



IFB-CO-115751-NCI CLS

NATO Communication Infrastructure (NCI) Contractor Logistics Support (CLS)

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GENERAL INDEX

BOOK I - THE BIDDING INSTRUCTIONS

Section I Introduction

Section II General Bidding Information

Section III Bid Preparation Instructions

Section IV Bid Evaluation

Annex A1 Bidding Sheets

Annex A2 Bidding Sheets - Instructions

Annex B Certificates

Annex C Cross Reference/Compliance Table

Annex D Clarification Requests forms

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet

Part I Schedule of Supplies and Services

Part II Contract Special Provisions

Part III General Provisions

Part IV Statement of Work



NATO Communication Infrastructure (NCI) Contractor Logistics Support (CLS)

BOOK I

BIDDING INSTRUCTIONS

CONTENTS

1	SECTION I - INTRODUCTION	4
2	SECTION II - GENERAL BIDDING INFORMATION.....	5
2.1	DEFINITIONS.....	5
2.2	ELIGIBILITY	5
2.3	BID DELIVERY AND BID CLOSING.....	6
2.4	LATE BIDS.....	6
2.5	REQUESTS FOR EXTENSION OF BID CLOSING DATE.....	7
2.6	PURCHASER POINT OF CONTACT	7
2.7	REQUESTS FOR IFB CLARIFICATIONS	7
2.8	REQUESTS FOR WAIVERS AND DEVIATIONS	8
2.9	AMENDMENT OF THE INVITATION FOR BIDS.....	8
2.10	MODIFICATION AND WITHDRAWAL OF BIDS	8
2.11	BID VALIDITY	9
2.12	CANCELLATION OF INVITATION FOR BIDS	9
2.13	ELECTRONIC TRANSMISSION OF INFORMATION AND DATA.....	9
2.14	SUPPLEMENTAL AGREEMENTS	10
3	SECTION III - BID PREPARATION INSTRUCTIONS	11
3.1	GENERAL	11
3.2	BID PACKAGE CONTENT AND MARKING	11
3.3	PREPARATION OF THE ADMINISTRATIVE PACKAGE(PART 1).....	12
3.4	PREPARATION OF THE PRICE PROPOSAL (PART 2).....	13
3.5	PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)	15
4	SECTION IV - BID EVALUATION	17
4.1	GENERAL	17
4.2	ADMINISTRATIVE EVALUATION AND CRITERIA.....	18
4.3	PRICE EVALUATION AND CRITERIA	18
4.4	PRICE REALISM.....	20
4.5	TECHNICAL EVALUATION AND CRITERIA	21
5	ANNEX A1 – BIDDING SHEETS	25
6	ANNEX A2 - INSTRUCTIONS FOR THE PREPARATION OF THE BIDDING SHEETS..	26
7	ANNEX B – CERTIFICATES	28
8	ANNEX C – CROSS REFERENCE/COMPLIANCE TABLE	54
9	ANNEX D – CLARIFICATION REQUESTS FORMS	56

SECTION I - INTRODUCTION

- 1.1. The purpose of this Invitation For Bid (IFB) is to establish an Indefinite Delivery Indefinite Quantity (IDIQ) Contract for NATO Communication Infrastructure (NCI) Contractor Logistics Support (CLS) for a Base Period of One (1) Year (Effective Date of Contract {EDC} plus 12 months) and Four (4) Option Years, 12 months each. This requirement addresses the integration of logistics and service support functions for operational requirements of NCI in order to enable the availability and resiliency of existing NCI projects for hardware, software and license maintenance and support for the complete Domain Specific Management System (DSMS).
- 1.2. The Contract performance requirements are set forth in the prospective Contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.3. This Solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the NATO procedures: BC-D(2018)0004-FINAL Dated 29 January 2018. Pursuant to these procedures, bid submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.5 of Section II of the Bidding Instructions. The overall security classification of this solicitation is “NATO UNCLASSIFIED”.
- 1.4. Contract Award will be made on a Firm Fixed Price basis to the Lowest Price Technically Compliant Bidder.
- 1.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.6. 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 paragraph 2.7 of Section II of the Bidding Instructions entitled “Requests for IFB Clarifications”.
- 1.7. Bidders are advised that the total bid price for the Base Year and Four Option Years shall not exceed 6,500,000 € per year (32,500,000.00 € total).
- 1.8. This IFB will not be subject of public opening.
- 1.9. The target date for Contract Award is **Q2 2023**.

1.9. SECURITY

- 1.9.1. The overall security classification of this Invitation for Bid is “NATO UNCLASSIFIED”.
- 1.9.2. For the purpose of the performance under the Contract, the Contractor shall be required to handle and store classified material up to the level of “NATO SECRET” and shall therefore possess at the time of Contract award the appropriate facility and personnel clearances. Should a Contractor be unable to perform the Contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.9.3. Contractor personnel working at NATO sites are required to possess a security clearance of “NATO SECRET”, which shall be confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser. Contractor personnel who need System Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS clearances.
- 1.9.4. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. ~~In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.~~
- 1.9.5. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided “as is, without any warranty” as to quality or accuracy.

SECTION II - GENERAL BIDDING INFORMATION

NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

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

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.

2.1. DEFINITIONS

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

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

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

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

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

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

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

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

2.2. ELIGIBILITY

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

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

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

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

2.3. BID DELIVERY AND BID CLOSING

2.3.1. The closing time for the electronic submission of bids in response to this IFB is **Friday, 24 MARCH 2023 Tuesday, 18 April 2023 13:00 Hours Central European Time (CET)**.

2.3.2 Bids shall be submitted to the following email address below:

2.3.2.1 IFBCO115751NCICLS@ncia.nato.int

2.4 LATE BIDS

2.4.1 Bids received at the NCIA e-mail address after the date and time indicated in paragraph 2.3.1 may not be eligible for award.

2.4.1.1 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.

2.4.2 CONSIDERATION OF LATE BID

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

2.4.2.1.1 A Contract has not already been awarded pursuant to the IFB, and;

2.4.2.1.2 The bid was sent to the correct email specified in paragraph 2.3.2.1 above, and;

2.4.2.1.3 The delay was due solely to the fault of the Purchaser.

2.4.3 RECEIPT OF AN UNREADABLE ELECTRONIC BID

2.4.3.1 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:

2.4.3.1.1 of the content of the bid as originally submitted, and;

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

2.4.3.2 A bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

2.4.3.3 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 All questions and requests for extension of the bid closing date shall be submitted by the Bidder through their respective NATO Delegation in sufficient time so as to allow the formal request made by the National Delegation of the Bidder to reach the Purchaser, i.e. no later than fourteen (14) calendar days prior to the Bid closing date.

2.6. PURCHASER POINT OF CONTACT

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

Ms. Eva Benson

E-mail: IFBCO115751NCICLS@ncia.nato.int

2.7. REQUESTS FOR IFB CLARIFICATIONS

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

2.7.2 All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by E-mail. All questions and requests must reference the section(s) in the IFB subject for clarification. The questions and/or requests shall be forwarded to the POC specified in Paragraph 2.6.1 above and shall arrive **not later than 14 calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time.

2.7.3 Bidders are advised that questions and requests for clarifications must address the totality of the concerns of the Bidder for the IFB, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification. Any additional requests for clarification are limited only to the information provided as answers by the Purchaser. Such additional requests shall not arrive later than fourteen (14) calendar days prior to the stated "Bid Closing Date".

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

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

2.7.6 The Purchaser reserves the right to decline clarification requests that are clearly devised for the purpose of artificially extending the bidding time, i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested.

2.8. REQUESTS FOR WAIVERS AND DEVIATIONS

2.8.1 Bidders are informed that requests for alteration to waivers or deviations from the Schedules, the Contract Special Provisions, the Terms and Conditions in the NCI Agency's General Provisions, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.8.2 Requests for alterations to the other requirements, Terms and Conditions of the Invitation for Bids or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.7 above. Requests for alterations to the Terms and Conditions of the Prospective Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9. AMENDMENT OF THE INVITATION FOR BIDS

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. 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 (Annex B-6) which the bidder shall complete and enclose as part of their bid. This process may be part of the clarification procedures set forth in Paragraph 2.7 above or may be an independent action on the part of the Purchaser.

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

2.10. MODIFICATION AND WITHDRAWAL OF BIDS

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

2.10.2 Modifications to bids which arrive after the Bid Closing Date and time will be considered as "Late Modifications" and the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be a successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more 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.

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

2.11. BID VALIDITY

2.11.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified at Paragraph 2.3.1 above.

2.11.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

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

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

(a) Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or

(b) Refuse this extension of time and withdraw the bid without penalty.

2.11.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.12 CANCELLATION OF INVITATION FOR BID

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

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

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Bidders are required, in accordance with the certificate Annex B-7 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.

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

2.14.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key

objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

2.14.4. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted within the Bid Administrative Package. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

2.14.5. 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.

2.14.6. Supplemental agreement that contradicts the Terms of the Contract in a cardinal manner may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid.

2.14.7. Any supplemental agreements issued in final form by the government(s) resulting 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.

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

2.15.1. Bidders are instructed to review Clause 30 of the Prospective Contract General Provisions set forth under Part III of Book II herein. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.

2.15.2. Bidders are required to disclose, in accordance with Annex B-14, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.

2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of Prospective Contract General Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.

2.15.4. Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with Clause 30 or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of non-compliant bid.

2.16. Mandatory Quality Assurance and Quality Control Standards

2.16.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-12 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

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

2.16.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-12 in the Bid Administration Package.

2.16.4. Failure to execute this Certificate or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

SECTION III - 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 their ability to provide all the deliverables and services listed in the Bidding Sheets (Schedule of Supplies and Services). Bids which are not complete (Partial Bidding) will be declared non-compliant. Partial bidding is not allowed meaning that ALL CLINs shall be priced in or to be considered compliant. By submission of the Bid, Bidders shall have affirmed full compliance and acknowledgement of the Statement of Work requirements, and that all the requirements have been taken into account in the pricing of their Bid.

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. The Bidder shall prepare a complete bid, which comprehensively addresses all requirements stated herein. The bid shall demonstrate the Bidders's understanding of the IFB and ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete will be declared non-compliant.

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

3.2. Bid Package Content and Marking

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

3.2.1.1 Part 1: Bid Administration Package (paragraph 3.3)

3.2.1.2 Part 2: Price Quotation (paragraph 3.4)

3.2.1.3 Part 3: Technical Proposal Package (paragraph 3.5)

3.2.2 Each part submitted shall comply with the below specifications:

3.2.2.1 Part I, Bid Administration - The e-mail content shall be as described in paragraph 3.3 below, with **no password protection to the file and shall not be more than 20MB total per e-mail.**

- [IFBCO115751NCICLS](#) *Company Name*–Part I–Admin

3.2.2.2 Part II, Price- The e-mail content shall be as described in paragraph 3.4 below, with **no password protection to the file, and shall not be larger than 20MB total per e-mail.**

- [IFBCO115751NCICLS](#) *Company Name*–Part II–Price

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

3.2.2.3 Part III, Technical- The e-mail content shall be as described in paragraph 3.5 below, with **no password protection to the file, and shall not be larger than 20MB total per e-mail.**

- [IFBCO115751NCICLS](#) *Company Name*– Part III-Technical

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

3.2.2.5 Multiple emails may be submitted for each part if the content of the file(s) is larger than 20 MB 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.

3.2.2.6 Acceptable File Formats

3.2.2.6.1 Unless otherwise directed, files can be submitted in Adobe pdf format.

3.2.2.6.2 The Purchaser **does NOT accept** hard copies of bids, CDs, thumb drives, or zip files.

3.2.2.7. All documentation submitted as part of the Bid shall be classified no higher than “**NATO UNCLASSIFIED**”.

3.2.2.8. Partial Bids and/or bids containing conditional statements will be

declared non-compliant as defined in Section 3.4.2.

3.2.2.9. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part in the resulting Contract.

3.3. PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

3.3.1 The Bid Administrative Package shall include in accordance One (1) PDF File with scanned copies of the certificates described below in paragraph 3.3.3 with physical signatures. These certificates shall submitted by email according to paragraph 3.2.2.1 above.

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

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

- (a) B-1 Certificate of Legal Name of Bidder
- (b) B-2 Certificate of Independent Determination
- (c) B-3 Certificate of Bid Validity
- (d) B-4 Certificate of Understanding
- (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) B-6 Acknowledgement of Receipt of IFB Amendments (if applicable)
- (g) B-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) B-8 Comprehension and Acceptance of Contract Special Provisions and General Provisions
- (i) B-9 List of Prospective Sub-Contractors / Consortium members
- (j) B-10 Disclosure of Involvement of Former NCI Agency Employment
- (k) B-11 Certificate of Origin of Equipment, Services and Intellectual Property

- (l) B-12 Certificate of AQAP 2110 or ISO-9001: 2015 Compliance.

NOTE: The Bidder shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.

- (m) B-13 List of Key Personnel and Security Clearance

- (n) B-14 List of Bidder, Sub-contractor and Third Party Background IPR

- (o) B-15 Certificate of Price Ceiling

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

3.3.4.1 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.

3.3.4.2 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.

3.3.4.3 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.

3.3.5 Concerning Certificate B-9, the Bidder shall identify by name, project role, and country of origin, all sub-Contractors whose sub- Contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-Contractors/consortium members involved, the Bidder shall state this separately. The subContractors listed in this certificate shall be traceable in the Bidding Sheets.

3.3.6 Concerning Certificate B-11, Bidders are reminded that as per Contract General Provisions Clause 9, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by firms other than from and within **NATO Participating Countries**.

3.4. PREPARATION OF THE PRICE PROPOSAL (PART 2)

3.4.1 Bidders are advised that the total bid price for the Base Year and Four Option Years shall not exceed 6,500,000 € per year (32,500,000.00 € total). Bids submitted in excess of this figure may be determined to be non-compliant and eliminated from further consideration. Bidders shall execute the certificate at B-15 “Certificate of Price Ceiling” as confirmation of their compliance. Optional CLINS 12 through 19 are not included in the pricing ceiling for the Base Year and Four Option Years.

3.4.2 Bidders shall prepare their Price Proposal in accordance with Section 3 and submitting a completed electronic copy of the Bidding Sheets (Excel) provided with this IFB under Book I, Annex A1. The Bidder shall also submit a PDF version of the Bidding Sheets. The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The Price Proposal shall submitted by email according to paragraph 3.2.2.2 above.

3.4.3 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with IFB, Book I, Annex A1 with **all yellow cells filled in.**

3.4.3. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.

3.4.4. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets (Annex A-1). This includes Firm Fixed Prices for the Base Year and **Fixed Price with EPA (Please see Book II Part II Article 42 Standard Economic Price Adjustment clause) for the Optional Years. Bidders shall determine the labour and material coefficients that will be used for the EPA Clause.** Prices cannot be embedded/ included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out all yellow fields, may render the bid non-compliant.

3.4.5. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for all CLINs. Firm Fixed Priced options to the Contract may be exercised by the Purchaser, at the sole discretion of the Purchaser as described in the Book II Special and General Provisions. The Purchaser’s decision to exercise any

Options will take into consideration the Contractor's successful performance on the basic Contract; as well as, the availability of the required funding.

3.4.6. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

3.4.7. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SoW.

3.4.8. 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, Book I Annex A2.

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

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

3.4.15.1. The currency is of a "Participating Country" in the project.

3.4.15.2. 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 sub-Contracts and their approximate anticipated value should be listed on a separate sheet and included with the price proposal.

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

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

from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

3.4.18. Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

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

3.4.20. When completing the Bidding Sheets, **coefficients for labour and material**, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.4.21. The Bidder understands that there is no obligation under this Contract for the Purchaser bears no liability should it decide not to exercise such option. Further, the NCI Agency reserves the right to order another Contractor through a new Contract with other conditions for the additional quantities of any line item it might need.

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

3.4.23. The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-Contractors whose estimated value of the sub-contract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-contractors" form attached to Book I Annex B-9.

3.5 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

NOTE: *Marketing material such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal.*

3.5.1 Bidders shall submit their Technical Proposal in accordance to section 3.2.2.3 an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the stated in Sections 3.5.2 – 3.5.9. The Technical Proposal shall have a confirmation that all requirements in the SOW, Book II Part IV are included in the proposed solution. The Technical Proposal package shall include the following:

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

3.5.3. Section 1: Technical Proposal Cross-Reference/Compliance Table

3.5.3.1. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex C of Book I.

3.5.3.2. The Bidder shall complete Column “Bid Ref” 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.

3.5.4. Section 2: Corporate Experience In Similar Type of Contracts

3.5.4.1. The Bidder shall describe their experience in similar type of Contracts/ support in the past 5 years and include their enabling corporate organization (Not To Exceed 15 Pages).

3.5.4.2. The Bidder shall provide one (1) executive summary describing the successful delivery of a similar project in a similar environment during the last five (5) years. For each project, the Contractor shall describe:

- a) The domain or area (ideally the customer name), the size (Contract value range), duration and challenges/issues/risks encountered and any mitigation actions;
- b) The scope of work, demonstrating its capability to integrate technologies;

- c) An overview summarizing the main features of each of the sections of the Technical Proposal indicating in detail how the CLS will be executed during the Contract to include a statement of understanding of the objectives/ scope/ requirements of the NCI CLS requirement.

3.5.5. Section 3: Key Personnel CVs and Security Clearances

3.5.5.1. The Bidder shall provide Curriculum Vitae (CV) for Key Personnel proposed for this requirement in compliance with the key personnel qualifications as per Section 6 of the SoW:

- a) Network Engineer (x1)
- b) DSMS Engineer (~~x3~~x2)
- c) Customer Technical Advocate / Tech Lead (x1)

3.5.5.2. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information.

3.5.6. Section 4: Contract Logistic Support (CLS) Plan

3.5.6.1. The Bidder shall provide a draft CLS part highlighting the major service support SoW provisions as required under the CLS Plan (Section 4 of the SOW).

3.5.6.2. The Bidder shall describe and demonstrate how this criteria will be fulfilled in order to meet the requirements of the SOW. The draft CLS Plan shall include:

- a) description of the Contractor's CLS organization;
- b) description of how the Contractor will interface with the Purchaser, including pertinent communication channels, points of contact and contact details;
- c) description of the CLS product baseline;
- d) description of the Contractor's pertinent procedures for initiation, execution and closure of each of the CLS services specified in the SoW.

3.5.7. Section 5: Remote Technical Support via an existing 8/5 technical support centre

3.5.7.1. The Bidder shall provide a detailed description of internal Incident Management and Problem Management processes and the way those processes are supported by the existing organizational structure and existing IT Service Management system as per Section 3.6 of the SoW as follows:

3.5.7.2. Demonstrate how the KPI targets on the SoW can be met;

3.5.7.3. Demonstrate corporate portal functionalities and how this capability can support the SoW requirements.

3.5.8. Section 6: Corporate Qualifications and Partnerships

3.5.8.1. The Bidder shall provide the certificates to demonstrate the required corporate qualifications and partnerships as stated in Section 3 of the SoW under Req 24 and 25.

3.5.9. Section 7: Training Provision Capability and Major Vendor Event Participation

3.5.9.1. The Bidder shall demonstrate experience in organizing and delivering on-site or remote training as stated in Section 3.7 of the SoW. In addition, the Bidder shall provide training certifications or partnerships with existing training providers;

3.5.9.2. The Bidder shall demonstrate frequent participation to major vendor events as stated in Section 3.7 of the SoW during the last three (3) years; such as: conferences or summits.

SECTION IV - BID EVALUATION**4.1. GENERAL**

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

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

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

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

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

4.1.6 The Contract(s) resulting from this IFB will be awarded to the Bidder(s) whose offer, as evaluated by the Purchaser, is the lowest priced bid in compliance with the requirements of this IFB. The evaluation will be conducted in accordance with NATO Bidding Procedures as set forth in BC-D(2018)0004-FINAL Dated 29 January 2018.

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

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

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

4.2 ADMINISTRATIVE CRITERIA

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

- a) The Bid was received by the Bid Closing Date and Time,
- b) The Bid was packaged and marked properly per Section 3.2.
- c) The Administrative Package contains all the requested signed required Certificates at Annex B hereto in Paragraph 3.3.3.

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

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

4.3 PRICE CRITERIA

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

4.3.1.1 The price proposal meets the requirements for preparation and submission of the price proposal set forth in the Bid Preparation Section 3 and the Instructions for preparation of the Bidding Sheets Annex A1.

4.3.1.2 The Bidder has furnished **coefficients for labour and material**, Firm Fixed Prices for the Base Year and **Fixed Prices with EPA for** the Four Option Years. Not having provided a price for all proposed CLINs as required per the Bidding sheets, i.e. to fill out **all** yellow fields for all tabs, may render the bid non-compliant. Partial bids shall be rejected.

4.3.1.3 Bidder has signed certificate at B-15 "Certificate of Price Ceiling" as confirmation of their compliance.

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

4.3.1.5 Adequacy, accuracy, traceability and completeness of detailed pricing information.

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

4.3.1.7 All prices have been accurately entered into appropriate columns, and accurately totalled.

4.3.1.8 The Bidder has provided accurate unit price (where required) and total price for each line item.

4.3.1.9 The currency of all line items has been clearly indicated.

4.3.1.10 The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, Paragraph 3.4.15 are met.

4.3.1.11 The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.

4.3.1.12 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)), adequate and traceable.

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

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

4.3.2 Basis of Price Comparison to determine lowest compliant bid

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

4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price includes all CLINs in the bidding sheets for the Base Year and Four Evaluated Option Years.

4.3.2.3 The Bidder shall reference Article 42 Standard Economic Price Adjust (EPA) clause in Book II Part II. Fixed- Price is subject to EPA beginning after the Base Year of the Contract; therefore, Option Year 1 until the end of the Contract's period of performance; which shall then become Fixed Price with EPA where price variation shall be applied. The Purchaser will apply the EPA formula beginning in Option Year 1 through 4;

NOTE: In the Bidding Sheets, the quarterly inflation has been set to 1% for price evaluation purposes only. The following price variation formula has been embedded into the CLIN Summary tab of the Bidding Sheets.

a. Economic Price Adjustment Formula

$$i. \quad P = P_0 \cdot (0.2 + X \cdot (L/L_0) + Y \cdot (M/M_0))$$

In which:

X, Y	Coefficients for labour and material respectively (X + Y = 0.8)
P	Revised Fixed Price applicable after EPA
P ₀	Firm Fixed Price as of Base Year
L	Latest published labour index available at the time of EPA
L ₀	Published labour index at EDC
M	Latest published material index available at the time of EPA
M ₀	Published material index at EDC

ii. Indices**Labour (P & Po)**

OECD Stats – Unit labour costs and labour productivity, total economy (ULC_EEQ)

Subject – Unit Labour Costs

Measure – Index, seasonally adjusted

https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

Material (M & Mo)

OECD Stats – Producer Prices (MEI_PRICES_PPI)

Subject – Economic activities – Total producer prices - Manufacturing

Measure – Index

https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en

- iii. Calculations of revised prices shall be made as soon as possible after publication of the latest index figures, available at the time of EPA.
- iv. Where any index figure published is stated to be a provisional figure, the contractor may opt either: to use that provisional figure in its calculation and present an appropriate invoice, or: to delay presentation of its invoice until a definitive index figure is published.
- v. No further adjustment will be allowed, up or down, following revision of any index figure if an invoice is presented using provisional indices.

4.3.3 Inconsistencies and discrepancies in bid price proposal

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

A. PDF copy of the completed Bidding Sheets:

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

B. Microsoft Excel copy of the completed Bidding Sheets:

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

4.4 PRICE REALISM

4.4.1 Should a Bidder submit a price proposal 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.

4.4.2 Possible indicators of an unrealistically low bid may be the following, amongst others:

- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- b. 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.
- c. Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.4.3. 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.

4.4.4. 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 TECHNICAL CRITERIA

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

4.5.2. Technical Proposal

4.5.2.1. The Bidder shall have provided a Technical Proposal which includes all of the information required in Sections 3.5.2 through 3.5.9.

4.5.3. Table of Contents

4.5.3.1 The Bidder shall have provided a Table of Contents as required by Paragraph 3.5.2.

4.5.4. In order for a Bid to be determined technically compliant, the Bidder shall have submitted a Technical Proposal (TP) that has met the following criteria after evaluation by the Purchaser:

4.5.4.1. Section 1: Technical Proposal Cross Reference Matrix Table

4.5.4.1.1. Bidders shall include the completed Technical Proposal Cross-Reference Table at Annex C 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.

4.5.4.2. Section 2: Corporate Experience in Similar Type of Contracts

4.5.4.2.1. The Bidder shall have described their experience in similar type of Contracts/ support in the past 5 years and include their corporate organization (Not to exceed 15 Pages).

4.5.4.2.2. The Bidder shall have provided at least one (1) executive summary describing the successful delivery of a similar project in a similar environment during the last five (5) years. For each project, the Contractor shall describe:

- a) The domain or area (ideally the customer name), the size (Contract value range), duration and challenges/issues/risks encountered and any mitigation actions;
- b) The scope of work, demonstrating its capability to integrate technologies.
- c) An overview summarizing the main features of each of the sections of the Technical Proposal indicating in detail how the CLS will be executed during the Contract to include a statement of understanding of the objectives/ scope/ requirements of the NCI CLS requirement.

4.5.4.3. Section 3: Key Personnel CVs and Security Clearances

4.5.4.3.1. The Bidder shall provide Curriculum Vitae (CV) for Key Personnel proposed for this requirement in compliance with the key personnel qualifications as per Section 6 of SoW:

- a) Network Engineer (x1)
- b) DSMS Engineer (~~x3~~x2)
- c) Customer Technical Advocate / Tech Lead (x1)

4.5.4.3.2. The Bidder shall have provided a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information.

4.5.4.4. Section 4: Contract Logistic Support (CLS) Plan

4.5.4.4.1. The Bidder shall have provided a draft CLS part highlighting the major service support SoW provisions as required under the CLS Plan as per Section 4 of the SOW.

4.5.4.4.2. The Bidder shall have described and demonstrated how they will fulfil and satisfy the requirements of the SOW. The draft CLS Plan shall include:

- a) description of the Contractor's CLS organization;
- b) description of how the Contractor will interface with the Purchaser, including pertinent communication channels, points of contact and contact details;
- c) description of the CLS product baseline;
- d) description of the Contractor's pertinent procedures for initiation, execution and closure of each of the CLS services specified in the SoW.

4.5.4.5. Section 5: Remote Technical Support Via An Existing 8/5 Technical Support Center

4.5.4.5.1. The Bidder shall have provided detailed description of internal Incident Management and Problem Management processes and the way those processes are supported by the existing organizational structure and existing IT Service Management System as per Section 3.6 of the SoW:

4.5.4.5.1.1. Demonstrate how the KPI targets on the SoW can be met;

4.5.4.5.1.2. Demonstrate corporate portal functionalities and how this capability can support the SoW requirements.

4.5.4.6. Section 6: Corporate Qualifications and Partnerships

4.5.4.6.1. The Bidder shall have provided all the certificates demonstrating the required corporate qualifications and partnerships as stated in Section 3 of the SoW under Req 24 and 25.

4.5.4.7. Section 7: Training Provision Capability and Major Vendor Event Participation

4.5.4.7.1. The Bidder shall have demonstrate experience in organizing and delivering on-site or remote training as stated in Section 3.7 of the SoW. In addition, the Bidder shall provide training certifications or partnerships with existing training providers.

4.5.4.7.2. The Bidder shall have demonstrated frequent participation to major vendor events as stated in Section 3.7 of the SoW during the previous three (3) years; such as conferences or summits.

ANNEX A 1 – BIDDING SHEETS

Provided under separate MS Excel File:

“IFB-CO-115751-NCI CLS_Bidding-Sheets.xls”

ANNEX A 2- INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS**1. INTRODUCTION**

1.1 Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

1.2 No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns maybe added if multiple currencies are bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

2.1 Bidders shall follow the specific instructions provided in the bidding sheets.

2.2 Bidders are advised that formulae are designed to ease evaluation of the bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this **the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.**

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

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

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure and each tab contains detailed instructions on how to fillout the page along with identification of which columns to fill out:

3.1 Instructions**3.2 Automated Checks Tab:**

- This tab is provided only as a tool for the bidders to assist in verifying that they have provided the bid currency as required and that the grand totals are accurate and traceable.
- Checks do not guarantee that the bid is accurate or traceable and ultimately the bidder is responsible to meet the requirements outlined in the bidding instructions to ensure completeness, accuracy, and traceability.
- It is highly recommended by the purchaser that this is used as a tool to ensure accuracy and minimize required corrections to the bid.

3.2.3 Offer Summary Tab**3.3.4 CLIN Summary Sheets**

- CLIN Summary tab includes the Constant Coefficient of 20%; The Labour Coefficient and Material Coefficient both state 40% within the Bidding Sheets as an example; however, both the Labour and Material Coefficients in yellow highlighted cells can be revised by the Bidders to reflect their proposed coefficients.
- CLINs 8, 9, 10, 11, 13, 14, 15, 17, 18, 19 are automatically price adjusted and calculated for the optional years, for the purpose of price evaluation. Any cells that are not yellow highlighted ARE NOT to be changed by the Bidder as they will populate based on the embedded formulae.

3.5 Indexation

Indices used for the purposes of price evaluation only and demonstration of the application of EPA.

3.6 CLIN detailed tabs (Labour, Material, Travel, ODC and rates):

3.6.1 Labour:

- Labour price breakdown is only required for CLINs 1 to 7, CLIN 12, and CLIN 16. Only the labour rate as of BASE PERIOD (from 2023 Q3 to 2024 Q2) must be used in this tab.
- The adjusted labour prices for all OPTIONAL YEARS will be automatically calculated in the CLIN Summary using the embedded formulae for the purpose of price evaluation.

3.6.2 Material:

- Material price breakdown is only required for CLINs 1 to 7, CLIN 12, and CLIN 16. Only the unit prices as of BASE PERIOD (from 2023 Q3 to 2024 Q2) must be used in this tab.
- The adjusted material prices for all OPTIONAL YEARS will be automatically calculated in the CLIN Summary using the embedded formulae for the purpose of price evaluation.

3.6.3 Travel:

- Travel price breakdown is only required for CLINs 1 to 7, CLIN 12, and CLIN 16. Only the prices as of BASE PERIOD (from 2023 Q3 to 2024 Q2) must be used in this tab.
- The adjusted travel prices for all OPTIONAL YEARS will be automatically calculated in the CLIN Summary using the embedded formulae for the purpose of price evaluation.

3.6.4 ODC:

- ODC breakdown is only required for CLINs 1 to 7, CLIN 12, and CLIN 16. Only the prices as of BASE PERIOD (from 2023 Q3 to 2024 Q2) must be used in this tab.
- The adjusted ODC for all OPTIONAL YEARS will be automatically calculated in the CLIN Summary using the embedded formula for the purpose of price evaluation.

NATO UNCLASSIFIED

IFB-CO-115751-NCI CLS
Book I –Bidding Instructions

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NATO UNCLASSIFIED

ANNEX B – CERTIFICATES

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ANNEX B-1
CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

POINT OF CONTACT:
REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-2
CERTIFICATE OF INDEPENDENT DETERMINATION

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX B-3

CERTIFICATE OF BID VALIDITY

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....

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

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

.....

Date

.....

Signature of Authorised Representative

.....

Printed Name and Title

.....

Company

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-6
ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following Amendments to Invitation For Bid No IFB-CO-115751-NCI CLS have been received and the Bid as submitted reflects the content of such Amendments:

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

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

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

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX B-8

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-9**LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS**

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

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

.....

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX B-10**Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date:

Signature:

Name & Title:

Company:

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017**Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or Contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to 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 sub-contractors 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 RFQs, and Contract provisions.

ANNEX B-11**Certificate of Origin of Equipment, Services, and Intellectual Property**

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

- (a) none of the work, including project design, labour and services, shall be performed other than by firms from and within an eligible NATO Participating 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 an eligible NATO Participating 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 eligible NATO Participating Countries.

* This definition purposely excludes Components and/or Parts (as defined in AcodP-1) that are not subject to this certification.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-12**Certificate of Compliance with AQAP 2110, ISO 9001 or equivalent standards**

I hereby certify that(*Company Name*)
possesses and applies Quality Assurance Procedures / Plans that are compliant with AQAP 2110,
ISO 9001 or other equivalent standards, as evidenced through the attached documentation.

A copy of the quality certification is attached herewith.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-13**List of Key Personnel and Security Clearance**

POSITION	NAME	LEVEL OF CLEARANCE	DATES OF VALIDITY	CERTIFYING AUTHORITY	EXPECTED DATE OF RELEASE OF REQUIRED SECURITY CLEARANCE	DESIGNATION PERIOD
Network Engineer (x 1)						
DSMS (<u>tools</u>) Engineer (x 1 3)						
DSMS (<u>IT/laaS & PaaS</u>) Engineer (<u>x1</u>)						
DSMS Engineer						
Customer Technical Advocate/Tech Lead (X1)						

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

ANNEX B-14**List of Bidder, Sub-contractor and Third Party Background IPR**

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

- a) The Contractor, Sub-contractor¹ and Third Party Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Prospective Contract².

ITEM	IPR DESCRIPTION	SUBCONTRACTOR / THIRD PARTY NAME AND COUNTRY OF REGISTRATION*	PURPOSE OF USE ³
1			
2			
3			
...			

- b) The stated Bidder has and will continue to have, for the duration of the Prospective Contract, all necessary rights in and to the Background IPR specified above necessary to perform the Contractor's obligations under the Contract.
- c) The Background IPR stated above complies with the terms specified in Special Provision Clause 34 and 35 of NCI Agency Contract General Provisions.
- d) The intellectual property rights to all design documentation and related system operating software resides in NATO Participating Countries, and no license fees or royalty charges will be paid by the Bidder to firms, individuals or Governments other than within the eligible **NATO Participating Countries**.

Date

Signature of Authorised Representative

Printed Name

Title

¹ The definition of Subcontractor as per Prospective Contract General Provisions Clause 2.36: 'Any person or legal entity directly or indirectly under Sub-Contract to the Contractor in performance of this Contract'.

² Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included).

³ Provide the relevant deliverable or service by specifying the CLIN or SOW requirement.

ANNEX B-15**CERTIFICATE OF PRICE CEILING**

I hereby certify that the total price offered in the price quotation of this Bid for the Base Year and Four Option Years does not exceed **6,500,000.00 EURO per year** (six million five hundred) for a total of **32,500,000.00 EURO** (thirty two million five hundred) as described in Section 3.4.1 of Book I.

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

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

Signature of authorised Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

ANNEX C – Cross Reference/Compliance Table

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

Bidding Instructions Requirement Ref.	SoW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.5.2 4.5.3 Table of Contents	-	Bidders shall compile a detailed Table of Contents which lists not only section heading but also major sub-sections, and topic heading required set forth in these instructions or implicit in the organisation of the Technical Proposal.	<i>Bidder to complete</i>
3.5.3 4.5.4.1 Technical Proposal Cross-Reference/Compliance Table	-	The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex C of Book I. The Bidder shall complete the Column marked “BID REFERENCE” of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser’s Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	<i>Bidder to complete</i>

3.5.4 4.5.4.2 Section 2: Corporate Experience In Similar Type of Contracts	-	<p>The Bidder shall have described their experience in similar type of Contracts/ support in the past 5 years and include their corporate organization (Not to exceed 15 Pages).</p> <p>The Bidder shall have provided at least one (1) executive summary describing the successful delivery of a similar project in a similar environment during the last five (5) years. For each project, the Contractor shall describe:</p> <ul style="list-style-type: none"> a) The domain or area (ideally the customer name), the size (Contract value range), duration and challenges/issues/risks encountered and any mitigation actions; b) The scope of work, demonstrating its capability to integrate technologies. c) An overview summarizing the main features of each of the sections of the Technical Proposal indicating in detail how the CLS will be executed during the Contract to include a statement of understanding of the objectives/ scope/ requirements of the NCI CLS requirement. 	<i>Bidder to complete</i>
3.5.5 4.5.4.3 Section 3: Key Personnel CVs and Security Clearances	SoW Section 6	<p>The Bidder shall provide Curriculum Vitae (CV) for Key Personnel proposed for this requirement in compliance with the key personnel qualifications as per Section 6 of SoW:</p> <ul style="list-style-type: none"> a) Network Engineer (x1) b) DSMS Engineer (x23) c) Customer Technical Advocate / Tech Lead (x1) 	<i>Bidder to complete</i>

		The Bidder shall have provided a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information.	
3.5.6 4.5.4.4 Section 4: Contract Logistic Support (CLS) Plan	SoW Section 4	<p>The Bidder shall have provided a draft CLS part highlighting the major service support SoW provisions as required under the CLS Plan as per Section 4 of the SOW.</p> <p>The Bidder shall have described and demonstrated how they will fulfil and satisfy the requirements of the SOW. The draft CLS Plan shall include:</p> <ul style="list-style-type: none"> a) description of the Contractor's CLS organization; b) description of how the Contractor will interface with the Purchaser, including pertinent communication channels, points of contact and contact details; c) description of the CLS product baseline; d) description of the Contractor's pertinent procedures for initiation, execution and closure of each of the CLS services specified in the SoW. 	<i>Bidder to complete</i>

3.5.7 4.5.4.6 Section 5: Remote Technical Support Via An Existing 8/5 Technical Support Centre	SoW Section 3.6	<p>The Bidder shall have provided detailed description of internal Incident Management and Problem Management processes and the way those processes are supported by the existing organizational structure and existing IT Service Management System as per Seciton 3.6 of the SoW:</p> <p>Demonstrate how the KPI targets on the SoW can be met;</p> <p>Demonstrate corporate portal functionalities and how this capability can support the SoW requirements.</p>	<i>Bidder to complete</i>
3.5.8 4.5.4.6 Section 6: Corporate Qualifications and Partnerships	SoW Section 3	The Bidder shall have provided all the certificates demonstrating the required corporate qualifications and partnerships as stated in Section 3 of the SoW under Req 24 and 25.	<i>Bidder to complete</i>
3.5.9 4.5.4.7 Section 7: Training Provision Capability and Major Vendor Event Participation	SoW Section 3.7	<p>The Bidder shall have demonstrate experience in organizing and delivering on-site or remote training as stated in Section 3.7 of the SoW. In addition, the Bidder shall provide training certifications or partnerships with existing training providers.</p> <p>The Bidder shall have demonstrated frequent participation to major vendor events as stated in Section 3.7 of the SoW during the previous three (3) years; such as: conferences or summits.</p>	<i>Bidder to complete</i>

ANNEX D – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME

INSERT SUBMISSION DATE

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

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

INSERT COMPANY NAME

INSERT SUBMISSION DATE

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

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