



Acquisition Directorate

Boulevard Léopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2023/07010

21 June 2023

To : See Distribution List

Subject : **AMENDMENT 1 TO INVITATION FOR BID – IFB-CO-115881-NID**
Provision of Professional Corporate Event Services

Reference(s) : A. NCI Agency Notification of Intent (NOI), NCIA/ACQ/2023/06678, dd. 14 March 2023
B. NCI Agency Invitation for Bid (IFB), NCIA/ACQ/2023/06908, dd. 24 May 2023

Dear Sir/Madam

1. The purpose of this Amendment 1 is to include responses to the Clarification Requests (CRs A1-A13, P1-P12 and T1-T18 – Attachment C) and to amend the IFB Bidding instructions to revise the Bid Closing Date. The scope as well as the terms and conditions remain unchanged from the initial IFB version.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BID IS HEREWITH EXTENDED BY 2 WEEKS AND IS NOW WEDNESDAY, JULY 12, 2023 at 14:00 Hours Central European Time (CET).**
3. As a direct or indirect result of the above, the Bid Closing Date in Book I: Bidding Instructions is updated and re-issued in its entirety.
4. With the exception of the Bid Closing Date and the aforementioned change of Book I, all other IFB documents remain unchanged from their current version as issued on 24 May 2023.
5. The reference for the Invitation for Bid is **IFB-CO-115881-NID** and all correspondence concerning the IFB should reference this number.
6. In accordance with the NATO Management of Non-Classified NATO Information policy (C-M(2002)60), this IFB and any Amendment thereto is the property of the NCI Agency and shall therefore **NOT** be published on the internet.
7. The overall security classification of this IFB is “NATO UNCLASSIFIED”. This IFB and any Amendment thereto remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.

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8. Bidders are requested to complete and return the enclosed acknowledgement of receipt within 7 (seven) days of receipt of this IFB Amendment 1, informing the NCI Agency of their intention to bid or not to bid. Firms are not bound by their initial decision, and if a firm decides to reverse their stated intention at a later date, it is requested to advise the NCI Agency via e-mail.
9. This Amendment 1 to Invitation for Bid does not constitute either a financial or contractual commitment at this stage. 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:
NATO Communications and Information Agency
Boulevard Leopold III
1110 Brussels, Belgium
Attn: Sarah Hazebroek, Senior Contracting Officer
E-mail: IFBCO115881NID@ncia.nato.int

On behalf of the Chief of Acquisition:

[Original signed by]
Alain Courtois
Principal Contracting Officer

Enclosure: Attachment A: Acknowledgement of Receipt
Attachment B: Updated Bidders List
Attachment C: Answers to Clarification Requests

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ATTACHMENT A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID – AMENDMENT 1

IFB-CO-115881-NID

Please complete and return within 7 days after receipt of the IFB
(via e-mail to IFBCO115881NID@ncia.nato.int):

We hereby advise that we have received Invitation for Bid **IFB-CO-115881-NID - AMD 1** on _____, together with all enclosures listed in the Cover letter.

CHECK ONE

{ } We do intend to submit a bid.

{ } We do not intend to submit a bid.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

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ATTACHMENT B**Updated Bidders List – IFB-CO-115881-NID**

Country	Vendor
Belgium	Event Masters
Belgium	EVENTIQUE
Belgium	CECOFORMA
Belgium	VO-GROUP
Czech Republic	Exponex s.r.o.
Italy	Impianti S.P.A.
Lithuania	UAB „Konsultacijos verslui“
Netherlands	Obsession B.V.
Netherlands	Bourgonje B.V.
Netherlands	Wirtz, Film & Experience Agency B.V.
Poland	Mazurkas Travel Biuro Podr6zy Sp. z o.o.
Poland	Berm Sp. Z.o.o. Sp. K.
Spain	Iventions International Events S.L.U.
United Kingdom	Spektrum Management Group Ltd
United Kingdom	Events.Com(mmunications) LTD
United Kingdom	MCI UK LIMITED
United Kingdom	Knowledge Train Limited
United States	On Par Productions, LLC
United States	Futron Aviation Corporation dba Futron Services
United States	The Event Planning Group, LLC
United States	Tom & Jerry Inc.
United States	Oready LLC

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Distribution List for IFB-CO-115881-NID

Prospective Bidders (sent separately in electronic version)

All NATO Delegations

All NATEXs

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Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
A.1	2.3.1	Would it be possible to request a 2 week extension to the submission deadline	Yes, the Bid Closing Date is extended with 2 weeks to 12 July 2023, 14h00, CET via IFB Amendment 1.
A.2	Past Performance	How many attendees have attended previous events? How many exhibitors have attended previous events? **if specific values are unknown, an estimate would be fine.	The Statement of Work (SOW) section 5.4.1 describes target audience for future events. The previous event attracted 100+ exhibitors and was attended by over 1800 participants.
A.3	General	What has the net square meters been in the past? Gross square meters? Average m2 size of exhibits?	The SOW, Section 13, describes space requirements per area and aligns with past events.
A.4	General	Who were the Service Providers for the last three NATO Edge in-person events (2022 and pre-COVID19)? Who were the primary Points of Contact and their contact information?	This information is not considered essential for the Bidders to submit a Bid. If and when required, the respective information will be provided with the Service Provider during Contract execution.
A.5	General	Who were the Service Provider(s) Corporate Sponsors?	See answer A.4.
A.6	General	Can we have a list of attending organizations and representatives with contact information as a baseline for communications campaign?	The respective information will be provided with the Service Provider during Contract execution. See also SOW Section 6.2.1 [31].
A.7	General	Has NATO ever sourced the NATO Edge using internal assets? If so, when?	NCI Agency Furnished Property is indicated in the prospective Contract.

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
A.8	General	Did NATO host virtual NATO Edge conferences during COVID19?	No, as per SOW section 5.1, para [12], NATO Edge is foreseen as in-person event. NATO Edge combines the Agency's two previous flagship events, NITEC and NIAS. Only for NITEC two fully virtual editions were previously held during the pandemic.
A.9	General	After Action Reviews/Official Summaries-What were major Technical and Costs lessons learned by both the Service Provider and NATO Edge Board of Directors (Office of Professional Responsibility (OPR)).	Lessons learned from past Flagship events will be shared with the Service Provider during Contract execution. The Agency incorporated relevant lessons learned in the prospective Contract.
A.10	General	Was there a net profit or net loss for Service Provider for NATO EDGE 22?	In accordance with SOW, Section 6, it is expected that the price shall cover all costs <u>plus a profit</u> margin per event.
A.11	General	Were there any critical shortfalls, gaps, Service Provider performance failures, any issues with venue, logistics, speakers, or any other aspect of the NATO Edge 22 planning and execution?	See answer A.9.
A.12	General	Was there any breach of contract, any past or ongoing litigation?	The former Contract came to expiry. Current requirements for the Provision of Professional Corporate Event Services are being re-competed per this IFB.
A.13	General	Request attendee survey results from NATO Edge 2022. Any relevant information from past events would be excellent such as what attendees liked and disliked about past events to help ensure we address relevant items in our approach.	Overall event satisfaction rate "very good". Further survey results will be shared with the Service Provider during Contract execution.

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
P.1	General	For the last iteration of this contract, what were the sponsorship total revenues? Will the Govt provide a list of sponsors (and level, if applicable) for the last iteration?	In accordance with SOW 6.2.3, the Service Provider has the possibility to generate revenue out of sponsorship opportunities <u>as best suited for this event</u> . Sponsorship opportunities are at the discretion of the Service Provider. Regarding sponsor lists, see also answer A.6.
P.2	General	Will the Govt please provide the risk registers for the last iteration of this contract? Is there a lessons learned document that can be provided?	Risk Register is expected to be provided by the Service Provider as per SOW section 10, para [70]. See also answer A.9.
P.3	General	What has been the overall/average exhibits revenue?	In accordance with the SOW, Section 6, the Service Provider shall generate revenue from the sale of exhibition space packages, conference attendee fees, and sponsorship opportunities. Pricing will be set at the discretion of the Service Provider, but with consultation of the Agency prior to finalization. To determine the pricing, a cost-plus pricing model shall be followed. I.e. the price shall cover all costs plus a profit margin per event which is deemed fair and reasonable and market-conform.
P.4	General	What have been the overall/average tickets revenue?	In addition to answer to P.3 and as an example only, for the 2022 NATO Edge event specifically, the individual industry attendee fee was EUR 845. A different attendee fee was requested from exhibitors

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
			depending on the sales package with customized services.
P.5	General	Is the Service Provider responsible for the cost associated with side room spaces?	Side rooms are part of the overall venue requirement as per SOW section 13.3.8, to be provided by the Service Provider.
P.6	General	Is the Service Provider responsible for the cost associated with social events?	Social events are integral part of NATO Edge event SOW 5.1, para [11]. As per SOW section 14.3, para [167;168] levels of support, including cost, for social events will be coordinated between the Agency and Service Provider. The Host Nation might want to contribute in addition to the arrangements provided by the Service Provider. SOW 6.2.3, para [33] mentions a possibility to generate revenue out of sponsorship opportunities including social events.
P.7	General	Can NATO please provide the currency exchange rates that will used to conduct price evaluations?	As per IFB Book I, Bidding Instructions, para 4.6.4.1, the exchange rate "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."
P.8	IFB Book II - Prospective Contract: Contract Provisions and SOW	Can NATO please clarify how Offerors are to invoice NATO for these services?	<p>Services shall not be invoiced to NATO. As per the prospective Contract, Contract Provisions Articles 7 and Article 9, the Contract is a 'service concession type' Contract. The Service Provider shall carry all financial and economic risks arising out of and in connection with the scope of this Contract.</p> <p>In addition, the SOW Section 6, further specifies that the Service Provider shall assume all financial risk for</p>

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
			running the event, and is compensated through revenue from exhibition space packages, conference attendee fees, and sponsorship opportunities.
P.9	IFB Book II - Prospective Contract: Contract Provisions Article 10.	Can NATO please clarify how orders for events will be issued?	See Article 10 "Options and Additional Contract Tasks" of the Contract Provisions.
P.10	IFB Book I Bidding Instructions	Will NATO be evaluating whether or not the proposed prices are too low for the services required?	Yes, as per Book I Bidding Instructions, para 4.6.2.12 and section 4.6.5, one of the Price criteria is Price Realism, evaluating if the proposed prices are a "realistic reflection of the objective cost of performance of the associated technical proposal".
P.11	IFB Book I Bidding Instructions	Are any of the prices, rates or quantities included in our pricing of the Scenarios binding on offerors in any way?	As per Book I Bidding Instructions para 3.5.1.1 and para 4.6.2.2, "These prices are non-binding and used only for the price evaluation." However, Bidders should also note the prospective Contract, SOW Section 6, para 24, which includes that price shall follow a cost-plus model that covers all costs plus a profit margin per event which is <u>deemed fair and reasonable and market-conform.</u>
P.12	IFB Book II - Prospective Contract: Contract	How will the successful offeror be paid for their services?	See also answer P.8. As per Book II Prospective Contract, Contract Provision Article 9 and SOW section 6, para 24, revenue shall be generated "from the sale of exhibition space packages, conference attendee fees, and sponsorship opportunities."

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
	Provisions and SOW		This is further stated that "a cost-plus pricing model shall be followed. I.e. the price shall cover all costs plus a profit margin per event which is deemed fair and reasonable and market-conform."

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
T.1	IFB Book I Bidding Instructions, 3.6, page 18	Is there a page limit for this volume? If yes, please elaborate if the page limitation for the volume in it's entirety, or what the limitations are per Section. Font guidelines for text? Font guidelines for tables, graphics, figures, etc.? Margine guidelines?	No page limit is set. However, Bidders should focus on submitting relevant and quality information in their Bids. Please review the Bidding Instructions Section 3 "Bid Preparation Instructions" regarding Bid Package Content, that defines format of documents to be submitted, email size and other requirements. It does not specify guidance for font, graphics or margins to comply with.
T.2	Book I, Bidding Instructions, Section 3.	Can we include a single cover page for each volume which includes the Bidder's name and contact information, and the solicitation details (solicitation #, agency, POC, etc.)	Bidders are not to include such a cover page for each volume. Please review the Bidding Instructions Section 3 "Bid Preparation Instructions" regarding Bid Package Content, Package marking and Volumes.
T.3	Book I Bidding Instructions 3.6.4.3.2 Corporate Experience	Please elaborate on this requirement. Is the Govt looking for a description of 4 similar conference/events that took place simultaneously? Or is the Gov't looking for a description of 4 similar conferences/events? Should these references be within a specific time period? Within the last 3 years? 5 years? Another timeframe?	The order of events is not considered relevant. Bidders are expected to provide a short description of 4 similar/comparable/recent conferences/events; not limited to a specific timeframe.

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
T.4	Book I Bidding Instructions 3.6.4.3.2 Corporate Experience	What do you mean by "proof track of record?" Is the Govt looking for a contract award document? Will a copy of the FPDS entry suffice? Please elaborate.	Bidders are expected to provide adequate documentation that proves their role in organizing 4 similar conferences/events, that they describe for the requirement 3.6.4.3.2.
T.5	Book I Bidding Instructions 3.6.4.4	Please elaborate on this requirement. What does the Govt mean by 2 past performance references <i>duly</i> completed? Should these references be two of the four required in section 3.6.4.3.2? Should these references be within a specific time period? Within the last 3 years? 5 years? Another timeframe?	<p>In accordance with 3.6.4 and 4.5.2.3.3 of the Bidding Instructions the Bidder shall provide and include 2 Past Performance reference documents (per Annex C to the Bidding Instructions) duly filled out and completed by previous customers, clearly demonstrating the Bidder's experience. If by no means possible, Bidders are allowed to submit a Customer past performance statement document, accompanied by the template filled in by the Bidder and exclusively containing information included in the Customer past performance statement provided.</p> <p>If relevant and applicable the same cases can be used as examples requested under 3.6.4.3.2 and 4.5.2.3.2 of the Bidding Instructions.</p>
T.6	Book I Bidding Instructions	Do Bidders submit Annex C to our project/contract POC and then the POC sends it to the Govt? Or does the POC send it back to the Bidder to then include with our proposal?	The POC (previous Customer) sends it to the Bidder and the Bidder includes it in the Management Proposal of Volume 3. See also Bidding Instructions 3.3.2.3, 3.6 and 4.5.2.3.

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
	3.6.4.4 and Annex C	If the Project/Contract POC is submitting the form directly to the Govt, to whom should the form be submitted?	
T.7	Book I, Page I-20; 3.6.6, Section 3 Support ability	When the Gov't states "across the Alliance," please elaborate on what this means. Does this mean across all 31 member countries? Is the Govt looking for Bidder's with offices/facilities/etc. in specific member countries? If yes, which countries? Do bidders need to have presence in multiple countries in order to score well in this section?	Bidders are expected to demonstrate their ability to organise the event in any of the NATO Nations and how they intend to meet the requirements in the prospective Contract. See also SOW Section 5.2.
T.8	Book I, Bidding Instructions 3.6.4.3.1 Key Personnel	Please confirm that there are 3 key personnel – Project Manager, Production Manager, and AV Manager.	Yes, 3 roles are described as Key Personnel in SOW Section 9. See also Contract Provisions Article 14, Key Personnel.
T.9	Book I, Bidding Instructions 3.6.4.3.1 Key Personnel	Is there a specific format for the CVs? Can Bidder's use our own format? What information does the Govt want to see for each key personnel?	No specific format required, own format accepted, given it demonstrates that proposed candidates possess education, experience and qualifications to enable the work and support as needed to fulfil the SOW requirements.

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
T.10	N/A – General	Please confirm that the agency will be creating the content for all programming?	The Agency is responsible for overall content and programming of plenary programme, workshops and potential side events. However, as per SOW 6.2.1, para [30], timeslots to present in the Innovation Theatre may be included as part of an Exhibition space package or sold as a separate item, with priority given to Exhibitors.
T.11	N/A/ - General	Please confirm that the agency will be sourcing, managing, and confirming all speakers.	See answer T.10
T.12	N/A – General	Please describe “closed side-events.”	Using existing facilities (for example workshop areas) the Agency may hold side-events/sessions, inviting selected small group from registered audience (up to 50 participants) to a thematic roundtable discussion.
T.13	N/A – General	Is it required to include AV?	See answer T.12.
T.14	Book I Bidding Instructions 3.6.4.4	Will NATO please provide an editable PDF copy of the Past Performance Questionnaire (Annex C)? The provided Annex C was provided in the format of a picture.	Bidders are informed that they can a) open the document with “PDF edit” while using the function “add text”, b) convert to a Word version or c) print, complete and scan a copy. A Word copy is provided with this IFB Amendment 1.
T.15	Book I Bidding Instructions 3.6.4.4	How would NATO prefer to receive the completed questionnaire? Should the bidder obtain the completed questionnaire directly and place it in the volume, or would NATO prefer bidders have the completed	See answer to T.6.

Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer
		questionnaires provided to NATO directly with only the general information sections included in the bidder response?	
T.16	General	Would NATO consider extending the bid closing date since the completion of Annex C will require assistance from third parties who have not been able to complete the document to date since it is not an editable form?	See answers to A.1.
T.17	Book I Bidding Instructions 3.6.4.1.1.	According to the Specifications, 'the Bidder shall provide a draft PMP in accordance with SOW requirements for a single Flagship Event'. Can you clarify the characteristics of the Single flagship event mentioned? Do the Bidder need to choose between Scenario 1 and scenario 2 in the Management Proposal ? or do we have to provide a narrative for a generic single flagship event ?	In accordance with bidding instructions para 3.6.4.1.1 the Bidders are expected to provide a draft PMP for a single (generic) Flagship event as per requirements detailed in the SOW.
T.18	Book I Bidding Instructions 3.6.4.4. and Annex C	Past Performance Reference document. Is the Contractor aware that the European Commission is not prepared to sign such a document, since it is against their policy, and the same may apply to some national governments and other public institutions? In such a case, if large international events organised for the European Commission or another body are the most relevant but they cannot sign such a document, what alternative steps can a bidder take to demonstrate the success of these events?	See answer T.5

INVITATION FOR BID

IFB-CO-115881-NID

PROVISION OF PROFESSIONAL CORPORATE EVENT SERVICES



BOOK I

BIDDING INSTRUCTIONS

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SECTION 1. INTRODUCTION

1.1. Purpose

- 1.1.1. The purpose of this solicitation is to invite Bids for establishing a Contract for the provision of Professional Corporate Event Services.

1.2. Scope

- 1.2.1. For the scope of this upcoming opportunity, the Agency is seeking a Contractor to provision professional corporate event services to support the successful organization and operation of the NCI Agency flagship event(s) with Defense and C4ISR Industry.

1.3. Overview of the Prospective Contract

- 1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver corporate event services support in a number of areas. This will be achieved within the framework of the Contract resulting from this Invitation for Bid (IFB) by the means of performance of Contract requirements further defined in the Statement of Work (SOW).

1.4. Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1. This solicitation is an International Invitation for Bid and is governed by the NATO Financial Regulations and NCIO Financial Rules and Procedures, unless otherwise noted.

- 1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.

1.4.3. Best Value Evaluation Method

- 1.4.3.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Methodology.

- 1.4.3.2. The evaluation procedure conducted under this Invitation for Bid will be the Best Value procedure solely as described in these Bidding Instructions. While the process may mirror the principles of the “Budget Committee - Budget Procurement Guidance” with reference BC-D(2018)0004-FINAL, those rules do not govern this procurement.

- 1.4.3.3. The bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.

- 1.4.4. This IFB will not be the subject of a public Bid opening.

- 1.4.5. In the event that any information contained in this IFB conflicts with other information in this IFB, the Bidder shall refer to the NCI Agency all queries for resolution in accordance with the procedures set forth in paragraph 2.7 "Request for IFB Clarifications".

1.5. Security

- 1.5.1. This Invitation for Bid is NATO UNCLASSIFIED.

1.6. Bidders Conference

- 1.6.1. Bidders shall note that no Bidders Conference will be held for this IFB.

1.7. Documentation

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

SECTION 2. GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1. In addition to the definitions and acronyms set in the Contract Provisions of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid 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, also referred to as "Service Provider", 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. "IFB": Invitation for Bid.
- 2.1.1.6. "Participating Country": any of the NATO nations contributing to the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES
- 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. “Beneficiary”: NATO Communications and Information Agency (NCI Agency) or its legal successor.

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. As stated in paragraph 1.4.2 above, only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries. Contractor (and any sub-Contractor) personnel performing work in relation to the scope of this IFB and the prospective Contract shall have the nationality of a Participating Country.

- 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 all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. Bid Delivery and Bid Closing

- 2.3.1. All Bids shall be in the possession of the NCI Agency at the email address given below on or before **Wednesday, July 12, 2023 at 14:00 Hours Central European Time (CET)**, at which time and date bidding shall be closed.

- 2.3.2. Bids shall be delivered in electronic format in accordance with the specifications in Section 3 below, to the following e-mail address:

IFBCO115881NID@ncia.nato.int

2.4. Late Bids

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

- 2.4.1.1. Bids may be considered late if the Bidder has not completed the entire transmission of the bid before the closing date and time for receipt of bids under this solicitation.

- 2.4.2. Consideration of Late Bid

- 2.4.2.1. The NCI Agency considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified bid closing time. A late Bid will only be considered for award under the following circumstances:
- 2.4.2.1.1. A Contract has not already been awarded pursuant to the Invitation for Bid, and;
 - 2.4.2.1.2. the Bid was sent to the correct email specified in paragraph 2.3 above, and;
 - 2.4.2.1.3. the delay was due solely to the fault of the NCI Agency.
- 2.4.3. Receipt of an Unreadable Electronic Bid
- 2.4.3.1. If a bid received is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- 2.4.3.1.1. of the content of the bid as originally submitted, and;
 - 2.4.3.1.2. that the unreadable condition of the bid was caused by NCI Agency software or hardware error, malfunction, or other NCI Agency mishandling.
- 2.4.3.2. A bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the NCI Agency.
- 2.4.3.3. If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.
- 2.5. Requests for Extension of Bid Closing Date**
- 2.5.1. The NCI Agency does not anticipate, except in exceptional cases, accepting Bidder requests to extend the Bid Closing Date. Bidders are informed that requests for extension to the Bid Closing Date for the IFB shall be submitted only via the point of contact indicated in paragraph 2.6 below. Any request for extension shall be submitted by the Bidder no later than 14 days prior to the initial Bid Closing Date. Extensions to the Bid Closing Date are at the sole discretion of the NCI Agency.
- 2.6. NCI Agency's Point of Contact**
- 2.6.1. The NCI Agency point of contact for all information concerning this Invitation for Bid is:

NATO Communications and Information Agency
Acquisition Directorate
Attention: Sarah Hazebroek, Senior Contracting Officer

E-mail: IFBCO115881NID@ncia.nato.int

2.7. Request for IFB Clarifications

- 2.7.1. 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.
- 2.7.2. All requests for clarification and questions shall be forwarded to the NCI Agency using the Clarification Request Form provided at Annex D of this Book I. Bidders are required to keep the classification of their request(s) NATO UNCLASSIFIED. Such requests shall be e-mailed to the point of contact specified in paragraph 2.6 above and shall arrive not later than fourteen (14) calendar days prior to the initial Bid Closing Date. The NCI Agency is under no obligation to answer requests for clarification submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder 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 2.7.3 below.
- 2.7.3. Additional requests for clarification and questions are limited only to the information provided as answers by the NCI Agency to Bidder requests for clarification. Such additional requests shall arrive not later than **23 June 2023**.
- 2.7.4. It is the responsibility of the Bidders to ensure that all clarification requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mean used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.7.5. The NCI Agency 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 2.7.4.
- 2.7.6. The NCI Agency 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.

- 2.7.7. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation and may be considered by the NCI Agency as grounds for a determination of non-compliance.
- 2.7.8. Except as provided above, all questions will be answered by the NCI Agency and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.7.9. The published answers issued by the NCI Agency shall be regarded as the authoritative interpretation of the Invitation for Bid. Amendment to the language of the IFB included in the answers shall be incorporated in the Bidders offer.
- 2.7.10. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the NCI Agency deems necessary to issue revised documentation, the NCI Agency will do so by the means of the issuance of a formal IFB amendment in accordance with paragraph 2.9 below.
- 2.7.11. The NCI Agency 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).

2.8. Requests for Waivers and Deviations

- 2.8.1. 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, waivers or deviations from the terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.7 above.
- 2.8.2. 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 NCI Agency as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9. Amendment of the Invitation for Bid

- 2.9.1. The NCI Agency may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the Bid Closing Date. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the NCI Agency Contracting Authority. This process may be part of the

clarification procedures set forth in paragraph 2.7 above or may be an independent action on the part of the NCI Agency.

- 2.9.2. Such amendment may be accompanied by an acknowledgement of receipt which the Bidder shall complete and forward to the NCI Agency.
- 2.9.3. The NCI Agency will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper Bid within the allotted time. The NCI Agency may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.9.4. All IFB revisions or amendments issued by the NCI Agency shall also be acknowledged by the Bidder in its Bid by completing the Administrative Certificate "Acknowledgment of Receipt of IFB Amendments" at Annex B to these Bidding Instructions. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

2.10. Modification and Withdrawal of Bids

- 2.10.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the NCI Agency prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.
- 2.10.2. 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 NCI Agency 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 NCI Agency, the modified Bid may be used as the basis of Contract award. The NCI Agency, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.10.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid.

2.11. Bid Validity

- 2.11.1. Bidders shall be bound by the term of their Bids for a period of six (6) months starting from the Bid Closing Date specified in 2.3 above.

- 2.11.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B. Bids offering less than the period of time referred to above for acceptance by the NCI Agency may be determined to be non-compliant.
- 2.11.3. The NCI Agency will endeavour to complete the evaluation and make an award within the bid validity period. However, should that period of time prove insufficient to render an award, the NCI Agency reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.11.4. Upon notification by the NCI Agency of such a request for a time extension, the Bidders shall have the right to:
- 2.11.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
- 2.11.4.2. refuse this extension of time and withdraw the Bid, in which case the NCI Agency will return to the Bidder its Bid Guarantee (if applicable).
- 2.11.5. Bidders shall not have the right to modify their Bids due to a NCI Agency request for extension of the Bid validity unless expressly stated in such request.
- 2.12. Bid Guarantee**
- 2.12.1. No Bid Guarantee is required.
- 2.13. Cancellation of Invitation for Bid**
- 2.13.1. The NCI Agency 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 NCI Agency for payment of any sort shall arise and in no event will any Bidder have cause for action against the NCI Agency for the recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.
- 2.14. Electronic Transmission of Information and Data**
- 2.14.1. The NCI Agency will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.14.2. Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible. Except for those cases in which electronic transmission of documentation is not permissible (i.e. documents with security classification mandating specific transmission methods) the NCI Agency will rely exclusively on

electronic means to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.15. Notice to Bidders of Contract Distribution and Disclosure of Information

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

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

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 NCI Agency and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements in confirmatory terms only. 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 as included in the prospective Contract. Also, in accordance with the prescription of this Section, Bidders shall clearly illustrate the services, processes and procedures being proposed and their level of maturity in relation to the requirements to be satisfied as expressed in the Statement of Work (SOW).
- 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 NCI Agency may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final Best Value score.
- 3.1.4. Partial Bids and/or bids containing conditional statements may be declared non-compliant.
- 3.1.5. Bidders are advised that the NCI Agency 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. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the NCI Agency (e.g. Reports in MS Word or PDF).
- 3.1.7. All documentation submitted as part of the bid shall be classified no higher than "NATO UNCLASSIFIED".
- 3.1.8. 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

3.2.1. The complete bid submission shall consist of three (3) **distinct and separated** volumes as described in the following paragraphs and table.

3.2.2. All e-mails submitted shall be less than 20MB per e-mail.

3.2.3. Acceptable File formats

3.2.3.1. Unless otherwise directed, files can be submitted in Adobe PDF format.

3.2.3.2. The NCI Agency does not accept hard copies of bids, CDs, thumb drives or Zip files.

3.2.4. Format and quantity details:

Volume	Format and Quantity Details
I: Administrative envelope	<p><u>File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 PDF file, with digital or handwritten signatures. <ul style="list-style-type: none"> ➤ This volume shall NOT be password-protected. ➤ All of the required contents are detailed in Section 3.3 and 3.4 below.
II: Price envelope	<p><u>File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 Excel file, using the Bidding Sheets template provided • 1 PDF copy of the completed Bidding Sheets <ul style="list-style-type: none"> ➤ This volume shall NOT be password-protected. ➤ All of the required contents are detailed in Section 3.5 below.
III: Technical envelope	<p><u>File Submitted by Email, which includes:</u></p> <p>Technical Service Proposal, composed of following parts:</p> <ul style="list-style-type: none"> • Executive Summary (1 PDF file) • Table of Contents (1 PDF file) • Cross Reference Table (1 PDF file) • Section 1: Management Proposal (1 PDF file) • Section 2: Business Proposal (1 PDF file) • Section 3: Supportability Proposal (1 PDF file) <ul style="list-style-type: none"> ➤ This volume shall NOT be password-protected ➤ If necessary, the technical volume may be separated into more than one email, while maintaining the structure of bullets described above. ➤ All of the required contents are detailed in paragraph 3.6 below. Bidders shall note that all documents should be allocated and duplicated as appropriate to each individual section.

3.3. Package Marking

3.3.1. The proposal shall be sent via three (3) separate e-mails to the Bid Delivery email address specified in paragraph 2.3 above. The e-mails shall have the following subject lines:

- IFB-CO-115881-NID Official Bid for *Company Name*, Volume I – Bid Administration,
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume II – Price,
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, (*if necessary: email 1 of 2 / email 2 of 2*)

3.3.2. The individual electronic files sent by email shall have the following names:

3.3.2.1. Volume I:

- IFB-CO-115881-NID Official Bid for *Company Name*, Volume I – Bid Administration

3.3.2.2. Volume II:

- IFB-CO-115881-NID – Book 1 Annex A Bidding Sheets – *Company Name* Official Bid.xlsx
- IFB-CO-115881-NID – Book 1 Annex A Bidding Sheets – *Company Name* Official Bid.pdf

3.3.2.3. Volume III:

- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, Part 1 – Executive Summary
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, Part 2 – Table of Contents
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, Part 3 – Cross Reference Table
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, Part 4 – Section 1: Management Proposal
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, Part 5 – Section 2: Business Proposal
- IFB-CO-115881-NID Official Bid for *Company Name*, Volume III – Technical, Part 6 – Section 3: Supportability Proposal

3.3.3. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

3.4. Volume 1 – Bid Administration Envelope

3.4.1. Contents: One file submitted by email, containing one PDF file comprised of all of the required documentation stated in paragraphs 3.4.2.1 through 3.4.2.12 below.

3.4.2. No indication disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription may result in the bid being declared non-compliant. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The Certificates are as follows:

3.4.2.1. Annex B-1 (Certificate of Legal Name of Bidder)

3.4.2.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)

3.4.2.3. Annex B-3 (Certificate of Independent Determination)

3.4.2.4. Annex B-4 (Certificate of Bid Validity)

3.4.2.5. Annex B-5 (Certificate of Origin of Equipment, Services, and Intellectual Property)

3.4.2.6. Annex B-6 (Comprehension and Acceptance of Contract Provisions)

3.4.2.7. Annex B-7 (List of Proposed Key Personnel)

3.4.2.8. Annex B-8 (List of Prospective Sub-contractors/Consortium Members)

3.4.2.9. Annex B-9 (Bidder Background IPR)

3.4.2.10. Annex B-10 (Sub-Contractor and Third Party IPR)

3.4.2.11. Annex B-11 (Disclosure of Involvement of Former NCI Agency Employment)

3.4.2.12. Annex B-11.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

3.5. Volume 2 - Price Envelope

3.5.1. Introduction

- 3.5.1.1. The Bidding Sheets include 2 (two) example scenarios for the event services specified in this IFB, as detailed in Annex A-1. Both scenarios shall be completed as part of the Price Quotation. These prices are non-binding and used only for the price evaluation.
- 3.5.2. Package Contents
- 3.5.2.1. Contents: Two files submitted by email, one containing the complete set of sheets contained in the electronic file “IFB-CO-115881-NID – Book 1 Bidding sheets.xlsx” submitted as part of this IFB in Annex A-1 and the second, a PDF copy of the completed bidding sheets. In case of any discrepancies between the files the PDF copy of the bidding sheets shall take precedence.
- 3.5.3. Pricing Prescriptions
- 3.5.3.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in paragraph 3.5.2 above, in accordance with the instructions specified in Annex A-1 (Bidding Sheets). Failure to abide to such prescriptions may lead to the bid being declared non-compliant.
- 3.5.3.2. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets, unless indicated. 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 for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.5.3.3. When completing the Bidding Sheets the Bidder shall insert information in all yellow cells of the Bidding Sheets and complete the Offer Summary as instructed. A price for each specified element needs to be supplied on each Contract Line Item Number (CLIN) in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies; unless Bidders choose to use one bidding sheet per currency. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The instruction tab within the Bidding Sheets (first tab in the excel document) and the Annex A-1 (Instructions for the Preparation of Bidding Sheets) provide a description on how to fill-in the Bidding Sheets.
- 3.5.3.4. Bidders shall furnish prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

- 3.5.3.5. Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.
- 3.5.3.6. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the NCI Agency’s favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.3.7. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.3.7.1. the currency is of a "Participating Country" in the project, and the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.3.8. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-1, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS ® 2020.
- 3.5.3.9. The Bidder’s attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.6. Volume 3 - Technical Proposal Envelope

The Technical Proposal shall address all the requirements of the SOW and describe delivery of a Flagship Event over a period of 10 to 12 months. The Technical Proposal shall contain an Executive Summary, Table of Contents, Cross Reference Table, Management Proposal, Business Proposal and Supportability Proposal:

3.6.1. Executive Summary

- 3.6.1.1. Bidders shall provide an overview of the salient features of their technical service proposal in the form of an executive summary.

This summary shall provide a general description of the major points contained in each of the required sections below of the technical proposal and shall demonstrate the depth of the Bidder’s understanding of the project.

The Bidder shall highlight the strengths which it and its team brings to the project.

This summary shall not exceed 2 pages.

3.6.2. Table of Contents

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

3.6.3. Cross Reference Table

3.6.3.1. Bidders shall provide a fully completed Cross Reference Table using the Cross Reference Table in Annex E to these Bidding Instructions.

3.6.4. Section 1 – MANAGEMENT PROPOSAL:

The Management Proposal shall include:

3.6.4.1. Draft Project Management and Delivery Plan (PMP), including Production Work Packages.

3.6.4.1.1. The Bidder shall provide a draft PMP in accordance with SOW requirements for a single Flagship Event. Working assumptions shall be included. The Plan shall contain sufficient information to enable evaluation against the criteria in SECTION 4 below.

3.6.4.1.2. Each Production Work Package shall include a draft Work Breakdown Structure (WBS) with a schedule in accordance with the timelines in the SOW (i.e. identifying start and end date for each of the preparation phases in the work package, identifying the deliverables).

3.6.4.2. Initial Risk Register

3.6.4.2.1. The Bidder shall provide an initial Risk Register for the project in accordance with the SOW requirements, where identified risks shall be properly described as well as mitigation measures or solutions identified. (i.e. all relevant/ feasible information for the risk shall be provided in the Risk Register).

3.6.4.3. Corporate experience

3.6.4.3.1. The Bidder shall provide the CVs of Key Personnel

3.6.4.3.2. The Bidder shall provide a brief description of 4 similar conferences/events together with a proof track of record.

- 3.6.4.4. The Bidder shall provide 2 Past Performance References duly completed using the Questionnaire in Annex C.
- 3.6.4.5. Corporate Organisation Information
- 3.6.4.5.1. The Bidder's most current reports for the Executive level and structure of the company, including as a minimum the corporate organizational chart as well as financial background (performance guarantee confirmation).
- 3.6.5. Section 2 – BUSINESS PROPOSAL
- The Business Proposal shall include:
- 3.6.5.1. Technical plan/drawing
- 3.6.5.1.1. The Bidder shall provide a draft technical 2D plan from a comparable event in its portfolio **or** a draft 2D plan meeting the requirements as defined in the SOW.
- 3.6.5.2. Technical planning/schedule
- 3.6.5.2.1. The Bidder shall provide a detailed technical planning from a comparable event in its portfolio **or** a draft planning meeting the requirements as defined in the SOW from first day of setup until last day of dismantling.
- 3.6.5.3. Basis Of Labour Estimate (BOE) – the purpose of the BOE is to enable the NCI Agency to accurately validate the Business Proposal outside of the price evaluation process. The Bidder shall provide a BOE, i.e. level of effort estimate, for all Work Packages irrespective of the scenario's provided under the pricing section. The BOE shall be evaluated against the criteria in SECTION 4 below. The Bidder may consider using the bidding sheet **labour tab** to compose the BOE. However, the BOE shall solely contain level of effort estimates and **not reveal pricing information**, i.e. it shall not include unit labor rates, etc.
- 3.6.6. Section 3 – SUPPORTABILITY PROPOSAL
- The Supportability Proposal shall include:
- 3.6.6.1. A description of the Sub-contractors representation, main areas of Sub-contracting and their facilities, satellite offices, storage, warehouse across the Alliance.
- 3.6.6.2. A description of the Bidder's Facilities and capital assets. Representation of satellite offices, storage, warehouse across the Alliance and sub-contractors.

SECTION 4. BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of Bids will be made by the NCI Agency solely on the basis of the requirements specified in this Invitation for Bid.
- 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 his Bid. The NCI Agency shall not be responsible for locating or securing any information that is not clearly and unequivocally provided and identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the NCI Agency in SECTION 3 of this Book I. 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 NCI Agency to fully comprehend exactly what the Bidder proposes to furnish as well as his approach and methodologies.
- 4.1.5. During the evaluation, the NCI Agency may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the NCI Agency 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 envelope at any time.
- 4.1.6. The NCI Agency 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 Sub-contractors.
- 4.1.7. The evaluation will be conducted following the Best Value evaluation methodology, solely as described in this document.

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 Bid provides the Best Value to NATO, as evaluated by the NCI Agency in pursuant with the requirements of this IFB and in accordance with the evaluation method specified in this SECTION 4.
- 4.2.2. The NCI Agency may decide to proceed with award and override any protest filed if contract award is justified in light of urgent and compelling reasons. (i.e. a situation that if not corrected endangers the mission/event)
- 4.2.3. The **Top Level** criteria are 80% Technical and 20% Price.
- 4.2.4. Technical scoring
- 4.2.4.1. The **Second Level** (2nd) criteria for the technical evaluation are:
- 4.2.4.1.1. Management (M): 40% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in section 4.5.2.
- 4.2.4.1.2. Business (B): 40% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in section 4.5.3.
- 4.2.4.1.3. Supportability (S): 20% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in section 4.5.4.
- 4.2.4.2. The Technical Score (TS) will be calculated using the following formula:
- $$TS = (40\% \times \text{Management Score}) + (40\% \times \text{Business Score}) + (20\% \times \text{Supportability Score})$$
- 4.2.5. Price Scoring
- 4.2.5.1. The Price Score (PS) will be calculated using the following formula:
- $$PS = 100 * [1 - (\text{Bid Price} / (2 \times \text{Average Bid Price of all bids}))]$$
- 4.2.5.2. The “Bid Price” and the “Average Bid Price” will be calculated based on the sum of the proposed prices as defined in section 4.6.4.2.
- 4.2.5.3. Only those bids evaluated as compliant in both the Administrative and Technical evaluations will be used in the calculation of the Price Score. Therefore, the price scores cannot be calculated until after the technical evaluations are complete.
- 4.2.6. Best Value Final Scoring

- 4.2.6.1. The Best Value final score (FS) will be the sum of the weighted Technical Score (TS) and weighted Price Score (PS), according to the following formula:

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

- 4.2.6.2. The maximum possible Best Value Score is 100. The Bid with the highest Best Value Score will be recommended to be the Apparent Successful Bidder unless there is a statistical tie.

- 4.2.7. A weighting scheme for sub-criteria values has been developed by NCI Agency staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the NCI Agency 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.

- 4.2.8. Statistical Tie - A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. In the unlikely event in which the calculation referred in paragraph 4.2.6 results in a statistical tie, the NCI Agency will award the contract to the bid with the highest weighted technical score.

4.3. Evaluation Procedure

- 4.3.1. The evaluation will be done in a 4 steps process, as described below:

4.3.1.1. Step 1: Administrative Compliance

- 4.3.1.1.1. Bids received will be reviewed for compliance with the mandatory Administrative requirements specified in paragraph 4.4. Bids not meeting all of the mandatory requirements may be determined to be non-compliant and not further considered for award.

4.3.1.2. Step 2: Technical and Price Evaluations

- 4.3.1.2.1. In Step 2, the Technical and Price evaluations will be performed in parallel. That is, independent evaluators will evaluate the bids as described in Sections 4.5 and 4.6 at the same time, instead of waiting for the technical evaluations to be completed before opening the price envelopes. However, the final scores cannot be calculated until after the technical evaluations are complete, since the price score only includes those proposals evaluated as technically compliant.

- 4.3.1.2.2. 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 their Price envelope.

4.3.1.3. Step 2A: Technical Evaluation

4.3.1.3.1. All bids having successfully passed Step 1 will have their Technical Proposal Packages evaluated for responsiveness against predetermined top-level criteria and identified sub-criteria (see paragraph 3.6 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.

4.3.1.3.2. The pre-determined weighting factors will be applied to the scores for the top-level factors.

4.3.1.3.3. Bidders are advised that any Bid, whose Technical Proposal receives a score of less than 20% of the total unweighted or “raw” score possible in any of the sub-criteria listed under paragraph 3.6, may be determined by the NCI Agency to be non-compliant and not further considered for award.

4.3.1.4. Step 2B: Price Evaluation

4.3.1.4.1. The Price envelopes of all bids remaining after Step 1 will be opened, evaluated and scored in accordance with paragraph 4.6.

4.3.1.5. Step 3: Determination of Best Value Bid

4.3.1.5.1. Upon completion of the Technical and Price Evaluations, the scores of the Bids considered to be technically and price compliant will be calculated. The Best Value Bid will be determined in accordance with paragraph 4.6.6 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 as described under 3.3 and 3.4 above. 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 marked properly.

- 4.4.1.3. The Bid Administration Envelope contains the documentation listed in paragraph 3.4.2 above and complies with the formal requirements established in paragraph 3.4 above.
- 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 will be dealt with in accordance with 2.4.3 above.
- 4.4.2. Bids failing to conform to the above requirements may be declared non-compliant and may not be evaluated further by the NCI Agency.
- 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 4.4.1.4, if it is later discovered in the evaluation of the Technical Envelope or the Price Envelope that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant 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 set forth in this section. For some 2nd level sub-criteria, there may be additional supporting factors at the next lower level. The actual lower level weighting factors are not published in this IFB but are listed in descending order of importance below and are predetermined and included in the Technical Evaluation Weighting Scheme sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the Technical Proposal evaluation and rating.
- 4.5.2. SECTION 1: MANAGEMENT PROPOSAL
 - The criteria used to evaluate Section 1, Management are listed in descending order of importance. The criteria of high importance will have higher weighting factors than the criteria of lower importance.
- 4.5.2.1. Draft Project and Delivery Plan (PMP), including Production Work Packages
 - 4.5.2.1.1. The draft PMP demonstrates a good Bidder's understanding of the project scope.

- 4.5.2.1.2. The proposed project organization and project management methodology and control processes demonstrate the Bidder's ability to implement conferences and events of this magnitude with the requirements as specified in the SOW.
- 4.5.2.1.3. The bidder demonstrates good comprehension of the planning and associated timelines for delivery of each of the Work Packages. The delivery plan contains start and end times against a hypothetical start date.
- 4.5.2.1.4. The content demonstrates a level of detail enabling the NCI Agency to identify and evaluate key elements per conference aspects.
- 4.5.2.2. Initial Risk register
 - 4.5.2.2.1. The Bidder demonstrates a good understanding of potential concerns organizing such event(s). The Bidder demonstrates taking ownership of the risks and includes a mitigating plan for all identified risk areas.
 - 4.5.2.2.2. The risk register demonstrates quality and appropriateness (e.g. risk identifiers, descriptions, impact analysis, mitigation, ...)
- 4.5.2.3. Corporate Experience
 - 4.5.2.3.1. The Bidder has included the CVs of the Key Personnel and demonstrates that it possesses strong education, experience and qualifications to enable the work and support as needed to fulfil the SOW requirements.
 - 4.5.2.3.2. The Bidder demonstrates expertise and experience in the organization and delivery of conferences of similar magnitude and attendance. The Bidder provides 4 recent and relevant examples of similar organized conferences.
 - 4.5.2.3.3. The Bidder has included 2 Past Performance reference documents (per Annex C to the Bidding Instructions) duly filled out and completed by previous customers, clearly demonstrating the Bidder's experience.
- 4.5.2.4. Corporate Organisation Information
 - 4.5.2.4.1. The Bidder demonstrates a clear corporate organisational structure, including but not limited to organizational chart, facilities and personnel.
 - 4.5.2.4.2. The Bidder confirms readiness to submit a performance (bank) guarantee to the value as stated in the Contract Provisions upon Effective Date of Contract for the entire duration of the Contract, i.e. up to the first event.
- 4.5.3. SECTION 2: BUSINESS PROPOSAL

The criteria used to evaluate Section 2, Business are listed in descending order of importance. The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.3.1. Draft Technical Plan/drawing

4.5.3.1.1. The draft plan/drawing submitted by the Bidder demonstrates a good understanding of the requirements in the SOW.

4.5.3.1.2. The draft plan/drawing submitted by the Bidder shall be composed in Autocad or equivalent and visually demonstrate all areas at the venue, including as a minimum fire-exits, AV and rigging.

4.5.3.2. Draft Technical planning/schedule

4.5.3.2.1. The draft planning/schedule demonstrates a good level of understanding and level of experienced planning of this type/size of events.

4.5.3.2.2. The draft planning/schedule submitted by the Bidder demonstrates a detailed, realistic and good comprehension of all activities per area within the venue as of first day of setup until last day of dismantling.

4.5.3.3. Basis Of Estimate (BOE)

4.5.3.3.1. The BOE submitted by the Bidder provides a realistic effort and duration estimates for all of the SOW deliverables which demonstrates a good understanding of the complexity and level of effort for the work/services to be provisioned.

4.5.4. SECTION 3: SUPPORTABILITY PROPOSAL

The criteria used to evaluate Section 3, Supportability are listed in descending order of importance. The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.4.1. Sub-Contractors

4.5.4.1.1. Scope by the Bidder (Prime) versus Sub-contractors is clearly defined and demonstrates solid supportability options. The Sub-contractor's arrangements and their facilities demonstrate good supportability ensurance.

4.5.4.2. Facilities

4.5.4.2.1. The Bidder's facility overview demonstrates facilities/presence and/or good facility support structure (satellite offices, storage, warehouses, locations,...) across the Alliance.

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 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 and the Instructions for Preparation of the Bidding Sheets in Annex A.
 - 4.6.2.2. The Bidder has provided prices for all items listed. These prices are non-binding and used only for the price evaluation.
 - 4.6.2.3. All pricing data, i.e., quantities, unit prices, have been provided as reflected in the Bidding Sheets.
 - 4.6.2.4. Bid prices include all costs for items supplied, delivered, and supported.
 - 4.6.2.5. All prices have been accurately entered into appropriate columns, and accurately totalled.
 - 4.6.2.6. The Bidder has provided accurate unit price (where required) and total price for each line item.
 - 4.6.2.7. The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
 - 4.6.2.8. The grand total is accurate.
 - 4.6.2.9. The currency of all line items has been clearly indicated.
 - 4.6.2.10. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
 - 4.6.2.11. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
 - 4.6.2.12. The Price Quotation meets requirements for price realism as described below in paragraph 4.6.5.
- 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 NCI Agency.
- 4.6.4. Basis of Price Comparison

- 4.6.4.1. The NCI Agency will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the NCI Agency 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. The Bid Price to be inserted into the formula specified at paragraph 4.6.6 will be the Grand Total of the Scenario 1 price and the Scenario 2 price.
- 4.6.5. Price Realism
- 4.6.5.1. Should a Bidder submit a price proposal that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the NCI Agency to be an unrealistic price and may be determined to be non-compliant.
- 4.6.5.2. Possible indicators of an unrealistic price proposal may include, but are not limited to:
- 4.6.5.2.1. Labour costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
- 4.6.5.2.2. Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.6.5.2.3. Line item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.5.3. If the NCI Agency suspects that a Bidder has proposed an unrealistic price, the NCI Agency will request clarification of the proposal in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response the NCI Agency may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.
- 4.6.5.4. If the NCI Agency accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its proposal will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

- 4.6.5.5. The Agency reserves the right to request Bidders 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 Sub-contractor's orders from others for the same or similar items, including explanations for cost variations, 3) Sub-contractor's internal cost estimate, or documentation of whatever means the subcontractor used to arrive at the charge.
- 4.6.6. Price Score Calculation
- 4.6.6.1. Once the offered prices as described in paragraph 4.6.4 have been calculated and checked, the formula set forth in paragraph 4.2.5 above and below will be applied to derive the Price Score of each Bid:
- 4.6.6.2. $PS = 100 * [(1 - (\text{Bid Price} / (2 \times \text{Average Bid Price of all bids}))]$
- 4.6.6.3. where: Bid Price and Average Bid Price will be the Grand Total of Scenarios 1 and 2, including respective CLINs (1-3) plus Target Profit.

4.7. Evaluation Step 4 – Calculation of Best Value Scores

- 4.7.1. Upon conclusion and approval of the Technical Evaluation and Price Evaluation results, the pre-determined weighting scheme for the Technical Evaluation will be unsealed and the scores for the Management, Business and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.6 in order to obtain the Best Value Score of each bid.
- 4.7.2. The highest scored bid will be recommended as the Successful Bid.
- 4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point (1.0) 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.) In the unlikely event in which the calculation referred in paragraph 4.2.6.1 results in a statistical tie, the NCI Agency will award the contract to the bid with the highest weighted technical score.

Annex A Bidding Sheets Package

Annex A-1. Bidding Sheets

See separate file Book I Annex A Bidding Sheets

The excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing.

The Bidding Sheets contain 2 (two) scenarios:

Scenario 1 – US Event Location

Scenario 2 – Europe Event Location

The CLIN Summary for each scenario shall be completed by the bidder. The below assumptions for each scenario shall be the basis for the Price Quotation.

Scenario 1

Location: Texas, USA

Attendees: 2000

Other parameters for the Management, Event Areas, and Operational / Production Aspects should be based on the respective SOW paragraphs.

Scenario 2

Location: Brussels, Belgium

Attendees: 2000

Other parameters for the Management, Event Areas, and Operational / Production Aspects should be based on the respective SOW paragraphs.

Annex B Prescribed Administrative Forms and Certificates

Annex B-1 Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____
POSITION: _____
TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____
POSITION: _____
TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-2 Acknowledgement of Receipt of IFB Amendments

- I, the undersigned, as an authorized representative of the Bidder, confirm there were **no amendments** to IFB No. IFB-CO-115881-NID
- I, the undersigned, confirm to have received the following amendment(s) to IFB No. IFB-CO-115881-NID and the Bid, as submitted, reflects the content of such amendment(s).

Amendment Number	Date of Issue by the NCI Agency	Date of receipt by the Bidder

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-3 Certificate of Independent Determination

1. Each Bidder signing this Bid shall, in connection with this IFB, certify that:
 - a) It has read and understands all documentation issued as part of this IFB.
 - b) The Bid submitted in response to the referred IFB is fully compliant with the provisions of the IFB and the Prospective Contract.
 - c) This Bid was prepared independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or competitor;
 - d) The contents of this Bid was not knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor*, and;
 - e) No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:

- They are the person within the Bidder's organisation responsible for the contents of this Bid and confirms that they have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, or;
- They are not the person within the Bidder's organisation responsible for the contents of this Bid but that they have been authorized in writing to act as agent for the person(s) responsible for the contents and certifies that:
 - (i) such person(s) has/have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, and;
 - (ii) they themselves have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above.

**Note: If the Bidder deletes or modifies subparagraphs (1d) of this Annex A-3, the Bidder must furnish a signed statement with its Bid setting forth in detail the circumstances of such disclosure.*

Date	Signature of Authorised Representative
	Printed Name
	Title
	Company

B-4 Certificate of Bid Validity

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-5 CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES AND INTELLECTUAL PROPERTY

I, the undersigned, as an authorized representative of the Bidder, hereby certify that, if awarded the Contract pursuant to this IFB, the Contract will be performed subject to the following conditions:

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-6 Comprehension and Acceptance of Contract Provisions

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-7 List of Proposed Key Personnel

Position	SOW Reference	Full Name	<i>(for information only)</i> NATO PSC Clearance (Y/N)
Project Manager			
Production Manager			
AV Manager			

Personal Data Protection

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

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

B-8 List of Prospective Sub-contractors/Consortium Members

I, the undersigned, as an authorized representative of the Bidder, certify that (*check the applicable statement below*):

- there are no** subcontractors/consortium members involved to perform under the prospective contract.
- the **following** subcontractors/consortium members will be involved to perform under the prospective contract:

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-9 Bidder Background IPR

The Bidder Background Intellectual Property Rights (IPR), specified in the table below, will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION	Indicate if COTS

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

The Background IPR stated above complies with the terms specified in Book II - the Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein.

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-10 List of Subcontractor and Third Party IPR

The Sub-contractor and Third Party Intellectual Property Rights “IPR” specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION

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

The Sub-contractor and Third Party IPR stated above complies with the respective clause in the Contract Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

B-11 Disclosure of Involvement of Former NCI Agency Employment

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

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency personnel as per the excerpt of the NCI Agency Code of Conduct, attached hereto as ANNEX .

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

- have **not** held employment with the NCI Agency within the last two (2) years.
- have held employment with the NCI Agency within the last two (2) years, but attests in a **signed statement**, which will be attached hereto, that they were not previously involved in the project under competition (as defined in the excerpt of the NCI Agency Code of Conduct).

The Bidder hereby also certifies that, to the best of its knowledge:

- it **neither employs nor receives services from** former NCI Agency personnel at grades G22 (formerly A5) and above or ranks OF-5 and above, who departed the NCI Agency within the last twelve (12) months. This prohibition covers negotiations, representational communications and/or advisory activities.

If applicable, complete the details of former NCI Agency personnel below:

Employee Name	Former NCI Agency Position	Current Company Position

Date

Signature of Authorised Representative

Printed Name

Title

Company

**B-11Bis EXCERPT OF NCI AGENCY AD. 05.00, CODE OF CONDUCT DATED
MAY 2017****Article 14 PROCUREMENT AND CONTRACTORS**

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

Article 15 INDUSTRY INITIATIVES

- 15.1** Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency

and take place at a pre- contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

- 15.2** Industry initiatives which go beyond routine interaction in connection with on- going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3** Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

Article 17 POST EMPLOYMENT MEASURES

- 17.1** The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2** Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when they were under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
- In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 17.4** NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.

- 17.5** The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6** NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7** The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

For information purposes only. No signature required.

Annex C Past Performance Reference template
PAST PERFORMANCE QUESTIONNAIRE

<p>1. Contractor's Details <i>(the name, address, etc of the company that has <u>provided</u> the goods/services)</i></p>
<p>2. Customer's Details <i>(the name, address, etc of the company which has <u>received</u> the goods/services)</i></p>
<p>3. Customer's POC:</p> <p>Name: _____ Tel: _____</p> <p>Email: _____ Fax: _____</p>
<p>4. Contract reference/Title:</p>
<p>5. Contract type:</p> <p>() Firm Fixed Price* () Cost Reimbursement*</p> <p>() Best Value* () Other* (Please specify)</p> <p><i>(*) Mark with a cross</i></p>
<p>6. Period of Performance:</p> <p>From _____ to _____</p>
<p>7. Contract amount:</p> <p>- at the time of award: _____</p> <p>- after modifications: _____</p>
<p>8. Description of Contract Service:</p>
<p>9. Complexity of Work: () Difficult* () Routine* <i>(*) Mark with a cross</i></p>

10. Evaluation Factor	11. Comments (Attach additional sheets, if necessary.)	12. Rating ¹
a. Quality of Work		
b. Personnel		
c. Subcontractor Mgmt		
d. Business Relations		
e. Timeliness of Performance		
f. Customer Satisfaction		
g. Cost/Budget Control		
<p>13. Considering all of the information provided above, please rate the contractor's performance overall (*):</p> <p>() Excellent () Good () Fair () Poor () Unsatisfactory</p> <p>(*) <i>Mark with a cross</i></p>		
<p>14. Would you select this firm again? Please explain. (Attach additional sheet if necessary.)</p>		
<p>15. Name & Date</p> <p>16. Title</p>	<p>17. Signature</p>	

Past Performance Rating Guidelines:

Summarise Contractor Performance In each of the rating areas.

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, Excellent.

Use the following instructions as guidance in making these evaluations.

Please use the comments area on the preceding form to justify the rating given “Customer Satisfaction”

Ratings	Quality of Work/Personnel/Service	Cost Control	Timeliness of Performance	Business Relations/Sub Contractor Management
Unsatisfactory	Compliance w/contract requirements Accuracy of reports Appropriateness of personnel Technical excellence	Cost efficiencies Change orders issued	Reliable Responsive to technical direction Completed on time	Effective Mgmt Businesslike correspondence Responsive to contract requirements
Poor	Non conformance s require major customer resources to ensure achievement of contract requirements	Cost issues require major customer resources to ensure achievement of contract requirements	Delays require major customer resources to ensure achievement of contract requirements	Response is marginally effective
Fair	Non conformance s require minor customer resources to ensure achievement of contract requirements	Cost issues require minor customer resources to ensure achievement of contract requirements	Delays require minor customer resources to ensure achievement of contract requirements	Response is somewhat effective

Annex D Clarification Requests forms

Company Name _____

Submission Date _____

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

Company Name _____

Submission Date _____

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

Company Name _____

Submission Date _____

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

Annex E CROSS REFERENCE TABLE

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, paragraph, table (*if applicable*), page number etc.

Item	Bidding Instruction Ref	Criteria	Bid Reference (to be completed by Bidder)
1	3.6.1	Executive Summary	
2	3.6.2	Table of Contents	
3	3.6.3	Cross Reference Table	
4	3.6.4 Section 1	Draft Project Management and Delivery Plan (PMP), including Production Work Packages	
5	3.6.4 Section 1	Initial Risk Register	
6	3.6.4 Section 1	Corporate Experience (CVs, similar events and Past Performance references)	
7	3.6.4 Section 1	Corporate Organisation Information (organization chart and confirmation of performance guarantee)	
8	3.6.4 Section 2	Technical Plan/Drawing	
9	3.6.4 Section 2	Technical Planning/Schedule	
10	3.6.4 Section 2	Basis of Estimate	
11	3.6.4 Section 3	Sub-Contractors	
12	3.6.4 Section 3	Bidder's facilities	