



Acquisition

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NCIA/ACQ/2022/07407

14 December 2022

To: Distribution List

Subject: **Amendment 1**

IFB- CO-115762-NHQ– Cross Domain Gateway 5

- References:
- A. AC/337-D(2016)0014 dated 16 March 2016
 - B. BC-D(2018)0004-FINAL dated 29 January 2018
 - C. BC-D(2019)0129-ADD2 (INV) dated 9 July 2019
 - D. C-M(2002)49
 - A. NCIA/ACQ/2022/07020 - Notification of Intent NOI-IFB-CO-115762-NHQ dated 15 July 2022
 - B. NCIA/ACQ/2022/07078 - Amendment 1 to NOI- IFB-CO-115762-NHQ dated 10 Aug 2022
 - C. NCIA/ACQ/2022/07367 - Invitation for Bids IFB-115762-NHQ dated 01 December 2022

Dear Sir/Madam,

1. The purpose of this Amendment 1 to IFB-CO-115762-NHQ is to extend the Bidding period until 09 January 2023.
2. The NCI Agency has received a formal request for extension of the bid closing date in accordance with paragraph 2.4 of the Book I – Bidding Instructions of the IFB.
3. In response to the above request the NCI Agency is hereby granting additional 7 (seven) calendar days counting from the initial Bid Closing Date as indicated in the IFB Bidding Instructions.
4. **Therefore, the Bid Closing Date and Time as indicated in the Bidding Instructions p.2.3.1 Bid Delivery and Bid Closing date to this IFB has been amended to read 14:00 Hours (Brussels Local Time) on Monday 09 January 2023.**



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Avenue du Bourget 140
1140 Brussels, Belgium
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5. As a result of above the following documents have been revised:
 - Book I – IFB-CO-115762-NHQ -Bidding Instructions
 - Paragraph 2.3.1
6. By virtue of this Amendment 1, above document replaces and supersedes previous version issued in the context of IFB-CO-115762-NHQ.
7. The reference for this IFB is IFB-CO-115762-NHQ. All correspondence related to this IFB shall reference this number.
8. The Contracting Officer responsible for this solicitation is Mrs. Lise Vieux-Rochat, all correspondence regarding this IFB should solely be addressed to

IFB-CO-115762-NHQ@ncia.nato.int
9. Except, provided herein, all other terms and conditions of the IFB documents remain unchanged.

FOR THE CHIEF OF ACQUISITION:

Lise Vieux-Rochat
Contracting Officer

Attachments:

- A. Book I–IFB–CO-115762-NHQ Amdt 1 -Bidding Instructions

Distribution List:

Bidders List

NATO Delegations (Attn: Infrastructure Adviser)

Embassies in Brussels (Attn: Commercial Attaché)

NCI Agency – All NATEXs

Internal Distribution



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

**IFB-CO-115762-NHQ
Amendment 1**

CROSS DOMAIN GATEWAY 5

GENERAL INDEX

BOOK I - THE BIDDING INSTRUCTIONS

Section I Introduction

Section II General Bidding Information

Section III Bid Preparation Instructions

Section IV Bid Evaluation

Annex A Bidding Sheets

Annex B Bidding Sheets - Instructions

Annex C Certificates

Annex D Cross Reference/Compliance Table

Annex E Clarification Requests forms

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III Contract General Provisions

Part IV Statement of Work



NATO Communications and Information Agency
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**IFB-CO-115762-NHQ
Amendment 1**

BOOK I

BIDDING INSTRUCTIONS

CONTENTS

1 SECTION I - INTRODUCTION 4

2 SECTION II - GENERAL BIDDING INFORMATION5

 2.1 DEFINITIONS 5

 2.2 ELIGIBILITY 5

 2.3 BID DELIVERY AND BID CLOSING 6

 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE 7

 2.5 PURCHASER POINT OF CONTACT 7

 2.6 REQUESTS FOR IFB CLARIFICATIONS 7

 2.7 REQUESTS FOR WAIVERS AND DEVIATIONS 8

 2.8 AMENDMENT OF THE INVITATION FOR BIDS 8

 2.9 MODIFICATION AND WITHDRAWAL OF BIDS 8

 2.10 BID VALIDITY 9

 2.11 CANCELLATION OF INVITATION FOR BIDS 9

 2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA 9

 2.13 SUPPLEMENTAL AGREEMENTS 10

 2.14 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS 10

3 SECTION III - BID PREPARATION INSTRUCTIONS 12

 3.1 GENERAL 12

 3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1) 13

 3.3 PREPARATION OF THE PRICE PROPOSAL (PART 2) 15

 3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3) 17

 3.5 PACKAGING AND MARKING OF BIDS 18

4 SECTION IV - BID EVALUATION 19

 4.1 GENERAL 19

 4.2 ADMINISTRATIVE CRITERIA 20

 4.3 PRICE CRITERIA 20

 4.4 PRICE REALISM 23

 4.4 TECHNICAL CRITERIA 24

5 ANNEX A – BIDDING SHEETS 27

6 ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF THE BIDDING SHEETS 28

7 ANNEX C – CERTIFICATES 31

8 ANNEX D – CROSS REFERENCE/COMPLIANCE TABLE 51

9 ANNEX E – CLARIFICATION REQUESTS FORMS 54

SECTION I - INTRODUCTION

- 1.1. The purpose of this Invitation For Bid (IFB) is to establish a contract for the provision of Cross Domain Gateway 5 for the NCI Agency.
- 1.2. The contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.3. This solicitation is a BOA + Competition and is issued in accordance with the NATO BOA procedures: AC-4-D(20019)0004(INV). Pursuant to these procedures, bid submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.5 of Section II of the Bidding Instructions. The overall security classification of this solicitation is “NATO UNCLASSIFIED”.
- 1.4. This IFB will not be subject of public opening.
- 1.5. Award of the Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.
- 1.6. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.7. The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Paragraph 2.6 of Section II of the Bidding Instructions entitled “Requests for IFB Clarifications”.
- 1.8. The target date for Contract Award is **February 2023**.

SECTION II - GENERAL BIDDING INFORMATION

2.1. DEFINITIONS

2.1.1. The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.1.2. The term "Bidder" as used herein refers to a firm which submits an offer in response to this solicitation.

2.1.3. The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bids.

2.1.4. The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.

2.1.5. The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):

2.1.6. ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TÜRKIYE, UNITED KINGDOM, UNITED STATES OF AMERICA.

2.1.7. The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).

2.1.8. The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2. ELIGIBILITY

2.2.1. All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.

2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.3. No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

2.2.4. All intellectual property rights shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3. BID DELIVERY AND BID CLOSING

2.3.1. All Bids shall be in the possession of the Purchaser at the address given below in Paragraph 2.3.2 **no later than 2:00 PM/14:00 hours (BRUSSELS TIME) on 09 January 2023** at which time and date bidding shall be closed.

2.3.2. Due to the COVID-19 restrictions imposed by some governments and organisations within the NATO alliance, Offerors are requested to submit their quotation electronically to the following email address:

Email: IFB-CO-115762-NHQ@ncia.nato.int

2.3.3. The Quotation shall consist of three (3) separate subject emails:

2.3.3.1. For the first e-mail the subject line shall read: "IFB-CO-115762-NHQ Official Bid for [company name] – **Part 1 - Administrative Envelope**". The e-mail content shall be as described in Paragraph 3.2.1(a) 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-115762-NHQ Official Bid for [company name] – **Part 2 - Price Quotation**". The e-mail content shall be as described in Paragraph 3.2.1(b) below, with **no password protection** to the file, and shall be not larger than 20MB total.

2.3.3.3. For the third e-mail the subject line shall read: "IFB-CO-115762-NHQ – Official Bid for [company name] – **Part 3 – Technical Proposal**". The e-mail content shall be as described in Paragraph 3.2.1(c) 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.

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

2.3.5. It is the responsibility of the Bidder to ensure that the Bid submission is duly

completed by the specified Bid Closing time and date. If a Bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

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

2.4. REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not anticipate, except in exceptional cases, accepting Bidder requests to extend the Bid Closing Date. In any event, all requests for extension of Bid Closing Date must be submitted in writing by e-mail. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted **only through their NATIONAL Representatives/ Delegations** at NATO and shall arrive **not later than 19 December 2022**. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5. PURCHASER POINT OF CONTACT

The Purchaser Point of Contact (POC) for all information concerning this IFB is:

Mrs Lise Vieux-Rochat
E-mail: IFB-CO-115762-NHQ@ncia.nato.int

2.6. REQUESTS FOR IFB CLARIFICATIONS

2.6.1. Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.

2.6.2. All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by E-mail. All questions and requests must reference the section(s) in the IFB subject for clarification. The questions and/or requests shall be forwarded to the POC specified in Paragraph 2.5 above and shall arrive **not later than 15 December 2022**. The Purchaser is under no obligation to answer questions submitted after this time.

2.6.3. Bidders are advised that questions and requests for clarifications must address the totality of the concerns of the Bidder for the IFB, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification. Any additional requests for clarification are limited only to the information provided as answers by the Purchaser. Such additional requests shall not arrive later than five (5) calendar days prior to the stated "Bid Closing Date".

2.6.4. All questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.

2.6.5. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendments to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

2.6.6. The Purchaser reserves the right to decline clarification requests that are clearly devised for the purpose of artificially extending 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 of, or deviations from the Schedules, the Contract Special Provisions, the Terms and Conditions in the NCI Agency's General Provisions, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.7.2. Requests for alterations to the other requirements, Terms and Conditions of the Invitation for Bids 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 Terms and Conditions of the Prospective 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 INVITATION FOR BIDS

2.8.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex B-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in 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" and such extension will be set forth in the amendment document.

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 Bid Closing Date and time. 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 and time will be considered as "Late Modifications" and 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 a 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 favorable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.9.3. A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

2.10. BID VALIDITY

2.10.1. Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified at 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 C-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

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

- (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 Certificate of Bid Validity extended accordingly; or
- (b) Refuse this extension of time and withdraw the bid 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 CANCELLATION OF INVITATION FOR BID

2.11.1 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.

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.12.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest

practicable date should any changes occur.

2.12.2 Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.

2.13 SUPPLEMENTAL AGREEMENTS AND EXPORT CONTROLLED INFORMATION

2.13.1 Bidders are required, in accordance with the certificate at Annex C-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national regulations to be executed by NATO/ NCI AGENCY as a condition of Contract performance.

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

2.13.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Prospective Contract, including but not limited to those addressing authority to install, use, modify, or provide to others to use or modify in accordance with the terms of the Contract any software, item, documentation and/or material regardless of the nature or content to be produced as a result of the performance under the prospective Contract.

2.13.4 Supplemental agreement submitted after Contract Award shall not be considered and may constitute grounds for termination of the Contract in accordance with Clause 39 of the Contract General Provisions.

2.13.5 In addition, performance of this Contract will require the successful Bidder and, if necessary its subcontractors, to take over from the incumbent all export controlled information, including but not limited to information governed by US (ITAR), French and Italian export control regulations, and take responsibility for further use in line with the requirements of the Contract.

2.14 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

2.14.1 Bidders are requested to note that, in accordance with the Certificate at Annex C-11 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.

2.14.2 Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.

2.14.3 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 C-11 in the Bid Administration Package.

2.14.4 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 III - BID PREPARATION INSTRUCTIONS

3.1. GENERAL

3.1.1 Bids shall be prepared and submitted in accordance with the instructions set forth herein. Compliance with all bid submission requirements is mandatory. Failure to comply with these instructions may result in the Bid being declared non-compliant.

3.1.2 Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective Contract. Also, in accordance with the prescription of this Section, Bidders shall clearly illustrate the technology/functionalities, processes and procedures being proposed and their level of maturity in relation to the requirements to be satisfied as expressed in the Statement Of Work (SOW). Bids which are not complete will be declared non-compliant.

3.1.3 Partial Bids and/or bids containing conditional statements will be declared non-compliant.

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

3.1.5 Bidders shall prepare their bid in 3 parts in the following quantities:

- | | |
|--------------------------------------|---|
| (a) Administrative Package (Part 1): | Electronic: Scanned PDF copies of the certificates with signatures of the prescribed certifications as detailed in §3.2. No Password Protection. |
| (b) Price Quotation (Part 2): | Electronic: The Price Quotation shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets as detailed in § 3.3. No Password Protection. |
| (c) Technical Proposal (Part 3): | Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section §3.4.2. No Password Protection. |

- 3.1.6 No information disclosing or contributing to disclose the bid price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.1.7 Documents submitted in accordance with section 3.1.5 above shall be classified no higher than “NATO UNCLASSIFIED” material.
- 3.1.8 Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.
- 3.1.9 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

3.2. PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)

3.2.1 The Bid Administrative Package shall include in accordance with section 3.1.5(a) one ZIP file submitted by email Comprised of the required documents.

3.2.2 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.

3.2.3 The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures - **set forth in Annex C** hereto, specifically:

- (a) C-1 Certificate of Legal Name of Bidder
- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Bid Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of IFB Amendments and responses to Clarification Requests (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of

Supplemental Agreements

- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and General Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001: 2015 Compliance. The Bidder shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.
- (l) C-12 List of Key Personnel.
- (m) C-13 Disclosure of Involvement of Former NCI Agency Employment
- (n) C-14 Bidder Background IPR
- (o) C-15 List of Subcontractor IPR

3.2.4 Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub- contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

3.2.5 Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

3.2.5.1 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.

3.2.5.2 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.

3.2.5.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3. PREPARATION OF THE PRICE PROPOSAL (PART 2)

3.3.1 Bidders shall prepare their Price Proposal in accordance with section 3.1.5 (b) by submitting one (1) ZIP file containing the completed electronic copy of the Bidding Sheets (Excel) provided with this IFB under Book I, Annex A and B. The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.

3.3.2 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with IFB, Book I, Annex A 1 with **all yellow cells filled in**. The Bidder shall furnish a firm fixed price proposal in order to be compliant. The Bidder shall propose an accurate and complete price proposal in completing the Bidding Sheets as defined in these Bidding Instructions.

3.3.3 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.

3.3.4 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

3.3.5 Bidders are responsible for the accuracy of their price proposal. Price proposals that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

3.3.6 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

3.3.6.1 The currency is of a "Participating Country" in the project,

3.3.6.2 The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency.

3.3.6 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.3.7 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub- contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Proposal all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are

reminded of the requirement to complete the certification to this effect in Annex C-5.

3.3.8 The Bidder's attention is directed to the fact that the price proposal shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.3.9 When completing the Bidding Sheets, a unit price and total fixed 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. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.3.10 Partial bid is not permitted.

3.3.11 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such option. Further, the NCI Agency reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.

3.3.12 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

3.3.13 Price proposals specifying exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

3.3.14 The Bidder shall identify for each CLIN all significant sub- contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.4.1 Bidders shall prepare their Technical Proposal in accordance with section 3.1.5 (c).

3.4.2 The Technical Proposal package shall include the following:

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

3.4.4 Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table at Annex D of Book I. The Bidder shall complete the Column marked "BID REFERENCE" of the Table, citing the appropriate section of the

Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.4.5 Section 1: Project Implementation Plan. The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 3 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.

3.4.5.1 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.

3.4.5.2 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.

3.4.5.3 The PIP shall include a Project Master Schedule (PMS) that shall contain milestones for the Project as stated in the SoW section 3. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them.

3.4.5.4 Project Personnel. The Bidder shall provide curriculum vitae for the personnel proposed for this project listed.

3.4.6 Section 2: System Design and Integration

3.4.6.1 The Bidder shall describe how the capabilities will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Bidder shall provide in its Bid a draft System Design Specification (SDS) that shall include the information as required in the SoW Section 2.

3.4.7 Section 3: Handover

3.4.7.1 The Bidder shall in this section demonstrate how it can meet the handover (documentation, training and SOPs) requirements as specified in the SoW SOW-43.

3.4.8 Section 4: Testing and Acceptance

3.4.8.1 The Bidder shall in this section demonstrate how it can meet the User Acceptance Testing (UAT) requirements as specified in the SoW SOW-45.

3.4.9 Manufacturers Datasheets

3.4.9.1 The Bidder shall provide, as part of the SDS, manufacturers datasheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW section 2.

3.5 PACKAGING AND MARKING OF BIDS

3.5.1 All copies of the Administrative Package, Price Quotation, and the Technical Proposal shall be segregated and **not password protected**. Three emails shall be sent in accordance with Section 2.3.2 and 2.3.3 of Book I.

SECTION IV - BID EVALUATION

4.1. GENERAL

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB. Failure to address any of the bidding requirements in this IFB or omission of the critical information may result in a determination of non-compliance for the entire Bid.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.

4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time nor restate the SoW.

4.1.5 The Bidder's prompt response to the Purchaser's IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.

4.1.6 The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB. The evaluation will be conducted in accordance with NATO Bidding Procedures as set forth in document AC-4-D(20019)0004(INV).

4.1.7 All bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price Evaluations.

4.1.8 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2- Price and Part 3- Technical.

4.1.9 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this IFB will be awarded to the bidder whose offer as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this IFB.

4.2 ADMINISTRATIVE CRITERIA

4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:

- a) The Bid was received by the Bid Closing Date and Time,
- b) The Bid was submitted and marked properly per Sections 2.3.2 and 2.3.3
- c) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto in Paragraph 3.2.3.

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

4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract or the Bidding Instructions, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

4.3.1 The Bidder's price proposal will be first assessed for compliance against the following standards:

4.3.1.1 The price proposal meets the requirements for preparation and submission of the price proposal set forth in the Bid Preparation Section 3 and the Instructions for preparation of the Bidding Sheets Annex B.

4.3.1.2 The Bidder has furnished Firm Fixed Prices for all CLINs. Not having provided a price for all CLINs as required per the Bidding sheets, i.e. to fill out all yellow fields, may render the bid non-compliant. Prices cannot be embedded/included in other prices.

4.3.1.3 All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.

4.3.1.4 Bid prices include all costs for items supplied, delivered, and supported.

4.3.1.5 All prices have been accurately entered into appropriate columns,

and accurately totalled. The totals per CLIN and the bid grand total are accurate.

4.3.1.6 The Bidder has provided accurate unit price (where required) and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.

4.3.1.7 The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.

4.3.1.8 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, Paragraph 3.3.6 are met.

4.3.1.9 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)).

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

4.3.1.11 The price proposal meets requirements for price realism as described below in Section 4.4.

4.3.1.12 Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

4.3.2 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.

4.3.3 Basis of Price Comparison to determine lowest compliant bid:

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

4.3.3.2 The price comparison will be based on the offered Grand Total Firm Fixed Price which includes all CLINs in the Bidding Sheets, including evaluated options (if any).

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

A. PDF copy of the completed Bidding Sheets:

1. Bidding Sheets total to be evaluated Bid Price as indicated by the Bidder;
2. Total of the Bid calculated from the indicated Total Price indicated per CLINs

B. Microsoft Excel copy of the completed Bidding Sheets:

1. Bidding Sheets Total to be Evaluated Bid Price as indicated by the Bidder
2. Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s)

4.4 PRICE REALISM

4.4.1 The Purchaser will perform an analysis to determine whether the offered pricing is a realistic reflection of the objective cost of performance, and/or reflects the necessary level of technical understanding, and/or poses a risk of poor performance resulting in a disqualification of the proposal.

4.4.2.1 Indicators of an unrealistically low proposal may be the following, amongst others:

Labour costs that indicate average labour rates far below those prevailing locality for the types of labour proposed.

Direct material costs that are considered economically unrecoverable based on prevailing market prices for such material.

Numerous items for supplies and services that are provided at no cost or at nominal prices.

- a. Undocumented, unsubstantiated, or un-priced claims by bidder that bidder can meet quantitative technical requirements.

4.4.2.2 In the event the Purchaser has reason to believe that a bidder has artificially debased its prices in order to secure Contract Award, the Purchaser will request the bidder to provide explanation. If a bidder fails to submit a compelling response, the Purchaser will determine the proposal submitted as non-compliant. If the bidder presents a convincing rationale pursuant to paragraphs above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis

4.5 TECHNICAL CRITERIA

4.5.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.

4.5.2 Technical Proposal

4.5.2.1 The Bidder shall have provided a Technical Proposal which includes all of information required in Section 3.4.

4.5.3 Table of Contents

4.5.3.1 The Bidder shall have provided a Table of Contents as required by paragraph 3.4.3.

4.5.4 Technical Proposal Cross Reference Matrix Table

4.5.4.1 The Bidder has included a completed Technical Proposal Cross Reference Matrix Table.

4.5.5 Section 1: Project Implementation Plan (SOW Section 3)

- 4.5.5.1 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.
- 4.5.5.2 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.
- 4.5.5.3 The PIP shall include a Project Master Schedule (PMS) that shall contain milestones for the Project as stated in the SoW section 3. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them.
- 4.5.5.4 Project Personnel. The Bidder shall provide curriculum vitae for the personnel proposed for this project listed.

4.5.6 Section 2: System Design and Integration (SOW Section 2)

- 4.5.6.1 The Bidder shall describe how the capabilities will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Bidder shall provide in its Bid a draft System Design Specification (SDS) that shall include the information as required in the SoW Section 2.

4.5.7 Section 3: Handover

- 4.5.7.1 The Bidder shall in this section demonstrate how it can meet the handover (documentation, training and SOPs) requirements as specified in the SoW SOW-43.

4.5.8 Section 4: Testing and Acceptance

- 4.5.8.1 The Bidder shall in this section demonstrate how it can meet the User Acceptance Testing (UAT) requirements as specified in the SoW SOW-45.

4.5.9 Manufacturer's Datasheets

- 4.5.9.1 The Bidder shall provide, as part of the SDS, manufacturers datasheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW section 2.

ANNEX A – BIDDING SHEETS

Provided under separate MS Excel File:

“IFB-CO-115762-NHQ_Bidding-sheets.xls”

(Note: SSS Spreadsheet is to be used)

ANNEX B - 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 maybe added or tabs may be duplicated if multiple currencies are bid, including extra provisions for all totals. All currencies must be clearly indicated in the appropriate cells and the firm fixed price grand totals shall refer to each currency used.

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.

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 formulas are designed to ease evaluation of the bidders proposal and 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 include detailed instructions and are organised according to the following structure:

3.1 Instructions

3.2 Offer Summary

3.3 CLIN Summary

3.6 Detailed sheets (Labour, Material, Travel, ODC, rates)

4. COMPLETING "Offer Summary" Sheet

The “Offer Summary” sheet is intended to summarize all CLINs. All prices included in the “Offer Summary” sheet shall be linked to the “CLIN Summary” sheet. For multiple currencies, additional columns may be inserted, or the sheet may be replicated for each currency.

5. COMPLETING “CLIN Summary” Sheet

The “CLIN Summary” sheet corresponds to the Schedule of Supplies and Services of the Prospective Contract. Bidders shall fill in the “CLIN summary” sheet based on the information provided in the detailed sheets (Labour, Material, Travel, ODC, rates). 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. The Offer Summary total must be the same as the CLIN Summary total.

6

6.1. MATERIAL

The detailed material tab is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

The total sum of the "Fully burdened cost" column should equal the grand total Material cost to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with material. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

A) in the base unit costs;

or

B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

6.2. LABOUR

The detailed labour table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

The total sum of the "Fully burdened cost" column should equal the grand total labour cost to include profit as well as all indirect rates (G&A/Overhead/etc.) associated with labour. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

A) in the base unit costs;

or

B) shown separately by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

6.3 TRAVEL

The detailed Travel table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed.

The sum of the "Total cost" column on this tab should equal the grand total Travel cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with travel. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

A) in the base unit costs;

or

B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

6.4 OTHER DIRECT COSTS (ODC)

The detailed ODC table is to be completed by Bidder with all columns populated and shall be expanded to include as many rows as necessary to provide the detail requested. Any unnecessary rows should be deleted (no blank entries). Bidder is required to identify for each item the CLIN it is associated with. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns, or omit information from columns, but may add columns if necessary although it's not anticipated this will be needed

The sum of the "Total cost" column on this tab should equal the grand total ODC cost to include any profit as well as all indirect rates (G&A/Overhead/etc.) associated with ODCs. These indirect cost rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be broken out separately in the calculations at the bidding stage. However, Bidder is required to include the associated indirect costs in the totals of the detailed tab either:

A) in the base unit costs;

Or

B) shown separately by expanding the table columns to show the additional costs due to these indirect rates as separate columns. Option B is not required at the bidding stage but this detail will be requested from the winning bidder during pre-contract award discussions.

ANNEX C – CERTIFICATES

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ANNEX C-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: _____

FAX NO.: _____

POINT OF CONTACT (POC) REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX C-2
CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

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

(ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

ANNEX C-3

CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Invitation For Bid.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6

**ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS AND
 RESPONSES TO CLARIFICATION REQUESTS**

I confirm that the following Amendments to Invitation For Bid No IFB-CO-115762-NHQ have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date of Issue by the Purchaser	Date of Receipt by the Bidder

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX C-7

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

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by national regulations, of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see..... (*complete, if any*).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB.
6. We accept that should the resultant supplemental agreements issued in final form by national regulations result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-9

**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS
AND GENERAL PROVISIONS**

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I hereby certify that..... (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified.

A copy of the quality certification is **attached herewith**.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12

LIST OF KEY PERSONNEL

Personal Data Protection

Although NATO, as an international organization, is not subject to GDPR and national data protection law, it is committed to protecting the personal data that it processes. All processing of personal data will be done in accordance with applicable NATO policies and regulations.

Name	Position

ANNEX C-13

Disclosure of Involvement of Former NCI Agency Employment

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017

Article 14 PROCUREMENT AND CONTRACTORS

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

15 INDUSTRY INITIATIVES

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

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires
- (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or
 - (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or
 - (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement

information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 16.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

ANNEX C-14

BIDDER BACKGROUND IPR

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

ITEM	DESCRIPTION

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

The Background IPR stated above complies with the terms specified in Article 26 of Prospective Contract Special Provisions.

ANNEX C-15

LIST OF SUBCONTRACTOR IPR

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

ITEM	DESCRIPTION

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

The Subcontractor IPR stated above complies with the terms specified in Article 26 of Prospective Contract Special Provisions.

ANNEX D – Cross Reference/Compliance Table

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (if applicable), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in Paragraph 3.5, and will be evaluated according to the instructions in Section 4.5.

Bidding Instructions Requirement Ref.	SoW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.3 Table of Contents	-	Bidders shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.	<i>Bidder to complete</i>
3.4.4 Cross-Reference/Compliance Table	-	The Bidder shall include the completed Technical Proposal Cross-Reference Table at Annex D of Book I. The Bidder shall complete the Column marked “BID REFERENCE” of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	<i>Bidder to complete</i>
3.4.5 Project Implementation Plan	SoW Section 3	The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 3 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.	<i>Bidder to complete</i>
3.4.6 System Design and Integration	SoW Section 2	The Bidder shall describe how the capabilities will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Bidder shall provide in its Bid a draft System Design Specification (SDS) that shall include the information as required in the SoW Section 2.	<i>Bidder to complete</i>

3.4.7 Handover	SoW SOW-43	The Bidder shall in this section demonstrate how it can meet the handover (documentation, training and SOPs) requirements as specified in the SoW SOW-43.	<i>Bidder to complete</i>
3.4.8 Testing and Acceptance	SoW SOW-45	The Bidder shall in this section demonstrate how it can meet the User Acceptance Testing (UAT) requirements as specified in the SoW SOW-45.	<i>Bidder to complete</i>
3.4.9 Manufacturers Datasheets	SoW Section 2	The Bidder shall provide, as part of the SDS, manufacturers datasheet for each item of COTS equipment it proposes to provide in satisfaction of the technical requirements stated in the SOW section 2.	<i>Bidder to complete</i>

ANNEX E – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
A.1				
A.2				
A.3				

* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
P.1				
P.2				
P.3				

* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?