedures, bidding is restricted to companies from

participating NATO member nations (see paragraph 2.1.1.7) for which either a Declaration of Eligibility has been issued by their respective national authorities.

1.4. Best Value Evaluation Method

1.4.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D/2261, Annex X, dated 24 July 2009, and AC/4(2008)0002-REV2-ANNEX 1, dated 15 July 2015, or deviations to the procedure, as approved by the NATO Investment Committee.

1.4.2. The bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.

1.4.3. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.7 "Request for IFB Clarifications".

1.5. Security

1.5.1. This Invitation for Bid is NATO UNCLASSIFIED.

1.5.2. Contractor personnel will be required to possess a security clearance of "NATO SECRET" (NS) for the performance of the Contract.

1.5.3. The Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED".

1.5.4. The Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.

1.5.5. Contractor personnel working at NATO or National sites without such a clearance confirmed by the appropriate national security authority and transmitted to the cognisant NATO or National security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

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

1.6. Documentation

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

1.6.2. Statement of Work Applicable Documents

1.6.2.1. All pertinent information relevant for bidding from the Applicable Documents referenced in Section 2 of the SOW have been retrieved and made a part of the IFB. Therefore, Bidders neither require physical access to these documents in order to make their bids compliant nor shall the Purchaser make these documents available as part of this IFB.

END OF SECTION 1

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1.** In addition to the definitions and acronyms set in Article 1 of Part II of the Prospective Contract and the definitions and acronyms set in the Article 2 of the NCI Agency Contract General Provisions (Part III), the following terms and acronyms, as used in this IFB shall have the meanings specified below:
- 2.1.1.1. “Bid” or “Quotation”:** a binding offer to perform the work specified in the Prospective Contract (Book II).
- 2.1.1.2. “Bidder”:** a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements, a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Principal Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Principal Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Principal Contractor” shall be enclosed and sent with the bid. Failure to furnish proof of authority may be a reason for the bid being declared non-compliant.
- 2.1.1.3. “Compliance”:** strict conformity to the requirements and standards specified in this IFB.
- 2.1.1.4. “Contractor”:** the awardee of this IFB, which shall be responsible for the fulfilment of the requirements established in the Contract.
- 2.1.1.5. “Firm of a Participating Country”:** a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.1.1.6. “IFB”:** Invitation for Bid
- 2.1.1.7. “Participating Country”:** any of the 30 NATO nations contributing to the project, namely, (in alphabetical order): Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, The United Kingdom, and The United States.
- 2.1.1.8. “Purchaser”:** The Purchaser is defined as the NCI Agency or its legal successor.

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. As stated in paragraph 1.3.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.
- 2.2.2. In addition, all Contractors, subcontractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.4. 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.
- 2.2.5. Unless otherwise authorised by the terms of the Prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside 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 community.

2.3. Bid Delivery and Bid Closing

- 2.3.1. The closing time for submission of bids in Response to this IFB is **Monday, 31 January 2022, 12:00 Hours (Central European Time (CET))**.
- 2.3.2. Bids shall be submitted to the following email address below:
 - 2.3.2.1. CO115461NCOPBMD@ncia.nato.int

2.4. Late Bids

- 2.4.1. Bids which are submitted 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. Such bids will be unopened unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.

2.4.2. Consideration of Late Bid

- 2.4.2.1. The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid is submitted by the specified bid closing time. However, a late bid shall only be considered for award if a Contract has not already been awarded pursuant to the IFB or if the bid was sent to the correct email address specified in paragraph 2.3.2.1 and the delay was solely the fault of the Purchaser.

2.5. Requests for Extension of Bid Closing Date

- 2.5.1. Bidders are informed that requests for extension to the closing date for the

IFB shall be submitted to the Point of Contact indicated in paragraph 2.6.1 below **only** through the delegation of the country of origin of the firm which has been invited to bid or by that country's 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 this time limit.

2.6. Purchaser's Point of Contact

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

Mrs. Ijeoma Ike-Meertens, Senior Contracting Officer
E-mail: CO115461NCOPBMD@ncia.nato.int

2.6.2. All correspondence related to the IFB including the bid shall be sent to the contact details in paragraph 2.6.1 above.

2.7. Request for IFB Clarifications

2.7.1. Bidders, at the earliest stage possible during the course of the bidding period, are encouraged to seek clarification of any matters of an administrative or contractual, price, or technical in nature pertaining to this IFB.

2.7.2. All questions and requests for clarification shall be submitted via email (no phone calls) to the point of contact identified in paragraph 2.6.1 using the Clarification Request Form provided at ANNEX C of this Book 1.

2.7.3. Such questions and requests for clarification shall be submitted **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, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraph 2.7.4 below.

2.7.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established bid closing date.

2.7.5. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).

2.7.6. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the

Bidders' failure or inability to abide to the prescription in paragraph 2.7.5 above.

- 2.7.7.** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.7.8.** Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with paragraph 2.9.
- 2.7.9.** The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.7.10.** The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.7.11.** The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in its offer.

2.8. Requests for Waivers and Deviations

- 2.8.1.** Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the IFB may only be considered as part of the clarification process set forth in paragraph 2.7.
- 2.8.2.** Requests for alterations to the specifications, terms and conditions of the Contract which are included in a bid as submitted may be regarded by the Purchaser as a qualification or condition of the bid and may be grounds for a determination of non-compliance.

2.9. Amendment of the Invitation for Bid

- 2.9.1.** The Purchaser may amend the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.7 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 bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment.

2.9.3. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B.2. Failure to acknowledge receipt of all amendments may be grounds to determine the bid to be administratively non-compliant.

2.10. Cancellation of Invitation for Bid

2.10.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this IFB.

2.11. Modification and Withdrawal of Bids

2.11.1. 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.

2.11.2. 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 in paragraph 2.4 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.

2.11.3. A Bidder may withdraw its bid at any time prior to bid opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

2.11.4. Except as provided in paragraph 2.12.4.2 below, a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.12. Bid Validity

- 2.12.1.** 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 paragraph 2.3.1.
- 2.12.2.** In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B.4. Bids offering less than this period of time, may be determined non-compliant.
- 2.12.3.** The Purchaser will endeavour to complete the evaluation and make an award within the bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the bid validity period all bids which remain under consideration for award.
- 2.12.4.** Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.12.4.1.** accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the bid guarantee and Certificate of Bid Validity extended accordingly; or
- 2.12.4.2.** refuse this extension of time and withdraw the bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.12.5.** 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.

2.13. Bid Guarantee

- 2.13.1.** The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder to the email address: NCLAFinanceTreasuryBankGuarantee@ncia.nato.int. In addition, the Bidder shall also provide a copy of the Bid Guarantee as part of the Bid Administration Volume (see paragraph 3.4.3.17).
- 2.13.2.** The Bidder shall furnish with its bid a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000).
- 2.13.3.** The Bid Guarantee shall be substantially similar to ANNEX D as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with “financial institution”) listed in ANNEX E or issued by a different financial institution and confirmed by any of the banks listed ANNEX E. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.

- 2.13.4.** "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a financial institution listed in ANNEX E either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a different bank not listed in ANNEX E to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit.
- 2.13.5.** Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.
- 2.13.6.** If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.13.7.** Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.
- 2.13.8.** The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.13.8.1.** The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the successful bid, withdraws its bid, or states that it does not consider its bid valid or agree to be bound by its bid, or
- 2.13.8.2.** The Bidder has submitted a successful bid, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the solicitation documents.
- 2.13.8.3.** The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract at the date of contract signature,
- 2.13.8.4.** The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.13.9.** Bid Guarantees will be returned to Bidders as follows:
- 2.13.9.1.** To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

2.13.9.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;

2.13.9.3. To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.

2.13.9.4. pursuant to paragraph 2.12.4.2.

2.14. Electronic Transmission of Information and Data

2.14.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.

2.14.2. Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14.3. Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

2.15. Supplemental Agreements and Export Controlled Information

2.15.1. Bidders are required, in accordance with the certificate at Annex B.7 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

2.15.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.

2.15.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Contract, to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

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

2.16.1. Bidders are instructed to review Article 26 of the Contract Special Provisions and Article 30 of the Contract General Provisions. These Articles set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.

- 2.16.2.** All Contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.
- 2.16.3.** Bidders are required to disclose, in accordance with Annex B.10 and Annex B.11 of this Bidding Instructions, the IP proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights (IPR) or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.
- 2.16.4.** The identification of Bidders' Background and/or Third Party IP shall be limited to those IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.
- 2.16.5.** Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.
- 2.16.6.** Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall render the bid non-compliant.
- 2.17. Receipt of an Unreadable Electronic Bid**
- 2.17.1.** If a bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- 2.17.1.1.** of the content of the bid as originally submitted, and;
- 2.17.1.2.** that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.17.2.** A bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.17.3.** If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

END OF SECTION 2

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 in a timely manner.
- 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.** Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final rating.
- 3.1.5.** Partial bids and bids containing conditional statements will be declared non-compliant.
- 3.1.6.** Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.7.** If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.8.** All documentation submitted as part of the bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

3.2. Language of Bid

- 3.2.1.** All notices and communications regarding this IFB shall be written and conducted in English.
- 3.2.2.** All bids shall be submitted in English.

3.3. Bid Package Content and Marking

3.3.1. The complete bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.3.1.1. Volume 1: Bid Administration Package (paragraph 3.4)

3.3.1.2. Volume 2: Price Quotation (paragraph 3.5)

3.3.1.3. Volume 3: Technical Proposal Package (paragraph 3.6)

3.3.2. “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

3.3.3. Emails with a bid attached to it, shall be less than 10 MB in size per email.

3.3.4. The submitted bid shall be in accordance with the Page Limit set in paragraph 3.7.

3.3.5. The bid shall be consolidated into as few emails as possible and sent to the correct Bid Delivery email address stated in paragraph 2.6.1.

3.3.6. The email shall have the following subject line: *IFB-CO-115461-NCOPBMD Bid for {Insert Company Name}*.

3.3.7. In the event the bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add “Email 1 of 2”, “Email 2 of 2” as necessary to the subject line of the email.

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

3.3.9. The individual electronic files sent by email shall have the naming convention listed in the table below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.2.2), the Bidder shall add “Part 1 of 2”, “Part 2 of 2” as necessary to the file names.

Volume I, Bid Administration:	115461-NCOPBMD-Company Name-Vol I-Admin
	115461-NCOPBMD-Company Name-Vol I-BidGuarantee
Volume II, Price:	115461-NCOPBMD-Company Name-Vol II-Price
	115461-NCOPBMD-Company Name-Vol II-OfferSum
Volume III, Technical:	Engineering
	115461-NCOPBMD-Company Name-Vol III-SDP

	115461-NCOPBMD-Company Name-Vol III-RIS
	115461-NCOPBMD-Company Name-Vol III-UEP
	115461-NCOPBMD-Company Name-Vol III-SDS
	115461-NCOPBMD-Company Name-Vol III-RTM
	115461-NCOPBMD-Company Name-Vol III-PTP
	Management
	115461-NCOPBMD-Company Name-Vol III-BQ
	115461-NCOPBMD-Company Name-Vol III-PMP
	115461-NCOPBMD-Company Name-Vol III-PPBS
	115461-NCOPBMD-Company Name-Vol III-PWBS
	115461-NCOPBMD-Company Name-Vol III-PMS
	115461-NCOPBMD-Company Name-Vol III-RMP
	Supportability
	115461-NCOPBMD-Company Name-Vol III-ILSP
	115461-NCOPBMD-Company Name-Vol III-CMP
	115461-NCOPBMD-Company Name-Vol III-ISS
	115461-NCOPBMD-Company Name-Vol III-TRN

3.4. Volume 1: Bid Administration Package

3.4.1. Quantity:

3.4.1.1. One (1) PDF file containing all the documents specified in paragraph 3.4.3 and;

3.4.1.2. One (1) PDF file of the Bid Guarantee (paragraph 3.4.3.17); plus a copy submitted to NCIAFinanceTreasuryBankGuarantee@ncia.nato.int.

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

3.4.3. The Bid Administration Package shall include the following Certificates, signed in the original or electronically by an authorised representative of the Bidder:

3.4.3.1. Annex B.1 Certificate of Legal Name of Bidder

3.4.3.2. Annex B.2: Acknowledgement of Receipt of IFB Amendments

3.4.3.3. Annex B.3: Certificate of Independent Determination

3.4.3.4. Annex B.4: Certificate of Bid Validity

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

3.4.3.6. Annex B.6: Comprehension and Acceptance of Contract Special and General Provisions

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

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

3.4.3.9. Annex B.9: List of Prospective Subcontractors

3.4.3.10. Annex B.10: Bidder Background IPR

3.4.3.11. Annex B.11: List of Subcontractor and Third Party IPR

- 3.4.3.12. Annex B.12: Certificate of Origin of Equipment, Services, and Intellectual Property
- 3.4.3.13. Annex B.13: List of Proposed Key Personnel
- 3.4.3.14. Annex B.14: Certificate of Price Ceiling.
- 3.4.3.15. Annex B.15: Disclosure of Involvement of Former NCI Agency Employment
- 3.4.3.16. Annex B.16: Code of Conduct: Post Employment Measures. Please note this annex is for information only and does not need to be signed or submitted.
- 3.4.3.17. ANNEX D: Bid Guarantee-Standby Letter of Credit. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.

3.5. Volume 2: Price Quotation

3.5.1. Quantity:

- 3.5.1.1. One (1) completed MS Excel (native) file of the Bidding Sheet document. This MS Excel file shall be duly filled, can be manipulated (i.e. not an image), and be the full and complete Price Quotation.
- 3.5.1.2. One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

3.5.2. General Rules

- 3.5.2.1. The total price of bid shall not exceed the ceiling stated below in paragraph 3.5.2.2. Bids submitted in excess of this ceiling may be determined to be non-compliant and eliminated from further consideration.
- 3.5.2.2. Bidders are advised that the total price shall not exceed a ceiling of ~~€24,242,444~~ €30,303,051.24 broken down as:
 - 3.5.2.2.1. ~~€18,634,614.00~~ €23,293,267.28 for up to Final System Acceptance (FSA) plus 1-year Warranty after FSA (i.e. CLINs 1–5);
 - 3.5.2.2.2. ~~€2,665,215.00~~ €3,331,518.43 for In-Service Support (ISS) (i.e. CLIN 6) plus;
 - 3.5.2.2.3. ~~€2,942,612.00~~ €3,678,265.54 for the five years of Operation and Maintenance (O&M) support (i.e. CLIN 7).
- 3.5.2.3. Bidders shall prepare their Price Volume by completing the Bidding Sheet in accordance with the instructions specified in ANNEX A.
- 3.5.2.4. The structure of the Bidding Sheets shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW.
- 3.5.2.5. With the exception of any pre-populated Not-to-Exceed amounts, Bidders shall furnish Firm Fixed Prices for all required items in accordance with the

format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.

- 3.5.2.6. Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant.
- 3.5.2.7. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser’s favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.2.8. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
 - 3.5.2.8.1. The currency is of a "Participating Country" in the project, and
 - 3.5.2.8.2. The Bidder can demonstrate, either through subcontract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.2.9. The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.10. Bidders shall therefore exclude from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B.5.
- 3.5.2.11. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.5.2.12. The Bidder’s attention is directed to the fact that the Price Volume shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.6. **Volume 3: Technical Proposal Package**

3.6.1. **Quantity:**

3.6.1.1. **Part 1: Engineering Proposal**, as described in paragraph 3.6.4.1.3.

3.6.1.1.1. One PDF file for Draft System Development Plan (SDP)

- 3.6.1.1.2. One PDF file for Draft Requirements Implementation Schedule (RIS)
- 3.6.1.1.3. One PDF file for Draft Usability Engineering Plan (UEP)
- 3.6.1.1.4. One PDF file for Draft System Design Specification (SDS)
- 3.6.1.1.5. One PDF file for Requirement Traceability Matrix (RTM)
- 3.6.1.1.6. One PDF file for Draft Project Test Plan (PTP)

- 3.6.1.2. **Part 2: Management Proposal**, as described in paragraph 3.6.4.1.4.
 - 3.6.1.2.1. One PDF file for Bidder Qualifications (BQ)
 - 3.6.1.2.2. One PDF file for Draft Project Management Plan (PMP)
 - 3.6.1.2.3. One PDF file for Project Product Breakdown Structure (PPBS)
 - 3.6.1.2.4. One PDF file for Project Work Breakdown Structure (PWBS)
 - 3.6.1.2.5. One PDF file for Project Management Schedule (PMS)
 - 3.6.1.2.6. One PDF file for Risk Management Plan (RMP)

- 3.6.1.3. **Part 3: Supportability Proposal**, as described in paragraph 3.6.4.1.5.
 - 3.6.1.3.1. One PDF file for Supportability Integrated Logistic Support (ILS) Plan
 - 3.6.1.3.2. One PDF file for Configuration Management Plan (CMP)
 - 3.6.1.3.3. One PDF file for Draft In-Service Support Plan (ISSP)
 - 3.6.1.3.4. One PDF file for Draft Warranty/In-Service Support (ISS) Report
 - 3.6.1.3.5. One PDF file for Training (TRN)

- 3.6.2. No information disclosing or contributing to disclose the Bid Price shall be made part of the Technical Proposal Package. Failure to abide to this prescription shall result in the bid being declared non-compliant.

- 3.6.3. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met. A simple copy / paste of the requirements from the IFB into a proposal will not be constitute sufficient grounds of compliance and may lead to a determination of non-compliance.

- 3.6.4. **TECHNICAL PROPOSAL PACKAGE CONTENT:**
 - 3.6.4.1. The Technical Proposal shall include:
 - 3.6.4.1.1. **Table of Contents:** which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of the Technical Proposal. This is not included as part of the page limit count.
 - 3.6.4.1.2. **Executive summary:** Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary. An Executive Summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed 1 page.

3.6.4.1.3. ENGINEERING PROPOSAL

3.6.4.1.3.1. All areas of the engineering proposal shall comprehensively demonstrate feasibility and reasonableness of the proposed solution.

3.6.4.1.3.2. The Engineering Proposal shall include:

3.6.4.1.3.3. Table of Contents

3.6.4.1.3.3.1. Bidders shall compile a detailed Table of Contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of the Engineering Proposal.

3.6.4.1.3.4. Draft System Development Plan (SDP)

3.6.4.1.3.4.1. The Bidder shall submit a draft SDP and shall use paragraphs 4.4.1-4.4.2.11 of Book II, Part IV, Statement of Work (SOW) as the guideline in submitting this draft SDP.

3.6.4.1.3.4.2. The Bidder shall provide evidence that within the sprint delivery the development process and the test methodology are detailed and mature.

3.6.4.1.3.4.3. The Bidder shall describe the processes, the tools and the indicators that will be used for these activities.

3.6.4.1.3.4.4. The Bidder shall detail the mechanism it will put in place to ensure there will not be any conflict between its development and the one from the existing (NCOP2) Contractor.

3.6.4.1.3.5. Draft Requirements Implementation Schedule (RIS)

3.6.4.1.3.5.1. The Bidder shall submit a draft RIS and shall use paragraph 4.4.3 of the SOW as the guideline in submitting this draft RIS.

3.6.4.1.3.5.2. The draft RIS shall emphasize the sprint concept methodology in a way that the requirements are grouped in a prioritised, logical and achievable way that each baseline will deliver the foreseen scope.

3.6.4.1.3.6. Draft Usability Engineering Plan (UEP)

3.6.4.1.3.6.1. The Bidder shall submit a draft UEP and shall use paragraph 4.4.4 of the SOW as the guideline in submitting this draft RIS.

3.6.4.1.3.7. Draft System Design Specification (SDS)

3.6.4.1.3.7.1. The Bidder shall submit a draft SDS and shall use paragraph 4.6.4 of the SOW as the guideline in submitting this draft SDS.

3.6.4.1.3.7.2. The draft SDS shall describe the performance characteristics of the proposed solution in terms of construction, component functions, operation, and maintenance.

3.6.4.1.3.7.3. The draft SDS shall demonstrate that the proposed solution is comprehensive, feasible and logical.

3.6.4.1.3.7.4. The draft SDS shall describe the architecture and composition of the proposed solution clearly indicating which parts already exist (re-use of existing components, provided as Purchaser Furnished Equipment) and which parts will be built under its responsibility.

3.6.4.1.3.8. Draft Requirement Traceability Matrix (RTM)

3.6.4.1.3.8.1. The Bidder shall submit a draft RTM and shall use paragraph 4.6.4.13.1 of the SOW as the guideline in submitting this draft RTM.

3.6.4.1.3.9. Draft Project Test Plan (PTP)

3.6.4.1.3.9.1. The Bidder shall submit a draft PTP and shall use paragraph 4.8.4 of the SOW as the guideline in submitting this draft PTP.

3.6.4.1.3.9.2. The Bidder shall provide evidence that the proposed solution will not degrade the existing components and that non-regression tests will cover the current scope of the system.

3.6.4.1.3.9.3. The Bidder shall describe its understanding of its role during the all the testing phases of the project, in particular with Programme Verification Strategy (PVS) activities.

3.6.4.1.4. MANAGEMENT PROPOSAL

3.6.4.1.4.1. All areas of the management proposal shall comprehensively demonstrate feasibility and reasonableness of the proposed approach.

3.6.4.1.4.2. The Management Proposal shall include:

3.6.4.1.4.3. Table of Contents

3.6.4.1.4.3.1. Bidders shall compile a detailed Table of Contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of the Management Proposal.

3.6.4.1.4.4. Bidder Qualifications (BQ)

3.6.4.1.4.4.1. The Bidder shall describe and demonstrate the relevant corporate experience in at least one (1) recent contract within the last five (5) years

for which the Bidder has delivered the same as or substantially similar to the proposed solution, with at least one intelligence or military or law enforcement customer.

- 3.6.4.1.4.4.2. The Bidder shall provide a description of the necessary experiences to support the Project and System Lifecycle of the referenced project(s).
 - 3.6.4.1.4.4.3. For each referenced previous project(s) above, the Bidder shall provide a description of the solution deployed/delivered, highlighting similarities to the proposed solution; the purchaser(s) of these system(s); the user(s) of these system(s); the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.
 - 3.6.4.1.4.4.4. For each of the proposed key personnel, the Bidder shall provide the Curriculum Vitae (CV) of each individual, clearly demonstrating their education and experience as required in paragraph 6 of the SOW.
 - 3.6.4.1.4.4.5. The Bidder shall provide evidence of previous use of the detailed sequence of activities which are expected to support the AGILE methodology through the project life cycle.
 - 3.6.4.1.4.4.6. The Bidder shall provide samples of indicators and metrics from similar AGILE project. Those shall cover at least the management, development and test activities.
 - 3.6.4.1.4.4.7. The Bidder shall characterize its processes and shall provide the evidence that they are described in standards, procedures, tools, and methods.
 - 3.6.4.1.4.4.8. The Bidder shall provide a clear definition of each processes in terms of purpose, inputs, entry criteria, activities, roles, measures, verification steps, outputs, and exit criteria.
 - 3.6.4.1.4.4.9. The Bidder shall provide evidence that the standards, process descriptions, and procedures for a project are tailored from the organization's set of standard processes to suit a particular project.
- 3.6.4.1.4.5. Draft Project Management Plan (PMP)**
- 3.6.4.1.4.5.1. The Bidder shall submit a draft PMP and shall use paragraph 3.7 of the SOW as the guideline in submitting this draft PMP. The draft PMP shall include all aspects of the project such as the Contractor's project management structure and project management methodology, control processes and tools/environments, and relationship with the Purchaser necessary to provide the capability as will be required by the resulting Contract.
 - 3.6.4.1.4.5.2. The Bidder shall detail the resources that will be allocated throughout the duration of the project, in particular with the period between the Final

System Acceptance and the end of Warranty.

3.6.4.1.4.5.3. The Bidder shall describe the mechanism it will put in place to maintain the development capacity throughout the project lifecycle, especially during the periods when a support is required for external activities (e.g. PVS activities).

3.6.4.1.4.6. Draft Project Product Breakdown Structure (PPBS)

3.6.4.1.4.6.1. The Bidder shall submit a draft PPSB and shall use paragraph 3.9 of the SOW as the guideline in submitting this draft PPBS.

3.6.4.1.4.6.2. The Bidder shall submit the Product Description to include the purpose and function of the product and the level of quality required of the product.

3.6.4.1.4.6.3. The Bidder shall submit a Product Flow Diagram that clearly details the sequence of delivery of products and identifies dependencies between products (internal or external).

3.6.4.1.4.7. Draft Project Work Breakdown Structure (PWBS)

3.6.4.1.4.7.1. The Bidder shall submit a draft PWBS and shall use paragraph 3.10 of the SOW as the guideline in submitting this draft PWBS.

3.6.4.1.4.7.2. The draft PWBS shall describe the activities to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.

3.6.4.1.4.7.3. The draft PWBS includes a Dictionary identifying for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support.

3.6.4.1.4.8. Draft Project Management Schedule (PMS)

3.6.4.1.4.8.1. The Bidder shall submit a draft PMS and shall use paragraph 3.11 of the SOW as the guideline in submitting this draft PMS.

3.6.4.1.4.8.2. The draft PMS shall describe the sequence, duration, and relationship among task orders, activities and work items.

3.6.4.1.4.8.3. The Bidder shall provide evidence that the proposed schedule is realistic and takes into account the constraints from BMD Programme events and the implementation contract output.

3.6.4.1.4.9. Draft Risk Management Plan (RMP)

3.6.4.1.4.9.1. The Bidder shall submit a draft RMP and shall use paragraph 3.12 of the SOW as the guideline in submitting this draft RMP. The draft RMP shall include initial risk register to include at least twenty (20) risks with all the required information filled to properly manage them.

3.6.4.1.5. SUPPORTABILITY PROPOSAL

3.6.4.1.5.1. All areas of the Supportability proposal shall comprehensively demonstrate feasibility and reasonableness of the proposed solution.

3.6.4.1.5.2. The Supportability Proposal shall include:

3.6.4.1.5.3. Table of Contents

3.6.4.1.5.3.1. Bidders shall compile a detailed Table of Contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of the Supportability Proposal.

3.6.4.1.5.4. Draft Integrated Logistic Support (ILS) Plan

3.6.4.1.5.4.1. The Bidder shall submit a draft ILS Plan and shall use paragraph 5.2 of the SOW as the guideline in submitting this draft ILS Plan. The draft ILS Plan shall demonstrate the Bidder's capabilities to support the future capability.

3.6.4.1.5.4.2. The draft ILS Plan shall also include a detailed Product Support Case using the Logistic Support Analysis (LSA) and Reliability, Availability, Maintainability (RAM) paragraph 5.4 of the SOW as the guideline. The draft ILS Plan shall include the details of the calculation and estimation methodology for RAM metrics (based on the System Requirements Specification (SRS)) and spare parts with clear formulas and rationale.

3.6.4.1.5.5. Draft Configuration Management Plan (CMP)

3.6.4.1.5.5.1. The Bidder shall submit a draft CMP with a Traceability Matrix (as an annex), and shall use paragraph 3.13 of the SOW as the guideline in submitting this draft CMP. The draft CMP shall demonstrate the Bidder's ability to manage all aspects of the configuration management process of the future BMD capability, in particular, within the Agile/Sprint methodology.

3.6.4.1.5.6. Draft In-Service Support Plan (ISSP)

3.6.4.1.5.6.1. The Bidder shall submit a draft In-Service Support Plan (ISSP) with a Traceability Matrix (as an annex) and shall use paragraphs 5.9 and 5.12 of the SOW as the guideline in submitting this draft plan.

3.6.4.1.5.7. Draft Warranty/ In-Service Support (ISS) Report

3.6.4.1.5.7.1. The Bidder shall submit a draft Warranty/In-Service Support (ISS) Report and shall use paragraphs 5.9 and 5.13 of the SOW as the guideline in submitting this draft report.

3.6.4.1.5.8. Draft Training Plan

3.6.4.1.5.8.1. The Bidder shall submit a draft Training Plan (TP), and shall use paragraphs 5.8 and 6.6 of the SOW as the guideline in submitting this draft Training Plan.

3.7. Bidder’s Check-List

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

3.7.1.1. Volume 1: Bid Administration Package

#	Item	Maximum Page Limit	Format	Delivery Method
1	Annex B.1: Certificate of Legal Name of Bidder	No page limit	<p>A. per naming convention in paragraph 3.3.9</p> <p>1. one (1) PDF file containing documents #1-#17</p> <p>2. one (1) PDF file of #18; plus a copy submitted to NCIAFinanceTreasuryBankGuarantee@ncia.nato.int</p>	Email
2	Annex B.2: Acknowledgment of Receipt of IFB Amendments			
3	Annex B.3: Certificate of Independent Determination			
4	Annex B.4: Certificate of Bid Validity			
5	Annex B.5: Certificate of Exclusion of Taxes, Duties, and Charges			
6	Annex B.6: Comprehension and Acceptance of Contract Special and General Provisions			
7	Annex B.7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, with the prospective text of such Agreements, as applicable			
8	Annex B.8: Certificate of AQAP 2110 or ISO 9001:2008 Compliance or Equivalent			
9	Annex B.9: List of Prospective Subcontractors			
10	Annex B.10: Bidder Background IPR			
11	Annex B.11: List of Subcontractor and Third Party IPR			
12	Annex B.12: Certificate of Origin of Equipment, Services, and Intellectual Property			
13	Annex B.13: List of Proposed Key Personnel			
14	Annex B.14: Certificate of Price Ceiling			
15	Annex B.15: Disclosure of Involvement of Former NCI Agency Employment			
16	Annex B.16: Code of Conduct: Post Employment Measures. Please note this annex is for information only and does not need to be signed or submitted			

17	Annex D: Bid Guarantee-Standby Letter of Credit.			
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3.7.1.2. Volume 2: Price Quotation

#	Item	Maximum Page Limit	Format	Delivery Method
			Per naming convention in paragraph 3.3.9:	
1	Annex A-1: Bidding Sheets (i.e. “2_IFB-CO-115461-NCOPBMD_Book I-Bidding Sheets.xlsx”)	No-page Limit	One (1) completed MS Excel file which shall be duly filled, can be manipulated (i.e. not an image) and be the full and complete Price Quotation	Email
2	Offer Summary sheet (i.e. Tab 1) of the Bidding Sheets	No-page Limit	One (1) PDF file	

3.7.1.3. Volume 3: Technical Proposal Package

	Item	Maximum Page Limit	Format	Delivery Method
1	Executive Summary	1	One (1) PDF File of per document and per naming convention in paragraph 3.3.9.	Email
2	Table of Contents	No page limit		
3	Engineering Proposal	120		
	a. Table of Contents	No page limit		
	b. Draft System Development Plan (SDP)	20		
	c. Draft Requirements Implementation Schedule (RIS)	20		
	d. Draft Usability Engineering Plan (UEP)	20		
	e. Draft System Design Specification (SDS)	20		
	f. Draft Requirement Traceability Matrix (RTM)	20		
	g. Draft Project Test Plan (PTP)	20		
4	Management Proposal	120		
	a. Table of Contents	No page limit		
	b. Bidder Qualifications	20		
	c. Draft Project Management Plan (PMP)	20		
	d. Draft Project Product Breakdown Structure (PPBS)	20		
	e. Draft Project Work Breakdown Structure (PWBS)	20		
	f. Draft Project Management Schedule (PMS)	20		
	g. Draft Risk Management Plan (RMP)	20		
5	Supportability Proposal	100		
	a. Table of Contents	No page limit		
	b. Draft Integrated Logistic Support Plan (ILSP)	20		
	c. Draft Configuration Management Plan (CMP)	20		
	d. Draft In-Service Support Plan (ISSP)	20		
	e. Draft Warranty/ In-Service Support (ISS) Report	20		
	f. Draft Training Plan	20		

END OF SECTION 3

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 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 or included only by reference.
- 4.1.3. To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. 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 assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the bid to be deemed non-compliant
- 4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Bidder shall be responsible for providing access to its own or Subcontractors' facilities and personnel.
- 4.1.7. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4-D(2008)0002-REV2, "Procedures and

Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology”, with the exception described in paragraph 4.3.1.2. The bid evaluation methodology to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the Host Nation.

4.2. **Best Value Award Approach and Bid Evaluation Factors**

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

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

4.2.3. **Technical Scoring**

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

4.2.3.1.1. **Engineering (E):** 35% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in paragraph 4.5.2.

4.2.3.1.2. **Management (M):** 45% weight, based on the criteria listed in order of descending importance in paragraph 4.5.3.

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

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

4.2.3.2.1. $TS = (35\% * \text{Engineering Score}) + (45\% * \text{Management Score}) + (20\% * \text{Supportability Score})$

4.2.4. **Price Scoring**

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

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

4.2.4.2. The “Bid Price” and the “Average Bid Price” will be calculated based on the sum of the proposed prices as defined in paragraph 4.6.3.2.

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

4.2.4.4. Bidders shall note that any bid in excess of the stated ceiling price set forth in paragraph 3.5.2.2 may not be scored as the bid may be determined to be non-

compliant.

4.2.5. Best Value Final Scoring

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

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

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

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

4.3. Evaluation Procedure

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

4.3.1.1. Step 1: Administrative Compliance

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

4.3.1.2. Step 2: Technical Evaluation

4.3.1.2.1. The Technical volumes will be evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.3 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.

4.3.1.2.2. Bidders are advised that any bid whose Technical Proposal receives a score of less than 20% of the total unweighted raw score possible in any of the sub-criteria listed in paragraph 4.5 of this document may be determined by the Purchaser to be non-compliant and not considered for further evaluation.

4.3.1.3. Step 3: Price Evaluation

4.3.1.3.1. The Price volumes will be opened and evaluated in accordance with paragraph 4.6.

4.3.1.4. Step 4: Determination of Apparent Successful Bidder

4.3.1.4.1. Upon completion of the Technical and Price evaluations, the scores of the bids considered to be technically compliant will be calculated. The Apparent Successful Bid will be determined in accordance with paragraph 4.7.

4.4. Evaluation Step 1: Administrative Compliance

4.4.1. Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of the Bid Administration Volume. The evaluation of the Bid Administration Volume will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

4.4.1.1. The bid was received by the Bid Closing Date and Time stated in paragraph 2.3.1;

4.4.1.2. The bid is packaged and marked properly as stated in paragraph 3.3;

4.4.1.3. The Bid Administration Volume contains the documentation listed in paragraph 3.4 and complies with the formal requirements established in paragraph 3.3;

4.4.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.4.2. **Receipt of an unreadable electronic bid.** If a bid received by email is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Point of Contract in paragraph 2.6.1 shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

4.4.2.1.1. Of the content of the bid as originally submitted; and,

4.4.2.1.2. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

4.4.3. A bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.4. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.

4.4.5. Notwithstanding paragraph 4.4.3 if it is later discovered in the evaluation of the Bid Administration Volume, Technical Volume or the Price Volume that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

4.5. Evaluation Step 2: Technical Evaluation

4.5.1. The Technical Proposal will be evaluated against the criteria set forth in this section. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this IFB but are predetermined and included in the Technical Evaluation Weighting Scheme sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the Technical Proposal evaluation and rating.

4.5.2. Part 1: Engineering

4.5.2.1. The criteria used to evaluate Part 1, Engineering are listed in descending order of importance.

4.5.2.2. Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.2.3. The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.2.4. Draft System Development Plan (SDP)

4.5.2.4.1. The Bidder submitted a draft SDP and used paragraphs 4.4.1-4.4.2.11 of Book II, Part IV, Statement of Work (SOW) as the guideline in submitting this draft SDP.

4.5.2.4.2. The Bidder provided evidence that within the sprint delivery the development process and the test methodology are detailed and mature.

4.5.2.4.3. The Bidder described the processes, the tools and the indicators that will be used for these activities.

4.5.2.4.4. The Bidder detailed the mechanism it will put in place to ensure there will not be any conflict between its development and the one from the existing (NCOP2) Contractor.

4.5.2.5. Draft Requirements Implementation Schedule (RIS)

4.5.2.5.1. The Bidder submitted a draft RIS and used paragraph 4.4.3 of the SOW as the

guideline in submitting this draft RIS.

4.5.2.5.2. The draft RIS emphasized the sprint concept methodology in a way that the requirements are grouped in a prioritised, logical and achievable way that each baseline will deliver the foreseen scope.

4.5.2.6. Draft Usability Engineering Plan (UEP)

4.5.2.6.1. The Bidder submitted a draft UEP and used paragraph 4.4.4 of the SOW as the guideline in submitting this draft RIS.

4.5.2.7. Draft System Design Specification (SDS)

4.5.2.7.1. The Bidder submitted a draft SDS and used paragraph 4.6.4 of the SOW as the guideline in submitting this draft SDS.

4.5.2.7.2. The draft SDS described the performance characteristics of the proposed solution in terms of construction, component functions, operation, and maintenance.

4.5.2.7.3. The draft SDS demonstrated that the proposed solution is comprehensive, feasible and logical.

4.5.2.7.4. The draft SDS described the architecture and composition of the proposed solution clearly indicating which parts already exist (re-use of existing components, provided as Purchaser Furnished Equipment) and which parts will be built under its responsibility.

4.5.2.8. Draft Requirement Traceability Matrix (RTM)

4.5.2.8.1. The Bidder submitted a draft RTM and used paragraph 4.6.4.13.1 of the SOW as the guideline in submitting this draft RTM.

4.5.2.9. Draft Project Test Plan (PTP)

4.5.2.9.1. The Bidder submitted a draft PTP and used paragraph 4.8.4 of the SOW as the guideline in submitting this draft PTP.

4.5.2.9.2. The Bidder provided evidence that the proposed solution will not degrade the existing components and that non-regression tests will cover the current scope of the system.

4.5.2.9.3. The Bidder described its understanding of its role during the all the testing phases of the project, in particular with Programme Verification Strategy (PVS) activities.

4.5.3. Part 2: Management

4.5.3.1. The criteria used to evaluate Part 2, Management are listed in descending order of importance.

4.5.3.2. Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.3.3. The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.3.4. Bidder Qualifications (BQ)

4.5.3.4.1. The Bidder described and demonstrated the relevant corporate experience in at least one (1) recent contract within the last five (5) years for which the Bidder had delivered the same as or substantially similar to the proposed solution, with at least one intelligence or military or law enforcement customer.

4.5.3.4.2. The Bidder provided a description of the necessary experiences to support the Project and System Lifecycle of the referenced project(s).

4.5.3.4.3. For each referenced previous project(s) above, the Bidder provided a description of the solution deployed/delivered, highlighting similarities to the proposed solution; the purchaser(s) of these system(s); the user(s) of these system(s); the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.

4.5.3.4.4. For each of the proposed key personnel, the Bidder provided the Curriculum Vitae (CV) of each individual, clearly demonstrating their education and experience as required in paragraph 6 of the SOW.

4.5.3.4.5. The Bidder provided evidence of previous use of the detailed sequence of activities which are expected to support the AGILE methodology through the project life cycle.

4.5.3.4.6. The Bidder provided samples of indicators and metrics from similar AGILE project. Those covered at least the management, development and test activities.

4.5.3.4.7. The Bidder characterized its processes and provided the evidence that they are described in standards, procedures, tools, and methods.

4.5.3.4.8. The Bidder provided a clear definition of each processes in terms of purpose, inputs, entry criteria, activities, roles, measures, verification steps, outputs, and exit criteria.

4.5.3.4.9. The Bidder provided evidence that the standards, process descriptions, and procedures for a project are tailored from the organization's set of standard

processes to suit a particular project.

4.5.3.5. Draft Project Management Plan (PMP)

4.5.3.5.1. The Bidder submitted a draft PMP and used paragraph 3.7 of the SOW as the guideline in submitting this draft PMP. The draft PMP included all aspects of the project such as the Contractor's project management structure and project management methodology, control processes and tools/environments, and relationship with the Purchaser necessary to provide the capability as will be required by the resulting Contract.

4.5.3.5.2. The Bidder detailed the resources that will be allocated throughout the duration of the project, in particular with the period between the Final System Acceptance and the end of Warranty.

4.5.3.5.3. The Bidder described the mechanism it will put in place to maintain the development capacity throughout the project lifecycle, especially during the periods when a support is required for external activities (e.g. PVS activities).

4.5.3.6. Draft Project Product Breakdown Structure (PPBS)

4.5.3.6.1. The Bidder submitted a draft PPSB and used paragraph 3.9 of the SOW as the guideline in submitting this draft PPBS.

4.5.3.6.2. The Bidder submitted the Product Description to include the purpose and function of the product and the level of quality required of the product.

4.5.3.6.3. The Bidder submitted a Product Flow Diagram that clearly detailed the sequence of delivery of products and identifies dependencies between products (internal or external).

4.5.3.7. Draft Project Work Breakdown Structure (PWBS)

4.5.3.7.1. The Bidder submitted a draft PWBS and used paragraph 3.10 of the SOW as the guideline in submitting this draft PWBS.

4.5.3.7.2. The draft PWBS described the activities to a level that exposed all project risk factors and allowed accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.

4.5.3.7.3. The draft PWBS included a Dictionary identifying for each work item its duration, resource requirements, inputs and outputs, predecessors and successors, assumptions, constraints, dependencies, and requirements for Purchaser support.

4.5.3.8. Draft Project Management Schedule (PMS)

4.5.3.8.1. The Bidder submitted a draft PMS and used paragraph 3.11 of the SOW as the

guideline in submitting this draft PMS.

4.5.3.8.2. The draft PMS described the sequence, duration, and relationship among task orders, activities and work items.

4.5.3.8.3. The Bidder provided evidence that the proposed schedule is realistic and took into account the constraints from BMD Programme events and the implementation contract output.

4.5.3.9. Draft Risk Management Plan (RMP)

4.5.3.9.1. The Bidder submitted a draft RMP and used paragraph 3.12 of the SOW as the guideline in submitting this draft RMP. The draft RMP included initial risk register to include at least twenty (20) risks with all the required information filled to properly manage them.

4.5.4. Part 3: Supportability

4.5.4.1. The criteria used to evaluate Part 3, Supportability are listed in descending order of importance.

4.5.4.2. Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.4.3. The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.4.4. Draft Integrated Logistic Support (ILS) Plan

4.5.4.4.1. The Bidder submitted a draft ILS Plan and used paragraph 5.2 of the SOW as the guideline in submitting this draft ILS Plan. The draft ILS Plan demonstrated the Bidder's capabilities to support the future capability.

4.5.4.4.2. The draft ILS Plan also included a detailed Product Support Case using the Logistic Support Analysis (LSA) and Reliability, Availability, Maintainability (RAM) paragraph 5.4 of the SOW as the guideline. The draft ILS Plan included the details of the calculation and estimation methodology for RAM metrics (based on the System Requirements Specification (SRS)) and spare parts with clear formulas and rationale.

4.5.4.5. Draft Configuration Management Plan (CMP)

4.5.4.5.1. The Bidder submitted a draft CMP with a Traceability Matrix (as an annex) and used paragraph 3.13 of the SOW as the guideline in submitting this draft CMP. The draft CMP demonstrated the Bidder's ability to manage all aspects of the configuration management process of the future BMD capability, in particular, within the Agile/Sprint methodology.

4.5.4.6. Draft In-Service Support Plan (ISSP)

4.5.4.6.1. The Bidder submitted a draft In-Service Support Plan (ISSP) with a Traceability Matrix (as an annex) and used paragraphs 5.9 and 5.12 of the SOW as the guideline in submitting this draft plan.

4.5.4.7. Draft Warranty/ In-Service Support (ISS) Report

4.5.4.7.1. The Bidder submitted a draft Warranty/In-Service Support (ISS) Report and used paragraphs 5.9 and 5.13 of the SOW as the guideline in submitting this draft report.

4.5.4.8. Draft Training Plan

4.5.4.8.1. The Bidder submitted a draft Training Plan (TP), and used paragraphs 5.8 and 6.6 of the SOW as the guideline in submitting this draft Training Plan.

4.6. Evaluation Step 3: Price Evaluation

4.6.1. The Bidder's price bid will be assessed for compliance against the following standards:

4.6.1.1. The total amount of the bid (inclusive of all work packages for the basic contract and all option years) shall not exceed the ceiling in paragraph 3.5.2.2.

4.6.1.2. The price bid meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in ANNEX A.

4.6.1.3. Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.

4.6.1.4. The price bid meets requirements for price realism and balance as described below in paragraph 4.6.4.

4.6.2. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.6.3. Basis of Price Comparison

4.6.3.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.6.3.2. The evaluated bid price to be inserted into the formula specified at paragraph 4.2.4.1 will be derived as follows:

4.6.3.2.1. The sum of the Firm Fixed Prices proposed for CLINs 1-8 as detailed below:

CLIN Number	CLIN Name
Base Contract	
1.0	Project Management
2.0	System Engineering
3.0	NCOP Training
4.0	NCOP Post Software Delivery Support and Sustainment and Warranty
Options-Evaluated	
2.6	Testing and Validation Support
4.3	On-Site Support
5.0	BMD Programme Validation
6.0	In Service Support (up to and including warranty period)
Options-Non-Evaluated	
7.0	Operations & Maintenance (O&M Post warranty)
8.0	COTS SW

4.6.4. Price Balance and Realism

4.6.4.1. In those cases in which the prices quoted in relation with this IFB appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.

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

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

4.6.4.2.2. 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.

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

4.6.4.3. 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:

4.6.4.3.1. An error was made in the preparation of the price quotation. In such a case,

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

- 4.6.4.3.2.** The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- 4.6.4.3.3.** The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.4.4.** 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 paragraph 4.6.4.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.6.4.5.** If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.6.4.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.6.4.3.3 above, 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.
- 4.6.4.6.** If the Bidder presents a convincing rationale pursuant to paragraph 4.6.4.3.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the bid may be determined to be non-compliant.
- 4.6.4.7.** The Agency reserves the right to request prime contractors or the subcontractors to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as: 1) catalogue price lists and any applicable discounts, 2) copies of the Subcontractor's orders from others for the same or similar items,

including explanations for cost variations, 3) Subcontractor's internal cost estimate, or documentation of whatever means the Subcontractor used to arrive at the charge.

- 4.6.5. Once the offered prices as described in paragraph 4.6.3.2 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 will be applied to derive the Price Score of each bid.

4.7. Evaluation Step 4: Calculation of Best Value Scores

- 4.7.1. Upon conclusion and approval of the Technical Evaluation and Price Evaluation results, the pre-determined weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each bid.
- 4.7.2. The highest scored bid will be recommended as the Apparent Successful Bid.
- 4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point (1.0) of each other. (For example, final scores of 67.30 and 68.30 are within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a tie.) The Purchaser will then resolve the statistical tie by awarding the contract to the bid with the highest weighed technical score.
- 4.7.4. Prior to confirmation of award, the Purchaser shall invite the Bidder with the Apparent Successful Offer to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the IFB documents, any remaining topics and results in the preparation of the final contract documents.
- 4.7.5. Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final bid compliance will be noted.
- 4.7.6. The Purchaser will deliver the final set of contract documents to the Bidder for their signature. Upon the Purchaser's countersignature of those contract documents, the contract shall be considered to be in effect.

END OF SECTION 4

ANNEX A BIDDING SHEETS

ANNEX A.1. Introduction

- A.1.1.** Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the bid pricing requirements included in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.
- A.1.2.** No alteration of the Bidding Sheet - including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheet file.
- A.1.3.** Additional price columns may be added if multiple currencies are bid, including extra provisions for all totals.

ANNEX A.2. General Requirements

- A.2.1.** Bidders are required, in preparing their Price Volume to utilise the electronic files provided as part of this IFB and referenced in paragraph 3.5.1.
- A.2.2.** This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.
- A.2.3.** The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
- A.2.4.** In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
- A.2.5.** All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and National sites and Contractor facilities.
- A.2.6.** Should the Apparent Best Value Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
- A.2.7.** Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.
- A.2.8.** If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described paragraph 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.

- A.2.9.** Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

ANNEX B PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES

ANNEX B.1. CERTIFICATE OF LEGAL NAME OF BIDDER

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

Full Name of Corporation: _____

Division (If Applicable): _____

Sub Division (If Applicable): _____

Official Mailing Address

E-Mail Address: _____

Point of Contact Regarding this bid:
Name: _____

Position: _____

Phone: _____

Alternative Point of Contact:
Name: _____

Position: _____

Phone: _____

E-Mail Address: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B.2. ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following amendments to Invitation for Bid n° IFB-CO-115461-NCOPBMD have been received and the bid, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issued	Date of receipt	Initials

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

ANNEX B.3. CERTIFICATE OF INDEPENDENT DETERMINATION

It is hereby stated that:

We have read and understand all documentation issued as part of IFB-CO-115461-NCOPBMD. Our bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the Prospective Contract.

Our bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;

The contents of our bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and

No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B.4. CERTIFICATE OF BID VALIDITY

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B.5. CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

**ANNEX B.6. COMPREHENSION AND ACCEPTANCE OF CONTRACT
SPECIAL AND CONTRACT GENERAL PROVISIONS**

The Bidder hereby certifies that it has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II of this Invitation for Bid. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles 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 and General Provisions if awarded the Contract as a result of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B.7. DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

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

B.7.1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my subcontractors, to be executed by the NCI Agency as a condition of my firm’s performance of the Contract, have been identified, as part of the bid.

B.7.1.1. Bidder is to:

B.7.1.1.1. insert list of supplemental agreements:

B.7.1.1.2. Or check none if none supplemental agreements:

None

B.7.2. Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

B.7.3. 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).

B.7.4. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or Memorandum of Understanding (MOU) signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted bid to be non-compliant with the requirements of the IFB.

B.7.5. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

Date

Signature of Authorised Representative

Printed Name

Title

Company

**ANNEX B.8. CERTIFICATE OF COMPLIANCE AQAP 2110 OR ISO 9001:2015
OR EQUIVALENT**

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidders must attach copies of any relevant quality certification.

ANNEX B.9. LIST OF PROSPECTIVE SUBCONTRACTORS

Name and Address of Subcontract	DUNS Number ²	Primary Location of Work	Items/Services to be Provided	Estimated Value of Subcontract

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

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

ANNEX B.10. BIDDER BACKGROUND IPR

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

B.10.1. The Bidder Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract.

Item	Description / IP Ownership	Indicate if COTS ¹

B.10.2. The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the Background IPR specified above.

B.10.3. The Background IPR stated above complies with the terms specified in Article 26 of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Article 30 of the Contract General Provisions.

Date	Signature of Authorised Representative
	Printed Name
	Title
	Company
	Bid Reference

Indicate whether the IPR is applicable to a COTS product as defined in the Contract General Provisions.

ANNEX B.11. LIST OF SUBCONTRACTOR OR THIRD PARTY IPR

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

B.11.1. The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract.

Item	Description / IP Ownership	Indicate if COTS ³

B.11.2. The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.

B.11.3. The Subcontractor and/or Third Party IPR stated above complies with the terms Article 30 the Contract General Provisions.

_____ Date	_____ Signature of Authorised Representative _____ Printed Name _____ Title _____ Company _____ Bid Reference
---------------	--

³ Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

**ANNEX B.12. CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES,
AND INTELLECTUAL PROPERTY**

B.12.1. The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, it will perform the Contract subject to the following conditions:

B.12.1.1. 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.12.1.2. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity; and

B.12.1.3. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bid Reference

ANNEX B.13. LIST OF PROPOSED KEY PERSONNEL

Position	SOW Reference(s)	Labour Category	Name	Designation Period
Project Manager	3.5.2	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through End of Contract
Technical Lead	3.5.3	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through End of Contract
Test Director	3.5.4	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through End of Contract
Quality Assurance Manager	3.5.5	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through End of Contract
ILS Manager	3.5.6	<i>To be completed by the Bidder</i>	<i>To be completed by the Bidder</i>	EDC through End of Contract

*EDC : Effective Date of Contract

ANNEX B.14. CERTIFICATE OF PRICE CEILING

B.14.1. I hereby certify that the total price offered in the Price Volume of this bid does not exceed the price ceiling provided in paragraph 3.5.2.2 of the Bidding Instructions.

B.14.2. Note: All prices, or supporting pricing information, shall be included in the Price Volume only. There shall be no pricing information disclosed in either the Bid Administration Volume or the Technical Volume.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B.15. DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT

The Bidder hereby certifies that, in preparing its bid, the Bidder did not have access to solicitation information prior to such information 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:

- Has 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 Annex B-16 of this IFB):

Employee Name	Former NCI Agency Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

**ANNEX B.16. NCI AGENCY AD. 05.00, CODE OF CONDUCT: POST
EMPLOYMENT MEASURES**

1. The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
2. Former NCI Agency Personnel will not be accepted as consultants or commercial 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.
3. In addition to paragraph 2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency 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 Agency Supervisory Board (ASB).
4. NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized’ release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

7. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

ANNEX C CLARIFICATION REQUEST FORM

IFB-CO-115461-NCOPBMD

Company Name:

Submission Date:

ADMINISTRATIVE or CONTRACTUAL			
Serial#	IFB Ref.	Bidder's Question	NCI Agency's Response
A.1			
A.2			
A.3			

PRICE			
Serial#	IFB Ref.	Bidder's Question	NCI Agency's Response
P.1			
P.2			
P.3			

TECHNICAL			
Serial#	IFB Ref.	Bidder's Question	NCI Agency's Response
T.1			
T.2			
T.3			

ANNEX D BID GUARANTEE - STANDBY LETTER OF CREDIT

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 300,000.00 (Three Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-115461-NCOPBMD dated _____.
2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:
 - 2.1. (NAME OF BIDDER) has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the Best Value bid, has withdrawn its bid, or stated that it does not consider its bid valid or agree to be bound by its bid, or
 - 2.2. (NAME OF BIDDER) has submitted a bid determined by the Agency to be the Best Value bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or
 - 2.3. The NCI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or
 - 2.4. The NCI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment

must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.
 5. We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.
 6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:
 - 6.1. "The NCI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF BIDDER), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of € (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented)."
- Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.
7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
 8. Multiple drawings are allowed.
 9. Drafts drawn hereunder must be marked, "Drawn under {issuing bank} Letter of Credit No. {number}" and indicate the date hereof.
 10. This letter of credit sets forth in full the terms of our undertaking, and this

undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

- 11.** We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
- 12.** This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

ANNEX E LIST OF ACCEPTABLE BANKS TO ISSUE BID GUARANTEES

#	Bank	Country
1	KBC Group	Belgium
2	Bank of Montreal (BMO)	Canada
3	Royal Bank of Canada	Canada
4	Scotiabank	Canada
5	Danske Bank	Denmark
6	Citibank Europe	Europe
7	BNP Paribas	France
8	Credit Agricole Group	France
9	Societe Generale	France
10	Commerzbank AG	Germany
11	Deutsche Bank	Germany
12	Intesa	Italy
13	UniCredit S.p.A.	Italy
14	ING Group	Netherlands
15	Rabobank Group	Netherlands
16	Banco Santander	Spain
17	BBVA	Spain
18	Barclays PLC	United Kingdom
19	HSBC Holdings	United Kingdom
20	Standard Chartered Plc	United Kingdom
21	Bank of America	United States
22	Wells Fargo	United States

NCIA/ACQ/2022/06471
13 January 2022

To: Bidders List and Distribution List

Subject: Amendment 2: Extension of Bid Closing Date

IFB-CO-115461-NCOPBMD: Ballistic Missile Defence (BMD) Increments
1&2 Functions For NATO Common Operational Picture (NCOP)

- References:**
- A.** AC/4-D/2261(1996 Edition), Procedures for International Competitive Bidding
 - B.** AC/4-D(2008)0002-REV2, International Competitive Bidding Using Best Value Evaluation Methodology, dated 15 July 2015
 - C.** NCI Agency NOI NCIA/ACQ/2021/06810, dated 06 August 2021
 - D.** Issuance of IFB-CO-115461-NCOPBMD, dated 08 November 2021
 - E.** Issuance of IFB-CO-115461-NCOPBMD: Amendment 1, dated 01 December 2021

Dear Prospective Bidders,

1. The purpose of this Amendment 2 is to extend the bid closing date.
2. The closing time for submission of bids in response has been changed from Monday, 31 January 2022, 12:00 Hours (Central European Time (CET)) to Monday, 14 March 2022, 12:00 Hours (Central European Time (CET)). Please note that this new closing date reflects the 21-day automatic extension plus a 21-day extension for translation in accordance with 10(b)(iii) and (iv) of Reference A.
3. Please note that Agency's responses to Clarification Requests (CR) received from the date in Reference E until the close of business on 17 December 2021 will be provided to all nominated Bidders no later than 31 January 2022.
4. The NCI Agency point of contact for all information concerning this IFB is Mrs. Ijeoma Ike-Meertens, Senior Contracting Officer, who may be reached at CO115461NCOPBMD@ncia.nato.int.

For the Director of Acquisition



Ijeoma Ike-Meertens
Senior Contracting Officer



NATO RESTRICTED
(NATO UNCLASSIFIED when separated from
SOW-Annex A_System Requirement Specifications)

Distribution List for IFB-CO-115461-NCOPBMD

NATO Delegation (Attn: Infrastructure Adviser):

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

NATO RESTRICTED
(NATO UNCLASSIFIED when separated from
SOW-Annex A_System Requirement Specifications)