

NATO UNCLASSIFIED

INVITATION FOR BID

IFB-CO-14974-BMD-Amd 2
PROVISION OF
NATO BMD Integration Test Bed Build 6
Open Framework Services
(ITB OFS)

CP OA1303REV1
PROJECT SERIAL 2018/0VA03020



BOOK I

BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1. Purpose

- 1.1.1. The purpose of this Invitation for Bid (IFB) is to award a Contract for the provision of the “NATO Ballistic Missile Defence (BMD) Integration Test Bed Build 6 (ITB Build 6)” project.
- 1.1.2. This project is identified as Project 2018/OVA03020 and originates from the BMD Capability Package OA1303REV1.

1.2. Scope

- 1.2.1. The scope of this IFB is to provide an environment where C2 system requirements, esp. the ones involving interfaces are tested in end-to-end workflows. The ITB provides a test environment where the systems are not tested in isolation (like in a FAT for instance), but in a representative functional multiple systems environment.
 - The BMD ITB laboratory hosts three different categories of components:
 - NATO C2 system which are the systems under test. The ITB includes NATO C2 clients, while the NATO C2 servers are hosted in the datacentre under the responsibility of the BMD implementation Projects.
 - Representations of National BMD contributions (National C2, sensor and shooter. These representations are used to generate a simulated scenario environment to test the NATO C2 and to test the interoperability of National contributions with NATO C2 systems. National systems simulations, or remote access to National Hardware in the Loop are available in the ITB.
 - Thirdly, the ITB test environment itself also called ITB OFS, which provides scenario preparation services, threat injections, recording, visualisation and analysis tools, as well as network connectivity and monitoring.
- 1.2.2. The scope of this SOW concerns only the third part (test environment) and limited to ITB OFS part of the ITB Build 6. The system to be acquired and defined by this SOW is called “**ITB OFS**” throughout this document.

1.3. Overview of the Prospective Contract

- 1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the ITB OFS capability. This will be achieved within the framework of the Contract resulting from this IFB by means of performance, in some cases concurrent performance, of CLINs further defined in the SOW and summarized hereinafter as follows:

CLIN 1: Project Management

These CLINs cover all project management effort required to perform all CLINs under the Contract until its termination.

CLIN 2 : Systems Development

These CLINs covers all engineering effort to develop ITB OFS capabilities in accordance with the ITB OFS System Requirements Specification (SRS).

CLIN 3: Test and acceptance

These CLINs covers all test and acceptance related activities.

CLIN 4: ILS

These CLINs covers Integrated Logistic Support and training related activities.

CLIN 5: Evaluated Options

These CLINs cover the yearly extended warranty, additional training and intervention additional to the warranty scope.

- 1.3.2. The Contract will be governed by Book II, Part I Schedule of Supply and Services, Part II (Contract Special Provisions) Part III (Contract General Provisions) and Part IV (Statement of Work).

1.4. Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1. This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition) and its annexes.
- 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 Procedures set forth in AC/4-D/2261-ADD2 (1996 Edition), AC/4-D(2008)0002-REV1 dated 27 April 2009 and AC/4(2008)0002-REV2 dated 15 July 2015.
 - 1.4.3.2. The bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.
- 1.4.4. This Invitation for Bid will not be the subject of a public Bid opening.
- 1.4.5. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.5. Security

- 1.5.1. The overall security classification of this Invitation for Bid is NATO RESTRICTED. Excluding the Bidders Library, the security classification of this IFB (Book I and Book II) is "NATO UNCLASSIFIED".
- 1.5.2. Contractor will be required to handle and store classified material to the level of "NATO SECRET" and in some cases "NATO COSMIC TOP SECRET" therefore the Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should a Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor can the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.5.3. Contractor personnel working at NATO sites are required to possess a security clearance to the level of "NATO SECRET" and in some cases to the level of "NATO COSMIC TOP SECRET". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.5.4. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract may be liable for forfeiture of the Bid Guarantee.
- 1.5.5. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided "as is, without any warranty" as to quality or accuracy.

1.6. Bidders' Library - Release of Controlled Reference Documentation and Materials

- 1.6.1. To support the establishment of the bid, the Bidders are hereby provided with a list of documents described in table below.

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Book I - Bidding Instructions

- 1.6.2. Upon request, a CD “Bidders Library” can be provided after returning the signed Certificate in Annex D IFB-CO-14974-BMD Non-Disclosure Undertaking document. This CD contains the portion of the documents marked “Yes” in column “E” of the table below, displayed with the references of column B.
- 1.6.3. The remaining documents are either available publicly or can be requested through the respective National Delegations, as marked in column “E”.
- 1.6.4. The documents labelled “Yes” in column “D” are listed in the SOW.

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Book I - Bidding Instructions

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
1	CFG3 - Virtual LANs	(NR) BMD-IT-PRG-DWGCFG3-701-3.0	NR	NO	Yes
2	Integration Test Bed (ITB) Interface Description Document (IDD)	(NU) BMD-IT-PRG-ITBIDD-042-2.0	NU	NO	Yes
3	ITB IDD Appendix A (CFBLNet)	(NR) BMD-IT-PRG-ITBIDD-042-2.0 Appendix A	NR	NO	Yes
4	ITB IDD Appendix B (NS WAN)	(NR) BMD-IT-PRG-ITBIDD-042-2.0 Appendix B	NR	NO	Yes
5	Architecture Definition Document	(NR) BMD-SE-PRG-ADD-002-3.1	NR	NO	Yes
6	Link-16 Reference	(NR) BMD-SE-PRG-L16REF-558-1.0	NR	NO	Yes
7	NATO BMD Mission Execution Concept Paper	(NR) BMD-SE-PRG-MECP-1.0	NR	NO	Yes
8	NRT Reference	(NR) BMD-SE-PRG-NRTREF-558-1.0	NR	NO	Yes
9	NATO BMD Planning Concept Paper	(NR) BMD-SE-PRG-PCP-1.0	NR	NO	Yes
10	ITB Training Materials (Analyst Training)	(NU) BMD-IT-BC-ITBANLSTTRNG-108-2.0	NU	NO	Yes
11	ITB Hardware Suite	(NU) BMD-IT-BC-ITBHWS-122-4.0	NU	NO	Yes
12	ITB Training Materials (Operator Training)	(NU) BMD-IT-BC-ITBOPRTRNG-108-2.0	NU	NO	Yes
13	CFG2 - Virtual Chassis Connections	(NU) BMD-IT-PRG-DWGCFG2-003-4.0	NU	NO	Yes
14	CFG2A-Virtual Chassis Connections	(NU) BMD-IT-PRG-DWGCFG2A-003-4.0	NU	NO	Yes
15	CFG4 - NetApp Configuration	(NU) BMD-IT-PRG-DWGCFG4-2.0	NU	NO	Yes
16	CFG5 - ACCS Network	(NU) BMD-IT-PRG-DWGCFG5-2.0	NU	NO	Yes
17	CFG7 - Video Distribution System	(NU) BMD-IT-PRG-DWGCFG7-003-4.0	NU	NO	Yes
18	HW1.1 - HP C3000 Chassis	(NU) BMD-IT-PRG-DWGHW1.1-2.0	NU	NO	Yes
19	BMD Rack 1 - Virtualization	(NU) BMD-IT-PRG-DWGHW1-2.0	NU	NO	Yes
20	HW3 - BMD Rack 3 Network Storage	(NU) BMD-IT-PRG-DWGHW3-2.0	NU	NO	Yes
21	HW4 - ACCS Rack	(NU) BMD-IT-PRG-DWGHW4-2.0	NU	NO	Yes
22	HW5 - Communications Rack Data Centre	(NU) BMD-IT-PRG-DWGHW5-2.0	NU	NO	Yes

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Book I - Bidding Instructions

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
23	HW6 - Communications Rack ITB Lab	(NU) BMD-IT-PRG-DWGHW6-003-4.0	NU	NO	Yes
24	HW8 - BMD DDS Rack	(NU) BMD-IT-PRG-DWGHW8-2.0	NU	NO	Yes
25	HW9 - BMD ACCS Rack 2	(NU) BMD-IT-PRG-DWGHW9-2.0	NU	NO	Yes
26	BMD ITB Lab (TNO)	(NU) BMD-IT-PRG-DWGHW10-003-4.0	NU	NO	Yes
27	ITB System Overview	(NU) BMD-IT-PRG-DWGOV1-2.0	NU	NO	Yes
28	OV2 - ITB High Level Logical View	(NU) BMD-IT-PRG-DWGOV2-2.0	NU	NO	Yes
29	OV3 - ITB Fibre Connections	(NU) BMD-IT-PRG-DWGOV3-2.0	NU	NO	Yes
30	OV4 - ITB Time Servers	(NU) BMD-IT-PRG-DWGOV4-2.0	NU	NO	Yes
31	OV5 - ITB Data Transfer Overview	(NU) BMD-IT-PRG-DWGOV5-2.0	NU	NO	Yes
32	ACCS Networks Switching	(NU) BMD-IT-PRG-DWGOV6-003-3.0	NU	NO	Yes
33	ACCS Networks Switching	(NU) BMD-IT-PRG-DWGOV6-2.0	NU	NO	Yes
34	ITB Build 5 Test Acceptance Plan (TAP)	(NU) BMD-IT-PRG-ITBB5TAP-004-1.0	NU	NO	Yes
35	ITB Federation Agreement	(NU) BMD-IT-PRG-ITBFEDAG-122-3.0	NU	NO	Yes
36	ITB IDD Appendix C (Questionnaire)	(NU) BMD-IT-PRG-ITBIDD-042-2.0 Appendix C	NU	NO	Yes
37	NATO TI-SMHR Converter Interface Document	(NU) BMD-IT-PRG-ITBSMHR-1.0	NU	NO	Yes
38	ITB Lab Reconfiguration Statement of Requirements (SOR)	(NU) BMD-IT-PRG-ITBSOR-306-2.0	NU	NO	Yes
39	BMD Programme Verification Strategy (PVS)	(NU) BMD-IT-PRG-PVS-2.0	NU	NO	Yes
40	BMD Security Classification Guide	(NU) BMD-PO-PRG-SCG-1.0	NU	NO	Yes
41	RealSimRecorder User Manual	(NU) HLA Logger Manual	NU	NO	Yes
42	Software User Manual For 2D Gameboard	(NU) ITB-GB-SUM	NU	NO	Yes
43	User Manual Multilink-Controller Establishing TDL-networks via packet based Wide Area connections	(NU) Multilink-Controller_User_Manual	NU	NO	Yes
44	ALTBMD JREAP Reference	(NU) NA-SE-C2-DO-JREREF-SP4365-E00	NU	NO	Yes

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#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
45	NAUTILUS Tactical Data Link Monitor & Analyzer USER MANUAL	(NU) Nautilus_Users_Manual	NU	NO	Yes
46	TI USER'S MANUAL	(NU) TI_UM_Build_3.1	NU	NO	Yes
47	ITB Data Repository (ID) Installation Guide	ID Installation Guide	NU	NO	Yes
48	AGENCY STANDARD OPERATION PROCEDURE SOP 12.10.20 INTEGRATING NATIONAL SYSTEMS WITH NATO BMD ARCHITECTURE	SOP 12.10.20	NU	NO	Yes
49	NATO STANDARD BAR CODE HANDBOOK	AAP-44(A)	NU	Yes	Please obtain through your National Delegation
50	Technical and Implementation Directive on CIS Security	AC_322-D(2010)0048	NU	Yes	Please obtain through your National Delegation
51	INFOSEC Technical And Implementation Directive For The Interconnection Of Communications And Information Systems (CIS)	AC_322-D(2010)0049	NR	Yes	Please obtain through your National Delegation
52	Information Assurance Technical and Implementation Directive on Security Management Infrastructure (SMI)	AC_322-D(2010)0055	NU	Yes	Please obtain through your National Delegation

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
53	Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products	AC322-D(2017)0016 (INV)	NU	Yes	Please obtain through your National Delegation
54	Primary Directive on CIS Security	AC-35-D-2004-REV3	NU	Yes	Please obtain through your National Delegation
55	POLICY ON CONFIGURATION MANAGEMENT	ACMP-2000	NU	Yes	Please obtain through your National Delegation
56	The Core Set Of Configuration Management Contractual Requirements	ACMP-2100 EDA V2 E	NU	Yes	Please obtain through your National Delegation
57	Agency Directive Test, Verification And Validation	AD 06.03.04 - NCIARECCEN-4-32366	NU	Yes	Yes
58	NATO guidance on the use of the AQAP 2000 Series	AQAP-2009 (Ed03), Mar 2010	NU	Yes	Please obtain through your National Delegation

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
59	NATO Quality Assurance Requirements For Production	AQAP-2120 (Ed03), Nov 2009	NU	Yes	Please obtain through your National Delegation
60	NATO Supplementary Software Quality Assurance Requirements To AQAP-2110 OR AQAP-2310	AQAP-2210(A)(2)	NU	Yes	Please obtain through your National Delegation
61	Instructions for Bi-SC EDUCATION AND INDIVIDUAL TRAINING DIRECTIVE (E&ITD) 075-007	Bi-SC D-075-007 - 2015	NU	Yes	Please obtain through your National Delegation
62	Security Within The North Atlantic Treaty Organisation Amendment 10	C-M(2002)49-COR10	NU	Yes	Please obtain through your National Delegation
63	Security Within The North Atlantic Treaty Organisation Amendment 11	C-M(2002)49-COR11	NU	Yes	Yes
64	Service Interface Profile For Geospatial Services – Map Rendering Service	NCIARECCEN-4-128933	NU	Yes	Yes

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
65	C3 Taxonomy Baseline	200902-C3-taxonomy-baseline	NU	Yes	Please obtain through your National Delegation
66	ADatP-34, NATO Interoperability Standards and Profiles Volume 1, Introduction Edition M Version 1	NISP	NU	Yes	Please obtain through your National Delegation
67	Configuration Management in System Life Cycle Management	STANAG 4427	NU	Yes	Please obtain through your National Delegation
68	NATO Requirements for Deliverable Quality Plans	AQAP-2105	NU	Yes	Please obtain through your National Delegation
69	NATO Quality Requirements for Design, Development and Production	AQAP-2110	NU	Yes	Please obtain through your National Delegation
70	Systems and software engineering -- Systems and software Quality Requirements and Evaluation (SQuaRE) -- System and software quality models	ISO/IEC 25010	NU	Yes	Publicly available

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
71	Quality Management Systems	ISO 9001:2015	NU	Yes	Publicly available
72	Ergonomics of human-system interaction -- Part 210: Human-centred design for interactive systems	ISO 9241-210:2010	NU	Yes	Publicly available
73	Systems and Software Engineering - Software life cycle processes	ISO/IEC 12207:2008	NU	Yes	Publicly available
74	IEEE Standard for Information Technology--Systems Design--Software Design Descriptions	IEEE Standard 1016-2009	NU	Yes	Publicly available
75	Language Proficiency Levels	STANAG 6001	NU	Yes	Please obtain through your National Delegation
76	Concise Oxford English Dictionary	STANAG 2290	NU	Yes	Publicly available
77	NATO Unique Identification of Items	NATO Unique Identification of Items	NU	Yes	Please obtain through your National Delegation
78	Mutual Acceptance of Government Quality Assurance and Usage of the Allied Assurance Publications (AQAP)	STANAG 4107	NU	Yes	Please obtain through your National Delegation
79	Guidance on Configuration Management	ACMP-2009	NU	Yes	Publicly available

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
80	System Life Cycle Management	STANAG 4728	NU	Yes	Please obtain through your National Delegation
81	NATO Programme Management Framework (NATO System Life Cycle Model)	AAP-20	NU	Yes	Please obtain through your National Delegation
82	NATO System Life Cycle Processes	AAP-48	NU	Yes	Please obtain through your National Delegation
83	TACTICAL DATA EXCHANGE - LINK 16	STANAG 5516	NU	Yes	Please obtain through your National Delegation
84	TACTICAL DATA EXCHANGE - LINK 16	STANAG 5516	NU	Yes	Please obtain through your National Delegation

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
85	TACTICAL DATA EXCHANGE - LINK 16	STANAG 5516	NU	Yes	Please obtain through your National Delegation
86	IEEE Standard for Distributed Interactive Simulation-Application Protocols	IEEE 1278.1	NU	Yes	Publicly available
87	Standard for Joint Range Extension Application Protocol (JREAP)	STANAG 5518 (RD)	NU	Yes	Please obtain through your National Delegation
88	Standard Interface for Multiple Platform Link Evaluation (SIMPLE)	STANAG 5602	NU	Yes	Please obtain through your National Delegation
89	Software and systems engineering -- Software testing	ISO/IEC/IEEE 29119:2013	NU	Yes	Publicly available
90	IEEE Standard for software and system test documentation	IEEE Standard 829-2008	NU	Yes	Publicly available
91	NATO Policy on an Integrated Systems Approach to Quality through the Life Cycle	AQAP-2000	NU	Yes	Please obtain through your National Delegation

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
92	Information Technology - Service Management, Part1: Specification; Part2: Code of Practice	ISO/IEC 20000-1:2011	NU	Yes	Publicly available
93	Guidelines for the Development of Security Requirement Statements (SRS), (NR)	AC/35-D/1015-REV3	NU	Yes	Please obtain through your National Delegation
94	Guidelines for the Security Approval or Security Accreditation of Communication and Information Systems (CIS), (NR)	AC/35-D/1021-REV3	NU	Yes	Please obtain through your National Delegation
95	Management Directive on CIS Security, (NU)	AC/35-D/2005-REV3	NU	Yes	Please obtain through your National Delegation
96	Preparation of NATO CIS Integrated Logistics Support Plans (ILSP), (NU)	NCSA OSLA-14-02	NU	Yes	Please obtain through your National Delegation
97	Unified Modelling Language, Object Management Group	UML	NU	Yes	Publicly available
98	Practice Standard for Work Breakdown Structures	Project Management Institute	NU	Yes	Publicly available

#	A. Title	B. Reference	C. Classification	D. SOW	E. Bidders Library
99	Guidance on ILS for Multinational Equipment Projects	ALP 10	NU	Yes	Publicly available
100	International guide for the use of the S-Series Integrated Logistics Support (ILS) specifications	AIA/ASD SX000i	NU	Yes	Publicly available
101	ITIL Service Transition (Best Management Practices)	ITIL	NU	Yes	Publicly available
102	Concept Of NATO Message Text Formatting System (CONFORMETS) - ADATP-3	STANAG 5500	NU	Yes	Please obtain through your National Delegation
103	NATO BMD Security classification guide	BMD_PO_PRG_SCG_2_0	NU	Yes	Yes

- 1.6.5. Bidders are cautioned that The Bidders Library **includes data/information that cannot be disclosed or re-transferred outside BMD prospective Bidders**, and cannot be duplicated, used, disclosed, or re-transferred – in whole or in part – for any purpose other than for internal bidding purposes of the BMD prospective Bidders, unless otherwise expressly authorized by NCI Agency. The Bidders Library contains NU and NR documents that may be useful to understand and meet the requirements developed in the Bidding documents.
- 1.6.6. This Bidders' Library will be made available to bidders on a CD-ROM who respond with positive intent to bid and confirmation of request for subject Library. Bidders shall note that **issuance of these documents and materials is subject to the signature by the Bidder of the Non-Disclosure Undertaking in Annex D.**
- 1.7. Bidders Conference**
- 1.7.1. Bidders shall note that NCI Agency envisages NO Bidders Conference for this IFB.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1. In addition to the definitions and acronyms set in Clause 1 of Part II of the Prospective Contract and the definitions and acronyms set in the Clause entitled "Definitions" of the NCIO General Contract Provisions (Part III), 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, 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, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
- 2.1.1.7. "Purchaser": The Purchaser is defined as the current NCI Agency or its legal successor.
- 2.1.1.8. "Quotation" or "Bid": a binding offer to perform the work specified in the attached prospective Contract (Book II)

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.
- 2.2.2. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.4. 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.
- 2.2.5. 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 Purchaser at the address given below in paragraph 2.3.2 on/or before on 14:00 hours on **24 FEBRUARY 2021** (Brussels Local Time), at which time and date Bidding shall be closed.
- 2.3.2. Bidders are requested to submit their quotation electronically to the following email address:
Email: IFB-CO-14974-BMD@ncia.nato.int
- 2.3.3. Upon submission of the Bid please send immediately confirmation by separate email to Martin.Steenwege@ncia.nato.int.
- 2.3.4. The Quotation shall consist of three (3) separate subject emails:
 - 2.3.4.1. For the first e-mail the subject line shall read: "IFB-CO-14974-BMD – Official Bid for [company name] – Part 1 - Administrative Envelope". The e-mail content shall be as described in Paragraph 3.3 below, with no password protection to the file and shall be not larger than 20MB total.
 - 2.3.4.2. For the second e-mail the subject line shall read: "IFB-CO-14974-BMD –Official Bid for [company name] – Part 2 - Price Quotation". The e-mail content shall be as described in Paragraph 3.4 below, with no password protection to the file, and shall be not larger than 20MB total.

- 2.3.4.3. For the third e-mail the subject line shall read: "IFB-CO-14974-BMD – Official Bid for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.5 below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.
- 2.3.5. Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award.
- 2.3.6. It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid Closing time and date. If a Bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence
- (a) Of the content of the Bid as originally submitted; and
 - (b) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling

2.4. Requests for Extension of Bid Closing Date

- 2.4.1. Bidders are informed that requests for extension to the bid closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser point of contact indicated in paragraph 2.5.1 below. Any request for extension by a NATO Delegation or Embassy shall reach the Purchaser **no later than fourteen (14) calendar days** prior to the established Bid Closing Date. The Purchaser is under no obligation to answer requests submitted after this time.

2.5. Purchaser's Point of Contact

- 2.5.1. The Purchaser point of contact for all information concerning this Invitation for Bid is:
- Mr Martin Steenwege,
Senior Contracting Officer, Acquisition
Tel: +32 (02) 707 8335
E-mail: IFB-CO-14974-BMD@ncia.nato.int

2.6. Request for IFB Clarifications

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

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- 2.6.2. All questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at ANNEX E of this Book I. Such questions shall be forwarded to the point of contact specified in paragraph 2.5.1 above and shall be received **not later than twenty eight (28) calendar days** prior to the stated Bid Closing Date. The Purchaser is under no obligation to answer questions 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 paragraph 2.6.3 below.
- 2.6.3. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.4. 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 means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.6.4.
- 2.6.6. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidders identity.
- 2.6.7. 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 Purchaser as grounds for a determination of non-compliance.
- 2.6.8. Except as provided above, all questions will be answered by the Purchaser and the questions and answers will be issued in writing to all prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.6.9. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by issuing a formal IFB amendment in accordance with paragraph 2.8 below.
- 2.6.10. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording

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where such wording does not change the essence of the clarification being requested).

- 2.6.11. The published answers issued by the Purchaser 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 by the Bidder in his offer.

2.7. Requests for Waivers and Deviations

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

2.8. Amendment of the Invitation for Bid

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt which the Bidder shall complete and enclose as part of its Bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or be an independent action on the part of the Purchaser.
- 2.8.2. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.8.3. All revision or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" at B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

2.9. Modification and Withdrawal of Bids

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

- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and remove the Bid from the Purchaser's premises.
- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bids for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
- 2.10.4.2. Refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. Bid Guarantee

- 2.11.1. The Bidder shall furnish with his Bid a Guarantee in an amount equal to Three Hundred Thousand Euros (**€300,000**) with a validity equal to that of the bid as expressed in paragraph 2.10.1. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.
- 2.11.2. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium,
- 2.11.3. A format substantially similar to the one set in Book I ANNEX C shall be used by the issuing financial institution to create a Standby Letter of Credit acceptable to the Purchaser.
- 2.11.4. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date.
- 2.11.5. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.6. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.7. In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a copy of said document in the Bid Administration Package.
- 2.11.8. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.8.1. The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the compliant bid determined to represent the best value, withdraws his Bid, or states that he does not consider his bid valid or agree to be bound by his bid, or

- 2.11.8.2. The Bidder has submitted a compliant bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.
- 2.11.8.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract at the date of Contract signature,
- 2.11.8.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.9. Bid Guarantees will be returned to Bidders as follows:
 - 2.11.9.1. To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned upon request forty-five (45) days after a final determination of non-compliance);
 - 2.11.9.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.9.3. To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.
 - 2.11.9.4. Pursuant to paragraph 2.10.4.2 above.

2.12. Cancellation of Invitation for Bid

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

2.13. Electronic Transmission of Information and Data

- 2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.13.2. The Purchaser will rely exclusively on electronic mail to manage all correspondence related to this IFB, including IFB amendments and clarifications. Bidders are cautioned to ensure the contact details provided to the Purchaser remain up to date during the complete duration of the IFB.

2.14. Supplemental Agreements

- 2.14.1. Bidders are required, in accordance with the certificate at B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.
- 2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.
- 2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract, to the extent that either key objectives cannot be accomplished or basic contract principles and Purchaser rights have been abridged.
- 2.14.4. Supplemental agreement submitted after Contract Award shall not be considered and may constitute grounds for termination of the Contract in accordance with Clause 39 of the Contract General Provisions.

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

- 2.15.1. Bidders are instructed specifically to review Clauses 8 and 25 of the Contract Special Provisions and Clause 30 of the Contract General Provisions set forth in Parts II and III of Book II herein. These Clauses set forth the definitions as well as the terms and conditions regarding the rights of the Parties concerning Intellectual Property (IP) developed and/or delivered under this Contract or used as a basis of development under this Contract.
- 2.15.2. Bidders are required to disclose for deliverables pertaining to all CLINs, and in accordance with Annexes B-10, B-11, and B-12, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in the provisions of the Book II Prospective Contract concerning use or dissemination of such Intellectual Property.

- 2.15.4. Bidders are informed that any restriction on use or dissemination of Intellectual Property that conflicts with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract, shall render the bid non-compliant.

2.16. Mandatory Quality Assurance and Quality Control Standards

- 2.16.1. Bidders are requested to note that, in accordance with the Certificate at B-7 to this Book I – Bidding Instructions, Bidders shall provide documentary evidence that the Bidder possesses a current certification that it is compliant with the requirements of Allied Quality Assurance Publication 2110, ISO 9001:2015 or an equivalent QA/QC regime in software and system domain.
- 2.16.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation as well as extended to its relationships with sub-contractors.
- 2.16.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Package.
- 2.16.4. Failure to execute this certificate or to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted bid.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective Contract. Furthermore, Bidders shall clearly illustrate the technology/functionalities, processes and procedures being proposed and their level of maturity in relation to the requirements to be satisfied as expressed in the System Requirement Specifications (SRS) and the Statement of Work (SOW). To this extent, the statements and illustrations made by the Bidders in their technical submission shall be demonstrated by the Technical Demonstration video described at paragraph 3.5.3.13 which is part of the technical evaluation as described in paragraph 4.3.1.2.
- 3.1.3. Bidders are informed that the quality, completeness, thoroughness and clarity of the bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as submitted. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final Best Value score.
- 3.1.4. Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.5. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting Contract.
- 3.1.6. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, text documents in MS Word).
- 3.1.7. All documentation submitted as part of the Bid shall be "NATO UNCLASSIFIED" and shall contain no markings or references that would lead to the identification of the bidder such as logo or name.

3.2. Bid Package Content

3.2.1. The complete bid submission shall consist of three volumes as shown in the following table.

Volume	Format and Quantity Details
I: Bid Administration	<p><u>1 .ZIP File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 Scanned PDF file, with physical (not electronically) signatures. <p>➤ All of the required contents are detailed in Section 3.3</p>
II: Price	<p><u>1 .ZIP File Submitted by Email, which includes:</u></p> <ul style="list-style-type: none"> • 1 Excel file, using the Bidding Sheets template provided. • 1 physically (not electronically signed PDF conversion of the Excel file <p>1.</p> <p>➤ All of the required contents are detailed in Section 3.4.2</p>
III: Technical	<p><u>1 .ZIP File Submitted by Email, which includes:</u></p> <p>Technical Proposal, composed of following parts:</p> <ul style="list-style-type: none"> • Table of Contents (1 PDF file) • Executive Summary (1 PDF file) • Section 1: Engineering (1 PDF file), Technical demo shared by link from company storage with restricted access available only by unique secured link to the Point of Contact named in 2.5.1 (No specific viewer should require. Must be in a commercial standard format such as MP4, or MPEG-4 file) • Section 2: Management (1 PDF file) • Section 3: Supportability (PDF file) • Draft PMP (with 1 MPP file as attachment, Microsoft Project 2010, Version 14.0) • Basis of Estimate (BOE) (1 Excel file) <p>➤ If necessary, the technical volume may be separated into more than one email while maintaining the structure of bullets described above.</p> <p>➤ All of the required technical contents are detailed in Section 3.5. Bidders shall note that all technical documents should be allocated and duplicated as appropriate to each individual sections 1 to 3.</p>
Bid Guarantee	<p><u>1 PDF File, Submitted by Email directly to the Purchaser as detailed under 2.5.1 and 2.11above.</u></p>

3.2.2. All emails submitted shall be less than 20MB and without password protection

3.2.3. Package Marking

3.2.4. The proposal shall be sent via three separate e-mails to the Bid Delivery email address specified in paragraph 2.5 above. The e-mails shall have the following subject lines:

- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume I – Bid Administration,
- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume II – Price,
- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume III – Technical, (*if necessary: email 1 of 2 / email 2 of 2*)

3.2.5. The Bid Guarantee shall be sent by email to the email address specified in paragraph 2.5 above. This email should clearly reference the company name and IFB number.

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

3.2.6.1. Volume I:

- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume I – Bid Administration

3.2.6.2. Volume II:

- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume II – Price

3.2.6.3. Volume III:

- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume III – Technical, Part 1 – Section 1: Engineering, including Table of Content, Executive summary and Traceability Matrix
- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume III – Technical, Part 2 – Section 2: Management, including Table of Content, Executive summary and Traceability Matrix
- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume III – Technical, Part 3 – Section 3: Supportability, including Table of Content, Executive summary and Traceability Matrix
- IFB-CO-14974-BMD Official Bid for *Company Name*, Volume III – Technical, Part 4 – Section 3: BOE and Draft PMP

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

3.3. Module 1 – Bid Administration Package

3.3.1. Contents: One ZIP file submitted by email, containing one PDF file comprised of all of the required documentation stated in paragraphs 3.3.3.1 through 3.3.3.19 below; and one copy of the Bid Guarantee submitted directly to the Purchaser Treasury office.

- 3.3.2. Administration Package shall include the original of the Bid Guarantee required by paragraph 2.11 of the Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.3.3. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, completed and signed in the original by an authorised representative of the Bidder. Bidders are cautioned that they should refrain from altering the existing content of the Certificate templates. Failing to do so could lead to non-compliance. The Certificates are as follows:
- 3.3.3.1. B-1 Certificate of Legal Name of Bidder
 - 3.3.3.2. B-2 Acknowledgement of Receipt of IFB Amendments
 - 3.3.3.3. B-3 Certificate of Independent Determination
 - 3.3.3.4. B-4 Certificate of Bid Validity
 - 3.3.3.5. B-5 Certificate of Exclusion of Taxes, Duties and Charges
 - 3.3.3.6. Comprehension and Acceptance of Contract Special and General Provisions
 - 3.3.3.7. B-7 Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements with the prospective text of such Agreements, as applicable.
 - 3.3.3.8. B-8 Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent with a copy of the relevant quality certification attached to it.
 - 3.3.3.9. B-9 List of Prospective Sub-Contractors
 - 3.3.3.10. B-10 Bidder Background IPR – refer to prescriptions in paragraph 2.15
 - 3.3.3.11. B-11 List of Sub-Contractor IPR – refer to prescriptions in paragraph 2.15
 - 3.3.3.12. B-12 List of Third Party IPR and associated copies of license agreements for each Third Party – refer to prescriptions in paragraph 2.15
 - 3.3.3.13. B-13 Certificate of Origin of Equipment, Services, and Intellectual Property
 - 3.3.3.14. B-14 List of Proposed Key Personnel
 - 3.3.3.15. B-15 Certificate of Price Ceiling
 - 3.3.3.16. B-16 Disclosure of Involvement of Former NCI Agency Employment

- 3.3.3.17. B-16.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures
- 3.3.3.18. B-17 Contractor Supply Chain Security Self-Assessment
- 3.3.3.19. B-17.Bis Vendor Specific Requirements for Supply Chain Security
- 3.3.4. 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.

3.4. Module 2 – Price Quotation

- 3.4.1. Introduction
 - 3.4.1.1. The authorised scope for this project and consequently that of any Contract resulting from this IFB is that encompassed by the requirements illustrated in CLIN 1 through CLIN 4.
 - 3.4.1.2. In addition the Purchaser has elected to include evaluated options. The performance of tasks and delivery of deliverables associated with these optional CLINs are subject to the unilateral exercise of the option(s) by the Purchaser. No obligation for the parties will arise until such formal exercise has been performed.
 - 3.4.1.3. Bidders are informed that the total bid price for this Contract shall not exceed a total amount of € 13,614,346.25. This total price is the sum of CLINs 1 through 4. Bids submitted in excess of this figure will be determined to be non-compliant and eliminated from further consideration.
- 3.4.2. Package Contents
 - 3.4.2.1. One ZIP file submitted by email, containing the completed Bidding Sheets provided with this IFB under Book I, ANNEX A “Introduction
 - 3.4.2.2. ” and, in annex, the complete set of sheets contained in the electronic file “IFB-CO-14974-BMD - Bidding Instructions-Annex A– Bidding sheets.xls” submitted as part of this IFB.
 - 3.4.2.3. The documentation stated in paragraph 3.4.2.1 above must be submitted in one (1) version in **Excel**, and one (1) **physically (not electronically) signed PDF** conversion of the Excel file.
- 3.4.3. Pricing Prescriptions
 - 3.4.3.1. ANNEX A to the present Book I illustrates the price bid requirements associated with the completion of the Bidding Sheets. All prescriptions illustrated therein are to be regarded as mandatory. Failure to abide to these prescriptions may lead to the bid being declared non-compliant.
 - 3.4.3.2. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in paragraph 3.4.2.1 above, in strict compliance with the prescriptions specified in ANNEX A. Such documentation constitutes an integral part of this IFB and prescriptions contained therein shall be referred to for the purpose of the evaluation set forth in paragraph 4.6.

- 3.4.3.3. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.4.3.4. When completing the Bidding Sheets the Bidder shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
- 3.4.3.5. Bidders shall furnish **Firm Fixed Prices for all required items** in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.
- 3.4.3.6. Bidders shall furnish Firm Fixed Prices for all CLINs, as defined in the SOW. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for CLINs 1 through 4. The Contract will be awarded for all CLINs, with CLINs 1 through 4 being the basic contract and the work defined for CLIN 5 being included as Firm Fixed Price Options to the Contract. These Options may be exercised at the sole discretion of the Purchaser as described in Book II General and Special Provisions. The Purchaser's decision to exercise any Options will take into consideration the Contractor's successful performance on the basic contract, as well as the availability of the required funding.
- 3.4.3.7. 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.
- 3.4.3.8. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. In the case of inconsistencies between the electronic version of the Bidding Sheets and the paper "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.
- 3.4.3.9. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- 3.4.3.10. the currency is of a "participating country" in the project, **and**
- 3.4.3.11. the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.4.3.12. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.4.3.13. Bidders shall therefore **exclude** from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at B-5.
- 3.4.3.14. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in ANNEX A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" The Hague in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.4.3.15. 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.
- 3.4.3.16. All prices bid shall be clearly traceable in the detailed bidding sheets.
- 3.4.3.17. Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant.
- 3.4.3.18. The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

3.5. Module 3 – Technical Proposal Package

- 3.5.1. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met. To facilitate bidding and the subsequent evaluation of the Bidder's response to the various sections of the Statement of Work (including all Annexes), bids shall be organized and submitted in an Executive Summary and three (3) separate volumes as follows:
 - 3.5.2. Executive Summary

- 3.5.2.1. Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary.
- 3.5.2.2. This summary shall provide a general description of the major points contained in each of the required sections of the technical proposal and shall demonstrate the depth of the Bidder's understanding of the project, implementation environment and the problems and risks of project implementation. The Bidder shall highlight the strengths of their proposal, also in terms of minimising potential problems and reducing risks while meeting the overall schedule. The Bidder shall further highlight the key points of the technical approach and solution that he believes deserve recognition under a Best Value evaluation scheme. This summary shall not exceed 15 pages.
- 3.5.2.3. Bidders shall explicitly state in the Executive Summary that, should their firm be selected and awarded the Contract resulting from this IFB, the delivered products and services shall comply with the requirements of the Statement of Work (including all Annexes).
- 3.5.3. Part I - Engineering Proposal
 - 3.5.3.1. This part covers the engineering activity of project ITB OFS from analysis and design through to delivery, testing, implementation, transition and acceptance.
 - 3.5.3.2. Table of Contents
 - 3.5.3.2.1. 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 Engineering Proposal. Heading, section and subsection titles should be appropriately descriptive in order to permit the Purchaser's bid evaluation team to locate relevant material expeditiously.
 - 3.5.3.3. Technical Proposal Cross Reference – Traceability Matrix
 - 3.5.3.4. For the Preparation of the Technical Proposal that describes how the respective requirements will be met, the Bidder shall include a completed Technical Proposal Cross Reference - Traceability Matrix. The Bidder shall hereby confirm that it accepts and will perform the requirements described in the Statement of Work, by completing and submitting the Cross Reference - Traceability Matrix as detailed in Annex F. The Bidder shall complete Column four (4) (Bid Reference) of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of the Matrix.
 - 3.5.3.5. The completed Table serves as an index for the Purchaser's Technical Evaluation and also as an aide-memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
 - 3.5.3.6. In order to demonstrate how the Bidder plans to approach the overall Engineering requirement of project ITB OFS, the Bidder shall submit the following documents as part of the Engineering Proposal Package:
 - Draft System Development Plan (SDP)

- Draft System Subsystem Design Description (SSDD) or Technical solution document,
 - Draft Project Master Test Plan (PrMTP)
 - Initial Project Risk Register (Technical Risks Only)
 - Technical Demonstration and documentation, including any applicable user manuals
- 3.5.3.7. The Engineering Proposal package shall not include detailed information which is publicly available (e.g. Development Methodology).
- 3.5.3.8. “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.5.3.9. Draft System Development Plan (SDP)
- 3.5.3.9.1. The Bidder shall provide a Draft SDP in accordance with the requirements for the SDP described in paragraph 4.1 of the SOW.
- 3.5.3.10. Draft System Subsystem Design Description (SSDD) or Technical solution document
- 3.5.3.11. The Bidder shall provide a Draft SSDD in accordance with the requirements for the SSDD described in paragraph 4.3 of the SOW. Draft Project Master Test Plan (PrMTP)
- 3.5.3.11.1. The Bidder shall provide a draft PrMTP as described in paragraph 5.3 of the SOW.
- 3.5.3.12. Initial Project Risk Register (Technical Risks Only)
- 3.5.3.12.1. The Bidder shall provide an initial Risk Register with Technical Risks for the project as outlined in paragraph 3.4-3.3.2. of the SOW.
- 3.5.3.13. Technical Demonstration
- 3.5.3.13.1. The Bidder is expected to offer a software package, to be used as a foundation of the ITB OFS software development. Therefore, the Bidders shall demonstrate the functional capabilities of their proposed solutions by providing a video recorded demo session of the workflows described in paragraph 4.5.2.9.7.
- 3.5.3.13.2. The Bidder shall prepare the Technical Demonstration as described in paragraph 4.5.2.10.
- 3.5.3.13.3. The purpose of the Technical Demonstration is to confirm that the proposed solution provides a solid basis from which the specific requirements of ITB OFS can be configured or adapted, and that the Bidder can integrate and deliver a complete solution.
- 3.5.4. Part II - Management Proposal
- 3.5.4.1. This part shall address the Bidder’s overall understanding of the requirements of the Purchaser as described in the SOW. the Bidder’s strategic vision, objectives and constraints shall be addressed and related

to the technical solution described in the Bid. The Management Proposal shall furthermore describe the Bidder's overall approach to Project, Risk and Schedule management.

- 3.5.4.2. The submitted documents shall include sufficient information to demonstrate the Bidder's understanding of the key challenges involved in project ITB OFS and demonstrate that the Bidder is proposing an approach that can deal with these challenges.
- 3.5.4.3. Table of Contents
 - 3.5.4.3.1. 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 Management Proposal.
- 3.5.4.4. The following documents shall be part of the Management Proposal Package:
 - Draft Project Management Plan (PMP)
 - Draft Project Master Schedule (PMS)
 - Draft Project Product Breakdown Structure (PPBS)
 - Draft Project Work Breakdown Structure (PWBS)
 - Draft Quality Assurance Plan (QAP)
 - Initial Project Risk Register (Management Risks Only)
 - Bidder Qualifications and Key Personnel
- 3.5.4.5. The Management Proposal package shall not include detailed information which is publicly available (e.g. Project Management Methodology).
- 3.5.4.6. "Times New Roman" fonts in size 12 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.
- 3.5.4.7. Draft Project Management Plan (PMP)
 - 3.5.4.7.1. The Bidder shall provide a draft PMP in accordance with the requirements for the PMP as described in section 3.7 of the SOW, covering all aspects of the project and including the Contractor's project management structure and project management methodology, control processes and tools/environments, personnel assignments, and external relationships and relationship with the Purchaser necessary to provide the capability as required by this Contract.
- 3.5.4.8. Initial Project Master Schedule (PMS)
 - 3.5.4.8.1. The Bidder shall provide an initial PMS as described in paragraph 3.10 of the SOW based on the time constraints defined in the SOW.
- 3.5.4.9. Draft Project Product Breakdown Structure (PPBS) and Draft Project Work Breakdown Structure (PWBS)
 - 3.5.4.9.1. The Bidder shall provide a draft PPBS and PWBS as described in paragraphs 3.8 and 3.9 of the SOW. The PPBS and PWBS shall include

definitions of the major Work Packages and the relationship between the Work Packages and the end product.

- 3.5.4.9.2. The provided PPBS and PWBS shall decompose the Work Packages to a level that exposes all project risk factors and allows an accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.
- 3.5.4.10. Draft Quality Assurance Plan (QAP)
- 3.5.4.10.1. The Bidder shall provide a draft QAP, but they are also allowed to merge it into SDP, for the project as outlined in paragraph 3.16 of the SOW.
- 3.5.4.11. Initial Project Risk Register (Management Risks Only)
- 3.5.4.11.1. The Bidder shall provide an initial Risk Register with Management Risks for the project as outlined in paragraph 3.3.2 of the SOW.
- 3.5.4.12. Bidder Qualifications and Key Personnel
- 3.5.4.12.1. Corporate Experience
- 3.5.4.12.2. In this section, the Bidder shall detail the experience of the Contractor in the design, delivery, implementation and support of similar software-based systems, with particular emphasis on recent experience in developing integrated software solutions to meet military or government requirements. The Bidder shall provide:
- a description of the proposed ITB OFS foundation, including any relevant roadmaps and references to operational military use
 - the number of systems deployed/delivered
 - the purchaser(s) of these systems
 - the user(s) of these systems
 - the contract number(s)
 - the start date and end date of the contracts
 - a point of contact for verification purposes.
- 3.5.4.12.2.1 The Bidder shall provide information on its experience and expertise in developing software solutions for simulation, BMD, C2 Systems or Information Services and when this software/system has been delivered and used by military operators or in support to NATO or National Test events/exercises.
- 3.5.4.12.2.2 The Bidder shall describe its expertise and experience in the delivery of system support and maintenance of a level equivalent to that required for the sustainment of ITB OFS capability. This shall include experience in system support and maintenance (infrastructure and service support processes) and warranty support and repair-and-replacement service for information systems for large, geographically-dispersed organisations. This information shall be provided either in relation to the Contracts listed in paragraph 3.5.4.12.2 or in the same format for support Contracts awarded separately.

3.5.4.12.2.3 The Bidder shall describe its expertise and experience in the delivery of training courses of a level equivalent to those required for the training of ITB OFS capability. This shall include experience in the preparation of syllabuses, schedules, course prerequisites, student skill prerequisites, course evaluations and instructor materials.

3.5.4.12.3. Corporate Capabilities

3.5.4.12.3.1 This section shall describe the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure. This section should indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer. The Bidder shall describe the corporate resources which are available to support the Project resident in the organisation of the Contractor but not directly under the authority of the Project Manager. The Bidder shall describe the process by which the Project Manager may have access to these "in-house" corporate resources and what level of authority is required in the Corporation hierarchy to secure the needed resources.

3.5.4.12.3.2 The Bidder shall provide a sub-section which identifies the items and services which are to be developed and/or performed by the corporate resources of the Contractor. The Bidder shall identify the location of the production facilities which will be utilized, and/or the source within the corporate organisation of the services and expertise required. For corporate production facilities, the Bidder shall provide analytical evidence that adequate capacity exists in order that the required items may be made within the time schedule of the Prospective Contract. The Bidder shall show existing capital assets and provide a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Contract schedule. The Bidder shall further provide a description of any retooling efforts required and a time forecast of when these efforts can be completed.

3.5.4.12.3.3 The Bidder shall provide evidence which demonstrates its software development and testing practices and tools to reflect a well-established and mature level of capability.

3.5.4.12.4. Individual Skills and Experience

3.5.4.12.4.1 The Bidder shall provide the resumes of the individuals designated as Key Personnel in B-14. For each role identified, the resumes shall meet or exceed the experience and educational criteria stated in the SOW and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Bidder shall describe how each individual's expertise and experience will add value to the team.

3.5.5. Part III - Supportability Proposal

3.5.5.1. This part of the Technical Proposal covers the Bidder's approach to meeting requirements related to Deployment, Integrated Logistics Support (ILS), Operations and Maintenance, and Training requirements.

- 3.5.5.2. Table of Contents
- 3.5.5.2.1. 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 Supportability Proposal.
- 3.5.5.2.2. The following documents shall be the part of Supportability Proposal Package:
- Draft Configuration Management Plan (CMP)
 - Draft System Transition Plan (STP)
 - Draft Integrated Logistic Support Plan (ILSP)
 - Draft In-Service Support Plan (ISSP)
 - Draft Training Plan (TP) and sample of Training Material
 - Initial Project Risk Register (Supportability Risks Only)
- 3.5.5.2.3. The Supportability Proposal package shall not include detailed information which is publicly available (e.g. Support Framework).
- 3.5.5.2.4. “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.5.5.3. Draft Configuration Management Plan (CMP)
- 3.5.5.3.1. The Bidder shall provide a draft Configuration Management Plan (CMP) describing configuration management concept and methodology, as described in paragraph 3.15 of the SOW.
- 3.5.5.3.2. The draft CMP shall include a description of the proposed change control process.
- 3.5.5.4. Draft System Transition Plan (STP)
- 3.5.5.4.1. The Bidder shall provide a draft STP, as described in paragraph 6.8.5 of the SOW, including generic information and empty forms. The plan should provide a realistic approach for system transition activities that address the issues and solutions on transition from legacy ITB OFS to ITB OFS and reflects the Bidder’s experience with installation and activation activities.
- 3.5.5.5. Draft Integrated Logistic Support Plan (ILSP)
- 3.5.5.5.1. The Bidder shall provide a draft Integrated Logistic Support Plan (ILSP) as described in paragraph 6.2 of the SOW.
- 3.5.5.6. Draft In-Service Support Plan (ISSP)
- 3.5.5.6.1. The Bidder shall provide a draft In-Service Support Plan (ISSP) as described in paragraph 6.2 of the SOW.
- 3.5.5.7. Draft Training Plan (TrP) and sample Training Material

- 3.5.5.7.1. The Bidder shall provide a draft TrP as described in paragraph 6.9.3 of the SOW.
- 3.5.5.7.2. The Bidder shall provide sample Training Materials from other courses it has developed.
- 3.5.5.7.3. The Bidder shall identify at least two such courses it has developed and delivered within the last three years.
- 3.5.5.8. Initial Project Risk Register (Supportability Risks Only)
- 3.5.5.8.1. The Bidder shall provide an initial Risk Register with Supportability Risks for the project as outlined in paragraph ~~3.4.2~~3.3.2 of the SOW.

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this 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 its Bid. The Purchaser shall not be responsible for locating or securing any information that is not clearly and unequivocally provided and identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in SECTION 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as his approach and methodologies.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficiently detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the Bid regarding technical matters and shall not make any change to his price quotation at any time.
- 4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed Subcontractors.
- 4.1.7. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4-D/2261-ADD2 (1996 Edition), AC/4-D(2008)0002-REV1 and AC/4-D(2008)0002- REV2, "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology". The bid evaluation methodology to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the NATO Investment Committee (IC).

4.2. Best Value Award Approach and Bid Evaluation Factors

4.2.1. The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the Best Value to NATO, as evaluated by the Purchaser in accordance with the requirements of this IFB and in accordance with the evaluation method specified in this SECTION 4.

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

$$PS = 100 * (1 - (\text{Bid Price} / (2 \times \text{Average Bid Price})))$$

Where: Bid Price and Average Bid Price will be the investment cost or the Present Value of the system life cycle cost as per the authorization.

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

4.2.4. The weighted technical score will be determined according to the following formula:

$$TS = a\% * TS1 + b\% * TS2 + c\% * TS3 + \dots$$

Where:

TS1, TS2, TS3, ... ≤ 100 are the technical score of each of the authorized second-level or published third-level technical sub-criteria; and

a%, b%, c%, d%... are the related weighting factors for each of the second-level or third-level technical sub-criteria adding to 100.

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

$$FS = PS * z\% + TS * (1 - z\%) \leq 100$$

Where:

z% = **40%**, i.e. is the authorized weighting factor for the Price Criterion

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

4.2.7. Evaluation Criteria

4.2.7.1. The top level evaluation criteria are **40% Price and 60% Technical**.

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

4.2.7.3. The Purchaser's priorities in the evaluation of the Technical Proposal are described in the form of sub criteria in Section 4.2.7.4 below. The sub criteria are listed in descending order which reflects the relative importance that the Purchaser places on each sub criterion.

4.2.7.4. The Technical Criteria and their weighting are as follows:

4.2.7.4.1. Engineering

- 4.2.7.4.1.1 **25%** weight, based on the following sub-criteria which appear in descending order of importance:
- Maturity of technical solution/system design
 - Good understanding on the BMD domain/requirements for ITB OFS
 - Good coverage/suitability of technical solution/system design
 - Complete/suitable Technical Plans
 - Technical Team and company qualification/experience
 - Identified technical risks and associated mitigation proposals
 - Realistic Estimation / resource management
- 4.2.7.4.2. Management
- 4.2.7.4.2.1 **15%** weight, based on the following sub-criteria which are listed in descending order of importance:
- Complete/suitable Project Management Plans
 - Management Team qualification/experience
 - Complete/consistent Management Plans
 - Experience in similar projects
 - Suitability of Risk Management
 - Realistic Estimation / resource management
 - Effective Communication Management approach
 - Effective Subcontractor management
- 4.2.7.4.3. Supportability
- 4.2.7.4.3.1 **20%** weight, based on the following sub-criteria listed in descending order of importance:
- Complete/Suitable Integration approach
 - Suitability of Transition Plan
 - Life expectancy of the technical solution
 - Complete/suitable TVV Process and planning documentation
 - Support Team and company qualification/experience
 - Identified integration risks and associated mitigation proposals
 - Suitable Logistic Support Plan and approach
 - Realistic Estimation / resource management
- 4.2.8. The scores obtained from the Evaluation Criteria shall be aggregated through the formula specified in paragraph 4.2.2 in order to obtain the overall score of each bid.
- 4.2.9. A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the Purchaser staff beyond the originator and the Chairman of the Contracts Award Board, who are not evaluators within the framework of this IFB or

in any manner or form are made privy of evaluation information throughout the course of the evaluation process. The weighting scheme remains sealed until Step 4 of the evaluation process, described in paragraph 4.7.

4.3. Evaluation Procedure

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

4.3.1.1. Step 1: Administrative Compliance

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

4.3.1.2. Step 2: Technical Evaluation

4.3.1.2.1. All Bids having successfully passed Step 1 will have their Executive Summary, Management, Engineering, and Supportability Proposal Packages evaluated against the predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.7 above), and scored accordingly. This evaluation will result in "raw" or unweighted technical scores against the criteria.

4.3.1.2.2. Bidders should note that the evaluation of the Engineering aspects includes the assessment of a proposed technical foundation which shall be performed in accordance with the provisions of paragraph 4.5 below.

4.3.1.2.3. Bidders are advised that any Bid whose Technical Proposal receives a composite score of less than 20% of the maximum score possible in any of the sub-criteria listed under paragraph 4.2.7 may be determined by the Purchaser to be non-compliant and not further considered for award.

4.3.1.3. Step 3: Price Evaluation

4.3.1.3.1. The Price Quotations of all bids remaining after Step 2 will be opened, evaluated and scored in accordance with paragraph 4.6.

4.3.1.4. Step 4: Determination of Best Value Bid

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

4.4. Evaluation Step 1 – Administrative Compliance

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

- 4.4.1.1. The Bid was received by the Bid Closing Date and Time,
- 4.4.1.2. The Bid is packaged and marked properly,
 - 4.4.1.2.1. The Bid Administration Package contains the documentation listed in paragraph 3.2.4 and complies with the formal requirements established in paragraph 3.1.
- 4.4.1.3. 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.
- 4.4.1.4. Evaluation of Conflict of Interest Documentation

A Conflict of Interest means that because of other activities or relationships with other persons or entities or prior participation to earlier contracts, a Bidder is unable, or potentially unable to render impartial assistance or advice to the Purchaser, or the Bidder's objectivity in performing the contract work is, or might be otherwise impaired, or the Bidder has an unfair competitive advantage. Conflict of interest includes situations where the capacity of a Bidder (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective performance is or may be impaired or may otherwise result in a biased work product or performance because of any past, present or planned interest, financial or otherwise.

 - 4.4.1.4.1. Bidder has to ensure that he and his Sub-Contractors are not excluded from participating in this IFB, i.e. are not subject to any existing exclusion clauses in place and in line with NATO's Investment Committee decisions.
 - 4.4.1.4.2. The Purchaser will evaluate the Bidder submission as detailed in paragraph 3.3.4 and resort to the disqualification of the bid in those cases in which it is deemed that the Bidder's relationships with Contractors excluded from bidding could constitute a real or apparent conflict of interest, could in any manner or form influence or appear to influence the capacity of the Bidder to render unbiased service or otherwise result in an advantage during the course of the performance under the prospective Contract and any proposed conflict of interest mitigation plan proposed by the Bidder does not satisfactorily resolve the conflict of interest in place.
 - 4.4.1.4.3. Conversely, should the Purchaser deem that the Bidder's Conflict of Interest Mitigation Plan adequately addresses the concerns relevant to any conflict of interest, it will make such plan part of any awarded Contract and subject to the stipulation of Clause 27 of the prospective Contract Special Provisions. Equally in those cases where the Bidder declares that no apparent or real conflict of interest exists such condition shall be reflected in any resulting Contract and made subject to the prescription of Clause 27 of the prospective Contract Special Provisions.

- 4.4.1.4.4. In the event that, during the evaluation of the Bids, the Purchaser would determine or suspect that the Bidder has not disclosed a real or apparent conflict of interest of which it was knowledgeable of the time of Bid submission, in breach of paragraphs 4.4.1.4.1 and 4.4.1.4.3, the Purchaser reserves the right to declare the Bid non-compliant.
- 4.4.2. The Bidder certifies through signature of Annex B-15 Certificate of Price Ceiling that the total price offered in the price quotation for CLINs 1 through 4, or its conversion to EURO utilising for the purpose of price comparison the average of the official buying and selling rate(s) of the European Central Bank at close of business on the last working day preceding the signature of the subject certificate, does not exceed the price ceiling as described in paragraph 3.4.1.3 of this Book I. The Bidder shall not change the price offered in the bid by submitting this subject certificate. The Bidder shall only provide the certificate to confirm it does not exceed this price ceiling. For quotations submitted in other than EURO currency, it is the Bidder's responsibility to confirm that the certificate provided in the Bid remains valid in the following case:
- 4.4.2.1. When the reference rate used by the Purchaser for Price evaluation purposes as described in 4.6.3.1 has been subject to a fluctuation compared to the exchange rate indicated in the Certificate of Price Ceiling in Annex B-15 and,
- 4.4.2.2. It has an impact on the converted offered price compared to the Price Ceiling.
- 4.4.3. Subject to the stipulation of paragraph 4.4.1.1 through 4.4.1.4 Bids failing to conform to the above requirements may be declared non-compliant and may not undergo through further evaluation. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.
- 4.4.4. Notwithstanding paragraph 4.4.3, if it is later discovered in the evaluation of the Technical Proposal or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned 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 2 – Technical Evaluation

- 4.5.1. The Technical Proposal will be evaluated against the criteria and sub-criteria set forth in paragraph 4.2 above. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published here but 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. Engineering
- 4.5.2.1. Draft System Development Plan (SDP)

- 4.5.2.1.1. The Bidder shall provide a draft SDP to describe the engineering planning and development methodology.
- 4.5.2.1.2. The Bidder should propose in the draft SDP an effective approach and plan for developing and refining the HMI and system usability.
- 4.5.2.1.3. The draft SDP should clearly indicate the interaction with the Users and indicate the interaction points and activities in the SDP and PMS.
- 4.5.2.1.4. The Bidder shall provide, in draft SDP, the scope of the prototypes to be demonstrated at the PDR and CDR.
- 4.5.2.1.5. The Bidder shall provide plans to deliver interim versions of ITB OFS after CDR and planned scope of the delivery.
- 4.5.2.1.6. The Bidder must demonstrate in the draft SDP mature and appropriate engineering processes (e.g. development technologies, including development requirement, development practices, design methodologies, unit testing and system integration procedures, risks analysis, control and monitoring mechanisms).
- 4.5.2.1.7. The Purchaser will evaluate the quality and adequacy of the draft SDP with respect to its ability to successfully satisfy the requirements of ITB OFS.
- 4.5.2.1.8. The draft SDP will be evaluated on the basis of the comprehensiveness of the approach, its feasibility, and appropriateness to the requirements as described in the SOW.
- 4.5.2.2. System Design and Technical Solution
 - 4.5.2.2.1. Draft SSDD or Technical Solution Document
 - 4.5.2.2.1.1 The Purchaser will evaluate the effectiveness and robustness of the draft SSDD with respect to its ability to successfully satisfy the requirements of ITB OFS. The draft SSDD will also be evaluated regarding its feasibility and suitability to the requirements and conformity with best practices in systems engineering, software engineering and system life cycle processes applicable to operational military environment.
 - 4.5.2.2.1.2 The draft SSDD will outline the proposed solution. The evaluation will be based on but not limited to the requirements given in the SOW, rather than on an abstract declaration of compliance with international standards, although compliance with standards is also an important aspect.
 - 4.5.2.2.1.3 The Bidder will propose a feasible and effective design to achieve the functional requirements given in the SRS. The non-functional requirements are essential. A solution design based on a mature, adaptable and compatible infrastructure with already implemented functional capabilities will be scored higher than “green field” (from scratch) developments.

- 4.5.2.2.1.4 ITB OFS will have a number of main functional groups which have to be combined into a single, consolidated, integrated framework. Bidder's Technical Proposal will illustrate an integral capability rather than a loose collection of separate capabilities connected through interfaces. Therefore Separate solutions for individual components will not be acceptable
- 4.5.2.2.1.5 The draft SSDD should comply with the design constraints identified in the SOW.
- 4.5.2.2.1.6 The SSDD will explain the technical solutions regarding especially the following:
- How the system is decomposed into elements and components;
 - How the internal communication between modules/components will be handled;
 - How the ITB OFS Functions will be implemented;
 - How the ITB OFS Information Products will be stored and managed (create, read, update, delete, export, import) as required by ITB OFS functions;
 - How the external interfaces will be controlled and managed;
 - How the scenario will be prepared for display according to each user's needs;
 - How the individual system components will be controlled and monitored by the System Management;
 - How the User Management will be performed;
 - How the performance and scalability can be achieved;
- 4.5.2.2.1.7 The current Components of the BMD ITB capability will be kept operational until replacement. The contractor may decide to keep, extend, or replace current BMD ITB Components. The Contractor shall provide his/her intention to utilize ITB 5 and the detailed picture of existing capabilities in Bidding Package:
- Components to be used "as is",
 - Components to be used by modification,
 - Components to be developed.
- 4.5.2.2.1.8 As a part of Requirements Analysis phase, a requirements capturing event to be planned with Purchaser at Purchaser's Facility to get familiar with the existing ITB 5 capabilities and collect Purchaser's requirements within the scope given in SOW, ANNEX A. The duration and content of this event shall be recommended by the Contractor in the BIDDING package.
- 4.5.2.3. Draft PrMTP

- 4.5.2.3.1. The Bidder shall provide a draft PrMTP as described in the SOW.
- 4.5.2.3.2. The draft PrMTP should describe an effective and well-structured verification and validation program and identify how the Bidder plans to meet the Purchaser's verification and validation requirements.
- 4.5.2.3.3. The draft PrMTP will also:
 - Describe an effective Test Organisation;
 - Provide a Flow Diagram that identifies the sequence and details of the verification process;
 - Link test events to Project Milestones;
 - Identify any specialised or long-lead items required for testing;
 - Describe how testing will be automated.
- 4.5.2.3.4. The draft PrMTP shall identify a reasonable and appropriate level of support to verification and validation activities to be provided by the Purchaser in terms of manpower, services and material, including Purchaser witnessing and approval activities.
- 4.5.2.3.5. The draft PrMTP will identify all Configuration Items that are subject to verification and will indicate by which method the items will be evaluated. It will also describe how the system validation will be performed.
- 4.5.2.3.6. The draft PrMTP will be evaluated if it covers all the verification and validation activities with a reasonable and sound explanation, order, duration and schedule.
- 4.5.2.4. Integration with Bi-SC AIS
 - 4.5.2.4.1. Bidder's proposal will explain the integration of geospatial components in the architecture to fulfil the requirements of the SRS for interaction with Bi-SC AIS Core GIS, and visualisation of geo-referenced and geospatial data.
- 4.5.2.5. Performance and Capacity
 - 4.5.2.5.1. The SSDD will have a feasible and effective approach to achieve the system response time requirements identified in the SRS.
 - 4.5.2.5.2. The SSDD will have a feasible and effective approach to achieve the system capacity requirements identified in the SRS.
 - 4.5.2.5.3. The SSDD will describe how large number of objects will be handled within performance limitations (e.g. high number targets to be displayed).
- 4.5.2.6. Security Aspects
 - 4.5.2.6.1. ITB OFS functionality will be available on different network security domain with possible information exchange between them. The SRS includes description of where cross-domain information exchanges will take place. Bidder's proposal will describe, in the design, how these cross-domain links will be established and how data can be exchanged.

- 4.5.2.7. Completeness of Provided Documentation
 - 4.5.2.7.1. The Purchaser will evaluate all provided documents according to their completeness and consistency.
 - 4.5.2.7.2. The SSDD will be evaluated regarding their feasibility and suitability to the requirements and conformity with systems engineering and software engineering best practices and methods.
 - 4.5.2.7.3. The SSDD will be evaluated in its compliance to the requirements as described in the SOW and the sufficiency of the detail provided.
 - 4.5.2.7.4. Any required supporting models will be prepared using UML Version 2.1 and XMI Version 1.1 or higher, and reflect sound UML documentation practices.
- 4.5.2.8. Technical Risks
 - 4.5.2.8.1. The Bidder shall provide an initial list of Technical Risks and their associated Risk Mitigation Plans.
 - 4.5.2.8.2. The Technical Risks shall be evaluated whether it reflects a sound approach to initial risk identification.
 - 4.5.2.8.3. The Purchaser will evaluate the initially identified risks and their mitigation plans.
- 4.5.2.9. Technical Demonstration
 - 4.5.2.9.1. The Bidder is required to provide a video recorded Technical Demonstration to prove the Bidder's experience in developing simulation systems or C2 systems and to allow the Purchaser to assess the quality of the proposed solution to be offered as the foundation for ITB OFS. The demonstration is to be regarded as an integral part of the Technical Evaluation and is mandatory. Failure to provide the demonstration may result in the overall bid being declared non-compliant and be excluded from award.
 - 4.5.2.9.2. The Technical Demonstration shall be delivered at no-cost for the Purchaser and is to be regarded as part of the technical evaluation process described herein and hence subject to influence the overall score of the technical part of the bid presented. The intent of this demonstration is for the Bidder to provide evidence of the existence, application and maturity of the technology and processes and procedures that is proposed in their bid as well as to corroborate its overall content.
 - 4.5.2.9.3. The Technical Demonstration video shall simulate the conditions of a live demo session where the Bidder shall demonstrate the spectators how the workflows described in 4.5.2.9.7 are operated with the proposed tool.
 - 4.5.2.9.4. The total duration of the demonstration shall not be less than one (1) hour and shall not exceed two (2) hours.

- 4.5.2.9.5. During the demonstration, the Bidder shall provide an overview of its proposed solution, describe the software architecture and configuration of the demonstration system, explain the growth potential, conformity of standards, and then demonstrate the functions of the demonstration system.
- 4.5.2.9.6. The Purchaser will evaluate the quality and adequacy of the proposed engineering solution, as demonstrated during the Technical Demonstration of the ITB OFS technical foundation, with respect to its ability to successfully satisfy the requirements of the ITB OFS capability.
- 4.5.2.9.7. The scope of the Technical Demonstration includes the detailed presentation of the following:
- Live demonstration of capabilities that are relevant to the required ITB OFS functions, and that have been proposed by the Contractor to be engineered as part of the solution for ITB OFS, including but not limited to:
 - Scenario Preparation
 - Simulation control and management
 - Threat Injection
 - Scenario Run in 2D and 3D Environment
 - Supported interface and simulation standards
 - Data capturing and analysis samples including Link-16 related analysis
 - Live demonstration of system administration, system management and data management functionality, such as maintenance of the user configurations;
 - Demonstration of the used software architectures that is proposed as part of the ITB OFS design.
 - Examples of Human Machine Interface (HMI);
- 4.5.2.9.8. Technical Demonstration will be assessed against the following Performance
- Data Integrity, including data consistency throughout the demonstration;
 - Reliability, including number of faults exposed during the demonstration;
 - Usability, including HMI, supporting role-based access, applying consistent user input and data presentation, and quality of visualisations;
 - Efficiency and system response time during the demonstration;
 - Information security management.
- 4.5.3. Management
- 4.5.3.1. Draft Project Management Plan (PMP)

- 4.5.3.1.1. The Bidder shall provide a draft PMP appropriate to the requirements specified in the SOW and this IFB, and effectively describe the planning, activities and responsibilities that are feasible and appropriate to the requirements.
- 4.5.3.1.2. The draft PMP should clearly and accurately identify the project scope, including major deliverables, assumptions and constraints.
- 4.5.3.1.3. The draft PMP will provide the Purchaser with insight into the Bidder's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in the SOW.
- 4.5.3.1.4. The Purchaser will evaluate the quality and adequacy of the project management approach as defined in the PMP and related risks with respect to its ability to successfully satisfy the requirements of the ITB OFS capability.
- 4.5.3.1.5. Methodology
- 4.5.3.1.6. The draft PMP should describe the project management methodology, processes, including the phases and their staffing, cost and schedule estimate, project control mechanisms, risk and issue management, communication management, security management and the Purchaser involvement in the project management. The proposed approach is based on recognized project management practices and reflects a mature level of management capability.
- 4.5.3.1.7. The draft PMP should contain project management planning information so as to constitute a consistent and complete document that effectively permits the Purchaser to be able to assess the Bidder plans.
- 4.5.3.1.8. Sub-contractor Management
 - 4.5.3.1.8.1 The draft PMP should identify the Contractor's sub-contractor management aspects, in particular all major Contractor units and any sub-contractors involved in meeting the requirements of the Contract, and the portion of the overall effort or deliverable item for which they are responsible.
 - 4.5.3.1.8.2 In case several contractor units or sub-contractors are involved, the management of these units and sub-contractors are described, reasons for this organisation are justified, and expected benefits of this organisation for the Purchaser are explained.
 - 4.5.3.1.8.3 The Bidder should provide information about the quality assurance organisation of the individual sub-contractors.
 - 4.5.3.1.8.4 The Bidder should provide information about the arrangement to work on the deliverables as an integrated team, rather than as separate elements.
- 4.5.3.1.9. Other Plans

- 4.5.3.1.9.1 The Bidder will define in the PMP effective mechanisms for the following which will be detailed in separate plans when the Contract is awarded:
- Configuration Management
 - Risk Management
 - Quality Management.
- 4.5.3.2. PMS
- 4.5.3.2.1. The draft PMS, might be merged into PMP, should identify all Contract events and milestones, including Contract-related Purchaser activities and events.
- 4.5.3.2.2. The PMS will correlate with the PWBS and is also traceable to performance and delivery requirements of the SOW and is based on the Purchaser-provided project schedule.
- 4.5.3.2.3. The PMS will indicate the duration, sequence, and resourcing of the tasks which reflect a coherent approach to execution and a realistic assessment of the scope of work involved.
- 4.5.3.3. PPBS and PWBS
- 4.5.3.3.1. The draft PPBS and PWBS, might be merged into PMP, should include a definition of the major work packages and the relationship between the work packages and the end product.
- 4.5.3.3.2. The provided PPBS and PBWS is compliant to the SOW and adequately and appropriately decomposes the work packages to a level that exposes all project risk factors and allows accurate estimate of each work item's duration, resource requirements, inputs and outputs, and predecessors and successors.
- 4.5.3.4. Management Risks
- 4.5.3.4.1. The Bidder shall provide an initial list of Management Risks and their associated Risk Mitigation Plans.
- 4.5.3.4.2. The Management Risks shall be evaluated whether it reflects a sound approach to initial risk identification.
- 4.5.3.4.3. The Purchaser will evaluate the initially identified risks and their mitigation plans.
- 4.5.3.5. Project Team
- 4.5.3.5.1. The draft PMP describes the organization of the proposed Project Team and identifies all required roles of the team members of the Project Management Office (PMO), also describing the lines of reporting and oversight.
- 4.5.3.5.2. The draft PMP describes the PMO in terms of manpower and resources to conduct and support the management and administration of

operations in order to meet the objectives of the program, including taking all reasonable steps to ensure continuity of personnel assigned to work on this project and that the proposed resources are adequate for the tasks.

- 4.5.3.5.3. The description reflects clear lines of responsibility, authority, and reporting. For each key personnel identified, the proposed individuals meet or exceed the experience and educational criteria stated in SOW, Annex D.
- 4.5.3.5.4. The draft PMP will present that the individuals have the expected knowledge, capability, and experience to meet the requirements of this Contract. The team collectively represents a solid knowledge and experience base for carrying out the project.
- 4.5.3.6. Bidder Qualifications
 - 4.5.3.6.1. The Bidder shall provide a section, in the Management Proposal, related to the Bidder Qualifications (see paragraph 3.5.4.12)
 - 4.5.3.6.2. Bidder Qualifications will be evaluated based on an assessment of the following:
 - Corporate experience;
 - Corporate capabilities;
 - Individual skills and experience.
 - 4.5.3.6.3. The Bid should provide evidence of relevant and recent experience of the Bidder in the design, delivery, implementation and support of military software-based systems similar to the subject procurement, including:
 - Relevant and successful corporate experience in at least two Contracts through which a product has been delivered and used within the last five years and for which the Bidder developed integrated software solutions to meet military or government requirements.
 - Relevant and successful corporate experience within the last five years during which the Bidder has developed and delivered integrated software solutions for ITB OFS and which have been used by the military operators to support their tasks.
 - Relevant and successful corporate experience within the last five years for which the Bidder developed robust, efficient and intuitive HMI solutions to meet military, government or industrial requirements.
 - Relevant and successful corporate experience of the major sub-Contractors for critical components.
 - Relevant experience and expertise in providing corrective and adaptive support services for information systems for large, geographically-dispersed organisations.
 - Relevant and successful experience and expertise in export control.

- The Bid provides evidence of appropriate corporate capabilities of the Bidder, including:
- Adequate and appropriate corporate structure to administer the Project and corporate resources available to support the Project.
- Adequate and appropriate corporate items/assets, services and expertise available to support the Project.
- A well-established and mature level of capability in its software development, testing and implementation practices and tools.

4.5.4. Supportability

4.5.4.1. Supportability Assessment of the Solution

4.5.4.1.1. The Purchaser will evaluate the Bidder's proposed solution with respect to its supportability in the operational environment and over its entire system lifecycle. The proposed solution and implementation approach will be evaluated on the degree to which they reflect the best practices to enable supportability (e.g. use of COTS, use of open system architectures, flexibility of design and data models, complexity, availability of technical documentation, identification of supportability risk and approach).

4.5.4.1.2. The proposed solution will be evaluated with respect to its alignment with and optimisation of equipment, support infrastructure, facilities, manpower, and other resources required to maintain the system to meet the operational requirements in the changing environment.

4.5.4.1.3. The proposed solution will be evaluated with respect to its ability to facilitate (re)installation, configuration and operation.

4.5.4.1.4. The proposed solution and its associated documentation will be evaluated with respect to software maintenance regarding corrective, preventive, adaptive and perfective maintenance.

4.5.4.2. Life-Cycle Support Planning

4.5.4.2.1. The Purchaser will evaluate the quality and adequacy of the proposed life-cycle support planning documentation (i.e. draft Integrated Support Plan and draft Training Plan) with respect to its ability to successfully satisfy the requirements for supportability of the ITB OFS capability.

4.5.4.2.2. The proposed life-cycle support planning documentation will be evaluated on the basis of the comprehensiveness of the approach, its feasibility, and appropriateness to the requirements.

4.5.4.2.3. The proposed life-cycle support documentation will be evaluated for its compliance with the requirements for the respective plans specified in the SOW and the sufficiency of the detail provided.

4.5.4.3. Draft Configuration Management Plan (CMP)

4.5.4.3.1. The Bidder shall provide a draft CMP describing the proposed configuration management concept and methodology.

- 4.5.4.3.2. The draft CMP will be evaluated for its approach to handle the configuration and change management.
- 4.5.4.4. Draft Training Plan (TP)
- 4.5.4.4.1. The Bid provides a draft Training Plan consistent with the requirements for a Training Plan as specified in the SOW, defining a coherent and effective training approach and describing how it will meet requirements for initial and continuing training.
- 4.5.4.4.2. The draft TP will:
- Address adequately all stages of training development, delivery, and support.
 - Describe a coherent approach for how training will be developed, delivered, and maintained throughout the project life cycle, including how the proposed courses will be derived from the results of the Training Needs Analysis (TNA). It is expected that a blended training approach will be most effective.
 - Describe an adequate and appropriate set of training documentation.
 - Propose a reasonable training schedule, in relation to the overall Contract schedule.
 - Describe a reasonable level of support to be provided by the Purchaser (manpower, services and material).
- 4.5.4.4.3. Based on the annex to the draft TP, the Purchaser will also evaluate the level to which the Bidder demonstrates experience with developing and delivering quality training as evidenced by plans, experience and training materials.
- 4.5.4.5. Draft System Transition Plan (STP)
- 4.5.4.5.1. The Bidder will present a sound plan in the draft STP for the installation, activation activities to be carried out in all ITB OFS location following the concept explained in the SOW.
- 4.5.4.5.2. The STP should illustrate - through description of a sample site survey, initial site inventory and installation and activation check lists - an understanding of the level of detail and the configuration management requirements for site records related to system implementation.
- 4.5.4.5.3. The draft STP should provide a good description of the required Contractor organisation and key personnel for system installation, activation and operational transition.
- 4.5.4.5.4. The STP has to indicate a reasonable and appropriate level of support to be provided by the Purchaser in terms of manpower, services and material, including Purchaser witnessing and approval activities.

- 4.5.4.5.5. The STP has to indicate system transition activities that address the issues and recommended solutions on transition from legacy ITB OFS to ITB OFS and reflects the Bidder's experience on similar projects.
- 4.5.4.6. Supportability Risks
 - 4.5.4.6.1. The Bidder shall provide an initial list of Supportability Risks and their associated Risk Mitigation Plans.
 - 4.5.4.6.2. The Supportability Risks shall be evaluated whether it reflects a sound approach to initial risk identification.
 - 4.5.4.6.3. The Purchaser will evaluate the initially identified risks and their mitigation plans.

4.6. Evaluation Step 3 – Price Evaluation

- 4.6.1. Price Quotation
 - 4.6.1.1. The Bidder's Price Quotation will initially be assessed for compliance against the following criteria:
 - 4.6.1.2. The Price Quotation complies with the requirement relevant to the Bid Ceiling Price set forth in A-2.
 - 4.6.1.3. In particular, the Bidders shall note that the total cumulative amount of the below listed CLINs SHALL NOT exceed **€13,614,346.25**
 - CLIN 1: Project Management
 - CLIN 2: Systems Development
 - CLIN 3: Test and Acceptance
 - CLIN 4: ILS
 - CLIN 5: are evaluated options and part of the total of the Bid price evaluation but not included in the evaluation of the ceiling price.
 - 4.6.1.4. 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.
 - 4.6.1.5. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
 - 4.6.1.6. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.6.5 and does not exceed the defined price ceiling as per paragraph 3.4.1.3.
 - 4.6.2. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
 - 4.6.3. Basis of Price Comparison
 - 4.6.3.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores and compliance with the stated price ceiling. The exchange rate to be utilised by the Purchaser will

be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.6.3.2. The Evaluated Bid Price to be inserted into the formula specified at paragraph 4.2 will be the Grand Total of the Schedule of Supplies and Services calculated as follows:

- Total cumulative amount derived from the sum of the Firm Fixed Prices offered for:
 - Total Price CLIN 1 to CLIN 5.

4.6.4. Bidding Sheets Accuracy – Order of Precedence

4.6.4.1. Bidders are responsible for the accuracy of the price quotation provided. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the clarification procedure described at paragraph 4.1.5, for the purpose of determining the bid price subject to evaluation as per paragraph 4.6.3.2 (hence computable in the Best Value bid via the application of the formula at paragraph 4.2.7.1) the following descending order of precedence will be applied:

- Electronic Submission Bidding Sheets
 - Totals and Grand Total for CLINs as shown in the Bidding Sheet Schedule of Services and Supplies (SSS) Page.
 - Calculated Totals and Grand Total for CLINs deriving from the total indicated on each CLIN Bidding Sheet.
- PDF Copy Submission Bidding Sheets
 - Totals and Grand Total for CLINs as shown in the Bidding Sheet CLINs Summary Page
 - Calculated Totals and Grand Total of CLINs deriving from the total indicated on each CLIN Bidding Sheet.

4.6.5. Price Balance and Realism

4.6.5.1. In the event that the successful Bidder has submitted a price quotation that is less than two thirds of the average of the remaining compliant bids, the Purchaser must ensure that the successful bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the bid and will inform the national delegation of the firm. In this regards, the Bidder shall provide an explanation to both Purchaser and their national delegation on the basis of one of the following reasons:

4.6.5.1.1. An error was made in the preparation of the price quotation. The Bidder must document the nature of the error and show background documentation regarding preparation of the price quotation that convincingly demonstrates that an error was made by the Bidder. In such a case the Bidder may request to remain in the competition and accept the Contract at the bid price or to withdraw from the competition.

- 4.6.5.1.2. The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce costs to the Bidder resulting in an offered price that is realistic. The bidder's explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over the standard market costs, practices and technology.
- 4.6.5.1.3. The Bidder understands that the submitted price quotation is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such a reduction in revenue.
- 4.6.5.2. If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the bid non-compliant and the Bidder will be so notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261 (1996 Edition).
- 4.6.5.3. If the Purchaser accepts the Bidders explanation of a mistake and allows the Bidder to accept the contract at the Bid price or the explanation regarding competitive advantage in convincing, the Bidder shall agree that the supporting pricing data submitted with this bid will be the basis to determine fair and reasonable pricing for all subsequent negotiations for modifications or additions to the contract and that no revisions of proposed prices will be made.
- 4.6.5.4. In case of incrementally funded projects, the cost and pricing methodology used by the winning Bidder on the base Contract will be used as the basis for all follow-on contracts or amendments to the base Contract where these are proposed for IC agreement without competition.

4.7. Evaluation Step 4 – Calculation of Best Value Scores

- 4.7.1. Upon conclusion and approval of the Price Evaluation results, the pre-determined weighting scheme for the Technical Evaluation will be unsealed and the scores for the Engineering, Management, and Supportability factors will be calculated for each compliant bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each bid.
- 4.7.2. The highest scored bid will be recommended as the Successful Bid.
- 4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.

LIST OF ANNEXES

(See separate files in word document)

ANNEX A Instructions for Bidding Sheets

- A-1 Introduction**
- A-2 General Requirements**
- A-3 Bidding Sheets**
- A-4 Basis of Estimate**

ANNEX B Prescribed Administrative Forms and Certificates

- B-1 Certificate of Legal Name of Bidder**
- B-2 Acknowledgement of Receipt of IFB Amendments**
- B-3 Certificate of Independent Determination**
- B-4 Certificate of Bid Validity**
- B-5 Certificate of Exclusion of Taxes, Duties and Charges**
- B-6 Comprehension and Acceptance of Contract Special and General Provisions**
- B-7 Disclosure of Requirements for the NCI Agency Execution of Supplemental Agreements**
- B-8 Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent**
- B-9 List of Prospective Sub-Contractors**
- B-10 Bidder Background IPR**
- B-11 List of Sub-Contractor IPR**
- B-12 List of Third Party IPR**
- B-13 Certificate of Origin of Equipment, Services, and Intellectual Property**
- B-14 List of Proposed Key Personnel**
- B-15 Price Ceiling**
- B-16 Disclosure of Involvement of Former NCI Agency Employment**
- B-16.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures**
- B-17 Supply Chain Security Self-Attestation Statement**
- B-17.Bis Vendor Specific Requirements for Supply Chain Security**

ANNEX C Bid Guarantee - Standby Letter of Credit

ANNEX D Non-Disclosure Undertaking

ANNEX E Clarification Request Form

ANNEX F Cross Reference - Traceability Matrix

ANNEX G CV Template