



NATO Communications and Information Agency

PROVIDE INFORMATION EXCHANGE GATEWAY (IEG)
SOLUTIONS BETWEEN NATO SECRET AND NATO-LED
MISSION SECRET DOMAINS

IFB-CO-14314-IEG-C

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SECTION 1. INTRODUCTION

1.1 PURPOSE

- 1.1.1 The purpose of this Invitation For Bid (IFB) is to award a Contract for the provision of an Information Exchange Gateway (IEG) solutions between NATO Secret and NATO-LED Mission Secret Domains.

1.2 PROJECT SCOPE

- 1.2.1 This project will provide the system for securing information exchange services between the NATO Secret Bi-SC AIS and the NATO-led Mission Secret networks by the implementation of secure gateways, replacing the prototype gateways in current use, and conform to recently approved NATO Metadata STANAGs (4774, 4778). The project will provide a standardized architecture for IEG-C, resolving deficiencies and improving management capabilities by including a centralized management capability. The current gateways will be upgraded, redesigned or renewed to comply with this architecture.
- 1.2.2 The aforementioned information exchange services shall include in particular:
- (a) Text Chat
 - (b) Electronic mail
 - (c) Directory Services
 - (d) Web Services
 - (e) Common Operational Picture Data
 - (f) Tactical Data Links data
 - (g) Remote desktop Services
 - (h) Video Streams
- 1.2.3 IEG-C will utilise certificates provided by the NATO Public Key Infrastructure (NPKI) service.
- 1.2.4 The IEG-C project scope includes:
- (a) Project management
 - (b) Requirements Analysis, Site Surveys, System Engineering/Design, Testing
 - (c) Security accreditation
 - (d) Site implementation
 - (e) Initial support
 - (f) Removal of legacy equipment

1.3 OVERVIEW OF THE PROSPECTIVE CONTRACT

- 1.3.1.1 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. Final System Acceptance (FSA) for the main implementation contract is scheduled for 28 months after Effective Date of Contract (EDC).

1.4 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS

- 1.4.1 This solicitation is an International Invitation For Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition) including Annex X. Pursuant to these procedures, Bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility (DoE) has been issued by their respective government authorities.
- 1.4.2 The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D/2261-ADD2 dated 24 July 2009, AC/4-D(2008)0002-REV1-AS1 dated 23 July 2009 and AC/4(2008)0002-REV2 dated 15 July 2015.
- 1.4.3 The Bid evaluation criteria and the detailed evaluation procedures are described in Section 4 Bid Evaluation and Contract Award.
- 1.4.4 This IFB will not be the subject of a public Bid opening.
- 1.4.5 A site survey visit shall take place at the main site locations EDC+ 4 weeks. The bidder shall note that the main site locations are SHAPE, Belgium and Naples, Italy. The remaining five locations may be visited at a later stage to be determined. The site surveys intent is to gather all information of interest in view of the preparation, installation, configuration, on-site testing and support of the requirement.
- 1.4.6 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.5 SECURITY

- 1.5.1 This Invitation For Bid has been classified as NATO UNCLASSIFIED. There is a limited number of references classified at NATO RESTRICTED level.
- 1.5.2 Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED" and the Contractor shall have the appropriate facility and personnel clearances of "NATO SECRET". 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.

- 1.5.3 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. Contractor personnel who need System Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS clearances.
- 1.5.4 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.
- 1.5.5 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.

SECTION 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 “Participating Country”: any of the NATO nations contributing to the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

- 2.1.1.7 “Purchaser”: The Purchaser is defined as the current NCI Agency or its legal successor.
- 2.1.1.8 “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.2 ELIGIBILITY AND ORIGIN OF EQUIPMENT AND SERVICES

- 2.2.1 As stated in paragraph 2.1.1.6 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 and within 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 e-mail address given below in paragraph 2.3.2 on/or before **13:00 hours (Brussels Local Time) on Monday, March 29, 2021**, at which time and date Bidding shall be closed.
- 2.3.2 Bids shall be delivered in electronic format only to the following email address:
IFBCO14314IEGC@ncia.nato.int
- 2.3.3 The Bid shall consist of three (3) separate subject emails:
- 2.3.3.1 For the first e-mail the subject line shall read: “IFB-CO-14314-IEG – Official Bid for [company name] – Part I - Administrative Envelope”. The e-mail content shall be as described in Paragraph 3.2.2, Part I: Bid Administration Package below, with no password protection to the file and shall be not larger than 20MB total.
- 2.3.3.2 For the second e-mail the subject line shall read: “IFB-CO-14314-IEG – Official Bid for [company name] – Part II – Technical Proposal”. The e-mail content shall be as described in Paragraph 3.2.2, Part II: Technical Proposal

below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

- 2.3.3.3 For the second e-mail the subject line shall read: "IFB-CO-14314-IEG Official Bid for [company name] – Part III - Price Quotation". The e-mail content shall be as described in Paragraph 3.2.2, Part III: Price Proposal below, with no password protection to the file, and shall be not larger than 20MB total.

2.3.4 Late Bids

- 2.3.4.1 Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.

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

(a) Of the content of the 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.

- 2.3.4.3 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. *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. A late Bid shall only be considered for award under the following circumstances:

- 2.3.4.3.1 A Contract has not already been awarded pursuant to the Invitation for Bid, and;

- 2.3.4.3.2 The Bid was sent to the e-mail address specified in the IFB and the delay was solely the fault of the Purchaser.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

- 2.4.1 Bidders are informed that requests for extension to the closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser 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 solicitation is:

NATO Communications and Information Agency
Acquisition Directorate
Building 302A, Room 110
7010 SHAPE, Belgium
Attention: Eva Benson, Contracting Officer

Email: eva.benson@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 E 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 fourteen (14) 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 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" 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 successful Bidder on the basis of the Bid submitted and disregard the late modification.

- 2.9.3 A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid.
- 2.9.4 Except as provided in paragraph 2.10.4.(b) 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 Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in paragraph 2.10.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
 - a) 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
 - b) 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 emailing the Bid Guarantee to Treasury at:
NCIAFinanceTreasuryBankGuarantee@ncia.nato.int
- 2.11.2 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.

- 2.11.3 The Bidder shall furnish with its Bid a guarantee in an amount equal to Three Hundred Thousand Euros (€300,000) with a validity equal to that of the bid as expressed in paragraph 2.10.1. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) (Annex C) 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.
- 2.11.4 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.
- 2.11.5 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.
- 2.11.6 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.
- 2.11.7 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.
- 2.11.8 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.8.1 The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid determined to represent the best value, withdraws its Bid, or states that he does not consider its Bid valid or agree to be bound by his Bid; or
- 2.11.8.2 The Bidder has submitted a compliant Bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract

offered by the Agency, such Contract being consistent with the terms of the IFB;

2.11.8.3 The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time; or

2.11.8.4 The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

2.11.9 Bid Guarantees will be returned to Bidders as follows:

2.11.9.1 to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

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

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

2.11.10 pursuant to paragraph 2.10.4(b) above.

2.11.11 "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 Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency 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 Clauses 30 and 31 of the Contract Special Provisions and 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 Annex B-10 and Annex B-11, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual

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

- 2.15.3 Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in 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 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

- 2.16.1 Bidders are requested to note that, in accordance with the Certificate at Annex B-8 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 2.16.2 Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.16.3 If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Package.
- 2.16.4 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

SECTION 3. BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all Bid submission requirements is mandatory. Failure to submit a Bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the Bid from further consideration.
- 3.1.2 Bidders shall prepare their bid in three (3) parts:
 - (a) Administrative Package (Part I): Electronic Submission.
 - (b) Technical Proposal (Part II): Electronic Submission.
 - (c) Price Proposal (Part III): Electronic Submission.
- 3.1.3 The specific format for each volume is stated in paragraph 3.2.2.
- 3.1.4 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.
- 3.1.5 Bidders are informed that the quality, thoroughness and clarity of the Bid will affect the overall scoring of the Bid. Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its assessment on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final Best Value score.
- 3.1.6 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.7 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.
- 3.1.8 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).

3.1.9 Bids and all related documentation shall be submitted in the English language.

3.1.10 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 in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions

3.2.2 All e-mails submitted shall be less than 20MB and shall not be password-protected.

Part	Format and Quantity Details
I: Bid Administration Package	<p><u>1 .zip File Submitted by Email not larger than 20MB total , which includes:</u></p> <ul style="list-style-type: none"> • 1 Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications • Copy of the Bid Guarantee: 1 PDF File <p>✓ All of the required contents are outlined in Section 3.3</p>
II: Technical Proposal	<p><u>1 .zip File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • Volume 1, Engineering, text document: 1 PDF file • Volume 2, Supportability, text document: 1 PDF file • Volume 3, Management, text document: 1 PDF file • Annex: Bid Requirements Cross Reference Matrix (BRCM): 1 Excel file <p>✓ This Part shall not be password-protected. ✓ If necessary, the technical volume may be separated into more than one email. Maximum email size per each email is 20MB. ✓ All of the required contents are outlined in Section 3.4</p>
III: Price Proposal	<p><u>1 .zip 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 • 1 PDF file of the Bidding Sheets "Offer Summary" tab <p>✓ All of the required contents are outlined in Section 3.5</p>

- 3.2.3 The proposal shall be sent via separate e-mails to the Bid Delivery e-mail address as specified in Paragraph 2.3.2 and in accordance with Paragraph 3.2.2 above.

3.3 PART I – 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 2.3.2. 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 volume. 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 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. Within the Package the bidder shall also include the signed electronic copies of the certifications – with physical, not electronic signatures - set forth in Annex B hereto, specifically:
- a) Annex B-1 – Certificate of Legal Name of Bidder
 - b) Annex B-2 – Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests
 - c) Annex B-3 – Certificate of Independent Determination
 - d) Annex B-4 – Certificate of Bid Validity
 - e) Annex B-5 – Certificate of Exclusion of Taxes, Duties and Charges
 - f) Annex B-6 – Comprehension and Acceptance of Contract Special and General Provisions
 - g) Annex B-7 – Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
 - h) Annex B-8 – Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent
 - i) Annex B-9 – List of Prospective Sub-Contractors/Consortium Members
 - j) Annex B-10 – Bidder Background IPR
 - k) Annex B-11 – List of Sub-Contractors IPR
 - l) Annex B-12 – Certificate Of Origin Of Equipment, Services, And Intellectual Property
 - m) Annex B-13 – List of Proposed Key Personnel and Security Clearance
 - n) Annex B-14 – Certificate of Price Ceilings

- o) Annex B-15 – Disclosure Of Involvement Of Former NCI Agency Employment
 - p) Annex B-16 – Comprehension And Intention To Comply With PMIC Exclusion Clause And Conflict Of Interest
- 3.3.4 Concerning Certificate B-9, the Bidder shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub- contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.
- 3.3.5 Concerning Certificate B-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 3.3.5.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
 - 3.3.6 The terms of supplemental agreements, if necessary, are the Bidders/ Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
 - 3.3.7 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 3.3.8 Documentation Disclosure of Conflict of Interest
- 3.3.8.1 A Conflict of Interest means that because of other activities or relationships with other persons or entities, a Bidder is unable or potentially unable to render impartial assistance or advice to the Purchaser or the Bidder's objectivity in performing the prospective contract work is, or might be otherwise impaired, or the Bidder has an unfair competitive advantage.
 - 3.3.8.2 In compliance with paragraph 4.4.1.5, Bidders and proposed subcontractors detailed at Annex B-9 shall identify all business relationships or personal relationships of staff with the PMIC contractor, including but not limited to those resulting from current or previous (over the last five (5) years) ownership, personal relationships of staff, share of assets, strategic business agreements regardless of their nature or financial magnitude of which the Bidders or subcontractors are knowledgeable at the time of bid submission. If any of such relationships could constitute a real or apparent conflict of

interest, or could otherwise, in any manner or form, influence or appear to influence the capacity of the Bidder to render unbiased service, Bidders shall, as part of the bid, submit a statement that clearly defines the nature of the apparent or real conflict of interests including a complete description of the relationship, and the individuals subject to the real or apparent conflict, and a plan for the mitigation of the conflict detailing the measures the Bidder has or proposes to put in place for the purpose of preventing unfair advantage in relation to the performance associated with the prospective contract.

3.4 PART II – TECHNICAL PROPOSAL

- 3.4.1 It is of the utmost importance that Bidders respond to all of the technical requirements of the Purchaser Statement of Work, not only with an affirmation of compliance but also with an explanation of how each requirement will be met. To facilitate bidding and the subsequent evaluation of the Bidder's response to the various sections of the Statement of Work (including all Annexes), bids shall be organised and submitted in three (3) volumes as follows:
 - 3.4.1.1 Volume 1 – Technical – covering requirements from Sections 1, 5, 7, 8, 10, 11 and Annex A, C and H of the SOW; and
 - 3.4.1.2 Volume 2 – Supportability – covering requirements from Sections 6, 7, 11, 12, 13, 14, 15 and Annex A, C and F of the SOW.
 - 3.4.1.3 Volume 3 – Management – covering requirements from Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 14, 15 and Annex A and B of the SOW, and an Executive Summary of the entire Technical Proposal;
- 3.4.2 The mapping of SOW sections to volumes has been done to facilitate a consistent organisation of the Technical Proposal and its subsequent evaluation. Bidders shall adhere to the mapping, even if individual requirements within sections of the SOW may seem to more logically belong in a different volume. Requirements that are answered in Volumes other than as indicated in paragraph 3.4.1 will not be evaluated, thus affecting the Best Value score or in extreme cases resulting in a determination of non-compliance.
- 3.4.3 The proposed Technical Solution shall not be “conditional” in nature. Any comments supplied in the Technical Proposal Package which are conditional

in nature, relative to the proposed Technical Solution, may result in a determination that the bid is non-compliant.

- 3.4.4 Bidder's responses shall be clearly readable and use a font no smaller than 10 point or 12 point with a Times New Roman or Arial font.
- 3.4.5 Bidding instructions related to each of the three (3) volumes are provided in Sections 3.4.6 through 3.4.8.

3.4.6 Volume 1 – Technical

- 3.4.6.1 This volume covers the Technical component of the proposal and will include Architectural aspects, the Integration approach, the design of the Management solution and the Functional coverage of the final IEG-C system.
- 3.4.6.2 In order to assess properly the aforementioned areas, Bidders should pay attention to engineering activity in the IEG-C project from analysis and design through to delivery, testing, verification & validation, implementation, transition and acceptance. A substantial response is expected to the system engineering requirements (SOW Section 5 and 15), site survey and system implementation requirements (SOW Sections 9 and 7), testing, verification & validation process requirements (SOW Section 8), security accreditation process requirements (SOW Section 10), Quality Assurance requirements (SOW Section 11), System Requirements Specification (SRS) (SOW, Annex A), and implementation scope (SOW Annex C).
- 3.4.6.3 System Design Specification (SDS)
 - 3.4.6.3.1 The Bidder shall provide an initial System Design Specification (SDS) which describes its proposed technical solution and demonstrates its understanding of the requirements and security requirements as stated in in the SRS (Annex A, SoW).
 - 3.4.6.3.2 The Bidder shall provide the initial SDS that follows the outline of SOW Section 15.
 - 3.4.6.3.3 The initial SDS shall include an initial Product Breakdown Structure (PBS).
 - 3.4.6.3.4 The initial SDS shall demonstrate a comprehensive understanding of all of the requirements of the SRS (SOW, Annex A) and describe how every requirement is addressed in the Bidder's proposed solution.
 - 3.4.6.3.5 In particular, the bidder shall provide an initial SDS that describes at a minimum the following information as described in Section 15 of the SoW:
 - (a) System Architecture

- (b) The following Operational and Systems Views, as defined in the NATO Architecture Framework (NAF, [NAC AC/322-D(2007)0048, 2007]):
 - (c) NOV-1, High-Level Operational Concept Diagram;
 - (d) NSV-1 Systems Interface Description (Composition);
 - (e) NSV-1 System Interface Description (Intra System);
 - (f) NSV-1 System Interface Description (Inter System);
 - (g) NSV-2, Systems Communications Description;
 - (h) NSV-2a: System Port Specification;
 - (i) NSV-4 System Functionality;
- 3.4.6.3.6 The initial SDS shall address Interface Dependencies and Constraints. In particular all separate interfaces described in the SRS (SOW, Annex A) must be described in the Bidder's design.
- 3.4.6.3.7 The initial SDS shall contain rationale which convinces that performance requirements defined in the SRS (SOW, Annex A) will be met.
- 3.4.6.3.8 The initial SDS shall show clear traceability between the Contractor's design and the requirements in the SRS (SOW, Annex A).
- 3.4.6.4 Overall System Engineering
- 3.4.6.4.1 For bidding purposes only, in volume 2, the Bidder shall commit to meet all requirements described in SOW Section 7.
- 3.4.6.5 Site survey and System Implementation
- 3.4.6.5.1 The Bidder shall provide an initial System Implementation Plan (SIP), which describes its proposed approach to meeting of the requirements of SOW Section 7.
- 3.4.6.5.2 The initial SIP shall follow the outline from SOW Section 15.
- 3.4.6.5.3 The initial SIP shall cover the entire implementation scope (SOW, Annex C), in terms of sites and quantities of end-entities.
- 3.4.6.5.4 The initial SIP shall demonstrate a clear understanding of the services to be implemented and describe the Bidder's approach to migration of users, devices, and applications.
- 3.4.6.5.5 The initial Migration Plan included in the initial SIP shall fully describe the Bidder's methodology and approach to the migration, including the stages proposed to be followed, the testing to be done, capabilities

proposed and the way in which risks will be managed during the migration process.

- 3.4.6.5.6 For bidding purposes only, the Bidder shall assume that all elements of its design must be provided in full at the implementation stage and that no hardware, software or business processes exist on site in a reusable form.
- 3.4.6.5.7 The initial SIP shall describe the Bidder's approach to site surveys, identify the issues to be checked on site and relate the site survey to the overall implementation effort in terms of timing and purpose, in accordance with SOW sections 7, 9 and 15.
- 3.4.6.5.8 The initial SIP shall identify all information to be collected during site surveys, including locations and facilities which need to be inspected.
- 3.4.6.5.9 The initial SIP shall describe the size of team and level of effort involved for site surveys.
- 3.4.6.5.10 The initial SIP shall describe its proposed arrangements to ensure timely and complete preparation, installation, configuration, on-site testing and support.
- 3.4.6.5.11 The initial SIP shall describe its proposal for the implementation of the IEG-C following the requirements as stated in Section 15.8 of the SoW.
- 3.4.6.5.12 In all descriptions provided, the Bidder shall be clear regarding how its approach minimises disruption to all services.
- 3.4.6.6 Test, Verification, Validation
 - 3.4.6.6.1 The Bidder shall provide an initial Master Test Plan (MTP), which describes its proposed approach to meeting the requirements of SOW Section 8.
 - 3.4.6.6.2 The initial MTP shall describe a coherent high level approach to testing, verification & validation, providing initial scope and schedule on the TVV phases as required in SOW Section 8, Table 14.
 - 3.4.6.6.3 The MTP shall be consistent with other bid documents such as the PMS and the SIP: MTP activities shall be included in the PMS and products shall be described in the PBS.
 - 3.4.6.6.4 The Bidder shall provide an initial Defect Reporting and Management Plan, which describes its proposed approach to meeting the requirements of SOW Section 8.

- 3.4.6.6.5 The bidder shall provide 2 exemplary test cases on how to meet two specific requirements SRS-4-141 and SRS-6-70. Test cases shall be compliant with the SOW clauses and templates provided.

3.4.6.7 Security Accreditation

- 3.4.6.7.1 The Bidder shall describe their input to the security accreditation documentation in support of the accreditation process as part of the initial PIP in accordance with Section 10 of the SoW:

- (a) CIS Description
- (b) Security Risk Assessment (SRA) Report
- (c) Generic System Interconnection Security Requirements Statement (SISRS)
- (d) Security Operating Procedures (SecOPs)
- (e) Security Test and Validation Plan (STVP)

- 3.4.6.7.2 The Bidder shall provide a CIS Description document to include at a minimum but not limited to, the following information:

- (a) Detailed technical description showing the main components and the high level as well as detailed information flows,
- (b) Description of all internal and external connections of the system,
- (c) List of hardware and software components used,

- 3.4.6.7.3 The Bidder shall provide an initial qualitative Security Risk Assessment (SRA), which describes its proposed technical solution and demonstrates its understanding of the requirements in Section 10 of the SOW.

- 3.4.6.7.4 The initial SRA shall be developed in accordance with “Guidelines for Security Risk Management (SRM) of Communication and Information Systems (CIS) (Ref. AC/35-D/1017-REV3)” and include the following:

- (a) Identification of the scope and objective of the security risk assessment;
- (b) Determination of the physical, personnel and information assets which contribute to the fulfilment of the IEG-C;
- (c) Determination of the value of the assets (very low – low – medium – high – very high);
- (d) Identification of the threats and vulnerabilities to the risk environment and their level;
- (e) Identification of existing security measures (e.g. assertions about physical and personal security measures already in place at NATO sites);
- (f) Identification of countermeasures proposed in the Bid;
- (g) Determination of of risk value after implementation of security measures listed in points (e) and (f) .

- 3.4.6.7.5 The Bidder shall provide an initial Generic System Interconnection

Security Requirements Statement (SISRS) that will:

- (a) Describe the security measures mandated by NATO Security Policy and supporting directives
- (b) Describe the minimum levels of security deemed necessary to countermeasure the risk(s) identified in a risk assessment;
- (c) have a unique identifier for each security requirement;
- (d) Indicate mandatory and recommended Security Mechanisms (SMs).

3.4.6.7.6 The Bidder shall provide initial Security Operating Procedures (SecOPs), to include as a minimum the following procedures:

- (a) Centralized administration and monitoring of IEG-C;
- (b) Backup & recovery;
- (c) Emergency procedures;

3.4.6.7.7 The initial Sec OPs shall also cover all security requirements identified in the SRA and SSRS which are not fully fulfilled by technical countermeasures.

3.4.6.7.8 The Bidder shall provide an initial STVP that describes the security testing and verification of the CIS Security measures to be implemented. A complete and detailed sequence of steps to be followed proving that the security mechanisms designed into IEG-C enforce the security requirements identified in the SISRS. The STVP shall contain traceability matrix between tests and SISRS requirements.

3.4.6.7.9 For each STVP security test the following details shall be identified:

- (a) The objective of the security test;
- (b) An outline description of the security test;
- (c) A description of the execution of the security test (too include technical instructions how to conduct the test);
- (d) The pass criteria for the security test.
- (e) Reference to applicable SISRS requirement(s);
- (f) Reference to applicable Security Mechanism(s).

3.4.6.7.10 The Bidder shall describe the STVR for every instance of security testing conducted based on the STVP.

3.4.6.7.11 For each STVR security test the following details shall be identified:

- (a) Test ID;
- (b) An outline description of the security test;
- (c) Detailed results of the security tests;
- (d) Test status (e.g. in progress, passed, failed)
- (e) Test completion (in per cent);
- (f) Failure severity (e.g. critical, serious, major, less important, none);

- (g) Test date;
- (h) Information about who conducted the test;
- (i) Information about who witness the test

3.4.6.7.12 STVR SHALL contain overall test summary details:

- (a) Identification of the element under tests;
- (b) Tests starting date;
- (c) Tests finishing date;
- (d) Amount of all tests to be conducted;
- (e) Amount of tests executed;
- (f) Tests passed;
- (g) Tests failed;
- (h) Tests still in progress

3.4.6.7.13 The bidders shall provide a supply chain security statement for security enforcing products, according to AC/322-D(2017)0016.

3.4.6.7.14 The bidders shall provide a statement confirming that only evaluated boundary protection devices (e.g. guards) have been proposed. The evaluation shall be according to Common Criteria or National equivalent, in accordance with AC/322-D/0030-REV5.

3.4.6.7.15 The bidders shall provide a statement confirming that only Tempest tested hardware (compliant with SDIP-29/2) have been proposed. Alternatively bidders can consider and propose usage of Tempest racks (compliant with SDIP-29/2).

3.4.6.7.16 Note: There is one reference in the SOW (SDIP 27/2 NATO TEMPEST Requirements and Evaluation Procedures) that is classified as NATO CONFIDENTIAL, but bidders are not required to obtain or reference it during the bidding phase.

3.4.7 Volume 2 – Supportability

3.4.7.1 This volume of the Technical Proposal covers the Bidder's approach to meeting requirements as described in SOW Section 6 (ILS), SOW Section 7 (Operation and Maintenance), SOW Section 11 (Quality Assurance and Control), SOW Section 12 (Configuration Management), and SOW Annex F (Service Approach).

3.4.7.2 Integrated Logistics Support

3.4.7.2.1 The Bidder shall provide a draft Integrated Logistics Support Plan in accordance with the SOW requirements including the required sub-sections and content with sufficient details to demonstrate the Bidder's ability to perform the ILS activities.

- 3.4.7.2.2 The Bidder shall demonstrate its understanding and compliance with all the SOW requirements by creating appropriate subsections and detailing the requirements with actual proposed activities.
- 3.4.7.2.3 The Bidder shall provide a detailed approach for the Design Influence (RAMT and LSA) areas for the actual analyses, documenting the analysis, tools, skills and relation with SRS and design in general.
- 3.4.7.2.4 The Bidder shall detail the different Maintenance and Support Levels, the interfaces between these different levels, maintenance and support environment, constraints, locations, procedures, artefacts, organisation, personnel skills, related ITIL processes and responsibilities between different parties to maintain the delivered baselines of the system in different phases of the lifecycle.
- 3.4.7.2.5 The Bidder shall detail its approach for the Initial Operational Support and warranty requirements, details the activities based on each party's responsibilities including the proposed services, response times, organization and planning in accordance with the SOW requirements.
- 3.4.7.2.6 The Bidder shall detail its approach for the Supply Support and PHST requirements and details the proposed activities in accordance with the SOW requirements.
- 3.4.7.2.7 The Bidder shall demonstrate that all ILS activities and milestones are integrated into the project master schedule.
- 3.4.7.3 Support Case
- 3.4.7.3.1 The Bidder shall provide a draft Support Case, as detailed in the SOW section 6.4. The Support Case shall provide sufficient details to show the Bidder's approach and capability to perform the required LSA and RAMT studies, including how the proposed design shall take the SOW and SRS RAMT requirements into consideration.
- 3.4.7.3.2 The Bidder shall demonstrate its understanding and compliance with the Support Case requirements by creating appropriate subsections and detailing the requirements with actual proposed activities to show the Bidder's approach and capability to perform the required LSA and RAMT studies, including how the proposed design shall take the SOW and SRS RAMT requirements into consideration.
- 3.4.7.4 Configuration Management
- 3.4.7.4.1 The Bidder shall provide a draft Configuration Management Plan (CMP) which shall describe how Configuration Management shall be performed in accordance with the requirements of the SOW Section 12

- 3.4.7.4.2 The Bidder shall provide details to demonstrate its understanding of the CM process on how it shall be planned, managed, resourced, executed and provided including the organization and personnel, CM tools, directives and standards, meetings, reviews and deliverables (baselines, documents, CMDB etc.).
- 3.4.7.4.3 The Bidder shall provide the Configuration Management Plan in the structure and detailed content in accordance with the SOW requirements including minimum the 'Organization, Configuration identification and Documentation, Baselines, Configuration control, Interface management, Change request Process, Configuration Status Accounting, Configuration Audits and Reviews and Configuration Management Tools'.
- 3.4.7.5 Quality Assurance
- 3.4.7.5.1 The Bidder shall provide a draft Quality Assurance Plan (QAP) which conforms to the requirements detailed in Section 11 of the SOW.
- 3.4.7.5.2 The Bidder shall demonstrate that the Quality Management System is in place for the project in accordance with AQAP-2110 and /or equivalent ISO standards.
- 3.4.7.5.3 The Bidder shall demonstrate its understanding of the QA requirements of this project by detailing the QA procedures for requirements analysis, design, development, production, installation, test, acceptance, certification, support, defects and corrective actions, documentation, reviews and audits including subcontractor management specified for this project.
- 3.4.7.6 Training
- 3.4.7.6.1 The Bidder shall provide a draft Training Plan describing how he shall conduct the Training Needs Analysis (TNA), and provide the necessary training courses in accordance with Section 6 of the SOW.
- 3.4.7.6.2 The Bidder shall demonstrates its understanding and compliance with Training Program requirements by explaining how the Bidder will schedule, resource and manage the various training requirements (TNA, training schedule, training courses and material, training tools, media, training personnel, training reviews, meetings, assessment, evaluation and reporting) starting from the contract award until the acceptance.
- 3.4.7.6.3 The Bidder shall demonstrate its understanding of the Training Needs Analysis (TNA) concept based on the references from Bi-Sc and experiences from other projects by explaining how the Training Needs Analysis will be performed with all possible deliverables, inputs and

outputs to the process.

3.4.8 Volume 3 - Management

3.4.8.1 This volume covers the Management component of the proposal and will be used to assess Bidder's ability to meet timelines, Bidder's quality of management plans and Bidder's proven experience of successfully implementing similar systems.

3.4.8.2 In order to assess properly the aforementioned areas, the volume will include the following elements:

- (a) Executive Summary
- (b) Table of Contents for the whole Technical Proposal
- (c) Overall understanding of Purchaser's requirements by the Bidder
- (d) Bidder Qualifications and Key Personnel
- (e) Project management
- (f) Risk management
- (g) Schedule management
- (h) Others
- (i) Bid-Requirements Cross-Reference Matrix (BRCM)

3.4.8.3 Executive Summary

3.4.8.3.1 Bidders shall provide an overview of the salient features of their technical proposal in the form of an Executive Summary.

3.4.8.3.2 The Executive Summary shall provide a general description of the major points contained in each of the required sections of the technical proposal (i.e. 3 volumes) and shall demonstrate the depth of the Bidder's understanding of: the project, the implementation environment, the problems and risks of project implementation foreseen by the Bidder, as well as the Bidder's ability to communicate high level concepts in an appropriate and succinct manner. 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, while meeting the overall schedule, and the key points of the technical approach. This summary shall not exceed 10 pages.

3.4.8.3.3 Bidders shall explicitly state in the Executive Summary that, should their firm be selected and awarded the contract resulting from this solicitation, the delivered product(s) and services shall comply with the requirements of the Statement of Work (including all annexes).

3.4.8.4 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 of the Bid. Heading, section and subsection titles should be

appropriately descriptive in order to permit the Purchaser's bid evaluation team to locate relevant material expeditiously.

3.4.8.5 Overall Understanding of Purchaser's Requirements

- 3.4.8.5.1 The Bid must demonstrate the Bidder's understanding of the Purchaser's requirements as described in the Statement of Work (SOW). The strategic vision behind the IEG-C project, the objectives, constraints and scope must all be addressed and related to the technical solution described in the Bid.

3.4.8.6 Bidder Qualifications and Key Personnel

- 3.4.8.6.1 Volume 3 shall describe the company structure and activities of the prime Contractor. The country in which the prime Contractor is registered shall be identified and the size and location(s) of the company headquarters and subsidiary branches described. Within that structure the location and organizational unit of the office which will manage this Contract shall be identified. This section shall also describe the major activities of the company and how they are distributed across the organisation.
- 3.4.8.6.2 The Bid shall provide a description of the corporate capabilities of the Bidder, including corporate experience, corporate structure and individual skills and experience. In particular, the Bidder shall provide evidence of relevant and recent experience in the design, integration, testing, and implementation of projects similar to the IEG-C Project. The Bidder shall provide a section which describes how the experience and expertise of the prime Contractor and all nominated sub-Contractors will contribute to the successful execution of the Contract.
- 3.4.8.6.3 The Bidder shall provide a section which identifies its major proposed sub-Contractors for the Project. Major proposed sub-Contractors, for purposes of this section, refer to the criteria set forth in Clause 10 of the Prospective Contract General Provisions entitled "Sub-Contracts". The Bidder shall identify the firm and the nation of origin and describe the contribution which the sub - Contractor is expected to make to the execution of the project. The Bidder shall also provide rationale for the selection of the sub-Contractor and describe the added value the sub-Contractor will bring to the execution of the project.
- 3.4.8.6.4 Volume 3 shall provide a description of individual skills and experience in relation to the project of all project team members and Subject Matter Experts (SMEs) foreseen to support the project team. The description shall include how each individual expertise and experience will add value to the team.
- 3.4.8.6.5 Volume 3 shall provide the resumes / Curricula Vitae (CV) and supporting certification documentation (e.g. Prince 2 certificates) of each

proposed Key Personnel that meet or exceed the requirements in SOW Section 13.

3.4.8.7 Project Management

- 3.4.8.7.1 In order to demonstrate how the Bidder plans to approach the management of the project (according to Section 4 of the SoW), the Bidder shall submit initial versions of the Project Implementation Plan (PIP) to include the Project Management Plan (PMP), of the Work Breakdown Structure (WBS), of the Product Breakdown Structure (PBS) and Product Flow Diagram (PFD); Project Master Schedule (PMS); and identify all activities related to the security accreditation process (according to Section 10 of the SoW).
- 3.4.8.7.2 The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 4 and 15 of the SOW, which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:
- 3.4.8.7.2.1 Project Overview. The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project;
- 3.4.8.7.2.2 The PIP shall include a preliminary Project Management Plan (PMP) that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met;
- 3.4.8.7.2.3 The PIP shall include a Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.
- 3.4.8.7.2.4 The Bidder shall provide a statement assuring that all requirements shall be met for the Site Survey in accordance to the requirements stated in Section 9 of the SoW.
- 3.4.8.7.2.5 The submitted documents shall include sufficient information to demonstrate the Bidder's understanding of the key challenges involved

in the IEG-C project, and demonstrate that the Bidder is proposing an approach that can deal with these challenges.

3.4.8.8 Project Management Plan (PMP)

- 3.4.8.8.1 The Bidder shall provide an initial PMP following the structure called for in SOW Section 15.
- 3.4.8.8.2 The initial PMP shall demonstrate how the Project Controls required under SOW Section 4 will be implemented during the project. In particular the Bidder shall demonstrate that the Project Management methodology proposed for the project is suitable to the successful execution of the project.
- 3.4.8.8.3 The initial PMP shall demonstrate the project implementation including its management structure and project management processes, personnel assignments, external relationships necessary to provide the capability as required by this Contract.
- 3.4.8.8.4 The initial PMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor plans with insight into the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in the SOW.
- 3.4.8.8.5 The initial PMP shall demonstrate that the Bidder has understood the process imposed in SOW Section 15.9 and describe supporting the cycle of design reviews and approvals.

3.4.8.9 Product Breakdown Structure (PBS)

- 3.4.8.9.1 The initial PBS shall identify all products and shall distinguish between management products and specialist products in Section 4 and 15 of the SOW.
- 3.4.8.9.2 The PBS shall include a hierarchical diagram of all the products (management products and specialist products), having at its topmost product the final product of the overall project, i.e., the IEG-C System. Describe each product (management products and specialist products) including its quality requirements. The product descriptions shall address sufficient detail to permit management assessment of progress with EVM.

3.4.8.10 Project Master Schedule (PMS)

- 3.4.8.10.1 The Bidder shall submit an initial Project Master Schedule (PMS).

- 3.4.8.10.2 The PMS shall be according to Section 4.4.6 of the SoW.
- 3.4.8.10.3 The initial PMS shall demonstrate in particular include how the bidders plan to apply EVM through the project implementation duration.
- 3.4.8.10.4 The PMS shall include additional subordinate milestones that the Bidder plans to achieve which make clear the extent of parallel activities and the detailed phasing and dependencies of different activities.
- 3.4.8.10.5 The PMS shall meet the project deadlines (EDC + x months) as described in SOW Section 3.
- 3.4.8.11 Risk Management Plan (RMP)
- 3.4.8.11.1 The Contractor shall describe in the initial RMP how he will implement the Risk Management process according to Section 4 of the SoW, with the minimum details:
- (a) Overall Risk Management approach
 - (b) Key Risk Management processes
 - (c) Key Risk Categories
 - (d) Risk Prioritization Matrix
 - (e) Risk Management roles and responsibilities
 - (f) Risk Log template which shall at minimum follow the outline recommended in this SOW (see Section 15.2)
- 3.4.8.11.2 The Risk Log shall be in accordance with SOW Section 10.2 .
- 3.4.8.11.3 The following risks shall be addressed in the Bid listing the risks, and indicating for each one the following information (but not limited to):
- (a) Risk identifier: unique code to allow grouping of all information on this risk;
 - (b) Description: brief description of the risk;
 - (c) Risk category (e.g., management, technical, schedule, and cost risks);
 - (d) Impact: effect on the project if this risk were to occur;
 - (e) Probability: estimate of the likelihood of the risk occurring;
 - (f) Risk rating (High, Medium, Low);
 - (g) Proximity: how close in time is the risk likely to occur;
 - (h) Response strategy: avoidance, mitigation, acceptance, transference

- (i) Response plan(s): what actions have been taken/will be taken to counter this risk;
- (j) Owner: who has been appointed to keep an eye on this risk;
- (k) Author: who submitted the risk;
- (l) Date identified: when was the risk first identified;
- (m) Date of last update: when was the status of this risk last checked;
- (n) Status: e.g., closed, reducing, increasing, no change.

3.4.8.11.4 As part of the initial PMP, the Bidder shall describe how risks will be managed throughout the execution of the contract in response to the requirements of SOW Section 4.

3.4.8.12 Others

3.4.8.12.1 Introduction

3.4.8.12.1.1 Section 1 of the SOW contains an introduction to the IEG-C project as well as some high level requirements. For bidding purposes, in this volume, a simple affirmation that all requirements will be met is sufficient, unless otherwise stated in this document.

3.4.8.12.2 Applicable documents

3.4.8.12.2.1 Section 2 of the SOW contains the list of applicable documents. For bidding purposes, in this volume, a simple affirmation that all documents from Section 2 shall be adhered to is sufficient, unless otherwise stated in this document.

3.4.8.12.3 Documentation outline

3.4.8.12.3.1 Section 15 of the SOW contains outlines of some IEG-C documents to be delivered. For bidding purposes, in this volume, a simple affirmation that all requirements will be met is sufficient. Other sections of these Bidding Instructions will indicate where portions of the bid need to be submitted in accordance with the formats and content described in SOW Section 15.

3.4.8.12.4 Purchaser Furnished Equipment (PFE)

3.4.8.12.5 The SOW Annex A provides the list of anticipated PFEs. Volume 1 of the Bid shall contain an update of the tables contained in SOW Annex A. The Bidder shall fill in estimated quantities as well as insert additional PFE as required depending on their proposed technical solution.

3.4.8.12.6 The Bid shall demonstrate a clear understanding of PFE and shall

describe how the Bidder proposes to make use of / integrate with PFE during the execution of the contract.

3.4.8.12.7 Bid-Requirements Cross-Reference Matrix (BRCM)

3.4.8.12.8 Volume 1 shall also contain a Bid-Requirements Cross reference Matrix (BRCM) in the format indicated at D of Book I. Bidders shall complete and return the IFB/ Bid Requirements Cross Reference Matrix (BRCM) (see instructions in Book I Annex D) covering the full Prospective Contract and Bidding Instructions where required. It is the Bidders responsibility to ensure that the submitted IFB Cross-Reference Table covers all sections of the IFB technical requirements.

3.5 PART III – PRICE QUOTATION

3.5.1 Package Contents

- 3.5.1.1 One ZIP file submitted by email, containing the completed Bidding Sheets (Excel) provided in Annex A1 of Book I and 1 PDF of the Bidding Sheets “Offer Summary” tab. All documentation stated in Section 3.2.2 shall be submitted.

3.5.2 General Rules

- 3.5.2.1 Bidders are advised that the total bid price for CLINs 1 through 14 shall not exceed a total of 9,799,510 EUR. A bid that exceeds this total bid price ceiling shall be determined to be non-compliant and eliminated from further consideration. Bidders shall execute the certificate at B-14 “Certificate of Price Ceiling” as confirmation of their compliance.
- 3.5.2.2 Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in Section 3.5.1.1 above, in accordance with the instructions specified in Book I Annex A-2.
- 3.5.2.3 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 shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.5.2.4 When completing the Bidding Sheets the Bidder shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. 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 and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
- 3.5.2.5 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.
- 3.5.2.6 Bidders shall furnish Firm Fixed Prices for all CLINs as defined in the SOW. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for all CLINs. The Contract will be awarded for all CLINs, with

CLINs 1 through 14 being the basic contract and the work defined for CLINs 15 through 24 being Firm Fixed Price options to the Contract. These options may be exercised by the Purchaser, at the sole discretion of the Purchaser as described in the Book II General and Special Provisions. 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.

- 3.5.2.7 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.
- 3.5.2.8 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. In the case of inconsistencies between the electronic version of the Bidding Sheets and the PDF of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.
- 3.5.2.9 Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.2.9.1 the currency is of a "participating country" in the project, and
- 3.5.2.9.2 the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.2.10 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.11 Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.12 Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-1, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in

accordance with the International Chamber of Commerce INCOTERMS ® 2020.

- 3.5.2.13 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.
- 3.5.2.14 All prices bid shall be clearly traceable in the detailed bidding sheets.
- 3.5.2.15 Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant.
- 3.5.2.16 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.
- 3.5.2.17 Specific to CLINs 15 through 24, referring to Paragraph 3.5.2.16 above, an illustrative notional scenario is presented below to illustrate how the Purchaser could exercise various Contract Options by additional sites or equipment being required:
- 3.5.2.17.1 Notional Scenario – An additional installation is required after contract award.
- 3.5.2.17.2 Purchaser Exercise of Contract Options – In this situation, the Purchaser could, under the Contract terms, exercise via a contract amendment the following CLINs:

15	WP6 Hardware Purchase Mandatory Sites
16	WP7 Cyber Monitoring Capability (former NCIRC)
17	WP11 Hardware Purchase Optional Sites
18	WP12 Installation of Optional Gateways - IEG-C-13 RSM
19	WP12 Installation of Optional Gateways - IEG-C-14 KFOR
20	WP12 Installation of Optional Gateways - IEG-C-15 EUFOR
21	WP12 Installation of Optional Gateways - IEG-C-16 JFC OS
22	WP12 Installation of Optional Gateways - IEG-C-17 JFC RSM
23	WP12 Installation of Optional Gateways - IEG-C-18 ACP
24	WP12 Installation of Optional Gateways - IEG-C-12 NSF

- 3.5.2.17.3 In each of the sub-CLINs that could be exercised in the above notional scenario, the hours and unit prices indicated in the Option CLINs for the

specific activities corresponding to sub-CLIN items would be used to calculate the firm fixed price of the additional installation to be exercised.

SECTION 4. BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2 All Bids will be evaluated solely using the formulae, evaluation criteria and factors contained herein. Technical Bids will be evaluated strictly against the technical criteria and not against other Technical Bids submitted.
- 4.1.3 The evaluation of Bids and the determination as to the Best Value Score will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.4 The Bidder shall furnish with its Bid all information requested by the Purchaser in Book I, Section 3 Bid Preparation Instructions. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its Bid shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as its approach and methodologies.
- 4.1.5 During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the Bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state 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.
- 4.1.6 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed subContractors.
- 4.1.7 The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC /4-D/2261-ADD2 dated 24 July 2009, and AC/4(2008)0002-REV2 dated 15 July 2015. "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology". The Bid evaluation methodology to be followed, including the

top-level evaluation criteria and their weighting factors, were agreed by the NATO Infrastructure Committee.

4.2 BEST VALUE AWARD APPROACH AND BID EVALUATION FACTORS

4.2.1 The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the Best Value to NATO, as evaluated by the Purchaser in compliance with the requirements of this IFB and according to the evaluation method specified in this Section 4. The top level criteria are 50% Technical and 50% Price.

4.2.2 Upon approval of the price evaluation report, the Contracts Award Board will open the technical weighting scheme and apply the technical weight to the raw Technical Score (TS) to produce the weighted technical score.

4.2.3 The weighted Technical Score will be determined according to the following formula:

$$TS = a\% \cdot TS1 + b\% \cdot TS2 + c\% \cdot TS3$$

where: TS1, TS2, TS3 ≤ 100 are the Technical Scores of each of the authorised second-level or published third-level technical sub-criteria; and a% b% c% are the related weighting factors for each of the second-level or third-level technical sub-criteria adding to 100.

4.2.4 The Purchaser's priorities in the evaluation of the Technical Proposal are described in the form of sub criteria in Section 4.5 below. The sub criteria are listed in descending order that reflects the relative importance that the Purchaser places on each sub criterion.

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

4.2.6 The BV final Score (FS) will be the sum of weighted TS plus Price Score (PS), according to the following formula:

$$FS = PS \cdot 50\% + TS \cdot 50\% \leq 100$$

where: PS = 100*(1-(Bid Price / (2 x Average Bid Price)))
Bid Price and Average Bid Price will be the investment cost or the Present Value of the system life-cycle cost as per the authorisation.

4.2.7 The bid having the highest BV final score will be selected as the successful bid unless there is a statistical tie. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other;

which is resolved by awarding the contract to the bid with the highest weighted technical score.

4.3 EVALUATION PROCEDURE

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

4.3.1.1 Step 1: Administrative Compliance

4.3.1.1.1 Bids received will be reviewed for compliance with the mandatory Administrative requirements specified in Section 4.4. 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.

4.3.1.2 Step 2: Technical Evaluation

4.3.1.2.1 In Step 2 bids will have their Technical Proposals Packages evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph below), and scored accordingly. This evaluation will result in “raw” or not weighted technical scores against the criteria.

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

4.3.1.3 Step 3: Price Evaluation

4.3.1.3.1 The Price Quotations of all bids remaining after Step 2 will be opened, evaluated and scored in accordance with Section 4.6.

4.3.1.4 Step 4: Determination of Successful Bidder

4.3.1.4.1 Upon completion of the Price Evaluation, the Successful Bid will be determined in accordance with Section 4.7 hereafter.

4.4 EVALUATION STEP 1 - ADMINISTRATIVE COMPLIANCE

4.4.1 Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the 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 in accordance with Best Value procedures but is made to determine if a bid

complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

- 4.4.1.1 The Bid was received by the Bid Closing Date and Time;
- 4.4.1.2 The Bid is packaged and marked properly;
- 4.4.1.3 The Bid Administration Package contains the documentation listed in Section 3.3 above and complies with the formal requirements established in Section 3.1 and 3.2 above;
- 4.4.1.4 The Bidder **has not taken exception** to the Terms and Conditions of the Prospective Contract and/or Bidding Instructions or has not qualified or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work (including all its Annexes).
- 4.4.1.5 Evaluation of Conflict of Interest Documentation
 - 4.4.1.5.1 The Purchaser will evaluate the Bidder submission as detailed in Section 3.3.8 and resort to the disqualification of the bid in those cases in which it is deemed that the Bidder's relationships with the PMIC existing or Prospective Contractor could constitute a real or apparent conflict of interest, could in any manner or form influence or appear to influence the capacity of the Bidder to render unbiased service or otherwise result in an advantage during the course of the performance under the prospective Contract and any proposed conflict of interest mitigation plan proposed by the Bidder does not satisfactorily resolve the conflict of interest in place.
 - 4.4.1.5.2 Conversely, should the Purchaser deem that the Bidder's Conflict of Interest Mitigation Plan adequately addresses the concerns relevant to any conflict of interest, it will make such plan part of any awarded Contract and subject to the stipulation of Clause 27 of the prospective Contract Special Provisions. Equally in those cases where the Bidder declares that no apparent or real conflict of interest exists such condition shall be reflected in any resulting Contract and made subject to the prescription of Clause 27 of the prospective Contract Special Provisions.
 - 4.4.1.5.3 In the event that, during the evaluation of the Bids, the Purchaser would determine or suspect that the Bidder has not disclosed a real or apparent conflict of interest of which it was knowledgeable at the time of Bid submission, in breach of Sections 4.4.1.5.1 and 4.4.1.5.2, Purchaser reserves the right to declare the Bid non-compliant.
- 4.4.2 Subject to the stipulation of Section 4.4.1.1 through 4.4.1.5 Bids failing to conform to the above requirements may be declared non-compliant and may

not undergo through further evaluation. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.

- 4.4.3 Notwithstanding Section 4.4.2, if it is later discovered in the evaluation of the Technical Proposal 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 his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work (including all its Annexes), the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

4.5 EVALUATION STEP 2 - TECHNICAL EVALUATION

- 4.5.1 The Technical Proposal will be evaluated against the criteria set forth in Section 4.2 above. In this section those criteria will be expanded to identify sub criteria considered important by the Purchaser during bid evaluation. Sub criteria appear in descending order of importance within the criterion of which they form a part. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published here but are predetermined and included in the Technical Evaluation Weighting Scheme sealed before Bid Opening. Within each of the three volumes of the Technical Proposal the criteria and their sub criteria are identified as follows:

4.5.2 Volume 1 - Technical

- 4.5.2.1 Criteria – Technical (50% of the Technical Proposal, to assess System architecture, Integration approach, Management solution, Functional coverage).

- 4.5.2.1.1 Third-level sub criteria in descending order of importance:

- (a) Quality and completeness of the initial System Design Specification (SDS) document, and commitment to meet all System Engineering requirements
- (b) Quality and completeness of the initial System Implementation Plan (SIP), including site survey process and initial Migration plan.
- (c) Quality and completeness of the initial Master Test Plan (MTP),
- (d) Quality and completeness of the Bidder's approach to meeting the security accreditation process requirements

4.5.3 Volume 2 – Supportability

- 4.5.3.1 Criteria – Supportability (30% of the Technical Proposal, to assess the quality of the life-cycle support approach)

- 4.5.3.1.1 Third-level sub criteria in descending order of importance and in accordance with Section 3 Supportability:

- (a) Complete Integrated Support Plan (ILSP) ensuring that the proposed ILS approach is optimized and acceptable according to Section 6 of the SoW and Annex F.
- (b) Draft Support Case demonstrates that the Design Influence is understood, RAMT and LSA analyses will be performed as required, and will be reflected to design and support solution.
- (c) Draft Quality Assurance Plan testifies that QA processes are mature and comprehensive, and in accordance to Section 11 of the SoW.
- (d) Completeness and Quality of the initial Configuration Management Plan (CMP), and in accordance to Section 12 of the SoW.
- (e) Realistic and credible initial Training Plan, according to Section 6 of the SoW.

4.5.4 Volume 3 - Management

4.5.4.1 Criteria – Management (20% of the Technical Proposal, to assess ability to meet timelines, quality of management plans, proven experience of successfully implementing similar systems)

4.5.4.1.1 Third-level sub criteria in descending order of importance:

- (a) Quality of the Executive Summary
- (b) Overall understanding of the objectives / scope / requirements of the IEG-C project
- (c) Bidder Qualifications and Key Personnel CVs and security clearances
- (d) Quality and completeness of the initial Project Management Schedule which shows how Project Milestones will be achieved
- (e) Quality and completeness of the initial Project Implementation Plan and ability to track progress using EVM.
- (f) Quality and completeness of the initial Risk Management Plan and adequacy of the Bidder's proposal to manage risk throughout the project

4.6 EVALUATION STEP 3 - PRICE EVALUATION

4.6.1 The Bidder's Price Quotation will be first assessed for compliance against the following criteria:

4.6.1.1 The Price Quotation meets the requirements set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A-2 and in particular:

- A. The Bidder has furnished Firm Fixed Prices for all items listed.
- B. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- C. Bid prices include all costs for items supplied, delivered, and supported.
- D. All prices have been accurately entered into appropriate columns, and accurately totalled.
- E. The Bidder has provided accurate unit price (where required) and total price for each line item.
- F. The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
- G. The grand total is accurate.
- H. The currency of all line items has been clearly indicated.
- I. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, are met.
- J. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- K. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

4.6.1.2 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete; and

4.6.1.3 The Price Quotation meets requirements for price realism and balance as described below in Section 4.6.4. and do not exceed the defined ceilings as per Para 3.5.2.1.

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

4.6.3 Basis of Price Comparison

- 4.6.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores and compliance with stated price ceilings. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.6.3.2 The Evaluated Bid Price to be inserted into the formula specified at Section 4.6.6.1 will be derived from the Grand Total of the Schedule of Supplies and Services calculated as follows:
- The Sum of the Firm - Fixed Prices offered for CLINS 1 through 14, as detailed below:

CLIN Number	CLIN Name
1.0	CLIN 1 (BASE-EVALUATED) - WP 2.1 Achieve FAT
2.0	CLIN 2 (BASE-EVALUATED) - WP 2.2 Installation of the Reference System IEG-C-01 SHAPE
3.0	CLIN 3 (BASE-EVALUATED) - WP2.3 Integration into NATO Enterprise/IEG-C Central Management
4.0	CLIN 4 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-02 SHAPE NRF
5.0	CLIN 5 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-03 SHAPE VJTF
6.0	CLIN 5 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-04 SHAPE Exercise 1
7.0	CLIN 7 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-05 JWC Exercise 1
8.0	CLIN 8 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-06 JWC Exercise 2
9.0	CLIN 9 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-07 EUROCORPS
10.0	CLIN 10 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-08 ARRC
11.0	CLIN 11 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-09 JFC
12.0	CLIN 12 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-10 JFC NRF STBY
13.0	CLIN 13 (BASE-EVALUATED) - WP3 Installation of Mandatory Gateways - IEG-C-11 JFTC
14.0	CLIN 14 (BASE-EVALUATED) - WP4 Decommissioning Legacy Gateways

4.6.4 Price Balance and Realism

- 4.6.4.1 In the event that the successful Bidder has submitted a price quotation that is less than two thirds of the average of the remaining compliant bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the bid and will

inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both Purchaser and their national delegation on the basis of one of the following reasons:

- 4.6.4.1.1 An error was made in the preparation of the price quotation. The Bidder must document the nature of the error and show background documentation regarding the preparation of the price quotation that convincingly demonstrates that an error was made by the Bidder. In such a case the Bidder may request to remain in the competition and accept the contract at the bid price, or to withdraw from the competition;
- 4.6.4.1.2 The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce cost to the Bidder resulting in an offered price that is realistic. The Bidders explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage of and savings achieved by the advantage over the standard marked costs, practices and technology;
- 4.6.4.1.3 The Bidder understands that the submitted price quotations are unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such a reduction in revenue.
- 4.6.4.1.4 If a Bidder fails to submit a comprehensive and convincing explanation for one of the based above, the Purchaser shall declare the bid non-compliant and the Bidder will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition). Non-compliance for reasons of bid realism is a basis for lodging a complaint under the dispute procedure.
- 4.6.4.1.5 If the Purchaser accepts the Bidders explanation of a mistake and allows the Bidder to accept the contract at the Bid price or the explanation regarding competitive advantage in convincing, the Bidder shall agree that the supporting pricing data submitted with this bid will be the basis to determine fair and reasonable pricing for all subsequent negotiations for modifications or additions to the contract and that no revisions of proposed prices will be made.
- 4.6.5 In the case of incrementally funded projects, the cost and pricing methodology used by the winning Bidder on the base contract will be used as the basis for all follow-on contracts or amendments to the base contract where these are proposed for IC agreement without competition.
- 4.6.6 Determination of the Price Score. Once the technical report has been approved by the Contract Awards Board and all issues of compliance

completed, the price quotations will be opened and evaluated. The Price Score shall be determined according to the following formula:

4.6.6.1 $PS = 100 * (1 - (\text{Bid Price} / (2 \times \text{Average Bid Price})))$

4.6.6.2 where: Bid Price and Average Bid Price will be the investment cost or the Present Value of the system life-cycle cost as per the authorisation.

4.7 EVALUATION STEP 4 – CALCULATION OF BEST VALUE SCORES

4.7.1 Upon conclusion and approval of the Price Evaluation results, the pre-determined third level weighting scheme for the Technical Evaluation will be unsealed and the scores for the Technical, Supportability, Engineering and Management factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in Section 4.2.6 in order to obtain the Best Value Score of each bid.

4.7.2 The highest scored bid will be recommended as the Successful Bid.

4.7.3 A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.



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BOOK I – ANNEX A

BIDDING SHEETS

ANNEX A-1

Bidding Sheets

Please see separate Excel Workbook attached
“IFB-CO-14314-IEG-C-Book 1 Annex A Bidding Sheets”

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-14314-IEG-C.

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-14324-IEG-Bidding Sheets.xls" that was submitted to them as part of the IFB package.

ANNEX A-2

Instructions for the Preparation of Bidding Sheets

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.

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.

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

4. COMPLETING SECTION 1 (Offer Summary Sheets)

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. COMPLETING SECTION 2 (CLINS Summary Sheet)

5.1 Filling in the Offer Summary

Bidders shall fill in the Offer Summary sheet based on the information provided in the CLIN summary sheet.

5.2 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.

Bidders shall make sure that they have filled all delivery dates in yellow and that these dates comply with the time limits specified in each worksheet and are in accordance with the dates proposed in Part IV, SOW.

6. 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.

6.1 MATERIAL

A. 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.

1. 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.
2. 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.
3. The Bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)
4. 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.

6.2 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.

6.3 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.

6.4 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.

6.5 OTHER DIRECT COSTS

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

7. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding Offer Summary Sheet in section 1 of the bidding sheets.

NOTE: Bidders shall utilize the "Automated Check" tab in the bidding sheet prior to submitting their proposal. Bidders must ensure that this check is successful, before submitting their Bidding Sheets.



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BOOK I – ANNEX B

Prescribed Administrative Forms and Certificates

ANNEX B-1**CERTIFICATE OF LEGAL NAME OF BIDDER**

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

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: _____

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-14314-IEG-C have been received and the Bid, as submitted, reflects the content as such.

Amendment Number	Date Issued	Date of Receipt

Signature of Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

ANNEX B-3**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

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: _____

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: _____

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: _____

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: _____

ANNEX B-8

**CERTIFICATE OF COMPLIANCE AQAP 2110 OR ISO 9001:2015 OR
EQUIVALENT**

I hereby certify that _____ (name of Company) possesses and applies Quality Assurance Procedures/Plans 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.

ANNEX B-9**LIST OF PROSPECTIVE SUBCONTRACTORS/CONSORTIUM MEMBERS**

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

ANNEX B-10**BIDDER BACKGROUND IPR**

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

- A. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.
- B. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.

ITEM	DESCRIPTION

- C. The Background IPR stated above complies with the terms specified in Clause 32 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the prospective Contract, and more particularly, in accordance with Clause 32 of the Special Contract Provisions and Clause 30 of the NCIA General Contract Provisions.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

ANNEX B-11**LIST OF SUBCONTRACTORS IPR**

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

- A. The SubContractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.
- B. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor's obligations under the Contract.

ITEM	DESCRIPTION

- C. The SubContractor IPR stated above complies with the terms specified in Clause 32 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the prospective Contract, and more particularly, in accordance with Clause 32 of the Special Contract Provisions and Clause 30 of the NCIA General Contract Provisions.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

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 _____

ANNEX B-13**LIST OF PROPOSED KEY PERSONNEL WITH SECURITY CLEARANCE INFORMATION**

POSITION	NAME	LEVEL OF CLEARANCE	DATES OF VALIDITY	CERTIFYING AUTHORITY	EXPECTED DATE OF RELEASE OF REQUIRED SECURITY CLEARANCE	DESIGNATION PERIOD
Project Manager						EDC thru Contract expiration date
Senior System Engineer Lead (Technical Lead)						EDC thru Contract expiration date
Test Director / Test Engineer						EDC thru Contract expiration date
Other (tbd by Bidder):						EDC thru Contract expiration date

Signature of authorised Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

ANNEX B-14

CERTIFICATE OF PRICE CEILING

I hereby certify that the total price offered in the price quotation of this Bid for CLINs 1 through 14 of the Bidding Sheets does not exceed **9,799,510 EUR** (nine million seven hundred ninety-nine thousand and five hundred ten) as described in Section 3.5.2.1 of Book I.

If any one or more of the prices proposed by the Bidders are above the ceilings - then the Bid will be declared non-compliant.

Note: No price information of your Bid should be disclosed in the Bid Administration Package nor the Technical Bid Package.

Signature of authorised Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

ANNEX B-15

DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

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

The Bidder hereby certifies that its personnel working as part of the company's team, at any tier, preparing the Bid:

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 Position	Company

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

ANNEX B-16**COMPREHENSION AND INTENTION TO COMPLY WITH PMIC EXCLUSION
CLAUSE AND CONFLICT OF INTEREST**

- A. I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the _____ (FIRM NAME) and its sub Contractors have not participated in support of CO-14171-PMIC Provide Programme Management and Integration Capability (PMIC) and are eligible for Contract award.
- B. The NCI Agency shall not consider mitigation plans regarding this exclusion.
- C. This exclusion clause does not apply to parent companies of the Contractor and their wholly owned subsidiaries provided that the parent company or its subsidiaries provides proof to the satisfaction of the Purchaser that they operate as a separate legal entity in a completely distinguishable and different business domain. Proof as mentioned above may consist of:
- i. company's structure
 - ii. roles and responsibilities within structure
 - iii. business domain
 - iv. ownership and control
 - v. and any other proof that will fulfil the purpose of the exclusion clause.
- D. The Contractor shall insert the substance of of this clause in all subContracts for work performed under this Contract. It is the responsibility of the Contractor to ensure that their subContractor(s) are made aware of this exclusion clause prior to the subContractor(s) commencing performance under this Contract.
- E. The Contractor agrees that compliance with this exclusion clause is of the essence and that failure to abide to these terms shall constitute sufficient grounds for the Termination for Default of the Contract in accordance with Clause 39 of the NCI Agency Contract General Provisions.

Signature of authorised Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____



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IFB-CO-14314-IEG-C

BOOK I – ANNEX C
Bid Guarantee - Standby Letter of Credit

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-14314-IEG 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.



NATO Communications and Information Agency

PROVIDE INFORMATION EXCHANGE GATEWAY (IEG)
SOLUTIONS BETWEEN NATO SECRET AND NATO-LED
MISSION SECRET DOMAINS

IFB-CO-14314-IEG-C

BOOK I – ANNEX D

ANNEX D

BID REQUIREMENTS CROSS REFERENCE MATRIX (BRCM)

Please see separate Excel Workbook attached
“Bid Requirements Cross Reference Matrix (BRCM)”



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PROVIDE INFORMATION EXCHANGE GATEWAY (IEG)
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IFB-CO-14314-IEG-C

BOOK I – ANNEX E

CLARIFICATION REQUEST FORMS

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ANNEX E

CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

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

ANNEX E
CLARIFICATION REQUEST FORMINSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

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

ANNEX E
CLARIFICATION REQUEST FORMINSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

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