

NCIA/ACQ/2023/ 06536
03 Mar 2023

To : Bidders List and Distribution List

Subject : Invitation For Bid IFB-CO-115791-DEMETER

References : A. AC/4-D/2261(1996 Edition), Procedures for International Competitive Bidding
B. AC/4-D(2008)0002-REV2, International Competitive Bidding Using Best Value Evaluation Methodology, dated 15 July 2015
C. NCI Agency NOI NCIA/ACQ/2022/07326, dated 19 December 2022

Dear Sir / Madam,

1. Your firm is hereby invited to participate in an International Competitive Bid under the Best Value procedures set forth in Reference A for the provision of a Land Command and Control (C2) Application Software (DEMETER) that will be part of the NATO Land C2 System .
2. The NCI Agency intends to place one Contract to cover the entire scope of the project for the following scope. No partial bidding shall be allowed.
 - a. **Work Package 1:** Implement initial sites. This Work Package covers the configuration and implementation of DEMETER in authorized locations inclusive of licenses and all the required activities, such as tests, site surveys and deployments.
 - b. **Work Package 2:** Implement remaining sites. This Work Package covers the configuration and implementation of DEMETER in the remaining authorized locations, inclusive of licenses, as well as all the required activities, such as tests, site surveys and deployments.
 - c. **Work Package 3:** Optional Interoperability Adaptations. This optional Work Package will cover mainly the specified interoperability requirements that require adaptations in order to integrate DEMETER with other NATO Services in order to fully meet the selection criteria.
 - d. **Work Package 4:** Optional Maintenance and Support Services. This optional Work Package specifies the Contractor furnished services for the maintenance and support of DEMETER for ten years, starting from FSA with the first year being concurrent with the warranty period.
3. The closing time for submission of bids in response to this Invitation For Bid (IFB) is **Monday, 03 April 2023, 14:00 Hours (Central European Time (CET))**.

4. The reference for the Invitation for Bid is **IFB-CO-115791-DEMETER**, and all correspondence concerning the IFB should reference this number.
5. The scope of the overall project is described in the prospective Contract (Book II), provided with this letter.
6. This Invitation for Bid consists of the following:
 - a. Book I - Bidding Instructions, including annexes
 - b. Book II - Prospective Contract. The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III), and the Statement of Work (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the Contract.
7. The overall security classification of the Invitation for Bid is "NATO UNCLASSIFIED".
8. This Invitation for Bid remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
9. Please complete and return the enclosed acknowledgement of receipt (Attachment A) within 10 days of receipt of this IFB, informing this Agency of your intention to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
10. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
10. The NCI Agency point of contact for all information concerning this IFB is Mr. Radu Munteanu, Contracting Officer, who may be reached at CO115791DEMETER@ncia.nato.int.

FOR THE CHIEF OF ACQUISITION:

JeanLuc Guellec Digitally signed by JeanLuc Guellec
Date: 2023.03.02 17:53:32 +01'00'

Jean-Luc Guellec
Principal Contracting Officer

Attachments:

- A) Acknowledgement of Receipt of IFB-115791-DEMETER
- B) Final Bidders List

Distribution List

All Nominated Prospective Bidders

NATO Delegations (Attn: Infrastructure Adviser):

- Albania
- Belgium
- Bulgaria
- Canada
- Croatia
- Czech Republic
- Denmark
- Estonia
- France
- Germany
- Greece
- Hungary
- Iceland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Montenegro
- The Netherlands
- North Macedonia
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Turkey
- United Kingdom
- United States

NATO HQ

- NATO Office of Resources (NOR)
 - CIS and Cyber Capabilities Branch (CCC) Branch Head
 - NOR Secretariat Section (RPPB, IC, BC)

NCI Agency – NATEXs

NCI Agency

ACQ Chief of Acquisition – Ms. J Upton
ACQ Deputy Chief of Acquisition – Mr. A Vitry
ACQ Restricted Contract Award Board Administrator – Mr N Rego
ACQ Principal Contracting Officer - Mr JL Guellec



NATO UNCLASSIFIED

NCIA/ACQ/2023/06536

ACQ Contracting Officer – Mr. R Munteanu
Chief C2 Centre – Dr P. Howland
Project Manager C2 SC – Mr. W Leeming
Legal Office
Registry

NATO UNCLASSIFIED

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ATTACHMENT A
ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID
IFB-115791-DEMETER

Please complete and return (as .pdf scan) within 10 days
by e-mail to: CO115791DEMETER@ncia.nato.int

We hereby advise that we have received Invitation for Bid IFB-115791-DEMETER
on _____, together with all enclosures listed in the Table of Contents.

PLEASE CHECK ONE:

- As of this date and without commitment on our part, we do intend to submit a bid.
- We do not intend to submit a bid.
- We are reviewing the requirements of the IFB and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

ATTACHMENT B FINAL BIDDERS LIST

1	SCYTALIS SA	Greece
2	HAVELSAN HAVA ELEKTRONİK	Turkey
3	ASELSAN ELEKTRONİK SANAYİ	Turkey
4	MILSOFT Y AZILIM TEKNOLOJİLERİ	Turkey
5	TELEPLAN GLOBE AS	Norway
6	SYSTEMATIC AS	Denmark
7	TERIDA	Canada
8	TEL DAT	Poland
9	SYSTEMATIC GmbH	Germany
10	IBM UNITED KINGDOM LIMITED	UK
11	RAYTHEON SOLIPSYS	USA
12	GMV AEROSPACE AND DEFENCE	Spain
13	THALES ESPAÑA SISTEMAS	Spain
14	THALES SIX GTS S.A.S	France

INVITATION FOR BID

IFB-CO-115791-DEMETER

PROVISION OF LAND C2 SYSTEM (DEMETER)



BOOK I BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1. Purpose

1.1.1. The NATO Communications and Information (NCI) Agency has been authorized to invite bids and award a contract for the procurement of new Land C2 Software.

1.1.2. The name of this project is DEMETER. It is authorised under NATO Security Investment Programme (NSIP) Project 2021/OIS03211 and originates from the Capability Programme Plan (CPP) 5A1201 "Future Land Command and Control Information Capability". DEMETER will replace the existing NATO Land C2 system Land Command and Control Information Services (LC2IS).

1.1.3. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2. Scope

1.2.1. The scope of this Invitation for Bid (IFB) is for services to provide the users with the **best available Commercial-Off-The-Shelf (COTS)** software product.

1.2.2. The key capabilities to be delivered are:

- Provide the material part of the FLC2 capability (DEMETER). DEMETER will be the primary C2 software product supporting future NATO land operations and will be used across the full spectrum of NATO operations and missions to support the C2 needs of the NATO Command Structure (NCS) across strategic and operational levels.
- Address initial training aspects of the capability with the provision of the training to the NATO trainers and support personnel. Initial user training will be provided to personnel participating in the activities to declare Initial Operational Capability (IOC).
- Migrate from LC2IS to DEMETER by preparing a detailed Transition Plan, including secure data migration.

1.3. Overview of the Prospective Contract

1.3.1. Book II of this IFB provides the Prospective Contract that will require the selected Contractor to deliver the DEMETER capability. This will be achieved by means of performance of Work Packages (WPs) further defined in the SOW and summarized hereinafter as follows:

1.3.2. Work Package 1 (WP1): Implement initial sites

1.3.2.1. WP1 covers the configuration and implementation of DEMETER in authorized locations (SOW, Table 4.2) inclusive of licenses and all the required activities, such as tests, site surveys and deployments.

1.3.2.2. WP1 also addresses initial training aspects of the capability with the development and provision of the training to the NATO trainers, support personnel and users.

- 1.3.2.3. WP1 includes the migration from LC2IS to DEMETER by preparing a detailed Transition Plan, and performing secure data migration.
- 1.3.2.4. At the successful completion of WP1, the Partial System Acceptance WP1 (PSA^{WP1}) milestone is reached.
- 1.3.3. **Work Package 2 (WP2): Implement remaining sites**
 - 1.3.3.1. WP2 covers the configuration and implementation of DEMETER in the remaining authorized locations, inclusive of licenses, as well as all the required activities, such as tests, site surveys and deployments.
 - 1.3.3.2. WP2 also includes (repeating) the migration from LC2IS to DEMETER.
 - 1.3.3.3. The Contractor will perform the maintenance and support of DEMETER and any follow-on deployed baseline releases or patches to all authorised locations.
 - 1.3.3.4. At successful completion of WP2, the Partial System Acceptance WP2 (PSA^{WP2}) milestone is reached.
 - 1.3.3.5. Final System Acceptance (FSA) will be granted when the Purchaser has verified completeness of the entire scope and has determined that it meets the requirements of the Contract. Subsequently, on successful achievement of the FSA, the warranty period will commence.
 - 1.3.3.6. Starting on the date of the FSA, the Contractor will provide one year warranty for all deliverables and services furnished under this Contract.
- 1.3.4. **Work Package 3: Optional Interoperability Adaptations**
 - 1.3.4.1. This optional WP3 will cover the specified interoperability requirements that require adaptations in order to fully meet the selection criteria.
 - 1.3.4.2. Also adaptations needed for other requirements are included in this WP3.
 - 1.3.4.3. The adaptations in this WP3 will be deployed to production as part of WP2.
 - 1.3.4.4. Any additional costs when this WP3 is exercised should be included in WP3 and not in WP2.
 - 1.3.4.5. At successful completion of WP3, the PSA WP3 milestone is reached (PSA^{WP3}).
 - 1.3.4.6. The Purchaser may decide to exercise any part of this WP3 at any moment before 6 months after contract award.
- 1.3.5. **Work Package 4: Optional Maintenance and Support Services**
 - 1.3.5.1. The optional WP4 specifies the Contractor furnished services for the maintenance and support of DEMETER for ten (10) years, starting from FSA with the first year being concurrent with the warranty period.
- 1.3.6. The Contract will be governed by Book II, Part II (Contract Special Provisions) and Part III (Contract General Provisions).

1.4. Governing Rules, Eligibility, and Exclusion Provisions

1.4.1. This solicitation is an IFB and is issued in accordance with the procedures for International Competitive Bidding (ICB) set forth in NATO document AC/4-D/2261 (1996 Edition) and its Annex X, dated 24 July 2009, with the exception explained in Section 4.3.3 as authorized by the Investment Committee.

1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility and a Certification of solution capability qualifications have been issued by their respective government authorities.

1.5. Best Value Evaluation Method

1.5.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D/2261, Annex X, dated 24 July 2009, and AC/4(2008)0002-REV2 dated 15 July 2015 unless otherwise noted.

1.5.2. The Bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.

1.5.3. Please note that the technical and price evaluations will be conducted in parallel by different evaluation teams.

1.5.4. In the event any information contained in this IFB conflicts with other information in this IFB, the bidder shall refer to the Purchaser all queries for resolution in accordance with the procedures set forth in paragraph 2.6.

1.6. Security

1.6.1. This IFB is classified as NATO UNCLASSIFIED (NU).

1.6.2. Contractor personnel will be required to possess a security clearance of "NATO SECRET" (NS) for the performance of the Contract.

1.6.3. Contractor will be required to handle and store classified material to the level of "NATO SECRET" (NS)

1.6.4. The Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should a Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor can the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.

1.6.5. Contractor personnel working at NATO sites are required to possess a security clearance of "NATO SECRET". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14)

days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

- 1.6.6. 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 may be liable for forfeiture of the Bid Guarantee.

1.7. **Documentation**

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

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

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

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

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

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

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

2.1.1.5. "Participating Country": any of the following 30 NATO nations (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, NORTH MACEDONIA, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.

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

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

2.1.1.8. "NATO Enterprise":

- The NATO Command Structure (NCS);

- The NATO Headquarters (NATO HQ);
- The NATO Agencies: NATO Communication and Information Agency (NCI Agency), NATO Support Agency (NSPA), and Science and Technology Organisation (STO);
- NFS supporting NATO operations or exercises as well as NCI Academy
- NATO Signal Battalions (NSBs);
- Non-located Deployable CIS Module (DCM) Sites;
- Elements of the NATO Force Structure, including the NATO Airborne Early Warning and Control (NAEW&C) and the NATO Alliance Ground Surveillance (AGS) in Sigonella; and
- The NATO training schools: NATO Defence College (NDC), NCI Academy, and NATO School Oberammergau (NSO).

2.2. **Eligibility and Origin of Equipment and Services**

- 2.2.1. All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 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. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to the solution design, related documentation and operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. **Bid Delivery Time and Bid Closing**

- 2.3.1. All bids shall be in the possession of the Purchaser at the address given hereafter before **14h00 (Central European Time) on 03 April 2023** at which time and date bidding shall be closed. If necessary, extension(s) of the Bid Closing Date will be notified with the issuance of formal Amendments to the IFB.
- 2.3.2. Bids shall be delivered to the following address:

By Post:

NATO Communications and Information Agency
ACQ (ATTN: Mr. Radu Munteanu)
Oude Waalsdorperweg 61
2597 AK The Hague, Netherlands

Hand Carried Service or courier:

NATO Communications and Information Agency
ACQ (ATTN: Mr. Radu Munteanu)

Oude Waalsdorperweg 61
2597 AK The Hague, Netherlands

- 2.3.3. Bids forwarded by electronic means are not permitted and will not be considered. Bidders shall note that bid package shall consist of 2 identical copies of USB drive containing required Bid Contents (Ref. paragraph 3.2), accompanied by a Cover letter containing a list of all the files on the USB drives.
- 2.3.4. Bidders are advised that security or other personnel remaining on the premises outside of normal business hours will decline to sign or issue receipts for delivered items. It is the responsibility of the Bidder to ensure that delivery of the bid is performed during duty hours and days.
- 2.3.5. Bids which are submitted to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.
- 2.3.5.1. *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:
- 2.3.5.1.1. A Contract has not already been awarded pursuant to the IFB, and
- 2.3.5.1.2. The Bid was sent to the address specified in the IFB and the delay was solely the fault of the Purchaser.
- 2.4. **Requests for Extension of Bid Closing Date**
- 2.4.1. Bidders are informed that requests for extension to the bid closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser point of contact indicated in paragraph 2.5.1 below.
- 2.4.2. Any request for extension by a NATO Delegation or Embassy shall reach the Purchaser no later than fourteen (14) calendar days prior to the established Bid Closing Date. The Purchaser is under no obligation to answer requests submitted after this time.
- 2.4.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit.
- 2.4.4. Extension(s) of the Bid Closing Date will be notified through issuance of formal Amendments to the IFB.

2.5. Purchaser's Point of Contact

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

Mr Radu Munteanu, Contracting Officer, Acquisition
NATO Communications and Information Agency
Oude Waalsdorperweg 61
2597 AK The Hague, Netherlands
Tel: +31 (0) 70 374 3015
Questions/clarifications: CO115791DEMETER@ncia.nato.int

Bid delivery: All bids shall be delivered as stated in paragraph 2.3.2.

2.6. Request for IFB Clarifications

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

2.6.2. All questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at Annex G: Clarification request form of this Book I. Such questions shall be forwarded to the point of contact specified in paragraph 2.5.1 above and shall be received not later than fourteen (14) calendar days prior to the stated Bid Closing Date. The Purchaser is under no obligation to answer questions submitted after this time.

2.6.3. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification except as noted in paragraphs below.

2.6.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.

2.6.5. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).

2.6.6. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.6.5.

2.6.7. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed

ambiguous, unclear, subject to different interpretation or revelatory of the Bidders identity.

- 2.6.8. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation and may be considered by the Purchaser as grounds for a determination of non-compliance.
- 2.6.9. Except as provided above, all questions will be answered by the Purchaser and the questions and answers will be issued in writing to all prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.6.10. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by issuing a formal IFB amendment in accordance with paragraph 2.8 below.
- 2.6.11. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.12. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

2.7. **Requests for Waivers and Deviations**

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

2.8. **Amendment of the Invitation for Bid**

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. This process may be part of the clarification procedures set forth in paragraph 2.6 above or be an independent action on the part of the Purchaser.

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

2.8.3. All revision or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

2.9. **Modification and Withdrawal of Bids**

2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing paragraph 2.3. Such modifications shall be considered as an integral part of the submitted Bid.

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

2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and remove the Bid from the Purchaser's premises.

2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. **Bid Validity**

2.10.1. Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.

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

- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
- 2.10.4.2. Refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.
- 2.11. **Bid Guarantee**
- 2.11.1. The Bid Guarantee shall be submitted by:
- email either directly by the banking institution or the Bidder to the email address in paragraph 3.3.1, plus
 - mail the original copy to the address in paragraph 3.3.2.
- 2.11.2. The Bidder shall furnish with its bid a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000).
- 2.11.3. The Bid Guarantee shall be substantially similar to Annex C: Bid guarantee – Standby letter of credit as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with “financial institution”) listed in Annex F: List of acceptable banks to issue bid guarantees or issued by a different financial institution and confirmed by any of the banks listed in Annex F: List of acceptable banks to issue bid guarantees. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.
- 2.11.4. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a financial institution listed in Annex F: List of acceptable banks to issue bid guarantees either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a different bank not listed in Annex F: List of acceptable banks to issue bid guarantees to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the

financial institution nor the Contractor can revoke or condition the Standby Letter of Credit.

- 2.11.5. Alternatively, a Bidder may elect to electronically make a cash deposit of the required Guarantee directly to the bank account of the NCI Agency (no cheques). The NCI Agency's bank account details will be provided separately upon request.
- 2.11.6. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.7. Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.
- 2.11.8. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under any of the following conditions:
 - 2.11.8.1. The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the successful bid, withdraws its bid, or states that it does not consider its bid valid or agree to be bound by its bid;
 - 2.11.8.2. The Bidder has submitted a successful bid, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the solicitation documents;
 - 2.11.8.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract at the date of contract signature;
 - 2.11.8.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.9. Bid Guarantees will be returned to Bidders as follows:
 - 2.11.9.1. To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
 - 2.11.9.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.9.3. To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.
 - 2.11.9.4. pursuant to paragraph 2.10.4.2 above.

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 as soon as practicable.

2.13.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence related to this IFB, including IFB amendments and clarifications.

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

2.14. Supplemental Agreements

2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency 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.

2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract, to the extent that either key objectives cannot be accomplished or basic contract principles and Purchaser rights have been abridged.

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

2.15.1. Bidders are instructed to review Clause 28 of the Contract Special Provisions and Clause 30 of the Contract General Provisions set forth in Parts II and III of Book II herein. These Clauses set forth the definitions as well as the terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.

- 2.15.2. Bidders are required to disclose for deliverables pertaining to all Contract Work Packages, and in accordance with Annexes B-10, B-11 and B-12 , the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in the provisions of the Book II Prospective Contract concerning use or dissemination of such Intellectual Property.
- 2.15.4. Bidders are informed that any restriction on use or dissemination of Intellectual Property that conflicts with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract, shall render the bid non-compliant.
- 2.16. **Receipt of an Unreadable Electronic Bid**
- 2.16.1. If a bid received at the NCI Agency's facility through electronic means is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- 2.16.1.1. of the content of the bid as originally submitted, and;
- 2.16.1.2. that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.16.2. A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.16.3. If it is discovered, during either the 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.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective Contract. Furthermore, Bidders shall clearly illustrate the technology, functionalities, processes and procedures being proposed and their level of maturity in relation to the requirements to be satisfied as expressed in the Evaluation Criteria (Section 4) and the Statement of Work (SOW). To this extent, the statements and illustrations made by the Bidders in their technical submission shall be demonstrated by use of Technical Videos described at paragraph 3.5.6.5 which is part of the technical evaluation as described in paragraph 4.3.3.
- 3.1.3. Bidders are informed that the quality, completeness, thoroughness and clarity of the bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as submitted. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final Best Value score.
- 3.1.4. Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.6. The specific format for each volume is stated in paragraph 3.2.
- 3.1.7. The level of classification of any documentation submitted as part of the Bid shall not be higher than NATO UNCLASSIFIED (NU).
 - 3.1.7.1. All notices and communications regarding this IFB shall be written and conducted in English. All documentation submitted as part of the bid shall be in English.

3.2. Bid Package Content and Labelling

3.2.1. The complete Bid shall consist of three distinct volumes as shown in the following table.

Volume/folder	Document format and quantity details	Document labelling
I: Administration	<p><u>One folder on the USB drive, which includes two pdf files:</u></p> <ul style="list-style-type: none"> • The completed, signed certificates found in Annex B: Prescribed administrative forms and certificates, provided as a single pdf file • A copy of the Bid Guarantee. Note: this shall also be delivered by email directly to: <i>NCIAFinanceTreasuryBankGuarantee@ncia.nato.int</i> <p>➤ All of the required contents are detailed in Section 3.3.</p>	<ul style="list-style-type: none"> • 115791-DEMETER-Company Name–Vol-I–Bid-Administration.pdf • 115791-DEMETER-Company Name–Vol-I–Bid-Guarantee.pdf
II: Price	<p><u>One folder on the USB drive, which includes:</u></p> <ul style="list-style-type: none"> • One Excel file, using the Bidding Sheets template provided. • One electronically signed PDF conversion of the Excel file <p>➤ All of the required contents are detailed in Section 3.4.</p>	<ul style="list-style-type: none"> • 115791-DEMETER-Company Name–Vol-II–Price.xls • 115791-DEMETER-Company Name–Vol-II–Price.pdf
III: Technical	<p><u>One folder on the USB drive, which includes:</u></p> <ul style="list-style-type: none"> ➤ Executive Summary: One PDF file. ➤ Table of Content: One PDF file. ➤ Technical Volume Cross Reference Matrix: One Excel file. <p>➤ Part I, Engineering Proposal</p> <ul style="list-style-type: none"> ○ Product Description: One PDF file. ○ Technical Videos: MP4 or PowerPoint files 	<ul style="list-style-type: none"> • 115791-DEMETER-Company Name–Vol-III–Tech001–Executive-Summary.pdf • 115791-DEMETER-Company Name–Vol-III–Tech002–Table-of-Contents.pdf • 115791-DEMETER--Company Name–Vol-III–Tech003-Technical-Volume-Cross-Reference-Matrix.xls <p>- Part I – Engineering Proposal</p>

	<ul style="list-style-type: none"> ➤ Part II, Supportability Proposal <ul style="list-style-type: none"> ○ Supportability Bidders Qualification: One PDF file. ○ Product Roadmap: One PDF file. ○ Support Package: One PDF file. ○ Training Package: One PDF file. ➤ Part III, Management Proposal <ul style="list-style-type: none"> ○ Management Bidders Qualification: One PDF file. ○ Initial Project Management Plan: One PDF file. ○ Initial Risk, Action, Issue, Decision Register: One Excel file. ○ Initial Project Master Schedule: One MS Project file. ➤ All of the required contents are detailed in Section 3.5. 	<ul style="list-style-type: none"> • 115791-DEMETER-Company Name–Vol-III–Tech004-Part I-Product Description.pdf • 115791-DEMETER-Company Name–Vol-III–Tech005-Part I-Technical-Videos-NoX.mp4 (where 'X' is number) - Part II – Supportability Proposal • 115791-DEMETER-Company Name–Vol-III–Tech006– Part II-BQS.pdf • 115791-DEMETER-Company Name–Vol-III–Tech007–Part II-Product-Roadmap.pdf • 115791-DEMETER-Company Name–Vol-III–Tech008–Part II-Support-Package.pdf • 115791-DEMETER-Company Name–Vol-III–Tech009–Part II-Training-Package.pdf - Part III – Management Proposal • 115791-DEMETER-Company Name–Vol-III–Tech010-Part III-BQM.pdf • 115791-DEMETER-Company Name–Vol-III–Tech011- Part III-Initial-PMP.pdf • 115791-DEMETER-Company Name–Vol-III–Tech012- Part III-Initial-RAID.xls • 115791-DEMETER-Company Name–Vol-III–Tech013-Part III-Initial-PMS.mpp
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- 3.2.2. None of the documentation submitted shall be password protected.
- 3.2.3. "Arial" fonts in size 12, or equivalent, shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10, or equivalent, for tables and graphics.
- 3.2.4. "Company Name" – 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.

3.3. Volume I: Bid Administration

- 3.3.1. As explained in section 2.11, the electronic PDF file of the Bid Guarantee (paragraph 3.4.3.17) is to be submitted to:
NCIABankGuarantee@ncia.nato.int
- 3.3.2. In addition, an Original (Paper) copy of the Bid Guarantee shall be sent. This Original (Paper) shall be received no later than seven (7) business days after the Bid Closing Date (in 2.3.1). This Original (Paper) copy shall be sent to:

ATTN: Emira Kapetanovic, Contracting Assistant
NCI Agency Boulevard Leopold III
B-1110 Brussels, Belgium Tel: +32 2 707 8303

- 3.3.3. The volume shall include the certificates set forth in the Annex B: Prescribed administrative forms and certificates to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:
- Annex B-1: Certificate of Legal Name of Bidder
 - Annex B-2: Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests Certificate of Independent Determination
 - Annex B-3: Certificate of Independent Determination
 - Annex B-4: Certificate of Bid Validity
 - Annex B-5: Certificate of Exclusion of Taxes, Duties and Charges
 - Annex B-6: Comprehension and Acceptance of Contract Special and General Provisions
 - Annex B-7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
 - Annex B-8: Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent
 - Annex B-9: List of Prospective Subcontractors
 - Annex B-10: Bidder Background IPR
 - Annex B-11: List of Subcontractor and Third Party IPR
 - Annex B-12: Certificate of Origin of Equipment, Services, and Intellectual Property
 - Annex B-13: Certificate of Price Ceilings
 - Annex B-14: Disclosure of Involvement of Former NCI Agency Employment

- Annex B-15: NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures (Please note this annex does not need to be signed; it is referenced in Annex B-14)
- Annex C: Bid guarantee – Standby letter of credit

3.4. **Volume II: Price Quotation**

3.4.1. General Rules

3.4.1.1. Bidders are advised that the total price shall not exceed:

- the ceiling of EUR 16,837,386 for the contract CLINs 1 to 3.
- the ceiling of EUR 18,430,694 for the contract CLIN 4

3.4.1.2. Bids submitted in excess of the ceiling stated in paragraph 3.4.1.1 will be determined to be non-compliant and eliminated from further consideration.

3.4.1.3. CLIN 3 and 4 are evaluated options; CLIN 5 and CLIN 6 will not be evaluated.

3.4.1.4. Bidders shall prepare their Price Quotation by completing the Bidding Sheets, in accordance with the instructions specified in Annex A: Bidding sheets.

3.4.1.5. 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 and Software Requirements Specification (SRS).

3.4.1.6. Bidders shall furnish Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Fixed Prices for all optional CLINs.

3.4.1.7. 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.

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

3.4.1.9. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

3.4.1.9.1. The currency is of a "participating country" in the project, and

3.4.1.9.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

- 3.4.1.10. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.4.1.11. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.4.1.12. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A: Bidding sheets, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.4.1.13. The Bidder's attention is directed to the fact that the Price Volume shall contain no document and/or information other than the priced copies of the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.
- 3.4.1.14. All prices bid shall be clearly traceable in the detailed bidding sheets.
- 3.4.1.15. Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant.
- 3.4.1.16. The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

3.5. Volume III: Technical Proposal Package

- 3.5.1. No information disclosing or contributing to disclose the bid price shall be made part of the Technical Volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.5.2. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met.
- 3.5.3. Executive Summary
 - 3.5.3.1. Bidders shall provide an overview of the features of their technical proposal in the form of an executive summary. This summary shall demonstrate the Bidder understands the project, the implementation environment and the risks involved.

- 3.5.3.2. The Executive Summary shall not exceed 15 pages.
- 3.5.3.3. This summary shall provide a general description of the major points contained in each of the required sections of the technical proposal and shall demonstrate the depth of the Bidder's understanding of the project, implementation environment and the problems and risks of project implementation. The Bidder shall highlight the strengths of their proposal, also in terms of minimising potential problems and reducing risks while meeting the overall schedule. The Bidder shall further highlight the key points of the technical approach and solution that he believes deserve recognition under a Best Value evaluation scheme.
- 3.5.4. Table of Contents
 - 3.5.4.1. Bidders shall compile a detailed Table of Contents (no page limit) which lists not only the Section Headings but also the major sub-sections and the topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.
 - 3.5.4.2. Heading, section and subsection titles should be appropriately descriptive in order to permit the Purchaser's bid evaluation team to locate relevant material expeditiously.
 - 3.5.4.3. Table of Contents shall also include the reference to the location (path) of each of the Bid Package Volumes and Parts (Ref. Section 3.2) on the delivered USB drive.
- 3.5.5. Technical Volume Cross Reference Matrix (TVCRM)
 - 3.5.5.1. The Bidder shall provide a cross reference matrix to indicate how and where DEMETER evaluation criteria and sub-criteria have been satisfied within the Bid Proposal.
 - 3.5.5.2. The Bidder shall complete the TVCRM by including Bidder's mapping (reference) of each evaluation criteria and sub-criteria to a specific section of the Technical Bid (i.e. Product Description and/or Technical Video). Instructions are provided in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
 - 3.5.5.3. The completed Matrix serves as an index for the Purchaser's Technical Evaluation and also as an index for the Bidder to ensure that all the required information has been provided in the submitted Technical Proposal.
 - 3.5.5.4. In order to support the Bidder in populating the TVCRM, Purchaser is additionally providing Evaluation Criteria to Requirements Matrix (Annex E). This Matrix provides traceability from Evaluation criteria to Capability/Project requirements and Software Requirements Specification (SRS).
- 3.5.6. Part I - Engineering Proposal
 - 3.5.6.1. This part provides technical product information about the available capabilities and features of the proposed COTS software package and the selection criteria (defined in the TVCRM).

- 3.5.6.2. In order to evaluate how well the offered COTS meet the Engineering Selection Criteria, the Bidder shall submit the following documents as part of the Engineering Proposal Package:
- Product Description
 - Technical Videos
- 3.5.6.3. The Engineering Proposal package shall not include detailed information which is publicly available (e.g. Development Methodology).
- 3.5.6.4. Product Description
- 3.5.6.4.1. The Bidder is expected to offer a COTS software package. The Bidder shall provide a Product Description describing its COTS product. The information in the Product Description may include:
- Product overview
 - Product capabilities and the existing feature set
 - User/reference manuals or online help
 - Hardware/software requirements
 - Technical architecture and design key features, with emphasis on interoperability and available interfaces (i.e. APIs)
 - Supported systems (i.e. Operating Systems) and environments (on premise, cloud, hybrid)
 - Type of source code used (open source, proprietary) and licenses requirements
 - Available frontend (i.e. rich client, thin/web-based) and backend deployment options (i.e. bare metal, virtual machines, containers)
 - Previous or existing usage in NATO or National exercises
 - Latest Product Release Notes
 - Accreditation and other security documents (i.e. NIAPC), etc.
- 3.5.6.5. Technical Videos
- 3.5.6.5.1. The Bidder shall demonstrate the functional capabilities of their COTS product by providing a series of documentation, video clips and/or animated presentations where the Human-Machine (user) Interface (HMI) can be seen.
- 3.5.6.5.2. The total combined duration of the technical videos shall not exceed one (1) hour.
- 3.5.6.5.3. The purpose of the Technical Videos is to highlight the product current functionalities and how it can support the SRS as well as the evaluation criteria defined in the TVCRM.
- 3.5.7. Part II - Supportability Proposal
- 3.5.7.1. This part of the Technical Proposal covers the Bidder's approach to meeting requirements related to Deployment, Integrated Product Support (IPS), Operations and Maintenance (O&M), and Training requirements.
- 3.5.7.2. The following documents shall be the part of Supportability Proposal Package:

- Supportability Bidder Qualifications
 - Product Roadmap
 - Support Package
 - Training Package
- 3.5.7.3. The Supportability Proposal package shall not include detailed information which is publicly available (e.g. Support Framework).
- 3.5.7.4. Supportability Bidder Qualifications
- 3.5.7.4.1. The Bidder shall detail its experience and expertise in the area of COTS product maintenance and support.
- 3.5.7.4.2. The Bidder shall provide the information in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.7.4.3. The Bidder Qualifications document shall not exceed 30 pages.
- 3.5.7.5. Product Roadmap
- 3.5.7.5.1. The Bidder shall provide the Product roadmap of its COTS product(s).
- 3.5.7.5.2. The Bidder shall provide the information in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.7.6. Support Package
- 3.5.7.6.1. The Bidder shall provide a package describing its COTS product(s) support and maintenance options.
- 3.5.7.6.2. The Bidder shall provide the information in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.7.7. Training Package
- 3.5.7.7.1. The Bidder shall provide a package describing its COTS product(s) training options.
- 3.5.7.7.2. The Bidder shall provide the information in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.8. Part III - Management Proposal
- 3.5.8.1. This part shall address the Bidder's overall understanding of the requirements of the Purchaser as described in the SOW. The Bidder's strategic vision, objectives and constraints shall be addressed and related to the technical solution described in the Bid. The Management Proposal shall furthermore describe the Bidder's overall approach to Project, Risk and Schedule management.
- 3.5.8.2. The submitted documents shall include sufficient information to demonstrate the Bidder's understanding of the key challenges involved in project DEMETER and demonstrate that the Bidder is proposing an approach that can deal with these challenges.

- 3.5.8.3. The following documents shall be part of the Management Proposal Package:
- Management Bidder Qualifications
 - Initial Project Management Plan (PMP)
 - Initial Project Master Schedule (PMS)
 - Initial Risks, Actions, Issues, Decisions (RAID) Register
- 3.5.8.4. The Management Proposal package shall not include detailed information which is publicly available (e.g. Project Management Methodology).
- 3.5.8.5. Management Bidder Qualifications
- 3.5.8.5.1. The Bidder shall detail its experience and expertise in the area of delivery and management of similar-sized projects for geographically dispersed organizations, with particular emphasis on recent experience in deploying and integrating COTS software solutions for Land C2 systems to meet military or government requirements.
- 3.5.8.5.2. The Bidder shall provide the information in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.8.5.3. The Bidder Qualifications document shall not exceed 30 pages.
- 3.5.8.6. Initial Project Management Plan (PMP)
- 3.5.8.6.1. The Bidder shall provide an initial PMP in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.8.6.2. A full PMP is not required as part of the Bid. However, the Bidder shall provide sufficient detail in the initial PMP such that the Purchaser will be capable of assessing the feasibility of the project.
- 3.5.8.6.3. The initial PMP shall not exceed 40 pages.
- 3.5.8.7. Initial Project Master Schedule (PMS)
- 3.5.8.7.1. The Bidder shall provide an initial PMS in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.8.7.2. A full PMS is not required as part of the Bid. However, the Bidder shall provide sufficient detail in the initial PMS such that the Purchaser will be capable of assessing the feasibility of the project.
- 3.5.8.8. Initial Risks, Assumptions, Issues, Decisions (RAID) Register
- 3.5.8.8.1. The Bidder shall provide an initial RAID Register in accordance with the requirements as described in Annex D: Technical Volume Cross Reference Matrix (TVCRM).
- 3.5.8.8.2. Only the Initial Risk Register is requested at this time.

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2. All bids will be evaluated solely using the formula, evaluation criteria and factors contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3. The evaluation of bids and the determination as to the Best Value Score will be based only on that information provided by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information that is not clearly and unequivocally provided and identified in the Bid. Documents included by reference only will not be considered.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in SECTION 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as his approach and methodologies.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficiently detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the Bid regarding technical matters and shall not make any change to his price quotation at any time.
- 4.1.6. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.7. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed Subcontractors.

4.1.8. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4-D(2008)0002, "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology". The bid evaluation methodology to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the NATO Investment Committee (IC).

4.2. **Best Value Award Approach and Bid Evaluation Factors**

4.2.1. The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the Best Value to NATO, as evaluated by the Purchaser in accordance with the requirements of this IFB and in accordance with the evaluation method specified in this section.

4.2.2. The Best Value Final Score (FS) will be the sum of the weighted Technical Score (TS) plus the Price Score (PS) according to the following formula:

$$FS = (PS*20\%) + (TS*80\%) \leq 100$$

4.2.3. The bid having the highest final score will be selected as the successful bid unless there is a statistical tie.

4.2.4. Price Score – 20% weight

4.2.4.1. The Price Score (PS) shall be determined according to the following formula:

$$PS = 100 * (1 - (Bid Price / (2 * Average Bid Price)))$$

4.2.4.2. Upon approval of the price evaluation report, the technical weighting scheme will be opened and the technical weight will be applied to the raw Technical Score (TS) to produce the weighted technical score.

4.2.5. Technical Score – 80% weight

4.2.5.1. The Technical Score (TS) will be the sum of the weighted Engineering Score (ES), Supportability Score (SS) and Management Score (MS) according to the following formula:

$$TS = ES*70\% + SS*20\% + MS*10\% \leq 100$$

4.2.5.2. The cumulative technical score of the bid will be determined by evaluating and scoring the different areas of submission (Engineering, Management and Supportability) in accordance with the prescriptions of the paragraphs below.

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

4.2.5.4. The scores obtained from the Evaluation Criteria will be aggregated through the formula specified in paragraph 4.2.2 in order to obtain the overall score of each bid.

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

4.3. **Evaluation Procedure**

4.3.1. The evaluation will be conducted in a 4-step process as described below:

4.3.2. Step 1: Administrative Compliance

4.3.2.1. Received Bids will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory requirements shall be determined to be non-compliant and not considered for further evaluation.

4.3.3. Step 2: Parallel Technical and Price Evaluations

4.3.3.1. All Bids having successfully passed Step 1, in Step 2, the Technical and Price evaluations will be performed in parallel. That is, independent teams of evaluators will evaluate the bids as described in Sections 4.5 and 4.64.5.2.3.2 at the same time, instead of waiting for the technical evaluations to be completed before opening the price volumes. However, the final price scores cannot be calculated until after the technical evaluations are complete, since the price score only includes those proposals evaluated as technically compliant.

4.3.3.2. Bidders are advised that, since the evaluations are being conducted in parallel, they should not assume that they have been evaluated as technically compliant if they receive a clarification request regarding the Price volume.

4.3.3.3. Step 2A: Technical Evaluation

4.3.3.3.1. The Technical Proposal Packages will be evaluated against the predetermined top-level criteria and identified sub-criteria (see paragraph 4.5), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.

4.3.3.3.2. Bidders are advised that any Bid whose Technical Proposal receives a composite score of less than 20% of the maximum score possible in any of the sub-criteria listed under paragraph 4.5 may be determined by the Purchaser to be non-compliant and not further considered for award.

4.3.3.4. Step 2B: Price Evaluation

4.3.3.4.1. The Price Quotations of all bids will be opened, evaluated and scored in accordance with paragraph 4.6.

4.3.4. Step 3: Determination of Apparent Successful Bid

4.3.4.1. Upon completion of the Price Evaluation, the Best Value Bid will be determined in accordance with paragraph 4.7 hereafter.

4.4. **Evaluation Step 1 – Administrative Compliance**

4.4.1. Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

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

4.4.1.2. The Bid is packaged and marked properly,

4.4.1.3. The Bid Administration Package contains the documentation listed in paragraph 3.3 and complies with the formal requirements established in paragraph 3.1.

4.4.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.4.1.5. Receipt of an unreadable electronic bid. If a bid received is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO immediately shall notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

4.4.1.5.1. Of the content of the bid as originally submitted; and,

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

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

4.4.3. Bids that are determined to be administratively compliant will proceed to Step 2A, Technical Evaluation, and Step 2B, Price Evaluation.

4.4.4. Notwithstanding paragraph 4.4.3 if it is later discovered in the evaluation of the Administrative Package, Technical Bid or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the SOW, the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

4.5. Evaluation Step 2A – Technical Evaluation

4.5.1. The Technical Proposal will be evaluated against the criteria and sub-criteria set forth in Annex D: Technical Volume Cross Reference Matrix (TVCRM).

4.5.2. Mapping of criteria and sub-criteria against the Bidder's provided evidences shall be done in the TVCRM (as per Section 3.5.5).

4.5.2.1. Engineering Criteria (70% weight)

4.5.2.1.1. The engineering evaluation will be based on the criteria and sub-criteria which appear in descending order of importance as in Annex D: Technical Volume Cross Reference Matrix (TVCRM).

4.5.2.1.2. For each of the listed engineering criteria and sub-criteria, the Bidder shall provide the following evidence:

- Product Description or
- Technical Video

4.5.2.2. Supportability Criteria (20% weight)

4.5.2.2.1. The supportability evaluation will be based on the criteria / sub-criteria listed in descending order of importance in Annex D: Technical Volume Cross Reference Matrix (TVCRM).

4.5.2.3. Management Criteria (10% weight)

4.5.2.3.1. The management evaluation will be based on the criteria / sub-criteria which are listed in descending order of importance in Annex D: Technical Volume Cross Reference Matrix (TVCRM).

4.6. Evaluation Step 2B – Price Evaluation

4.6.1. As stated in Section 4.3.1.2, the Price evaluation will be done in parallel to the Technical evaluation.

4.6.2. The Bidder's Price Quotation will initially be assessed for compliance against the following criteria:

4.6.2.1. The bid price complies with the requirement relevant to the Bid Ceiling Price.

4.6.2.2. In particular, the Bidders shall note that the amount of the CLINs SHALL NOT exceed amounts, as described in paragraph 3.4.1.1.

4.6.2.3. The Price Quotation meets the pricing prescriptions as well as the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section 3.4 and the Instructions for Preparation of the Bidding Sheets in Annex A: Bidding sheets.

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

4.6.2.5. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.6.6 and does not exceed the defined price ceiling as per paragraph 4.6.2.2.

- 4.6.3. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.6.4. Basis of Price Comparison
- 4.6.4.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores and compliance with the stated price ceiling. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.6.4.2. For computation of price scores the Purchaser will use a Present Value analysis of the evaluated prices. This calculation will convert the annual value, per the Payment Schedule, to a total Present Value. The rate to be utilised by the Purchaser will be the European Central Bank 10 Year Euro bond rate at close of business on the last working day preceding the Bid Closing Date.
- 4.6.4.3. The Evaluated Bid Price to be inserted into the formula specified at paragraph 4.2.4 will be the Total Present Value of the annual values of Contract CLIN 1 to CLIN 4. See example Present Value conversion:

10 Year Euro Bond Rate		3.21%
Year	Fixed Price	Present Value
1	€ 2,000,000	€ 2,000,000
2	€ 2,000,000	€ 1,937,797
3	€ 2,000,000	€ 1,877,528
4	€ 2,000,000	€ 1,819,134
5	€ 2,000,000	€ 1,762,556
6	€ 2,000,000	€ 1,707,737
7	€ 2,000,000	€ 1,654,624
8	€ 2,000,000	€ 1,603,163
9	€ 2,000,000	€ 1,553,302
10	€ 2,000,000	€ 1,504,991
11	€ 2,000,000	€ 1,458,184
12	€ 2,000,000	€ 1,412,832
13	€ 2,000,000	€ 1,368,890
Total	€ 26,000,000	€ 21,660,737

- 4.6.5. Accuracy – Order of Precedence
- 4.6.5.1. Bidders are responsible for the accuracy of the price quotation provided. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the clarification procedure described at paragraph 4.1.5, for the purpose of determining the bid price subject to evaluation as per paragraph 4.6.5 (hence computable in the Best Value bid via the application of the formula at paragraph 4.2.4), the fixed prices on the 'Offer Summary' worksheet of the bidding sheets will be taken forward as the price quotation.

4.6.6. Price Balance and Realism

- 4.6.6.1. In those cases in which the prices quoted in relation with this IFB appear to be unreasonably low in relation to the performance required under the prospective contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.
- 4.6.6.2. Indicators of an unrealistically low Bid may be the following, amongst others:
 - 4.6.6.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed;
 - 4.6.6.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material; or
 - 4.6.6.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.6.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following bases:
 - 4.6.6.3.1. An error was made in the preparation of the price quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition and accept the Contract at the offered price, or to withdraw from the competition;
 - 4.6.6.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical Bid offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology; or
 - 4.6.6.3.3. The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

- 4.6.6.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of paragraph 4.6.6.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.6.6.5. If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.6.6.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.6.6.3.3 above, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.
- 4.6.6.6. If the Bidder presents a convincing rationale pursuant to paragraph 4.6.6.3.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.
- 4.6.6.7. The Agency reserves the right to request prime contractors, or the subcontractor to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as: 1) catalogue price lists and any applicable discounts, 2) copies of the subcontractor's orders from others for the same or similar items, including explanations for cost variations, or 3) subcontractor's internal cost estimate, or documentation of whatever means the subcontractor used to arrive at the charge.
- 4.6.6.8. Once the offered prices as described in paragraph 4.6.4.1 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 above will be applied to derive the Price Score of each bid.

4.7. **Evaluation Step 3 – Calculation of Best Value Scores**

- 4.7.1. Upon conclusion and approval of the Price Evaluation results, the pre-determined weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management, and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.2 in order to obtain the Best Value Score of each bid.
- 4.7.2. The highest scored bid will be recommended as the Successful Bid.
- 4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. (For example, final scores of 67.30 and 68.30 are within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a tie.) The Purchaser will

then resolve the statistical tie by awarding the contract to the Bid with the highest weighted technical score.

4.8. Post Evaluation Test Drive

4.8.1. General

4.8.1.1. The apparent winner selected from the Best Value exercise will be invited to install and configure the proposed COTS capability at the Purchaser’s Reference Environment in The Hague, The Netherlands.

4.8.1.2. The aim of the Test Drive is to verify that the proposed COTS solution is in line with the Bid Proposal, in particular with Part I – Engineering Proposal.

4.8.1.3. Test Drive shall include demonstration of a subset of capability/project requirements for which Bidder provided Bid references in the TVCRM (Section 3.5.5) to prove that its offered COTS tool is satisfying or partially satisfying them.

4.8.1.4. Selection of the project/capability requirements to be demonstrated during the Test Drive will be done by the Purchaser, as part of the Test Drive Initial Package (see **Table 1**).

4.8.1.5. The Test Drive will be deemed successful if all Test Scenarios in the Final Test Plan are successfully demonstrated per the Acceptance criteria defined by the Purchaser and within the time limits described in Figure 1.

4.8.2. Schedule

4.8.2.1. Proposed Test Drive Schedule is provided in Figure 1:

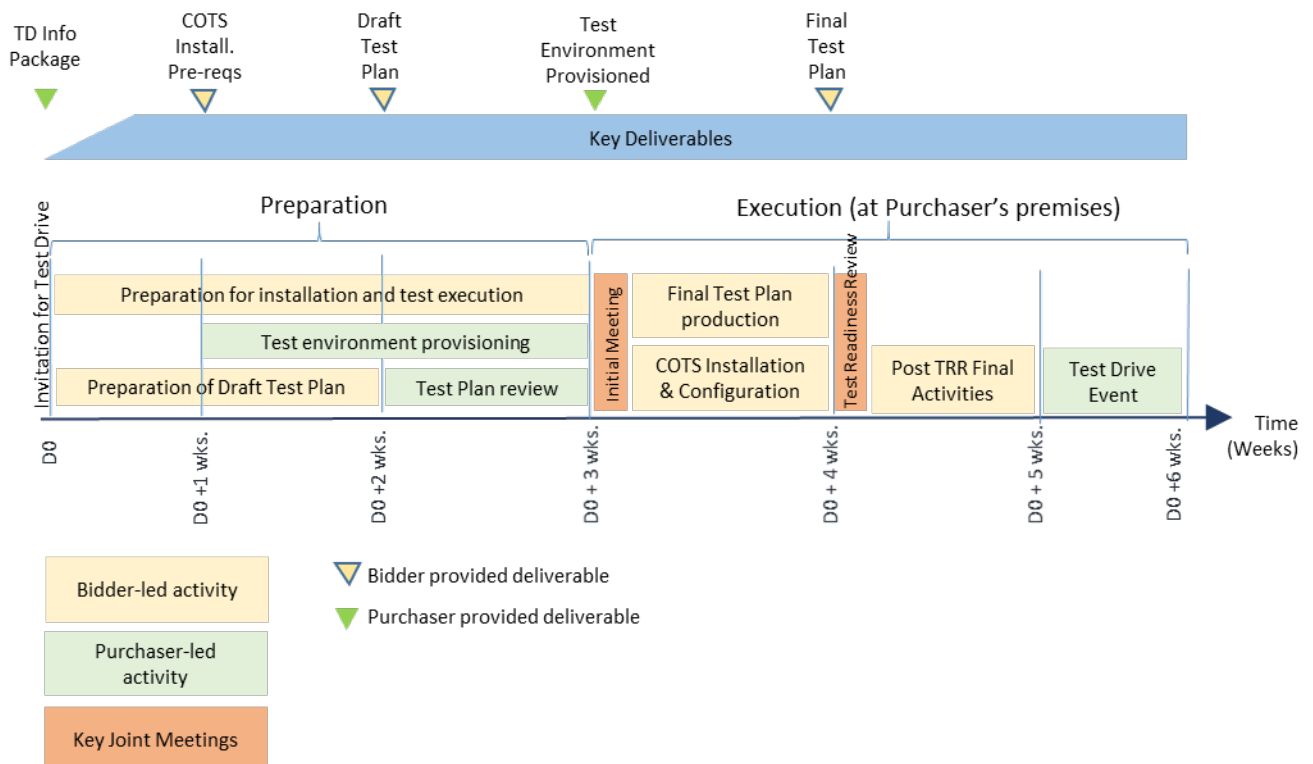


Figure 1 Test Drive Schedule

- 4.8.2.2. The Bidder shall meet or “exceed” the dates mentioned in the Figure 1. “Exceed” shall be understood as a situation where the Bidder has performed the activities within the durations mentioned in the schedule.
- 4.8.2.3. Key deliverables from the Test Drive are described in Table 1.

Table 1 Test Drive Key Deliverables

Activity	Author	Description
Test Drive Info Package	Purchaser	Minimum information: * Scope of requirements selected for Test Drive; * Test drive draft schedule and logistics;
COTS installation pre-requisites	Bidder	* COTS installation hardware (i.e. VM sizing) and software pre-requisites
Draft Test Drive Plan	Bidder	Minimum information: * Proposed Demo scenarios and test cases; * Detailed schedule of test events; * Test Drive requirements (tools, procedures, etc.)
Test Environment Provisioned	Purchaser	Test environment ready for COTS installation
Final Test Plan	Bidder	Final version of above

4.8.3. Process and Key Steps

4.8.3.1. Invitation for Test Drive

- 4.8.3.1.1. Purchaser will trigger the Post Evaluation Test Drive by sending the Invitation for Test Drive incl. Test Drive Information Package to the Bidder.
- 4.8.3.1.2. Remaining contents of the Test Drive Information Package are described in Table 1.

4.8.3.2. Preparation Phase

- 4.8.3.2.1. Preparation Phase will last for maximum 3 weeks and shall be executed remotely (off-site).
- 4.8.3.2.2. Goal of the Preparation Phase is for the Purchaser to prepare for the Test Drive Execution (i.e. visit logistics, staffing, and environment preparation) and for the Bidder to submit the Draft Test Plan, incl. proposed Test Scenarios and Test Cases.
- 4.8.3.2.3. Submission of the Draft Test Plan shall happen no later than 2 weeks after Invitation for Test Drive has been sent by the Purchaser.
- 4.8.3.2.4. Purchaser will review the Draft Test Plan and provide its feedback during the Initial Meeting.

4.8.3.3. Execution Phase

- 4.8.3.3.1. Execution Phase is kicked off by the on-site Initial Meeting. The purpose of the Initial meeting is for the Purchaser to provide feedback on the Draft Test Plan, in particular regarding:
- Test environment pre-requisites and conditions.
 - Test Drive scenarios and test cases.
- 4.8.3.3.2. Once the Initial Meeting is concluded, the Bidder shall remain on-site to:
- Produce the Final Test Plan (based on Initial Meeting feedback), including agreed start date of the Final Test Drive.
 - Start COTS installation and configuration on the Purchaser provided test environment
- 4.8.3.3.3. The Bidder shall submit the Final Test Plan no later than 1 week after the Initial meeting.
- 4.8.3.3.4. Test Readiness Review (TRR) meeting shall be prepared and ran by the Bidder. TRR goal is to review if all preparations for the Test Drive are done, or identify any remaining activities.
- 4.8.3.3.5. Final Test Drive scenarios and test cases will be executed by the Purchaser's team (end users and subject matter experts), with the support of the Bidder.
- 4.8.3.3.6. An unsuccessful test drive may determine the Bidder's Offer to be non-compliant.

ANNEX A: BIDDING SHEETS

See separate Excel Workbook attached
“IFB-CO-115791-DEMETER - Bidding Sheets.xls”

1. INTRODUCTION

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

No alteration of the Bidding sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.

Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders are required, in preparing their Price Volume to utilise the electronic files provided as part of this IFB and referenced in this Annex.

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

This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.

The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.

In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and national sites and Contractor facilities.

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

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

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

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

Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

ANNEX B: PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES

B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____
POSITION: _____
TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____
POSITION: _____
TELEPHONE: _____

Signature of authorised Representative:

Printed Name: _____

Title: _____

Date: _____

Company: _____