



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

Acquisition Directorate
IFBCO115657NBIC@ncia.nato.int

NCIA/ACQ/2023/06460
03 January 2023

To: Bidders List and Distribution List

Subject: Invitation For Bid (IFB)-CO-115657-NBIC Amendment 1

Provision of NATO Biometrics Identity Intelligence Capability for KFOR

- References:**
- A. [AC/4-D/2261\(1996 Edition\)](#), Procedures for International Competitive Bidding
 - B. AC/4-D(2019)0004 (INV) dated 4 July 2019; Procedure Governing the Use of Basic Ordering Agreements (BOAs) Concluded by the NCI Agency - 2019 Version
 - C. C-M(2002)49 – NATO Security Policy
 - D. NCI Agency NOI NCIA/ACQ/2022/06553, dated 15 March 2022
 - E. NCI Agency IFB NCIA/ACQ/2022/ 07165, dated 16 December 2022

Dear Prospective Bidders,

1. The purpose of this Amendment 1 is to:
 - a) Revise the IFB Bid Closing Date,
 - b) Issue revised IFB documents (Book I - Bidding Instructions).
2. In accordance with the Procedures for International Competitive Bidding AC/4-D/2261 (1996 Edition), paragraph 10 (b), sub-paragraph (iv), request submitted to the NCI Agency for additional time of four (4) weeks is hereby granted.
3. Book I, Bidding Instructions, Section 2.4.1, is hereby revised as follows:

FROM:

*The closing time for the electronic submission of bids in response to this IFB is Friday, **13 January 2023**, 17:00 Hours (Central European Time (CET)).*

TO:

*The closing time for the electronic submission of bids in response to this IFB is Friday, **10 February 2023**, 17:00 Hours (Central European Time (CET)).*

4. No further extensions to the Bid Closing Date are anticipated.
5. With the exception of the revision made in the Bidding Instructions, all other IFB documents remain unchanged from their original version as issued on 13 December 2022.



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

www.ncia.nato.int

6. The NCI Agency point of contact for all information concerning this IFB is Mrs. Emira Kapetanovic, Principal Contracting Assistant, who may be reached at IFBCO115657NBIIIC@ncia.nato.int.

For the Chief of Acquisition:

Emira Kapetanovic
Principal Contracting Assistant

Attachment(s):

- A) IFB-CO-115657-NBIIIC Bidding Instructions Amendment 1

Distribution List for IFB-CO-115657-NBIIIC Amendment 1

NATO Delegations (Attn: Investment Adviser):

ALBANIA
BELGIUM
BULGARIA
CANADA
CROATIA
CZECH REPUBLIC
DENMARK
ESTONIA
FRANCE
GERMANY
GREECE
HUNGARY
ICELAND
ITALY
LATVIA
LITHUANIA
LUXEMBOURG
MONTENEGRO
THE NETHERLANDS
NORWAY
NORTH MACEDONIA
POLAND
PORTUGAL
ROMANIA
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SLOVENIA
SPAIN
TÜRKIYE
UNITED KINGDOM
UNITED STATES
BELGIUM MINISTRY OF ECONOMIC AFFAIRS

Embassy (Commercial Attaché)

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DENMARK
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ICELAND
ITALY
LATVIA

LITHUANIA
LUXEMBOURG
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NETHERLANDS
NORWAY
POLAND
PORTUGAL
ROMANIA
SLOVAKIA
SLOVENIA
SPAIN
TÜRKIYE
UNITED KINGDOM
UNITED STATES

NATO HQ

NATO Office of Resources
Management and Implementation Branch – Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff
Attn: Executive Co-ordinator

SACTREPEUR

Attn: Infrastructure Assistant

NCI Agency – Internal Distribution

NCI Agency – All NATEXs



IFB-CO-115657-NBIIC

Provide NATO Biometrics Identity Intelligence Capability for KFOR

PROJECT SERIAL No.: 2021/1ISO3055

GENERAL INDEX

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Signature Sheet

- Part I Schedule of Supplies and Services (SSS)
- Part II Contract Special Provisions
- Part III Contract General Provisions
- Part IV Statement of Work (SOW) and SOW Annex A, System Requirement Specifications



IFB-CO-115657-NBIIC
BOOK I
BIDDING INSTRUCTIONS
Amendment 1

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SECTION 1 INTRODUCTION

1.1. Purpose

- 1.1.1. The purpose of this Invitation for Bid (IFB) is to establish a Contract for the provision of NATO Biometrics Identity Intelligence Capability for KFOR.
- 1.1.2. This project replaces the loaned biometric equipment with NATO owned equipment to ensure the continuity of KFOR Biometrics capacity is to identify potential Force Protection and Counter Intelligence threats to KFOR.
- 1.1.3. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW Annex A.
- 1.1.4. As set forth in the Statement of Work, the prospective Contract includes both firm requirements that are active upon contract award and priced options that may be exercised by the Purchaser as needed.
- 1.1.5. The Period of Performance (PoP) for the prospective contract from the Effective Date of Contract (EDC), and not including any option years, is as follows:
 - 1.1.5.1. EDC + 8 weeks + 1 year warranty.

1.2. Scope

- 1.2.1. The scope of work is to procure, deploy and install the fix and portable biometric equipment for KFOR J2X Vetting Team. The scope of work also includes to provide training to the KFOR J2X Vetting Team on the use of the procured equipment.

1.3. Overview of the Prospective Contract

- 1.3.1. The Contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the prospective contract Schedule of Supplies and Services (Book II Part I).
- 1.3.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

- 1.3.3. The Contract resulting from this IFB shall be awarded on a Firm-Fixed-Price basis.
- 1.3.4. The target date for Contract Award is Q1 2023.

1.4. Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1. This IFB to is conducted under Basic Ordering Agreement Plus (BOA+) procedures outlined within the “Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version, Ref: AC/4-D(2019)0004 (INV)”.
- 1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations in accordance with Paragraph 2.2.1.8 of Section II of the Bidding Instructions.
- 1.4.3. This Invitation for Bid (IFB) will not be the subject of a public Bid opening.
- 1.4.4. Award of the resulting Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.
- 1.4.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.4.6. The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Section 2.7 of the Bidding Instructions entitled “Requests for IFB Clarifications”.

1.5. Security

- 1.5.1. The security classification of this IFB is “NATO UNCLASSIFIED” when separated from Book II, Part IV, SOW – Annex A SRS (NR) – otherwise the classification is “NATO RESTRICTED”.
- 1.5.2. Contractor personnel that will work at NATO sites are required to hold a security clearance of “NATO SECRET” (NS) for the performance of the Contract.
- 1.5.3. The Contractor will be required to handle and store classified material to the level of “NATO RESTRICTED”.
- 1.5.4. The Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security

agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.

- 1.5.5. Contractor personnel working at NATO or National sites without such a clearance confirmed by the appropriate national security authority and transmitted to the cognisant NATO or National security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.5.6. Bidders are advised that Contract signature will not be delayed in order to allow the processing of NS security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.
- 1.5.7. Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of Contract Award.

1.6. Documentation

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

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Notice to Bidders of Contract distribution and disclosure of information.

2.1.1. The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

2.1.2. The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies - See Book II, Special Provisions Article entitled, "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees"; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

2.2. Definitions

2.2.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:

2.2.1.1. "Bid" or "Quotation": a binding offer to perform the work specified in the Prospective Contract (Book II).

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

2.2.1.3. The term "Basic Ordering Agreement" (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.

- 2.2.1.4. "The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFB.
- 2.2.1.5. 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.
- 2.2.1.6. "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.
- 2.2.1.7. "IFB": Invitation for Bid.
- 2.2.1.8. "Participating Country": any of the NATO nations, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, REPUBLIC OF TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.2.1.9. The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).
- 2.2.1.10. "Quotation" or "Bid": a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.3. Eligibility and Origin of Equipment and Services

- 2.3.1. This IFB is being conducted under BOA plus + procedures, therefore, firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this IFB along with those firms nominated through their Delegations via a Declaration of Eligibility.
- 2.3.2. As stated in Paragraph 1.4.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.
- 2.3.3. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.3.4. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.3.5. No materials or items of equipment down to and including identifiable Sub-assemblies shall be manufactured or assembled by a firm other than from

and within a Participating Country.

- 2.3.6. Unless otherwise authorised by the terms of the Prospective Contract, the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.4. Bid Delivery and Bid Closing

- 2.4.1. The closing time for the electronic submission of bids in response to this IFB is **Friday, 10 February 2023, 17:00 Hours** (Central European Time (CET)).
- 2.4.2. The complete Bid shall be e-mailed to the following address ONLY:
IFBCO115657NBIIC.BIDS@ncia.nato.int
- 2.4.2.1. The files should be submitted as either MS Excel or PDF as listed in Paragraph 3.3.2 of the Bidding Instructions.
- 2.4.2.2. The files should be attached directly to the email(s). Do not send any .ZIP files.
- 2.4.3. The complete Bid shall consist of three (3) separate subject e-mails to above address, as follows:
- 2.4.3.1. For the first e-mail the subject line shall read: "IFB-CO-115657-NBIIC – Official Bid for [company name] – Part 1 – Bid Admin". The e-mail content shall be as described in Paragraph 3.4.2 of the Bidding Instructions.
- 2.4.3.2. For the second e-mail the subject line shall read: "IFB-CO-115657-NBIIC – Official Bid for [company name] – Part 2 - Price Quotation". The e-mail content shall be as described in Paragraph 3.4.2 of the Bidding Instructions.
- 2.4.3.3. For the third e-mail the subject line shall read: "IFB-CO-115657-NBIIC – Official Bid for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.4.2 of the Bidding Instructions.
- 2.4.4. Late Bids
- 2.4.4.1. Bids received at the NCI A e-mail address after the date and time indicated in paragraph 2.4.1 may not be eligible for award.

- 2.4.4.1.1. Bids submitted electronically may be considered late unless the Bidder completes the entire transmission of the bid before the closing date and time for receipt of bids under this solicitation.

2.4.5. Consideration of Late Bid

- 2.4.5.1. The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified Bid Closing time. A late Bid will only be considered for award under the following circumstances:

- 2.4.5.1.1. A contract has not already been awarded pursuant to the IFB, and;
- 2.4.5.1.2. The Bid was sent to the correct email specified in paragraph 2.4.2 above, and;
- 2.4.5.1.3. The delay was due solely to the fault of the Purchaser.

2.4.6. Receipt of an Unreadable Electronic Bid

- 2.4.6.1. If a bid received at the NCIA's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

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

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

- 2.4.6.3. If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic Bid, the Bidder may be determined to have submitted a non-compliant Bid.

2.5. Requests for Extension of Bid Closing Date

- 2.5.1. The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, requests for extensions of the Bid Closing Date must be submitted to the Purchaser

only by the respective NATO Delegation of a nation where the bidder is located, or by that country's Embassy.

- 2.5.2. Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in Section 2.6.2.2 below no later than seven (7) calendar days prior to the stated “Bid Closing Date”.
- 2.5.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.
- 2.5.4. Extension(s) of the Bid Closing Date will be notified through issuance of formal Amendments to the IFB.

2.6. Purchaser’s Point of Contact

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

NATO Communications and Information Agency
Acquisition Directorate
Attention: Emira Kapetanovic – Principal Contracting Assistant

- 2.6.2. Emails:

2.6.2.1 Bid Delivery: IFBCO115657NBIIC.BIDS@ncia.nato.int

2.6.2.2 Questions/Clarifications: IFBCO115657NBIIC@ncia.nato.int

2.7. Request for IFB Clarifications

- 2.7.1. Bidders, at the earliest stage possible during the course of the bidding period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.7.2. All questions and requests for clarification shall be forwarded to the Purchaser using the Clarification Request (CR) Form provided at Annex C of this Book I – Bidding Instructions.
- 2.7.3. Bidders are required to keep the classification of their request NATO Unclassified.
- 2.7.4. All questions and requests must reference the section(s) in the IFB subject for clarifications. Such requests shall be emailed to the point of contact

specified in Paragraph 2.6.1 above and shall be forwarded to the email address specified in Paragraph 2.6.2.2 above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time.

- 2.7.5. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification as noted in Paragraph 2.7.6 below.
- 2.7.6. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive not later than seven (7) calendar days before the established Bid Closing Date.
- 2.7.7. 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).
- 2.7.8. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.7.9. 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 Paragraphs 2.7.7-2.7.8 above.
- 2.7.10. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.7.11. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with Section 2.9.

2.7.12. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB, and may lead to a formal amendment to the IFB. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the IFB Amendments to the language of the IFB included in the answers, and/or the formal IFB amendment, shall be incorporated by the Bidder in its offer.

2.7.13. It is crucial that Bidders request clarification of any perceived assumptions, dependencies, exclusions (or equivalent) during the IFB clarification phase. Any assumptions, dependencies, exclusions (or equivalent) which are included in a Bid 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. Requests for Waivers and Deviations

2.8.1. Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process set forth in Section 2.7.

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

2.9. Amendment of the Invitation for Bid

2.9.1. The Purchaser may 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 Date. Any and all modifications will be transmitted to all prospective Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt, certificate at Annex B-2, which the Bidder shall complete and enclose as part of his submission. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

2.9.2. This process may be part of the clarification procedures set forth in Section 2.7 above or may be an independent action on the part of the

Purchaser.

2.9.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

2.9.4. In no case, however, will the closing date for receipt of Bids be less than seven (7) days from the date of issuance of any amendment to the IFB.

2.10. Cancellation of Invitation for Bid

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

2.11. Modification and Withdrawal of Bids

2.11.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for bid closing. Such modifications shall be considered as an integral part of the submitted Bid.

2.11.2. Modifications to bids which arrive after the bid closing date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in Paragraph 2.4.4 concerning "Late Bids". Except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

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

2.11.4. An Bidder may withdraw his 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.

2.12. Bid Validity

2.12.1. Bidders shall be bound by the term of their bids for a period of six (6) months starting from the bid closing date specified in Paragraph 2.4.1.

2.12.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

2.12.3. 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 quotations which remain under consideration for award.

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

2.12.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or

2.12.4.2. refuse this extension of time and withdraw the quotation without penalty.

2.12.5. Bidders shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

2.13. Supplemental Agreements

2.13.1. Bidders are required, in accordance with the certificate Annex B-10 at of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI AGENCY as a condition of Contract performance.

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

- 2.13.3. 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 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.
- 2.13.4. Concerning Certificate B-10, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 2.13.4.1. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
 - 2.13.4.2. 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.
 - 2.13.4.3. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 2.14. Electronic Transmission of Information and Data**
- 2.14.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.14.2. Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.14.3. 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.

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

END OF SECTION 2

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2. Bidders shall prepare a complete Bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services and Statement of Work (SoW) in a timely manner.
- 3.1.3. The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4. Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the evaluation.
- 3.1.5. Award of the requirements will be by one single Contract and this Contract shall not be subdivided for partial bid purposes. The Purchaser shall place one contract to cover the entire scope of the project.
- 3.1.6. Partial Bids and 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 this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word). The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.2. Language of Bid

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

3.3. Bid Package Content

- 3.3.1. Detailed requirements for the structure and content of each of these parts are contained in these Bidding Instructions.
- 3.3.2. The complete electronic Bid submission shall consist of three (3) distinct and separated parts, delivered by email, as shown in the following table.

Part	Format and Quantity Details
I: Bid Administration Package	<ul style="list-style-type: none"> ✓ One (1) PDF file that includes: <ul style="list-style-type: none"> ○ The completed, signed certificates found in Annex B, provided as a single PDF file. ○ no password protection ○ The e-mail content shall not be more than 20MB <p>All of the required contents are outlined in Section 3.5</p>
II: Price Quotation	<ul style="list-style-type: none"> ✓ The P Price Quotation shall contain two (2) files in total: <ul style="list-style-type: none"> ○ one (1) electronic copy in Microsoft Excel file (readable and searchable) of the completed Bidding Sheets provided in Annex A and ○ one (1) PDF file: The Offer Summary sheet of the Bidding Sheets ○ no password protection to the file ○ The e-mail content shall not be more than 20MB <p>All of the required contents are outlined in Section 3.6</p>
III: Technical Proposal Package	<ul style="list-style-type: none"> ✓ The technical Proposal Package shall include two (2) files in total: <ul style="list-style-type: none"> ○ One (1) pdf file, which contains: <ul style="list-style-type: none"> ▪ Table of Contents, Executive Summary ▪ Part 1: The Technical Approach Proposal ▪ Part 2: The Management Proposal ▪ Part 3: The Supportability Proposal ○ One(1) .xls spreadsheet as Reliability and Maintainability (R&M) Report ○ no password protection

	<ul style="list-style-type: none">○ The e-mail content shall not be more than 20MB <p>All of the required contents are outlined in Section 3.7</p>
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- 3.3.3. No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.3.4. The Purchaser does NOT accept hard copies of bids, CDs, thumb drives, or zip files for submissions in Paragraph 3.3.2.
- 3.3.5. Documents submitted in accordance with Paragraph 3.3.2 shall be classified no higher than “NATO RESTRICTED” material.
- 3.3.6. NATO RESTRICTED DOCUMENTS
- 3.3.6.1. If any documents in Part III of the proposal will be marked as NATO RESTRICTED, these documents shall not be submitted by email.
- 3.3.6.2. Packaging of NR documents
- 3.3.6.2.1 Information classified NR shall, as a minimum, be transmitted in a single opaque envelope or wrapping. The markings on the on the outer envelope shall not reveal that it contains information classified NR. Inner envelope shall display the NATO classification and the name as in Section 3.4.2.
- 3.3.6.3. National/International Transmission of NR documents
- 3.3.6.3.1 The carriage of NR material shall as a minimum be in a single opaque envelope or packing (no marking shall be visible on the outer envelope) and may be:
- (a) moved by postal or commercial services, DHL or UPS;
 - (b) carried by Contractor’s personnel; or
 - (c) transported as freight by commercial services.
- 3.3.6.4. Delivery Address
- 3.3.6.4.1 In the event any NATO RESTRICTED document will be included with the technical proposal, the delivery address is:

NATO Industrial Infrastructure
Reception Service1
Rue Arthur Maes
1130 Brussels, Belgium

Attention: Emira Kapetanovic, NCI Agency

3.3.6.4.2 Bidder shall submit documentation to the address in Paragraph 3.3.6.4.1, allowing sufficient time to ensure that it is received by the bid closing date and time.

3.4. Package Marking

- 3.4.1. The Bid shall be sent via three separate e-mails to the Bid Delivery email address specified in Paragraph 2.6.2.1.
- 3.4.2. The individual emails shall have the following subject line:
- IFB-CO-115657-NBIC Official Bid for *Company Name*, Part I –Admin
 - IFB-CO-115657-NBIC Official Bid for *Company Name*, Part II –Price Quotation
 - IFB-CO-115657-NBIC Official Bid for *Company Name*, Part III – Technical Proposal (see also Paragraph 3.3.6.2)
- 3.4.3. “*Company Name*” – In the subject line of the email, and in the names of the individual PDF, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company’s name is “Generic Computer and Technology Research”, the email and file name could be:
- - IFB-CO-115657-NBIC Official Quotation for Generic, Part I – Bid Admin
- or
- IFB-CO-115657-NBIC Official Quotation for GCTR, Part I – Bid Admin
- 3.4.4. Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: 123456-ABC - *Company Name*- Part III-Technical Part 1 of 4; 123456-ABC - *Company Name*- Part III-Technical Part 2 of 4 and so forth.

3.5. Preparation of the Bid Administration Package (Part I)

- 3.5.1. This part is comprised of one (1) file containing all the documents specified in Paragraph 3.3.2.
- 3.5.2. No information disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.5.3. The Bid Administration Package shall include Certificates set forth at Annex B to these Bidding Instructions, signed in the original or

electronically by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

- 3.5.3.1. Annex B-1 (Certificate of Legal Name of Bidder);
- 3.5.3.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments - (if applicable));
- 3.5.3.3. Annex B-3 (Certificate of Independent Determination);
- 3.5.3.4. Annex B-4 (Certificate of Bid Validity);
- 3.5.3.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges);
- 3.5.3.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions);
- 3.5.3.7. Annex B-7 (Bidder Background IPR);
- 3.5.3.8. Annex B-8 (List of Subcontractor IPR);
- 3.5.3.9. Annex B-9 (Certificate of Understanding);
- 3.5.3.10. Annex B-10 [(Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable];
- 3.5.3.11. Annex B-11 (Disclosure of Involvement of Former NCI Agency Employment).
- 3.5.3.12. Annex B.12 (List of Prospective Subcontractors)
- 3.5.3.13. Annex B.13 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.5.3.14. Annex B-14. Certificate of Security Clearance
- 3.5.3.15. Annex B.15: Code of Conduct: Post Employment Measures. Please note this annex is for information only and does not need to be signed or submitted.

3.6. Preparation of the Price Quotation (Part II)

- 3.6.1. This part is comprised of:

- 3.6.1.1. One (1) completed MS Excel (native) file of the Bidding Sheet document. This MS Excel file shall be duly filled, can be manipulated (i.e. not an image), and be the full and complete Price Quotation.
 - 3.6.1.2. One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.
 - 3.6.1.3. The Bidding Sheets submitted by email must contain the completed Excel file provided with this IFB as “02_IFB-CO-115657-NBIC Book I-Bidding Sheets”.
 - 3.6.1.4. The Schedule of Supplies and Services will be completed by the Purchaser prior to Contract award and does not need to be completed as part of the Bid.
- 3.6.2. General Rules
- 3.6.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred to in Paragraph 3.6.1.1 above, in accordance with the instructions specified in the Bidding Sheets tab “Instructions”.
 - 3.6.2.2. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW.
 - 3.6.2.3. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.
 - 3.6.2.4. Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
 - 3.6.2.5. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser’s favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

- 3.6.2.6. 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.
- 3.6.2.7. Bidders shall prepare their Price Quotation by submitting one (1) electronic copy in Microsoft Excel (readable and searchable) of the Bidding Sheets and one (1) PDF copy of the Offer Summary sheet of Bidding Sheets in the format enclosed herein (BOOK I Annex A). The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.
- 3.6.2.8. Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in Paragraph 3.6.1.1 above, in accordance with the instructions specified in the Bidding Sheets.
- 3.6.2.9. Further details on how to show the training cost. The Bidder shall provide the full training price under the CLIN 5.1 of tab "CLIN Summary". The Bidder shall also provide the breakdown of the training price in the related tab, for example, the number of person-days in tab "Labour".
- 3.6.2.10. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 3.6.2.11. 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:
- 3.6.2.11.1. The currency is of a "participating country" in the project, and
- 3.6.2.11.2. 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.
- 3.6.2.12. 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.
- 3.6.2.13. 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.
- 3.6.2.14. The Bidder's attention is directed to the fact that the Price Part shall contain no document and/or information other than the priced copies of

the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.

- 3.6.2.15. When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. 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. 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.
- 3.6.2.16. The Bidder shall furnish firm fixed price quotations, for all proposed items (CLINs 1 through 11) including optional CLIN provided for in this IFB with any and all appropriate additions. Partial quotations shall be rejected.
- 3.6.2.17. 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 NCI Agency 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.
- 3.6.2.18. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS ® 2010.

3.7. Preparation of the Technical Proposal (Part III)

- 3.7.1. The Bidder shall submit their Technical Proposal as one (1) email. This email shall contain two (2) files which addresses each criterion as described in Paragraph 3.3.2 III: Technical Proposal and in accordance with the requirements of Section .3.7.3.
- 3.7.2. The email shall be entitled: IFB-CO-115657-NBIC Official Bid for Company Name, Part III – Technical Proposal where the Technical Proposal shall be contained.

3.7.3. The Technical Proposal package shall include the following:

3.7.3.1. **Table of Contents:** which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of the Technical Proposal. This is not included as part of the page limit count.

3.7.3.2. **Executive summary:** Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary. An Executive Summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed 1 page.

3.7.3.3. **Part 1: Technical Approach Proposal**

3.7.3.3.1. The Bidder shall include the completed Technical Proposal Cross-Reference Table from 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.

3.7.3.3.2. It shall include a functional network diagram of all major hardware and software types. It shall indicate the type of hardware included and the quantities thereof.

3.7.3.3.3. It shall demonstrate how the capability will meet the availability requirements in the SOW Annex A (System Requirements Specification – SRS).

3.7.3.3.4. It shall state the name and manufacturer of all proposed COTS software components. It shall explain how each proposed equipment component meets the COTS requirements within the SOW (including Annex A - SRS).

3.7.3.4. **Part 2: The Management Proposal**

3.7.3.4.1. The Bidder shall submit a Project Management Plan (PMP) that shall describe how the Contractor will implement the totality of the project, including details of the project control that will be applied.

3.7.3.4.2. With regard to major sub-contracts, the Bidder shall identify those items which are sub-contracted (deliverables, with exact reference to the Schedule of Supplies and Services) which are considered to be on the "Critical Path" to meeting the delivery schedule of the Contract. The Bidder shall provide a description of possible

alternative sources of supply should the selected sub-contractor fail to deliver the required items within the time schedule.

- 3.7.3.4.3. Corporate experience: The Bidder shall detail relevant and successful corporate experience in at least one (1) recent contract within the last five (5) years for which the Bidder designed and delivered similar systems, with at least one for a government or military customer. The Bidder shall provide for each reference at least: a description of the solution deployed/delivered, highlighting similarities to the bid solution; the purchaser(s) of these systems; the user(s) of these systems; the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.

3.7.3.5. Part 3: The Supportability Proposal

- 3.7.3.5.1. The Bidder shall submit the proposed maintenance and support concept that defines the environment, constraints, locations, procedures, artefacts, organisation and personnel skills to maintain the NBIIC systems.
- 3.7.3.5.2. The Bidder shall submit the proposed warranty concept that describes the conditions, organization and processes to maintain the NBIIC systems.
- 3.7.3.5.3. The Bidder shall provide one .xls spreadsheet as Reliability and Maintainability (R&M) Report for the entire system and subsystems, relating all items (i.e. hardware down to Line Replaceable Unit (LRU) level and all software/firmware modules) based on failure dependencies.
- 3.7.3.5.4. The Bidder shall submit a copy of the training plan and the training materials.

END OF SECTION 3

SECTION 4 BID EVALUATION PROCESS AND CRITERIA

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. Documents included by reference only will not be considered.
- 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 assessment of the bid based upon the facts The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Bidder to state its intentions regarding certain statements contained therein.
- 4.1.5. 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.
- 4.1.6. 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 nor restate the Statement of Work (SOW).

- 4.1.7. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.8. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Bidder shall be responsible for providing access to its own or Subcontractors' facilities and personnel.
- 4.1.9. The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB.
- 4.1.10. The evaluation of this IFB will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.11. Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Bid Administration and Price parts of each Bid are evaluated first, and only the Technical Proposal of the apparent lowest priced Bid is evaluated for compliance with the technical requirements of the IFB.
- 4.1.12. Bidders that are determined to have submitted non-compliant Bids will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case the Technical Proposal of the Bidder who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Bid has been determined.
- 4.1.13. All administrative compliant 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.
- 4.1.14. The compliant Bidder who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

4.2. Evaluation Procedure

4.2.1. The evaluation will be done in a three-step process, as summarized below and elaborated on in Sections 4.3 - 4.5.

4.2.1.1. **Step 1: Administrative Compliance**

Bids received will be reviewed for compliance with the mandatory administrative requirements specified in section 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.2.1.2. **Step 2: Price Evaluations**

The Price volumes will be opened and evaluated in accordance with Section 4.4.

4.2.1.3. **Step 3: Technical Evaluation**

In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 4.5 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

4.3. Evaluation Step 1 – Administrative Compliance

4.3.1. Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of the Bid Administration Package.

4.3.2. Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Bid Administration Package. The evaluation of the Bid Administration Package will be made on its completeness, conformity and compliance to the requested information. Specifically, the following requirements shall be verified:

4.3.2.1. The Bid was received by the Bid Closing Date and Time,

4.3.2.2. The Bid is packaged and marked properly as per Section 3.4.

4.3.2.3. The Bid Administration Part contains the documentation listed in Section 3.3 and complies with the formal requirements established in Section 3.5.

4.3.2.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his

offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

- 4.3.2.5. The Bid is provided in the English language.
- 4.3.3. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.4. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- 4.3.5. Notwithstanding Paragraph 4.3.3, if it is later discovered in the evaluation of the Bid Administration Package, Technical Part or the Price Part that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Proposal.

4.4. Evaluation Step 2 –Price Quotation

- 4.4.1. The Bidder's Price Quotation will be first assessed for compliance against the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A.
 - 4.4.1.1. The Bidder has furnished Firm-Fixed Prices for all items listed.
 - 4.4.1.2. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex A.
 - 4.4.1.3. Bid prices include all costs for items supplied, delivered, and supported.
 - 4.4.1.4. All prices have been accurately entered into appropriate columns, and accurately calculated.
 - 4.4.1.5. The Bidder has provided accurate unit prices (where required) and total prices for each line item and each of the sub-items it added (if any).
 - 4.4.1.6. The grand total is accurate.
 - 4.4.1.7. The currency (€, \$, £, etc.) of all line items has been clearly indicated.

- 4.4.1.8. The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Paragraph 3.6.2.11 are met.
- 4.4.1.9. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and customs charges from which the Purchaser has been exempted (note Paragraphs 3.6.2.12 and 3.6.2.13).
- 4.4.1.10. 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)).
- 4.4.2. Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
- 4.4.3. The Price Quotation meets requirements for price realism and balance as described below in Paragraph 4.4.6.
- 4.4.4. 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.
- 4.4.5. Basis of Price Comparison / Determination of Lowest Price
 - 4.4.5.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
 - 4.4.5.2. The determination of the lowest Firm-Fixed Price bid will be based on the total of all CLINs in the Bidding Sheets. The total evaluated price includes the base contract (CLINs 1-6).
- 4.4.6. Price Balance and Realism
 - 4.4.6.1. Should a Bidder submit a Price Quotation that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic price and may be determined to be non-compliant.
 - 4.4.6.2. Possible indicators of an unrealistic Price Quotation may include, but are not limited to:

- 4.4.6.2.1. Labour costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
- 4.4.6.2.2. Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.4.6.2.3. Line item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.4.6.3. If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the proposal in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response the Purchaser may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.
- 4.4.6.4. If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its proposal will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.5. Evaluation Step 3 – Technical Proposal

- 4.5.1. In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.7 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.
- 4.5.2. Upon determination of the lowest-priced Bid as described above, the Quotation shall be evaluated to confirm compliance with the technical criteria in Table 1, associated with the respective sections of the Technical Proposal.

EVALUATION CRITERIA	IFB REFERENCE
<p><u>Criterion 1 - Technical Approach:</u></p> <p>The Bidder shall have provided a Technical Approach Proposal, which includes all of information required in section 3.7.3.3.</p>	Book II, Part IV, Annex A
<p><u>Criterion 2 - Management</u></p> <p>The Bidder shall have provided a Management Proposal, which includes all of information required in section 3.7.3.4.</p>	Book II, Part IV, Section 2
<p><u>Criterion 3 - Supportability</u></p> <p>The Bidder shall have provided a Supportability Proposal, which includes all of information required in section 3.7.3.5.</p>	Book II, Part IV, Section 5

Table 1 – Criteria for Technical Evaluation

4.5.3. Technical Approach

- 4.5.3.1. The Bid provides a description of the proposed technical solution, which addresses the requirements as described in the Annex A to the SOW, System Requirements Specifications. This description of the technical solution is a critical part of the Bid evaluation. The Bidder’s submission shall serve as the Bidders demonstration of his understanding of the NBIC requirements and will facilitate the evaluation of the maturity of the proposed technical solution.
- 4.5.3.2. The Bidder’s technical approach shall include technical details (including representative configuration samples) on how non-functional requirements in the SRS will be implemented. This should cover aspects related to human factors and ergonomics, security approach, system management and key performance indicators of the system.
- 4.5.3.3. The Bidder’s technical approach shall describe how the interoperability requirements stated in the SRS, such as import and export of data and interoperability with other systems, will be implemented.

4.5.4. Management

- 4.5.4.1. The Bid provides a draft Project Management Plan (PMP) that covers the requirements set forth in the SOW.
- 4.5.4.2. The Bid provides a detailed Requirements Traceability Matrix (RTM) tracing the individual IFB requirements in the SOW and SRS to the Bidders proposal. The Cross Reference Matrix covers both the project execution requirements contained in the SOW, and system and subsystem-specific functional and non-functional requirements contained in the SRS.
- 4.5.4.3. The Bidder shall provide a draft Site Acceptance Test Approach which clearly addresses the objectives stated in Book II, Part IV, Statement of Work.
- 4.5.5. Supportability
 - 4.5.5.1. The bid provide the maintenance concept and the support concept and clearly identify in-service costs and resources required to maintain and support the NBIIC system.
 - 4.5.5.2. The Bid includes the Training Plan (TP) and training materials in accordance with the requirements as described in the SOW.
- 4.5.6. Technical Demonstration
 - 4.5.6.1. The Purchaser reserves the right to conduct a Technical Demonstration as part of the Bid Evaluation, at no cost to the Purchaser.
 - 4.5.6.2. The purpose of this Technical Demonstration is to confirm that the proposed solution provides a solid basis from which the specific requirements and business processes of NBIIC systems can be configured or adapted, and that the Bidder can integrate and deliver a complete solution within the timeframe as referenced in Book II, Part IV, Statement of Work.
 - 4.5.6.3. Confirmation from the Technical Demonstration shall be fed into the corresponding Technical Compliance Evaluation Factors, i.e. Technical Approach, Management, and Supportability.
 - 4.5.6.4. The Bidder will be notified at least 2 weeks in advance if a Technical Demonstration is required. At that time, the focus of the Technical Demonstration will be shared with the Bidder.
 - 4.5.6.5. No additional content or documentation is required to the submitted at this time as part of the Technical Proposal Package. This Technical

Demonstration section is for informational purposes only until the formal notification (per paragraph 4.5.6.4 above) has taken place.

- 4.5.6.6. Upon formal notification, the Bidders shall be prepared to:
- 4.5.6.6.1. Demonstrate the functional capabilities of their proposed solutions as captured in the RTM during the Technical Demonstration.
 - 4.5.6.6.2. Demonstrate requirements and business processes based on components available during the evaluation period. Any COTS components are considered available during the evaluation period by default.
 - 4.5.6.6.3. Provide a plan of the Technical Demonstration and a description of the proposed demonstration environment.
- 4.5.6.7. In case the Technical Demonstration fails to demonstrate a functionality as described in the plan due to unexpected technical problems, the Purchaser will give one more chance to repeat the demonstration of the specific functionality within one week.
- 4.5.6.8. The demonstration will take place at a facility chosen by and made available by the Bidder. The Purchaser will cover own costs for attending the Technical Demonstration at the Bidder's demonstration facility.

Annex A Bidding Sheets

A-1 Introduction

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

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this IFB and referenced in Annex A-3
2. This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.
3. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
5. 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 and National sites and Contractor facilities.
6. Should the Lowest Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the Bid.
7. Bidders are advised that formulae, designed to ease evaluation of the Bidders proposal, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae in the electronic copies of the Bidding Sheets.

8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described Section 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

A-3 Bidding Sheets

1. Bidders are required, in preparing their Price Quotation to utilise the following electronic file provided as part of this IFB.

“02_ IFB-CO-115657-NBIIC_Book I-Bidding Sheets.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB

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

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

**Annex B-2. Acknowledgement of Receipt of IFB
Amendments**

I confirm that the following amendments to Invitation for IFB-CO-115657-NBIIC have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issue	Date of Receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of this IFB. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- 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.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4. Certificate of Bid Validity

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

**Annex B-6. Comprehension and Acceptance of Contract
Special and General Provisions**

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Bidder hereby provides 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 Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this IFB.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8. List of Subcontractor 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.

ITEM	DESCRIPTION

- 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.
- c. The Subcontractor IPR stated above complies with the terms Clause 30 the Contract General Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-9. Certificate of Understanding

I certify that

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

Annex B-10. 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 successor 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:

(Insert list of supplemental agreements or specify "none")

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. 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 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.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. 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 NCI Agency Position	Current Company Position

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

Date:

Signature:

Name & Title:

Company:

Annex B-12. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ¹	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-13. 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.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-14. Certificate of Security Clearance

The Bidder hereby certifies that the proposed personnel have the appropriate Security Clearance required for performance under the prospective Contract or that all necessary actions have been undertaken to ensure that the proposed personnel will be in possession of such Security Clearance at the time of Contract award.

The Bidder hereby certifies that he is fully aware that resulting contract will require the Contractor to handle and store classified material to the level of "NATO RESTRICTED" and that the Contractor shall have the appropriate facility and personnel clearances at the time of Contract award.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-15. Code of Conduct

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 know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Chief 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 Chief 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 Quotation / 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 16.2 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 Chief 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.

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

IFB-CO-115657-NBIIC
Book I – Instructions to Bidders

Annex C Clarification Request Form

Company Name _____ Submission Date _____

**INVITATION FOR BID
IFB-CO-115657-NBIIC**

CLARIFICATION REQUEST FORM

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

Company Name _____

Submission Date _____

ADMINISTRATION or CONTRACTING				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
A.1			Purchaser to complete	
A.2			Purchaser to complete	
A.3			Purchaser to complete	
A.4			Purchaser to complete	
A.5			Purchaser to complete	

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

IFB-CO-115657-NBIIIC
 Book I – Instructions to Bidders

Company Name _____

Submission Date _____

PRICE				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
P.1			Purchaser to complete	
P.2			Purchaser to complete	
P.3			Purchaser to complete	
P.4			Purchaser to complete	
P.5			Purchaser to complete	

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

Company Name _____

Submission Date _____

TECHNICAL				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
T.1			Purchaser to complete	
T.2			Purchaser to complete	
T.3			Purchaser to complete	
T.4			Purchaser to complete	
T.5			Purchaser to complete	

Annex D Cross Reference/Compliance Table

Bidder 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. Copy 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 Section 3.7, and will be evaluated according to the instructions in Section 4.5.

Bidding Instructions Requirement Ref.	SoW Requirement Ref.	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	BID REFERENCE
3.7.3.3	Book II, Part IV, Annex A	Provide the Technical Approach Proposal	4.5.3	<i>Bidder to complete</i>
3.7.3.4	Book II, Part IV, Section 2	Provide the Management Proposal	4.5.4	<i>Bidder to complete</i>
3.7.3.5	Book II, Part IV, Section 5	Provide the Supportability Proposal	4.5.5	<i>Bidder to complete</i>

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

IFB-CO-115657-NBIC
Book I – Instructions to Bidders

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