

INVITATION FOR BID

IFB- CO-115049-NCOP2

**Implement Increment 2 of the NATO Common Operational
Picture (NCOP)**



NATO Communications and Information Agency

BOOK I

BIDDING INSTRUCTIONS

TABLE OF CONTENTS

1	INTRODUCTION	4
1.1	Purpose	4
1.2	Project Scope	4
1.3	Overview of the Prospective Contract	4
1.4	Governing Rules, Eligibility, and Exclusion Provisions	4
1.5	Lowest Compliant Bidding (LCB) Evaluation Method	5
1.6	Security	5
2	GENERAL BIDDING INFORMATION	7
2.1	Definitions	7
2.2	Eligibility and Origin of Equipment and Services	7
2.3	Bid Delivery and Bid Closing	8
2.4	Requests for Extension of Bid Closing Date	8
2.5	Purchaser's Point of Contact	9
2.6	Request for IFB Clarifications	9
2.7	Requests for Waivers and Deviations	10
2.8	Amendment of the IFB	10
2.9	Modification and Withdrawal of Bids	11
2.10	Bid Validity	12
2.11	Bid Guarantee	12
2.12	Cancellation of IFB	14
2.13	Electronic Transmission of Information and Data	14
2.14	Supplemental Agreements	14
2.15	Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser	15
2.16	Receipt of an unreadable electronic bid	15
3	BID PREPARATION INSTRUCTIONS	16
3.1	General	16
3.2	Packaging and marking of Bids	16
3.3	Part 1 – Bid Administration Package	18
3.4	Part 2 – Price Quotation	20
3.5	Part 3 – Technical Proposal	22
3.6	Bidder's Check-List	29
4	BID EVALUATION AND CONTRACT AWARD	31
4.1	General	31
4.2	Evaluation Procedure	31
4.3	Step 1: Administrative Compliance	32
4.4	Step 2: Price Evaluation	32
4.5	Step 3: Technical Compliance Evaluation	32
4.6	Step 4: Contract Award	32
4.7	Non-Compliant Notification	32
4.8	Evaluation Step 1 – Administrative Compliance	32
4.9	Evaluation Step 2 – Price Evaluation	33
4.10	Evaluation Step 3 – Technical Evaluation	36
4.11	Step 4: Contract Award	42
5	BOOK I - ANNEX A	43
5.1	Instructions for the Preparation of Bidding Sheets	45
6	BOOK I - ANNEX B	48

6.1	Annex B-1 – Certificate of Legal Name of Bidder	50
6.2	Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests	51
6.3	Annex B-3 – Certificate of Independent Determination	52
6.4	Annex B-4 – Certificate of Bid Validity	53
6.5	Annex B-5 – Certificate of Exclusion of Taxes, Duties and Charges	54
6.6	Annex B-6 – Comprehension and Acceptance of Contract Special and General Provisions	55
6.7	Annex B-7 – Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements	56
6.8	Annex B-8 – Certificate of Compliance AQAP 2110:2016 or ISO 9001:2015 or Equivalent	57
6.9	Annex B-9 – List of Prospective SubContractors	58
6.10	Annex B-10 – Bidder Background IPR	59
6.11	Annex B-11 – List of SubContractors IPR	60
6.12	Annex B-12 – Certificate of Origin of Equipment, Services, and Intellectual Property	61
6.13	Annex B-13 – List of Proposed Key Personnel	62
6.14	Annex B-14 – Disclosure of Involvement of Former NCI Agency Employment	63
7	BOOK I - ANNEX C	64
8	BOOK I - ANNEX D	67

1 INTRODUCTION

1.1 Purpose

- 1.1.1 The purpose of this Invitation For Bid (IFB) is to award a Contract for the deployment of Increment 2 of the NATO Common Operational Picture (NCOP-2).

1.2 Project Scope

- 1.2.1 The scope of the NCOP-2 implementation entails the high level objectives:

- To plan and carry-out the installation of NCOP-2
- To carry out data migration from NCOP-1 to NCOP-2 for each organisational node
- To identify and analyse the training needs and prepare the training material
- To activate each authorised organisational node and deliver training to users
- To provide initial support and conduct OT&E to the core organisational nodes of NCOP-2 which have been authorised;

1.3 Overview of the Prospective Contract

- 1.3.1 The Prospective Contract (Book II) requires the selected Contractor to deliver the scope of the project described above. This will be achieved within the framework of the Contract resulting from this IFB by means of performance of Contract requirements and Work Packages that are further defined in the Statement of Work (SOW), Part IV to the Prospective Contract. Contract award (CAW) is planned for September 2021 with an Effective Date of Contract (EDC) planned for November 2021. Final System Acceptance (FSA) for the main implementation contract is scheduled for 30 months after Effective Date of Contract (EDC).
- 1.3.2 A Contract will be awarded for the work defined in the SOW, with Implementation at core sites being the Basic Contract, and the Implementation at additional sites being included as Firm Fixed Price options to the Contract.

1.4 Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1 This solicitation is issued in accordance with the Procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261(1996 Edition).
- 1.4.2 Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.

1.5 Lowest Compliant Bidding (LCB) Evaluation Method

- 1.5.1 The evaluation method to be used in the selection of the successful Bidder under this solicitation is the Lowest Compliant Bidding Procedures set forth in AC/4-D/2261(1996 Edition).
- 1.5.2 The bid evaluation criteria and the detailed evaluation procedures are described in Section 0.
- 1.5.3 This IFB will not be subject to a public bid opening.
- 1.5.4 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.6 Security

- 1.6.1 This Invitation For Bid has been classified as NATO UNCLASSIFIED.
- 1.6.2 Contractor will be required to handle and store classified material to the level of "NATO SECRET" and the Contractor shall have the appropriate facility and personnel clearances. Should a Contractor be unable to perform the Contract due to the fact that the facility clearance has 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.
- 1.6.3 Contractor personnel working at NATO sites are required to possess a security clearance of "NATO SECRET". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO 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. s
- 1.6.4 Bidders are advised that Contract signature will not be delayed in order to allow the processing of 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.
- 1.6.5 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.

2 GENERAL BIDDING INFORMATION

2.1 Definitions

2.1.1 In addition to the definitions and acronyms set in the Clause 2 entitled “Definitions of Terms and Acronyms” of the NCI Agency Contract General Contract Provisions Book II, (Part III), the following terms and acronyms, as used in this IFB, shall have the meanings specified below:

2.1.1.1 **"Bidder"**: a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Principal Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Principal Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney or equivalent issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Principal Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.1.1.2 **"Compliance"**: strict conformity to the requirements and standards specified in this IFB and its attachments.

2.1.1.3 **"Contractor"**: the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the prospective Contract.

2.1.1.4 **"Firm of a Participating Country"**: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

2.1.1.5 **"IFB"**: Invitation for Bid.

2.1.1.6 **"Purchaser"**: The Purchaser is defined as the current NCI Agency or its legal successor.

2.1.1.7 **"Quotation" or "Bid"**: a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.2 Eligibility and Origin of Equipment and Services

2.2.1 As stated in paragraph 1.4.2 above only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

2.2.2 In addition, all Contractors, sub-Contractors 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 (IPR) 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 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 on/or before 12:00 hours (Brussels Time) on **January 27 2021** at which time and date Bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following email address, which will generate an automatic confirmation of receipt:

IFB-CO-115049-NCOP2.Bids@ncia.nato.int. POCs are shown at 2.5.1.

2.3.3 Late Bids

- 2.3.3.1 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Upon receipt of a late bid. The sender shall be notified that their bid arrived after bid closing.
- 2.3.3.2 *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing Date and Time.
- 2.3.3.3 A late Bid shall only be considered for award under the following circumstances: The Bid was sent to the email address specified in the IFB and delay was solely the fault of the Purchaser.

2.4 Requests for Extension of Bid Closing Date

- 2.4.1 Bidders are informed that requests for extension to the closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser POC indicated in paragraph 2.5.1 below. In accordance with AC/4-D/2261 Final (July 1996 Edition) any request for extension shall be submitted by the respective NATO Delegation or Embassy **no later than fourteen (14) days** prior to the established Bid closing date. The Purchaser is under no obligation to answer requests submitted after this time. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

2.5 Purchaser's Point of Contact

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

Mr. Radu Munteanu
NATO Communications and Information Agency/Acquisition Directorate
Email : radu.munteanu@ncia.nato.int
Tel: +31 70 374 30 15

Alternate: Mrs. Emira Kapetanovic
NATO Communications and Information Agency/Acquisition Directorate
Email : emira.kapetanovic@ncia.nato.int
Tel: +32 2 707 8582

Bid Delivery E-mail: IFB-CO-115049-NCOP2.Bids@ncia.nato.int

Clarifications E-Mail: IFB-CO-115049-NCOP2.Clarifications@ncia.nato.int

Bid Guarantee Delivery E-mail: TreasuryVendorBank.Finance@ncia.nato.int

2.6 Request for IFB Clarifications

- 2.6.1 Bidders, at the earliest stage possible during the solicitation period, are encouraged to query and seek clarification of any matters of a Contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2 All questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at BOOK I - ANNEX D of this Book I. Such questions shall be forwarded to the point of contact specified in paragraph 2.5.1 above and shall arrive **not later than twenty eight (28) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraph 2.6.3, below.
- 2.6.3 Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than eighteen (18) calendar days before the established Bid Closing Date.
- 2.6.4 It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5 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 2.6.4.

- 2.6.6 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.7 Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation and may be considered by the Purchaser as grounds for a determination of non-compliance.
- 2.6.8 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted question are not reflected in the answers published.
- 2.6.9 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.
- 2.6.10 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the mean of the issuance of a formal IFB Amendment in accordance with paragraph 2.8 below.
- 2.6.11 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 Requests for Waivers and Deviations

- 2.7.1 Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB and attached Prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 Amendment of the IFB

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders

by an official Amendment designated as such and signed by the Contracting Authority. Such Amendment may be accompanied by an acknowledgement of receipt which the Bidder shall complete and forward to the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.

- 2.8.2 The Purchaser will consider the potential impact of Amendments on the ability of prospective Bidders to prepare a proper Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the Amendment document.
- 2.8.3 All revision or Amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the "Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests at Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests. Failure to acknowledge receipt of all Amendments may be grounds to determine the Bid to be non-compliant.

2.9 Modification and Withdrawal of Bids

- 2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.
- 2.9.2 Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3 A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and remove the Bid from the Purchaser's premises.
- 2.9.4 Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10 Bid Validity

- 2.10.1 Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Annex B-4 – Certificate of Bid Validity set forth in paragraph 6.4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1 accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
 - 2.10.4.2 refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5 Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11 Bid Guarantee

- 2.11.1 The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder to the email address specified in section 2.5. In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Bid Administration Volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 2.11.2 The Bidder shall furnish with its Bid a guarantee in an amount equal to **Three Hundred Thousand Euros (€300,000)**. The Bid Guarantee shall be substantially similar to BOOK I - ANNEX C as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.

- 2.11.3 Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.
- 2.11.4 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.5 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.6 In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.
- 2.11.7 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.7.1 The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest compliant price Bid, withdraws its Bid, or states that he does not consider its Bid valid or agree to be bound by his Bid; or
- 2.11.7.2 The Bidder has submitted a lowest compliant price bid, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the IFB;
- 2.11.7.3 The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time; or
- 2.11.7.4 The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.8 Bid Guarantees will be returned to Bidders as follows:
- 2.11.8.1 to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
- 2.11.8.2 to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
- 2.11.8.3 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;
- 2.11.8.4 pursuant to paragraph 2.10.4.2 above.
- 2.11.9 "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as

a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.12 Cancellation of IFB

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

2.13 Electronic Transmission of Information and Data

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

2.14 Supplemental Agreements

- 2.14.1 Bidders are required, in accordance with the certificate in paragraph 6.7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency or successor organisations as a condition of Contract performance.
- 2.14.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.14.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

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

- 2.15.1 Bidders are instructed to review Clause 30 of the Contract General Provisions set forth Part III of Book II herein. This Clause sets forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property developed and/or delivered under this Contract or used as a basis of development under this Contract.
- 2.15.2 Bidders are required to disclose, in accordance with paragraph 6.10, 6.11, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.3 Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in the Contract concerning use or dissemination of such Intellectual Property.
- 2.15.4 Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with the objectives and purposes of the Purchaser as stated in the Prospective Contract may result in a determination of non-compliant Bid.

2.16 Receipt of an unreadable electronic bid

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

3 BID PREPARATION INSTRUCTIONS

3.1 General

- 3.1.1 Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all Bid submission requirements is mandatory. Failure to submit a Bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the Bid from further consideration.
- 3.1.2 Bidders shall prepare their bid in three (3) parts with the quantities and specific format as stated in paragraph 3.2.1:
 - (a) Administrative Package (Part I): Electronic Submission.
 - (b) Price Proposal (Part II): Electronic Submission.
 - (c) Technical Proposal (Part III): Electronic Submission.
- 3.1.3 Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that the Bidder understands the terms, conditions and requirements of the IFB and shall demonstrate the Bidder's ability to provide all the services and deliverables listed in the Schedules of the prospective Contract.
- 3.1.4 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.5 Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.6 If no specific format has been established for electronic versions, Bidders shall deliver 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).
- 3.1.7 Bids and all related documentation shall be submitted in the English language.
- 3.1.8 All documentation submitted as part of the Bid shall be classified no higher than "NATO UNCLASSIFIED".

3.2 Packaging and marking of Bids

- 3.2.1 The complete Bid shall consist of three distinct and separated parts each of which will be send as an individual electronic submission as described bellow. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

Part	Format and Quantity Details
I: Admin Package	<u>1 File Submitted by Email not larger than 20MB total , which includes:</u> <ul style="list-style-type: none"> • 1 Scanned PDF file, with physical (non-digital) signatures

	<ul style="list-style-type: none"> • Copy of the Bid Guarantee submitted directly to the Purchaser Treasury office: 1 PDF File <ul style="list-style-type: none"> ✓ This Part shall not be password-protected. ✓ All of the required contents are outlined in Section 3.3
II: Price Proposal	<p><u>1 File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 Excel file, using the Bidding Sheets template provided with the IFB, not larger than 20MB total • 1 PDF file of the Bidding Sheets “Offer Summary” tab <ul style="list-style-type: none"> ✓ This Part shall not be password-protected. ✓ All of the required contents are outlined in Section 3.4
III: Technical Proposal	<p><u>1 File Submitted by Email not larger than 20MB total, which includes:</u></p> <ul style="list-style-type: none"> • Volume 1: Management and Risk: <ul style="list-style-type: none"> ○ Executive and Management, text document: 1 PDF file ○ Project Master Schedule: 1 MS Project file ○ Initial Project Management Plan ○ Initial Project Risk Log ○ Initial Product Breakdown Structure (PBS) ○ Initial Work Breakdown Structure (WBS) ○ Initial Project Master Schedule (PMS) ○ Basis of Estimate (BOE) ○ Bidder Qualifications • Volume 2 : Engineering: <ul style="list-style-type: none"> ○ Implementation, text document: 1 PDF file ○ Training, text document: 1 PDF file ○ Training material sample: 1 PDF file • Volume 3, Supportability, text document (including ILSP and CMP): 1 PDF file <ul style="list-style-type: none"> ✓ If necessary, the technical volume may be separated into more than one email. Maximum email size per each email is 20MB total. ✓ This Part shall not be password-protected ✓ All of the required contents are outlined in Section 3.5
Bid Guarantee	<p><u>1 PDF File, Submitted by Email directly to the Purchaser Treasury using the following subject line IFB-CO-115049-NCOP2 Official Bid for [Company Name]</u></p>

3.2.2 The proposal shall be sent via separate e-mails, as specified in Paragraph 2.5 and Paragraph 3.2.1, and shall have the following subject line:

“IFB-CO-115049-NCOP2 Official Bid for [Company Name], [Part Designation], for Radu Munteanu”

3.2.3 Part 1: Administration Package, containing the documents specified in paragraph 3.3 below, provided as per paragraph 3.2.1 above.

3.2.4 Part 2: Price Quotation, provided as per paragraph 3.2.1 above.

3.2.5 Part 3: Technical Proposal Package consisting of three volumes as specified below. This shall be provided as per paragraph 3.2.1 above.

3.2.5.1 Volume 1 – Management and Risk with the Executive Summary

3.2.5.2 Volume 2 – Engineering: Implementation and Training

3.2.5.3 Volume 3 – Supportability

3.2.6 Bidding instructions describing the expected contents of each of the Bid Parts follows in this Section of the Bidding Instructions.

3.3 Part 1 – Bid Administration Package

- 3.3.1 The Bid Administration Package must include the copy of the Bid Guarantee required by paragraph 2.11 of the Bidding Instructions to the email address specified in Paragraph 2.5. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal and a copy of the Guarantee. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.3.2 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.
- 3.3.3 The Package shall include the Certificates set forth in paragraph 6 Annex B to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The Certificates are as follows:
- 3.3.3.1 Annex B-1 – Certificate of Legal Name of Bidder;
 - 3.3.3.2 Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests;
 - 3.3.3.3

3.3.3.4 Annex B-3 – Certificate of Independent Determination;

3.3.3.5

- 3.3.3.6 Annex B-4 – Certificate of Bid Validity;
 - 3.3.3.7 Annex B-5 – Certificate of Exclusion of Taxes, Duties and Charges;
 - 3.3.3.8 Annex B-6 – Comprehension and Acceptance of Contract Special and General Provisions;
 - 3.3.3.9 Annex B-7 – Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements;
 - 3.3.3.10 Annex B-8 – Certificate of Compliance AQAP 2110:2016 or ISO 9001:2015 or Equivalent;
 - 3.3.3.11 Annex B-9 – List of Prospective SubContractors;
 - 3.3.3.12 Annex B-10 – Bidder Background IPR;
 - 3.3.3.13 Annex B-11 – List of SubContractors IPR;
 - 3.3.3.14 Annex B-12 – Certificate of Origin of Equipment, Services, and Intellectual Property;
 - 3.3.3.15 Annex B-13 – List of Proposed Key Personnel;
 - 3.3.3.16 Annex B-14 – Disclosure of Involvement of Former NCI Agency Employment
- 3.3.4 In accordance with paragraph 3.2.2, the administrative package shall be contained on a single email submission.
- 3.3.5 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.4 Part 2 – Price Quotation

- 3.4.1 The Price Quotations shall be submitted in electronic form and contain:
- 3.4.1.1 The BOOK I - **ANNEX A** (paragraph 5) “Bidding Sheets”
 - 3.4.1.2 The complete set of sheets contained in the electronic file 2-IFB-CO-115049-NCOP2-Book I-Annex A-Bidding Sheets.xls” submitted as part of this IFB.
- 3.4.2 Bidders shall prepare their Price Quotation by completing the Bidding Sheets, in accordance with the Bid Package Content instructions specified in paragraph 3.2.4.
- 3.4.3 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 indicated by the Bidder. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.4.4 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.

- 3.4.5 Bidders shall furnish Firm Fixed Prices in accordance with the format set forth in the instructions for preparation of the Bidding Sheets for:
- 3.4.5.1 Work Packages 4; and
 - 3.4.5.2 Options: Work Packages 7 and BMD.
- 3.4.5.2.1 These options may be exercised by the Purchaser, at the sole discretion of the Purchaser in accordance with Clause 9 of the Contract Special Provisions (Book II Part II). The Purchaser's decision to exercise any options will take into consideration the Contractor's successful performance on the basic Contract, as well as the availability of the required funding.
- 3.4.5.2.2 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.
- 3.4.6 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.
- 3.4.7 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.
- 3.4.8 Bidders shall quote in their own national currency or in EURO. Bidders may also quote in other than their national currency if it can be demonstrated that the Bidder is expected to incur equivalent costs in that/those currency(ies), for example through sub-Contracts or purchased materials/services. In these cases, a Bidder may express its Bid price in multiple currencies.
- 3.4.9 Bidders are informed that the Purchaser, by virtue of its status stipulated in the provisions of the NATO Communication and Information Organisation (NCIO) Charter, Article 67(e)(3), is exempt from all direct and indirect taxes (e.g., VAT), and all customs duties on merchandise imported or exported. The stated provision reads as follows:
- "Each participating nation undertakes to grant to NCI Agency under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NCI Agency or its appointed agents."*
- 3.4.10 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 – Certificate of Exclusion of Taxes, Duties and Charges.

- 3.4.11 Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the Bid shall be on the basis that all deliverable items shall be delivered on the basis of Delivery Duty Paid (DDP) in accordance with the International Chamber of Commerce INCOTERMS.
- 3.4.12 The Bidder's attention is directed to the fact that Price Quotation 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.
- 3.4.13 All prices Bid shall be clearly traceable in the detailed Bidding Sheets.
- 3.4.14 Any adjustment or discount to prices should be clearly traceable to the lowest level of break down in the Bidding Sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the Bid non-compliant.

3.5 Part 3 – Technical Proposal

3.5.1 Volume 1 : Management and Risk

3.5.1.1 Executive Summary

- 3.5.1.1.1 Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary.
- 3.5.1.1.2 This summary shall provide a general description of the major points contained in each of the required sections of the technical proposal and shall demonstrate the depth of the Bidder's understanding of the project, implementation environment and the problems and risks of project implementation.
- 3.5.1.1.3 The Bidder shall highlight the strengths which it and its team bring to the project in terms of minimising the problems and reducing the risks, and the key points of the technical approach and solution.
- 3.5.1.1.4 This summary shall not exceed 10 pages.

3.5.1.2 Management Proposal

3.5.1.2.1 Table of Contents

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.

3.5.1.2.2 The following documents shall be the part of Management Proposal Package:

- Initial Project Management Plan
- Initial Project Risk Log
- Initial Product Breakdown Structure (PBS)
- Initial Work Breakdown Structure (WBS)
- Initial Project Master Schedule (PMS)
- Basis of Estimate (BOE)

- Bidder Qualifications

The Management Proposal package shall not exceed 100 pages, with the exception of the following items:

- Basis of Estimate (BOE)

“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.

3.5.1.2.3 Initial Project Management Plan (PMP)

The Bidder shall provide an initial PMP in accordance with the requirements for the PMP as described in section 3.10 of the SOW.

The PMP shall describe the planning, activities and responsibilities that are feasible and appropriate to the requirements.

The PMP shall describe the Project management methodology, processes, including the phases and the Bidder’s staffing, cost and schedule estimate, project control mechanisms, issue management, communication management, security management and the Purchaser involvement in the project management. The proposed approach shall be based on recognized project management practices and reflects a mature level of management capability.

The Bidder shall describe the relationship of the PMP to subordinate plans: System Implementation Plan, and Training Plan. The approach shall show a coherent and integrated approach to implementation.

The PMP shall describe the PMO in terms of manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the program, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project and that the proposed resources are adequate for the tasks.

The Bidder shall describe an effective and mature risk management approach, including the Bidder’s process for risk identification, assessment, mitigation, monitoring, and reporting.

3.5.1.2.4 Initial Project Risk Log

The Bidder shall provide an initial Risk Log for the project as outlined in paragraph 3.15 of the SOW.

The Bidder shall identify, assess, and provide sufficient mitigation measures, including contingencies, for the most significant foreseeable risks.

3.5.1.2.5 Initial Product Breakdown Structure (PBS) and Work Breakdown Structure (WBS)

The Bidder shall provide an initial Product Breakdown Structure (PBS) and Work Breakdown Structure (WBS) as described in paragraphs 3.11 and 3.12 of the SOW. The provided PBS and WBS shall include definitions of the major work packages and the relationship between the work packages the end product. The provided PBS and WBS shall decompose the work packages 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.

3.5.1.2.6 Initial Project Master Schedule (PMS)

The Bidder shall provide an initial Project Master Schedule (PMS) as described in paragraph 3.13 of the SOW based on the time constraints defined in the SOW.

3.5.1.2.7 Basis of Estimate (BOE)

- a) The Bidder shall provide a Basis of Estimate (BOE) for all Work Packages. The BOE shall be an unpriced version of the Bidder's Pricing Summary Sheets. The BOE shall not include unit labour rates or totals nor shall the pricing of other activities and the materials required under each Work Package be priced. The purpose of the BOE is to enable the Purchaser to accurately validate the Management Proposal—outside the price evaluation process—in terms of the proposed level of effort, labour mix, materials and amount of travel and other items proposed for each CLIN.

3.5.1.2.8 Bidder Qualifications

a) Corporate Experience

In this section, the Bidder shall detail the experience of the Contractor in the design, delivery, implementation and training of similar software-based systems, with particular emphasis on recent experience in implementing integrated software solutions to meet military or government requirements. The Bidder shall provide:

- The number and description of Situation Awareness systems deployed/delivered ;
- The purchaser(s) of these systems ;
- The purchaser(s) of these systems ;
- The user(s) of these systems ;
- The Contract number(s) ;
- The start date and end date of the Contract ;
- A point of contact for verification purposes ;

The Bidder shall provide information on its experience and expertise in implementing integrated software solutions for Situation Awareness support and when this software/system has been delivered and used by military operators. They should specifically include examples of systems supporting tasks such as: Common Operating Picture management, Common Operating Picture distribution and Common Operating Picture viewing. The Bidder shall provide the same information required above for the major sub-Contractors for critical components. The sub-Contractors must demonstrate the same level of experience applicable to each of the critical items for which they are proposed to deliver.

The Bidder shall describe the Bidder's expertise and experience in the delivery of training courses of a level equivalent to those required for the training of NCOP-2 capabilities. This shall include experience in the

preparation of syllabuses, schedules, course prerequisites, student skill prerequisites, course evaluations and instructor materials.

b) Corporate Capabilities

This section shall describe the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure. This section should indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder shall describe the corporate resources which are available to support the Project which are resident in the organisation of the Contractor but not directly under the authority of the Project Manager. The Bidder shall describe the process by which the Project Manager may have access to these "in-house" corporate resources and what level of authority is required in the Corporation hierarchy to secure the needed resources.

The Bidder shall provide a sub-section which identifies the items and services which are to be developed and/or performed by the corporate resources of the Contractor. The Bidder shall identify the location of the production facilities which will be utilised, and/or the source within the corporate organisation of the services and expertise required. For corporate production facilities, the Bidder shall provide analytical evidence that adequate capacity exists in order that the required items may be made within the time schedule of the Prospective Contract. The Bidder shall show existing capital assets and provide a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Contract schedule. The Bidder shall further provide a description of any retooling efforts required and a time forecast of when these efforts can be completed.

The Bidder shall provide evidence that its software implementation and testing practices/tools reflect a mature level of capability.

c) Individual Skills and Experience

The Bidder shall provide the resumes of the individuals designated as Key Personnel in SOW 3.5.2. For each role identified, the resumes shall meet or exceed the experience and educational criteria stated in the SOW 6 and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract.

3.5.2 Volume 2 : Engineering

3.5.2.1 Implementation Proposal

3.5.2.1.1 Table of Contents

- a) 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 Implementation Proposal.
- b) The following documents shall be the part of the Implementation Proposal package:

- Initial System Implementation Plan ;

NATO UNCLASSIFIED

- Initial Installation Test Plan ;
 - Initial Activation Test Plan ;
 - Initial Site Survey ;
- c) The Implementation Proposal package shall not exceed 100 pages with the exception of the following:
- Sample of Site Survey ;
- d) “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.

3.5.2.1.2 Initial System Implementation Plan

The Bidder shall provide an initial System Implementation Plan (SIP) in accordance with the requirements for the System Implementation Plan as described in paragraph 4.4.4 of the SOW.

The SIP shall describe both technical and organizational activities conducted within this contract.

The SIP shall present a clear planning of the way the implementation will be conducted. A parallel approach could be considered if the Bidder can demonstrate all its resource has the appropriate skills to perform multiple implementations at the same time on different sites.

The SIP shall detail the procedures to follow in case of problem during the implementation. The plan shall take into account the delivery of patches to update the product baseline.

The SIP shall provide the sufficient information to ensure that the implementation phase will be executed in a coherent duration with the product baseline deliveries.

The SIP must detail the tools, which will be used within this contract.

3.5.2.1.3 Initial Installation Test Plan

The Bidder shall provide an initial Installation Test Plan in accordance with the requirements for the Installation Test Plan as described in paragraph 4.4.7.6 of the SOW.

The initial TP describes the quality and the completeness of the installation test strategy.

3.5.2.1.4 Initial Activation Test Plan

The Bidder shall provide an initial Activation Test Plan in accordance with the requirements for the Activation Test Plan as described in paragraph 4.4.8.4 of the SOW.

The initial ATP describes the quality and the completeness of the activation test strategy.

3.5.2.1.5 Initial Site Surveys

The Bidder shall provide both initial Site Survey for installation site and for organizational node.

The Bidder shall provide the Site Survey for installation site in accordance with the SOW 4.4.6.5.1.

The Bidder shall provide the Site Survey for organizational node in accordance with the SOW 4.4.6.6.1.

The Bidder shall propose a Site Survey Report, which aggregates the results of both sites surveys.

3.5.2.2 Training Proposal

3.5.2.2.1 Table of Contents

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 Training Proposal.

The following documents shall be the part of the Training Proposal package:

- Initial Training Plan ;
- Training Materials ;

The Training Proposal package shall not exceed 50 pages with the exception of the following:

- Sample of training materials ;

3.5.2.2.2 Initial Training Plan

The Bidder shall provide an Initial Training Plan in accordance with the requirements for the Training Plan described in paragraph 4.3.12 of the SOW.

The TP shall describe the quality and the completeness of the training strategy. The TP shall demonstrate the capacity of the bidder in scheduling training on multiple sites in accordance with the implementation planning and without creating any operational impact.

The TP shall detail the training program and related activities in compliance with the SOW Section 4.3. Training Engineering.

3.5.2.2.3 Training Materials

The Bidder shall provide sample training materials from other courses it has previously developed.

The Bidder shall identify at least two such courses it has developed and delivered within the last three years.

The training materials shall cover the subjects as detailed in paragraph 4.3.15 of the SOW:

- Training Syllabus ;
- Student Manuals and Handouts ;
- Instructor Guides ;
- Master Lesson Plans ;

- Training Presentations ;
- Training Scenarios ;
- Course evaluation feedback form ;
- Quick Reference Guides ;

The Bidder shall provide clearly understanding how the training materials balances both trainer-centered activities and learner-centered activities.

The objectives and outcomes in the training materials shall describe what the agents will learn or acquire from each session. They shall be specific, measurable, and clearly defined to:

- Align them with course content.
- Clearly communicate the course expectations to the learners.
- Provide learners with a clear purpose.
- Develop an organized and effective course flow and strategy.
- Select or construct appropriate assessment tools for evaluating learning effectiveness

3.5.3 Volume 3: Supportability

3.5.3.1 Table of Contents

3.5.3.1.1 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.

3.5.3.1.2 The following documents shall be the part of the Implementation Proposal package:

- Initial Configuration Management Plan ;
- Initial Integrated Support Plan ;

3.5.3.1.3 The Supportability Proposal package shall not exceed 50 pages.

3.5.3.1.4 “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.

3.5.3.2 Initial Configuration Management Plan (CMP)

3.5.3.2.1 The Bidder shall provide information on the Configuration Management Plan (CMP) describing configuration management concept and methodology as described in SOW paragraph 3.17.

3.5.3.2.2 The Bidder shall outline how he will adopt the Configuration Management processes and deliverables to the scope of this Contract.

3.5.3.2.3 The Bidder shall provide, as part of the CMP, a project-specific Configuration Control process description, an initial set of project-specific Configuration Item selection criteria for the capabilities as well as an initial set of project-specific Configuration Items (CI) including their attributes and relationships among each other.

3.5.3.2.4 The Bidder shall demonstrate that a Configuration Status Accounting (CSA) database will be maintained using appropriate software tools during the Contract.

3.5.3.3 Initial Integrated Logistic Support Plan (ILSP)

3.5.3.3.1 The Bidder shall provide the detailed information in the Integrated Logistic Support Plan (ILSP) as described in SOW paragraph 4.5.1.

3.5.3.3.2 The Initial ILSP shall include and detail all the annexes and sections, including the In-Service Support Annex in accordance with the warranty and support requirements detailed in SOW section 4.5.

3.5.3.3.3 The Bidder shall also describe how he will fulfil his roles and responsibilities in relation to each of the elements of the Logistics Support Concept during Contract Implementation in accordance with SOW of the Prospective Contract.

3.6 Bidder’s Check-List

3.6.1 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.

Part 1: Bid Administration Package

	Item	Format	Page Limit
1	Annex B-1 – Certificate of Legal Name of Bidder	Electronic (no password)	No Page Limit
2	Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests		
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		
8	Annex B-8 – Certificate of Compliance AQAP 2110:2016 or ISO 9001:2015 or Equivalent		
9	Annex B-9 – List of Prospective SubContractors		
10	Annex B-10 – Bidder Background IPR		
11	Annex B-11 – List of SubContractors IPR		
12	Annex B-12 – Certificate of Origin of Equipment, Services, and Intellectual Property		
13	Annex B-13 – List of Proposed Key Personnel		
16	Annex B-14 – Disclosure of Involvement of Former NCI Agency Employment		

Part 2: Price Quotation

	Item	Format	Page Limit
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1	Annex A : Bidding Sheets	Electronic (no password) - The information shall be in MS Excel format which can be manipulated (i.e. not an image) and be the full and complete Price Quotation including the Contract Line Item Number (CLIN) Price breakdown sheets.	No Page Limit
2	Complete Set of Sheets contained in 2- IFB-CO-115049-NCOP2 -Bidding Sheets.xlsx		

Part 3: Technical Proposal

	Item	Format	Page Limit
1	Management and Risk	Electronic (no password)	100-page limit
	a. Executive Summary (10-page limit)		
	b. Management Proposal		
	i. Table of Content		
	ii. Initial Project Management Plan		
	iii. Initial Project Risk Log		
	iv. Initial Product Breakdown Structure (PBS)		
	v. Initial Work Breakdown Structure (WBS)		
	vi. Initial Project Master Schedule (PMS)		
vii. Basis of Estimate (BOE)			
viii. Bidder Qualifications			
2	Engineering	Electronic (no password)	50-page limit
	a. Implementation Proposal		
	i. Table of Content		
	ii. Initial System Implementation Plan		
	iii. Initial Installation Test Plan		
	iv. Initial Activation Test Plan		
	v. Initial Site Survey		
	b. Training Proposal		
	i. Table of Content		
ii. Initial Training Plan			
iii. Training Materials			
3	Supportability	Electronic (no password)	50-page limit
	a. Table of Contents (No page limit)		
	b. Initial Configuration Management Plan (CMP)		
	c. Initial Integrated Logistic Support Plan (ILSP)		

4 BID EVALUATION AND CONTRACT AWARD

4.1 General

- 4.1.1 The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2 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 his 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.

4.2 Evaluation Procedure

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

4.3 Step 1: Administrative Compliance

- 4.3.1 Bids received shall be reviewed for compliance with the mandatory Administrative requirements specified in paragraph 4.8. Bids not meeting all of the mandatory requirements may be determined to be non-compliant and not further considered in the evaluation or for award.
- 4.3.2 All Bid Guarantees shall be reviewed for compliance with the mandatory Administrative requirements specified in paragraphs 4.8 and 2.11.

4.4 Step 2: Price Evaluation

- 4.4.1 The Price Quotations of all Bids remaining after Step 1 will be opened, and evaluated for the lowest compliant price in accordance with paragraph 4.9.

4.5 Step 3: Technical Compliance Evaluation

- 4.5.1 In Step 3, upon determination of the lowest-priced Bid as described above, that Bid shall be evaluated to confirm compliance with the criteria associated with the respective sections of the Technical Proposal.

4.6 Step 4: Contract Award

- 4.6.1 The contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid in compliance with the requirements of this IFB.
- 4.6.2 Bidders that are determined to have submitted non-compliant bids will be so notified and will have an opportunity to challenge such a determination. In such a case, the administrative proposal and the technical proposal of the Bidder who has submitted the apparent second lowest compliant priced bid will be evaluated. The Bidder who has offered the lowest compliant priced, technically compliant bid will then be offered the contract for award.

4.7 Non-Compliant Notification

- 4.7.1 Bidder(s) that fail to meet any of the steps, will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition).

4.8 Evaluation Step 1 – Administrative Compliance

- 4.8.1 Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored 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:

- 4.8.1.1 The Bid was received by the Bid Closing Date and Time;

- 4.8.1.2 The Bid is packaged and marked properly (including electronic readability of all packages as detailed in 4.3);
- 4.8.1.3 The Bid Administration Package contains the documentation listed in paragraph 3.3 above and complies with the formal requirements established in paragraph 3.1 above;
- 4.8.1.4 The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the SOW.
- 4.8.2 Subject to the stipulation of paragraph 4.8.1.1 through 4.8.1.4, bids failing to conform to the above requirements may be declared non-compliant and may not undergo further evaluation. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- 4.8.3 Notwithstanding paragraph 4.8.2, if it is later discovered in the evaluation of the Administrative Package, Technical Bid or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the SOW, the Bidder may be determined to have submitted a non-compliant Bid at the point in time of discovery.
- 4.8.4 All Bid Guarantees shall be reviewed for compliance with the mandatory Administrative requirements specified in paragraphs 2.11 and 4.8.1
- 4.8.5 Receipt of an unreadable electronic Bid: If a bid received at the NCI Agency's facility by electronic date is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO immediately shall notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- Of the content of the bid as originally submitted; and,
 - That the unreadable condition of the bid was caused by Purchaser Software or hardware error, malfunction, or other Purchaser mishandling.

4.9 Evaluation Step 2 – Price Evaluation

- 4.9.1 All bids having successfully passed Step 1 shall have their Price Quotation evaluated for the lowest compliant price as follows:
- 4.9.1.1 Compliance with the requirements for preparation and submission of the Price Quotation in accordance with paragraph 3.4.6.
- 4.9.1.2 All pricing data, i.e., quantities, unit prices, unit price currencies, should be provided as reflected in the Schedule of Supplies and Services and the Bidding Sheets (at Annex A).
- 4.9.1.3 Bid prices include all costs for items supplied, delivered, and supported.
- 4.9.1.4 The Bidder must have provided accurate unit price and the unit price currency of each of the sub-items added (if any).

- 4.9.1.5 The Bidder must have provided accurate unit price, unit price currency and total price for each line item.
 - 4.9.1.6 The grand total shall be accurate.
 - 4.9.1.7 All prices should be accurately entered into appropriate columns, and accurately totaled.
 - 4.9.1.8 Bidders shall indicate that in accordance with the treaties governing the terms of business with NATO, exclude from their prices all taxes, duties and customs charges from which the Purchaser has been exempted.
 - 4.9.1.9 Price quotes for each individual item(s), and totaled prices are accurate and realistic, (based on historic data, and/or market and competitive trends in the specified industrial sectors).
 - 4.9.1.10 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
 - 4.9.1.11 The Price Quotation meets requirements for price realism as described below in paragraph 4.9.3.
- 4.9.2 Basis of Price Comparison
- 4.9.2.1 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 (ECB) at close of business on the last working day of the ECB preceding the Bid Closing Date.
 - 4.9.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price which includes Work Package 4 and Optional Work Package 7 (Evaluated Option) in the Bidding Sheets. The BMD Work Package will not be evaluated.
- 4.9.3 Price Realism
- 4.9.3.1 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.
 - 4.9.3.2 Indicators of an unrealistically low bid may be the following, amongst others:
 - 4.9.3.2.1 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.
 - 4.9.3.2.2 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.
 - 4.9.3.2.3 Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

- 4.9.3.3 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:
- 4.9.3.3.1 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 and accept the Contract at the offered price or to withdraw from the competition.
 - 4.9.3.3.2 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.
 - 4.9.3.3.3 The Bidder recognizes 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.
 - 4.9.3.3.4 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.
 - 4.9.3.3.5 If the Bidder responds on the basis of paragraph 4.9.3.3.1 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 with or without penalty.
 - 4.9.3.3.6 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.9.3.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.9.3.3.3 above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.
 - 4.9.3.3.7 If the Bidder presents a convincing rationale pursuant to paragraph 4.9.3.3.2 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.

- 4.9.3.4 An award shall be made on the basis of Work Packages 4. However, for the purposes of the lowest compliant price bid, the price evaluation will be based on Work Package 4 **and** Optional Work Package 7.

4.10 Evaluation Step 3 – Technical Evaluation

- 4.10.1 Upon the determination of the lowest-priced Bid as described above, that Bid shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.
- 4.10.2 In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Technical Proposal which has met, after evaluation by the Purchaser, all the criteria which are set forth below. All criteria will be evaluated by default also regarding comprehensiveness, feasibility, logic and reasonableness.
- 4.10.3 Volume 1 – Management and Risk with the following information provided:
- 4.10.3.1 Executive Summary
- 4.10.3.1.1 Bidders provided an overview of the salient features of their technical proposal in the form of an executive summary.
- 4.10.3.1.2 This summary provides a general description of the major points contained in each of the required sections of the technical proposal and demonstrates the depth of the Bidder's understanding of the project, implementation environment and the problems and risks of project implementation.
- 4.10.3.1.3 The Bidders highlighted the strengths which it and its team bring to the project in terms of minimising the problems and reducing the risks, and the key points of the technical approach and solution.
- 4.10.3.2 A Table of Contents
- 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 was provided.
- 4.10.3.3 Initial Project Management Plan (PMP)
- The Bidder has provided an initial PMP in accordance with the requirements for the PMP as described in section 3.10 of the SOW.
- The PMP describes the planning, activities and responsibilities that are feasible and appropriate to the requirements.
- The PMP describes the Project management methodology, processes, including the phases and the Bidder's staffing, cost and schedule estimate, project control mechanisms, issue management, communication management, security management and the Purchaser involvement in the project management. The proposed approach is based on recognized project management practices and reflects a mature level of management capability.

The Bidder describes the relationship of the PMP to subordinate plans: System Implementation Plan, and Training Plan. The approach shows a coherent and integrated approach to implementation.

The PMP describes the PMO in terms of manpower and resources to conduct and support the management and administration of operations in order to meet the objectives of the program, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project and that the proposed resources are adequate for the tasks.

The Bidder describes an effective and mature risk management approach, including the Bidder's process for risk identification, assessment, mitigation, monitoring, and reporting.

4.10.3.4 Initial Project Risk Log

The Bidder has provided an initial Risk Log for the project as outlined in paragraph 3.15 of the SOW.

The Bidder has identified, assessed, and provided sufficient mitigation measures, including contingencies, for the most significant foreseeable risks.

4.10.3.5 Initial Product Breakdown Structure (PBS) and Work Breakdown Structure (WBS)

The Bidder provided an initial Product Breakdown Structure (PBS) and Work Breakdown Structure (WBS) as described in paragraphs 3.11 and 3.12 of the SOW. The provided PBS and WBS includes definitions of the major work packages and the relationship between the work packages the end product. The provided PBS and WBS decomposes the work packages 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.

4.10.3.6 Initial Project Master Schedule (PMS)

The Bidder provided an initial Project Master Schedule (PMS) as described in paragraph 3.13 of the SOW based on the time constraints defined in the SOW.

4.10.3.7 Basis of Estimate (BOE)

The Bidder has developed a Basis of Effort Estimate (BOE). This plan indicates appropriate and sufficient support for the project related activities and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete this Contract.

4.10.3.8 Bidder Qualifications

4.10.3.8.1 Corporate Experience

In this section, the Bidder detailed the experience of the Contractor in the design, delivery, implementation and training of similar software-based systems, with particular emphasis on recent experience in implementing integrated software solutions to meet military or government requirements.

The Bidder provided:

- the number and description of Situation Awareness systems deployed/delivered ;
- the purchaser(s) of these systems ;
- the user(s) of these systems ;
- the Contract number(s) ;
- the start date and end date of the Contract ;
- a point of contact for verification purposes ;

The Bidder provided the same information required above for the major sub-Contractors for critical components. The sub-Contractors has demonstrated the same level of experience applicable to each of the critical items for which they are proposed to deliver.

4.10.3.8.2 Corporate Capabilities

This section described the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure. This section should indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder described the corporate resources which are available to support the Project which are resident in the organisation of the Contractor but not directly under the authority of the Project Manager. The Bidder described the process by which the Project Manager may have access to these "in-house" corporate resources and what level of authority is required in the Corporation hierarchy to secure the needed resources.

The Bidder provided a sub-section which identifies the items and services which are to be developed and/or performed by the corporate resources of the Contractor. The Bidder identified the location of the production facilities which will be utilised, and/or the source within the corporate organisation of the services and expertise required. For corporate production facilities, the Bidder provided analytical evidence that adequate capacity exists in order that the required items may be made within the time schedule of the Prospective Contract.

The Bidder provided evidence that demonstrates its software implementation and testing practices and tools reflect a well-established and mature level of capability.

4.10.3.8.3 Individual Skills and Experience

The Bidder provided the resumes (3-page limit per resume) of the individuals designated as Key Personnel in SOW 3.5.2. For each role identified, the resumes meet or exceed the experience and educational criteria stated in the SOW 6 and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract.

4.10.4 Volume 2 – Engineering

4.10.4.1 Implementation with the following information provided:

a) A Table of Contents

The Bidder has provided 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 organization of the Implementation Proposal.

b) Initial System Implementation Plan

The Bidder provided an initial System Implementation Plan (SIP) in accordance with the requirements for the System Implementation Plan as described in paragraph 4.4.4 of the SOW.

The SIP describes both technical and organizational activities conducted within this contract.

The SIP presents a clear planning of the way the implementation will be conducted. A parallel approach could be considered if the Bidder can demonstrate all its resource has the appropriate skills to perform multiple implementations at the same time on different sites.

The SIP details the procedures to follow in case of problem during the implementation. The plan takes into account the delivery of patches to update the product baseline.

The SIP provides the sufficient information to ensure that the implementation phase will be executed in a coherent duration with the product baseline deliveries.

The SIP details the tools, which will be used within this contract.

c) Initial Installation Test Plan

The Bidder provided an initial Installation Test Plan (ITP) in accordance with the requirements for the Installation Test Plan as described in paragraph 4.4.7.6 of the SOW.

The initial TP describes the quality and the completeness of the installation test strategy.

d) Initial Activation Test Plan

The Bidder provided an initial Activation Test Plan (ATP) in accordance with the requirements for the Activation Test Plan as described in paragraph 4.4.8.4 of the SOW.

The initial ATP describes the quality and the completeness of the activation test strategy.

e) Initial Site Survey

The Bidder provided both initial Site Survey for installation site and for organizational node.

The Bidder has provided the Site Survey for installation site in accordance with the SOW 4.4.6.5.1.

The Bidder has provided the Site Survey for organizational node in accordance with the SOW 4.4.6.6.1.

The Bidder has proposed a Site Survey Report, which aggregates the results of both sites surveys.

4.10.4.1.2 Training with the following information provided:

a) A Table of Contents

The Bidder has provided 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 Training Proposal.

b) Initial Training Plan (TP)

The Bidder provided an Initial Training Plan in accordance with the requirements for the Training Plan described in paragraph 4.3.11 of the SOW.

The TP describes the quality and the completeness of the training strategy. The TP demonstrates the capacity of the bidder in scheduling training on multiple sites in accordance with the implementation planning and without creating any operational impact.

The TP detail the training program and related activities in compliance with the SOW Section 4.3. Training Engineering.

c) Training Materials

The Bidder provided sample training materials from other courses it has developed.

The Bidder identified at least two such courses it has developed and delivered within the last three years.

The training materials covers the subjects detailed in paragraph 4.3.15 of the SOW:

- Training Syllabus ;
- Student Manuals and Handouts ;
- Instructor Guides ;
- Master Lesson Plans ;
- Training Presentations ;
- Training Scenarios ;
- Course evaluation feedback form ;
- Quick Reference Guides ;

The Bidder provides clearly understanding how the training materials balances both trainer-centered activities and learner-centered activities.

The objectives and outcomes in the training materials describes what the agents will learn or acquire from each session. They are specific, measurable, and clearly defined to:

- Align them with course content.
- Clearly communicate the course expectations to the learners.
- Provide learners with a clear purpose.
- Develop an organized and effective course flow and strategy.
- Select or construct appropriate assessment tools for evaluating learning effectiveness

4.10.4.2 Volume 3 – Supportability with the following information provided:

4.10.4.2.1 Tables of contents

The Bidder has provided 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.

4.10.4.2.2 Initial Configuration Management Plan (CMP)

The Bidder provided information on the Configuration Management Plan (CMP) describing configuration management concept and methodology as described in SOW paragraph 3.17.

The Bidder has outlined how he adopts the Configuration Management processes and deliverables to the scope of this Contract.

The Bidder has provided, as part of the CMP, a project-specific Configuration Control process description, an initial set of project-specific Configuration Item selection criteria for the capabilities as well as an initial set of project-specific Configuration Items (CI) including their attributes and relationships among each other.

The Bidder has demonstrated that a Configuration Status Accounting (CSA) database will be maintained using appropriate software tools during the Contract.

4.10.4.2.3 Initial Integrated Logistic Support Plan (ILSP)

The Bidder provided sufficiently detailed information on the Integrated Support Plan (ILSP) as described in SOW paragraph 4.5.1.

The Initial ILSP includes and details all the annexes and sections, including the In-Service Support Annex in accordance with the warranty and support requirements detailed in SOW Section 4.5.

The Bidder has also described how he will fulfil his roles and responsibilities in relation to each of the elements of the Logistics Support Concept during Contract Implementation in accordance with SOW of the Prospective Contract.

4.11 Step 4: Contract Award

- 4.11.1 The contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid in compliance with the requirements of this IFB.
- 4.11.2 Bidders that are determined to have submitted non-compliant bids will be so notified and will have an opportunity to challenge such a determination. In such a case, the administrative proposal and the technical proposal of the Bidder who has submitted the apparent second lowest compliant priced bid will be evaluated. The Bidder who has offered the lowest compliant priced, technically compliant bid will then be offered the contract for award.
- 4.11.3 Non-Compliant Notification
 - 4.11.3.1 Bidder(s) that fail to meet any of the steps, will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition).

INVITATION FOR BID

IFB-CO-115049-NCOP2

**IMPLEMENT INCREMENT 2 OF THE NATO COMMON
OPERATIONAL PICTURE (NCOP)**



NATO Communications and Information Agency

5 BOOK I - ANNEX A

BIDDING SHEETS

Annex A Bidding Sheets

See separate Excel Workbook attached
"2- IFB-CO-115049-NCOP2 -Bidding Sheets.xls"

Bidding Sheets

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in IFB-CO-115049-NCOP2.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

¹ Bidders shall submit in electronic form the cover page and an electronic copy of the worksheets contained in the file "2- IFB-CO-14252-NNMS-Bidding Sheets.xls" that was submitted to them as part of the IFB package.

5.1 Instructions for the Preparation of Bidding Sheets

5.1.1 INTRODUCTION

Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of Bid submission referred in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award. No alteration of the Bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

5.1.2 GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided in each worksheet.

Bidders shall insert information in all yellow cells.

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.

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.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Should the Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the Bid.

Bidders are advised that formulae are designed to ease evaluation of the Bidders Bid 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.

If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the Bidders of the update.

Any discounted or reduced prices offered by the Bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting detail sheets and applied at the unit price level.

5.1.3 STRUCTURE OF BIDDING SHEETS

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

- Instructions
- Section 1. Offer & CLIN Summary sheets
- Section 2. Detailed Bidding sheetsfor
- Labour,Material,Travel,ODC and Rates

5.1.4 COMPLETING SECTION 1 (Offer & CLIN Summary Sheets)

5.1.4.1 Section 1 corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Work Package (WP) included in the Contract is represented by a detailed schedule showing the Contract Line Items

(CLINs) included within the scope of the Work Package (Detailed Bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

5.1.4.2 Filling in the Offer Summary

Bidders shall fill in the Offer Summary sheet based on the information provided in the CLIN summary sheet. The Offer Summary is a high level summary that separates the offer prices for the investment and the Operations and Maintenance offers. CLIN 5 is the Operations and Maintenance offer. CLINs 1, 2, 3 and 4 are to be considered investment.

5.1.4.3 Filling the CLIN Summary Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed Bidding sheets (CLIN Price Breakdown sheets). The detailed Bidding sheets are broken down in to the categories listed in Section 5. Bidders are expected to aggregate the prices in the detailed Bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being Bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the same corresponding CLIN or sub-CLIN.

5.1.5 COMPLETING SECTION 2 (Detailed Bidding Sheets)

Bidders are instructed to prepare their cost Bids in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder shall use the separate Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency in the header of the Sheets if necessary.

5.1.5.1 MATERIAL

Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or Contract line items being proposed and the basis for pricing.

- a. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the Bid. Show total cost.
- b. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.
- c. The Bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)
- d. The Bidder shall provide unit prices that shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the MATERIAL LABOUR OVERHEAD section of the detailed Bidding sheet to the total cost of material.

5.1.5.2 DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead,

general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the DIRECT LABOUR OVERHEAD section of the detailed Bidding sheet to the total cost of direct labour.

5.1.5.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subContract labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the SUBCONTRACT LABOUR OVERHEAD section of the detailed Bidding sheet to the total cost of subContract labour.

5.1.5.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate. Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

5.1.5.5 OTHER DIRECT COSTS

5.1.5.5.1 Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.

5.1.5.5.2 Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.

5.1.5.5.3 Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

INVITATION FOR BID

IFB-CO-115049-NCOP2

IMPLEMENT INCREMENT 2 OF THE NATO COMMON OPERATIONAL PICTURE (NCOP)



NATO Communications and Information Agency

6 BOOK I - ANNEX B

Prescribed Administrative Forms and Certificates

Annex B Prescribed Administrative Forms and Certificates

6.1 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: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.2 Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests

I confirm that the following Amendments and responses to Clarification Requests to Invitation for Bid CO-115049-NCOP2 have been received and the Bid, as submitted, reflects the content as such.

Amendment no./Responses to CR release no.	Date of Issued	Date of receipt	Initials

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.3 Annex B-3 – Certificate of Independent Determination

It is hereby stated that:

- a. we have read and understand all documentation issued as part of CO-115049-NCOP2. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- c. 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
- d. 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.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

6.4 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 months from the Bid Closing Date of this Invitation for Bid.

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.5 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.

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.6 Annex B-6 – Comprehension and Acceptance of Contract Special and General Provisions

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

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.7 Annex B-7 – Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

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

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

These supplemental agreements are listed as follows:

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

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

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

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

Signature of authorised Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.8 Annex B-8 – Certificate of Compliance AQAP 2110:2016 or ISO 9001:2015 or Equivalent

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

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

¹ Bidders must attach copies of any relevant quality certification.

6.9 Annex B-9 – List of Prospective SubContractors

Name and Address of Sub-Bidder	DUNS Number ³	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

³ 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.

6.12 Annex B-12 – Certificate of Origin of Equipment, Services, and Intellectual Property

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

- A. none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- B. no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity); and
- C. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

6.13 Annex B-13 – List of Proposed Key Personnel

Position	SOW/Work Package Reference	Labour Category	Name	Designation Period
Project Manager				EDC thru Contract expiration date
Implementation Lead				EDC thru Contract expiration date
Training Lead				EDC thru Contract expiration date
<u>Other (tbd by Bidder):</u>				EDC thru Contract expiration date

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____

6.14 Annex B-14 – Disclosure of Involvement of Former NCI Agency Employment

- A. 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).
- B. The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.
- C. The Bidder hereby certifies that its personnel working as part of the company’s team, at any tier, preparing the Bid:

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B of the prospective Contract Provisions):

Employee Name	Former NCIA Position	Current Company Position

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

NATO UNCLASSIFIED

IFB-CO-115049-NCOP2 Book I

INVITATION FOR BID

IFB-CO-115049-NCOP2

IMPLEMENT INCREMENT 2 OF THE NATO COMMON OPERATIONAL PICTURE (NCOP)



NATO Communications and Information Agency

7 BOOK I - ANNEX C

Bid Guarantee - Standby Letter of Credit

NATO UNCLASSIFIED

Book I, Annex, Page I-64

Annex C Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

- A. 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-115049-NCOP2 dated _____.
- B. 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:
- 1) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn its Bid, or stated that he does not consider its Bid valid or agree to be bound by its Bid, or
 - 2) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or
 - 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
 - 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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
- G. "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)."
- H. 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.
- I. 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.
- J. Multiple drawings are allowed.
- K. Drafts drawn hereunder must be marked, "Drawn under {issuing bank} Letter of Credit No. {number}" and indicate the date hereof.
- L. 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.
- M. 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.
- N. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

INVITATION FOR BID

IFB-CO-115049-NCOP2

IMPLEMENT INCREMENT 2 OF THE NATO COMMON OPERATIONAL PICTURE (NCOP)



NATO Communications and Information Agency

8 BOOK I - ANNEX D

Clarification Request Form

NATO UNCLASSIFIED

IFB-CO-115049-NCOP2 Book I

Annex D Clarification Request Form

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

INVITATION FOR BID

IFB CO-115049-NCOP2

**Implement Increment 2 of the NATO Common Operational
Picture (NCOP)**

CLARIFICATION REQUEST FORM

NATO UNCLASSIFIED

Book I, Annex, Page I-68

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTIONS	ANSWERS	Status
A.1.				
A.2.				
A.3.				

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

PRICE				
Serial NR	IFB REF	QUESTIONS	ANSWERS	Status
P.1				
P.2				
P.3				

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial NR	IFB REF	QUESTIONS	ANSWERS	Status
T.1				
T.2				
T.3				