

Annex A Instructions for Bidding Sheets

Bidding Sheets

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as “ITEMS”) set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in IFB-CO-14974-BMD.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

Bid Reference _____

¹ Bidders shall submit in electronic form the cover page and an electronic copy of the worksheets contained in the file “(NU) 02-IFB-CO-14974-BMD-Book I-Annex A-Bidding Sheets” that was submitted to them as part of the IFB package.

See separate Excel Workbook attached
“(NU) 02-IFB-CO-14974-BMD-Book I-Annex A-Bidding Sheets”

A-1 Introduction

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

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this IFB and referenced in Annex A-3.
2. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
5. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.
6. Should the Apparent Best Value Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
7. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.
8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.6. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
10. Any discounted or reduced prices offered by the Bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of

Annexes to Book I – Instructions to Bidders

the discount shall be clearly identified in the supporting detail sheets and applied at the unit price level.

A-3 Structure of Bidding Sheets

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

“Book I – IFB-CO-14974-BMD – Bidding Instructions – Bidding Sheets”

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

3. In CLIN 1.32, CLIN 1.33 and CLIN5.1.5, the unit price of NATO NR REACH Laptops has been determined by the Purchaser and shall be left unchanged. The Bidders shall submit the quantity of laptops they require to deliver the Contract with its Options and the total calculated amount of CLIN 1.32 and CLIN 1.33 will constitute a part of the total bid value.

In case of contract award, the Purchaser will provide the REACH Laptops as Purchaser Furnished Item (PFI) to the winning bidder in the quantity quoted. However the price in the contract for these CLINs will be put at 0 (zero).

After contract signature, should the contractor require additional NATO NR REACH Laptops, the Contractor shall bare the extra cost at the unit price indicated in the SSS. The Purchaser will deduct these costs from the Contractor's invoices.

A-4 Basis of Estimate

The Bidder shall provide a Basis of Estimate (BOE) for each of the main CLINs identified under the Schedule of Supplies and Services. The BOE submitted shall be an **unpriced version** of the Bidder's Bidding Sheets and shall be consistent with the resources identified under the PWBS and PMS. The BOE shall not include unit labour rates or price totals nor shall the pricing of other activities and the materials required under each item be priced. The purpose of the BOE is to enable the Purchaser to accurately validate the Technical Proposal —outside the price evaluation process— in terms of the proposed level of effort, labour mix, materials and amount of travel and other items proposed for each CLIN.

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2. Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for Bid CO-14974-BMD have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issued	Date of receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of IFB-CO-14974-BMD. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- c. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- d. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4. Certificate of Bid Validity

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-7. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

I, the undersigned, as an authorised representative of _____, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows:

(insert list of supplemental agreements or specify “none”)

Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s).

We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted Bid to be non-compliant with the requirements of the IFB;

We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8. Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent

I hereby certify that _____(name of Company) possesses and applies Quality Assurance Procedures/Plans AQAP 2110 or ISO 9001:2015 or equivalent as evidenced through the attached documentation².

Date

Signature of Authorised Representative

Printed Name

Title

Company

² Bidders must attach copies of any relevant quality certification.

Annex B-9. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ³	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

³ Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-10. Bidder Background IPR

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

- a. **The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.**

ITEM	DESCRIPTION

- b. **The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.**
- c. **The Background IPR stated above complies with the terms specified in Article 8 and Article 26 of the Contract Special Provisions.**

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. List of Subcontractor IPR

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

- a. **The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.**

ITEM	DESCRIPTION

- b. **The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.**
- c. **The Subcontractor IPR stated above complies with the terms Clause 30 the Contract General Provisions.**

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-12. List of Third Party IPR

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

- a. The Third Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract⁴.

ITEM	DESCRIPTION / IP OWNERSHIP	INDICATE IF COTS ⁵

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.
- c. The Background IPR stated above complies with the terms specified in Clause 19 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Clause 30 of the NCIO General Contract Provisions.

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

⁴ Indicate solely items the provision of which is necessary for the purpose of installing, maintaining and regularly operating the system (i.e. development environment, testing environment etc. items shall not be included)

⁵ Both items included and NOT included in the NCIA AFPL shall be listed. Indicate whether the IPR is applicable to a COTS product as defined in the General Contract Provisions.

Annex B-13. Certificate of Origin of Equipment, Services, and Intellectual Property

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

(a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity); and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-14. List of Proposed Key Personnel

Key Personnel are not necessarily required to work full-time in that position. Therefore, it is possible for an individual to fill more than one Key Personnel role at the same time, assuming the person is qualified to perform both roles.

Position	SOW Reference	Labour Category	Name	Designation Period
Project Manager				
Technical Lead				
Test Manager <u>Test Director</u>				
<u>Others to be proposed by bidder, if any</u>				

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-15. Certificate of Price Ceiling

I hereby certify that the total price offered in the price quotation of this Bid in Section 1 and 2 of the Bidding Sheets for CLINs 1 to 4 do not exceed € 13,614,346.25 as described in paragraph 3.5.2.1 of Book I.

For quotation submitted in other than EURO currency:

The Bidder shall establish this certificate within 5 days preceding the Bid Closing Date, and utilise 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 present certificate.

The bidder shall indicate in the table below the exchange rate(s) used for the establishment of the present certificate:

Currencies	EUR / Currency Exchange rates

Notes:

- (1) No price information of your Bid should be disclosed in neither the Bid Administration Package nor the Technical Proposal Package.
- (2) 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 the price ceiling specified in paragraph 3.5.2.1 of Book I.

Date	Signature of Authorised Representative
	Printed Name
	Title
	Company

Annex B-16. Disclosure of Involvement of Former NCI Agency Employment

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

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

The Bidder hereby certifies that:

- Its personnel, at any tier, working as part of the company’s team preparing the Bid have not held employment with NCI Agency within the last two years.
- It has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex B-17 of this IFB):

Employee Name	Former NCI Agency Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-16.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

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

Annex B-17. Supply Chain Security Self-Attestation Statement

[Name Contractor]

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems security enforcing products [...] has been assessed and assessed against the requirements attached hereto named 'Vendor Specific Requirements for Supply Chain Security' "

I endorse this supply chain security statement for the product [.....], which covers the

following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-17bis - Vendor Specific Requirements for Supply Chain Security

1. Supply Chain Security Program Governance

- 1.1. The vendor of Security Enforcing product shall implement a governed supply chain security program.
- 1.2. This area of security governance describes the practices for a CIS product vendor's overall governance for Supply Chain security and compliance. The program shall cover the following issues:
 - 1.2.1. Governance model:
 - 1.2.1.1. Clearly defining Roles and responsibilities
 - 1.2.1.2. Taking into account key third party vendor and their Supply chain security conformance
 - 1.2.2. Security policies, standards and procedures:
 - 1.2.2.1. Include supply chain security issues in their quality baseline, especially dealing with delivery and manufacturing issues;
 - 1.2.2.2. Maintain a supplier management procedure in their quality baseline;
 - 1.2.2.3. Security incident response procedures
 - 1.2.2.4. Define supply chain security self-assessment and internal audit processes.
- 1.3. The vendor, to improve its practices, should:
 - 1.3.1. Develop and implement a Supply Chain security program including roles and responsibilities, with identifying clearly 3rd Party vendor.
 - 1.3.2. Conform with existing standard and practices like Assurance Life Cycle (ALC) assurance requirements of ISO/IEC 15408, Informational technology – Security techniques – Evaluation criteria for IT security
 - 1.3.3. Develop its policies to manage Supply Chain security risks in the following areas:
 - 1.3.3.1. Manufacturing and service operations
 - 1.3.3.2. Implementation control and validation processes
 - 1.3.3.3. Scrap management processes
 - 1.3.3.4. Cyber threat and vulnerability management
 - 1.3.3.5. Anomaly detection and investigation
 - 1.3.3.6. Counterfeit mitigation, integrity and trapping
 - 1.3.3.7. Compliance management to manufacturing specification note
 - 1.3.3.8. Conduct short-periodic assessments by independent third parties against supply chain security leading practices to identify potential gaps

2. Security in Manufacturing and Operations

- 2.1. The governed supply chain security program shall address security in manufacturing and operations.
- 2.2. The area of security in manufacturing and operations describes the practices to protect against Supply Chain security threats and risks in manufacturing operations. It shall address, at least, the following:
 - 2.2.1. Security of production platform
 - 2.2.2. Security in Inventory Management
 - 2.2.3. Segregation of Duties

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- 2.2.4. Tracking and Accountability
- 2.2.5. Scrap Management
- 2.2.6. Tampering and Malicious Modification
- 2.2.7. Counterfeit Mitigation

2.3. The CIS product vendor, to improve its practices, should:

- 2.3.1. Implement controls to manage access to material inventory within the production environment.
- 2.3.2. Maintain accounting of inventory throughout the production lifecycle.
- 2.3.3. Maintain inventory tracking documentation and/or information for an appropriate agreed time period.
- 2.3.4. CIS equipment/components should be marked with one or more markers such as company logo, forgery-proof part number to prevent counterfeiting.
- 2.3.5. Implement applicable separation of duties controls to limit opportunities for counterfeiting, malicious modification and tampering.
- 2.3.6. Scrap should be tracked and controlled until destroyed or deemed unusable.

3. Security in Logistics

3.1. The governed supply chain security program shall address security in logistics.

3.2. The area of security in logistics describes the practices to protect against security threats and risks during storage and distribution of software, components and products through the Supply Chain. It shall address, at least, the following:

- 3.2.1. Packaging Security
- 3.2.2. Transportation Security, including tampering detection
- 3.2.3. Secured Warehousing and Storage,

3.3. The CIS product vendor, to improve its practices, should:

- 3.3.1. Ensure anonymity of client by implementing technical mechanism that doesn't require to show human-readable or direct information about client (example given: bar- code...).
- 3.3.2. Implement a control policy for each equipment/component before their packaging.
- 3.3.3. Ensure robust tamper detection by advanced mechanism (seal, secure packaging...).
- 3.3.4. Implement anti-tamper mechanisms
- 3.3.5. Store proprietary material in an access controlled area.
- 3.3.6. Uniquely identify all shipped components using valid identification and tracking techniques (e.g., serial numbers, date codes, license labels).

4. NATO Procurement and Sustainment Information Protection

4.1. The governed supply chain security program shall address NATO procurement and sustainment information protection.

4.2. This area addresses the protection of all NATO information handled during the operation of the CIS product and all the services linked to its usage. It covers Information related to the support service and the hotline involved in the maintenance of the product during the sustain phase; Information required by an ancillary service, like signature pushing,

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necessary for the correct operation of the product and any residual information in equipment handled all along the sustain and end-of-life phases and scrap management. The vendor shall address these issues by:

- 4.2.1. Using of cryptographic mechanisms and products to protect sensitive information exchanged ;
 - 4.2.2. Setting up Information access controls
 - 4.2.3. Enforcing a network security policies regarding confidentiality consistent with the sensitivity data handled, which may include parameters for use of third party cloud service providers
- 4.3. The CIS product vendor, to improve its practices, should:
- 4.3.1. Secure and control NATO and procurement and sustainment information in a manner such that:
 - 4.3.2. it limits the use for intended purpose;
 - 4.3.3. Limits the access to authorized personnel compliancy with need-to-know concept and cleared at the appropriate NATO level;
 - 4.3.4. Ensures segregation from that of other customers (e.g. separate information system customer directories).
 - 4.3.5. Ensure confidentiality of information during storage, scrapping and while in transit, using techniques as permitted by NATO directives.
 - 4.3.6. Implement all procedures and technical measures to prevent leakage of NATO procurement and sustainment information;
 - 4.3.7. Ensure anonymization or confidentiality of shipping and information gathered during the support and maintenance phases;
 - 4.3.8. Periodically have access control procedures, including visitor access, and all technics used to prevent leakage of information audited by independent control office.
 - 4.3.9. Ensure confidentiality of design and development information that could jeopardize product security.

5. Vendor Physical and Personnel Security

- 5.1. The governed supply chain security program shall address vendor physical and personnel security.
- 5.1.1. This area of personnel security describes the practices to protect NATO's operational or business confidential information when employees and contractors have physical access to such information on Vendor premises. It shall address, at least, the following:
 - 5.1.1.1. Physical Access Controls and Monitoring, in compliance with NATO directive protection of such a confidential information at proper level
 - 5.1.1.2. Security training and awareness, in compliance with NATO directive on protection of such a confidential information at proper level
 - 5.1.2. The CIS product vendor, to improve its practices, should:
 - 5.1.2.1. Implement applicable physical access controls for entering as well as exiting facilities.
 - 5.1.2.2. Periodically have development and loading premises, including all remote network access point audited by independent control office
 - 5.1.2.3. Periodically review and update physical access entitlement and privilege. This review should be based on employee background, adjusting the roles.

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- 5.1.2.4. Deploy periodic security awareness campaigns and training to all personnel addressing the following areas, as applicable:
 - 5.1.2.4.1. Security and information protection practices against social engineering, phishing, malware etc.
 - 5.1.2.4.2. Information systems access
 - 5.1.2.4.3. Security incident detection and reporting
 - 5.1.2.4.4. Response to burglary, robbery and in-transit theft
 - 5.1.2.4.5. Visitor access and challenging un-identified persons or vehicles
 - 5.1.2.4.6. Management and disposal of scrap
 - 5.1.2.4.7. Detection of counterfeit items and malicious modification

6. Security in Service Management

6.1. The governed supply chain security program shall address security in service management.

6.1.1. This area of service management describes the practices to continue to securely deliver support and ancillary services required for the security product to be operated - e.g. online services like signature server - and maintained – e.g. online update server - in an event of a service disruption. It shall address, at least, the following:

- 6.1.1.1. Security in Business Continuity Planning issues;
- 6.1.1.2. Business Continuity Plan Testing procedures;
- 6.1.1.3. Activity Recovery Plan.

6.1.2. The CIS product vendor, to improve its practices, should:

- 6.1.2.1. Implement security controls as part of business continuity efforts (e.g., processes, location) to ensure confidential information is protected during periods of disruption.
- 6.1.2.2. Implement vulnerability survey, both from customers and open sources.
- 6.1.2.3. Post-sale services and configuration support
- 6.1.2.4. Test business continuity plans for security periodically and update them based on the results of the testing.

7. Security in Incident Management

7.1. The governed supply chain security program shall address security in incident management.

7.1.1. This area of security incident management describes the practices to establish and implement a robust incident management process to identify, document and resolve security incidents. It shall address, at least, the following:

- 7.1.1.1. Incident handling and response procedures
- 7.1.2. The CIS product Vendor should:
 - 7.1.2.1. Establish capabilities to identify and respond to security incidents.
 - 7.1.2.2. Assign roles and responsibilities to personnel, including response procedures, to manage security incidents effectively.
 - 7.1.2.3. Review incident response plan periodically and update based on evolving security risks and threats.
 - 7.1.2.4. Vulnerability review and impact analysis on CIS product facilities.

- 7.1.2.5. Implement analysis of 0-day incidents, including their impact on the supply chain.

8. 3rd Party Supplier Management

8.1. The governed supply chain security program shall address 3rd party supplier management.

8.1.1. This area of 3rd party security describes making multiple tiers of suppliers to a CIS product vendor to NATO aware of all applicable security practices. The prior vendor shall ask to their 1st tier of underlying suppliers/partners for an assessment of the suppliers' supply chain security expressing compliance to this directive. Direct vendors to NATO should make Supply chain security statement of their underlying suppliers available to the contracting authorities.

8.2. Direct vendors to NATO should provide 3rd party suppliers with this directive and make them aware of its content, both requirements and recommended practices.

Annex C Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NCI Agency, Financial Management Office
Boulevard Leopold III, B-1110, Brussels
Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 300,000.00 (Three Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid CO-14974-BMD dated _____.

2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:

a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn his Bid, or stated that he does not consider his Bid valid or agree to be bound by his Bid, or

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the contract offered by the Agency, such contract being consistent with the terms of the Invitation for Bid, or

c) The NCI Agency has offered (NAME OF BIDDER) the contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the contract within a reasonable time, or

d) The NCI Agency has entered into the contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the contract within the time frame required.

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then

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current expiry date the N Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NCI Agency by registered mail.

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

“The NCI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF BIDDER), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of € (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

Annex D Non-Disclosure Undertaking

1. COMPANY SIGNING THE UNDERTAKING

[Insert name of Company], located in(address)..... (hereinafter referred to as “**Company**”) and its officers, directors and employees (being permanent, temporary, full-time, part-time, or staff that has been hired as consultants by the said company) agree to be bound by the terms of this undertaking (the “**Undertaking**”).

2. BACKGROUND

In order to allow potential bidders to prepare a bid under IFB-CO-14974-BMD, Confidential Information, as defined below, will be released to potential Bidders that have duly executed this Undertaking.

3. CONFIDENTIAL INFORMATION

For the purposes of this Undertaking, Confidential Information shall include the following items, regardless of the classification marked on the documents :

- All Documentation and materials included in BMD IFB Bidders’ library
- All documentation and briefings supporting the BMD bidders conference

4. RIGHT OF USE

4.1 Company is authorised to use the Confidential Information for the sole purpose of preparing a bid for IFB-CO-14974-BMD and for a limited period not to exceed the completion of the bid evaluation period (as notified by the Purchaser) for IFB-CO-14974-BMD. This period shall be extended automatically if Company is determined to be the Successful Bidder until the effective date of Contract CO- IFB-CO-14974-BMD, which shall then govern the terms of use and disclosure of the Confidential Information.

4.2 The Confidential Information will be delivered “as is”. Company acknowledges that the Confidential Information is released without any acceptance of liability for damages of any kind including but not limited to incidental, special or consequential damages sustained by the Company as a result of the usage of the Confidential Information.

4.3 Any cost involved with the use of the Confidential Information is the sole responsibility of the Company.

4.4 On completion of the bidding process in relation to Invitation For Bid IFB-CO-14974-BMD and at the latest five (5) working days after notification that Company is not the successful Bidder, Company shall return to NCI Agency, or destroy, the Confidential Information and provide NCI Agency with a written statement that Company has returned

the original Confidential Information and all copies or destroyed the original Confidential Information and all copies.

5. NON-DISCLOSURE

5.1. Company shall not disclose the Confidential Information to any third party and shall limit the disclosure internally to those of its officers, directors, employees (being permanent, temporary, full-time, part-time, or staff that has been hired as consultants by the said company) on a need to know basis and provided that these officers, directors, employees (being permanent, temporary, full-time, part-time, or staff that has been hired as consultants by the said company) are bound by a non-disclosure agreement or an adequate confidentiality clause covering the Confidential Information disclosed on the basis of this Undertaking.

5.2 Should any portion of the Confidential Information falls within any of the following provisions, such portion of the Confidential Information is released from the protection provided under this Undertaking from the date such provision becomes effective:

- Information which is or becomes part of the public domain without breach of this Undertaking;
- Information which is received after the signature of this Undertaking by Company from a third party who did not obtain or disclose it in violation of any rights of the NCI Agency;
- Information which is already known by Company, which is legally allowed to use it, at the time of signature of this Undertaking, which the Company can substantiate by written evidence;
- Information which is publicly disclosed with the prior written approval of the NCI Agency; and Information which is independently developed by an employee of the Company who did not have access to the Confidential Information and independent development is substantiated by sufficient evidence.

6. DISPUTE RESOLUTIONS

All disputes arising as a result of this Undertaking shall be subject to the dispute resolution procedure as detailed below:

6.1. Dispute resolution shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium, with the exclusion of the conflict of law rules.

6.2. All disputes arising under, or which are related to this Undertaking or with respect to its effectiveness shall be resolved by consultation. If no agreement can be found, either NCI AGENCY or the Company may open arbitration proceedings in accordance with the following arbitration provisions.

6.3. The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty (30) days from the date of receipt of this letter, NCI AGENCY and the Company shall jointly appoint an arbitrator. In the event of failing to

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appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by NCI AGENCY, another by the Company and the third, who shall act as President of the Tribunal, by these two arbitrators. Should NCI AGENCY or the Company fail to appoint an arbitrator during the fifteen (15) days following the expiration of the said first period, the appointment shall be made, within twenty-one (21) days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

6.4. Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal. Any arbitrator must be of the nationality of any one of the member states of the NATO and shall be bound by the rules of security in force within NATO.

6.5. Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of the NATO, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.

6.6. An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 6.3. above.

6.7. The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Undertaking. The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the appointment of the arbitration expenses.

7. GENERAL PROVISIONS

7.1 Nothing in this Undertaking shall be construed as granting or conferring any proprietary rights to the Company on the Confidential Information.

7.2 This Undertaking shall enter into effect on the date of signature. The confidentiality obligation under this Undertaking shall remain in effect for a period of 5 years following completion of the evaluation of IFB-CO-14974-BMD.

On behalf of Company

Date

Signature of Authorised Representative

Printed Name

Title

Company

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IFB-CO-14974-BMD- Book I- Annex E-Amdt2
Book I – Instructions to Bidders

Annex E Clarification Request Form

Company Name _____ Submission Date _____

**INVITATION FOR BID
IFB-CO-14974-BMD**

CLARIFICATION REQUESTS FORM

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ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTION	ANSWER	Status
A.1				
A.2				
A.3				

PRICE				
Serial NR	IFB REF	QUESTION	ANSWER	Status
P.1				
P.2				
P.3				

TECHNICAL				
Serial NR	IFB REF	QUESTION	ANSWER	Status
T.1				
T.2				
T.3				

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IFB-CO-14974-BMD- Book I- Annex F-[Amdt 2](#)
Book I – Instructions to Bidders

Annex F Cross Reference - Traceability Matrix

Company Name _____

**INVITATION FOR BID
IFB-CO-14974-BMD**

CROSS REFERENCE - TRACEABILITY MATRIX

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Book I, Annex F, Page 1

Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
1. Engineering			
4.5.2 4.5.3	4.4.3 3.8 3.9	Suitability of approach and plan for engineering effort on ITB technical Architecture design, and Requirements Validation and Verification as described in the draft Software Development Plan, the draft architecture as defined in System and Subsystem Design Document (SSDD), the draft PWBS, and the draft PMS.	
4.5.2 4.5.3	4.3, 4.4.3 3.8 3.10	Quality, robustness and completeness of the domain understanding necessary to deliver the architecture and requirements for BMD ITB 6 OFS as described in the Draft System Subsystem Design Description (SSDD), the draft SDP, the draft PWBS and in the initial Risk Log for technical risks	
4.5.2	4.3	Suitability of the technical approach in terms of maturity, viability and coverage for the ITB 6 OFS Development.	
4.5.3	3.3 4.1	Level of understanding of the technical risks involved in implementation of this project and of the complexities of BMD C2 in NATO and National BMD components as described in the Initial Risk Log, and adequacy of the proposed mitigation plan to address the initial identified risks	
4.5.3	3.7 Annex H	Adequacy of proposed team and qualifications of proposed personnel on Architecture and Requirements development as described in the Team and Individual qualifications. Engineering experience qualifications of Prime and proposed Sub as described in the Bidder qualifications	
4.5.3 Annex A-4		Realistic allocation of Personnel and resources to support ITB engineering activities as described in the Basis of Estimate (BOE)	

2. Supportability			
4.5.2 4.5.3	5.3 4.1 3.8 3.9	Quality, robustness and completeness of support approach for requirements testing, verification and validation as described in the draft PMTP, the draft SDP, the draft PWBS, the draft PMS, the draft templates of test package-	
3.6.5 <u>3.5.5</u>	6.2 6.6 3.15 and Annex F 6.9.3	Suitability of the proposed ITB Service delivery as described in the draft the draft Integrated Logistics Support Plan for ITB Operations and Maintenance, draft In-Service Support Plan (ISSP), the draft CMP, Training Plan (TP) and the sample of training materials	
3.6.5 <u>3.5.5</u>	3.3	Suitability of the Integration and test risk analysis and risk mitigation plans as described in the initial Risk Log	
<u>3.5.5</u>	<u>5.6.2</u> <u>6.8</u>	<u>Suitability of Transition Plan to support parallel operation of ITB 5 and ITB 6</u>	
4.5.2	5.3	Ability to integrate all necessary systems within the ITB 6 as demonstrated in the draft PMTP	
4.5.3	3.7 Annex H	Adequacy of the proposed team and qualifications of proposed personnel for ITB integration and operations as described in the Team and Individual qualifications including subcontractors	
4.5.2 Annex A-4		Realistic Manpower and Effort Assessments as described in the BOE	
4.5.2		Life expectancy of the proposed technical solution and reliance of SW Industry standards	

3. Management			
4.5.2	3.1 3.7 3.8 3.9 3.10	Suitability of planning, including the Project Management Plan, Project Master Schedule, Work Breakdown Structure	
4.5.2	3.15 and Annex F 3.3 3.16	Suitability of Configuration Management, Risk Management, Quality Assurance and Security Management approaches as described either in the draft PMP or in an associated separate plan	
4.5.2	3.13	Effectiveness of the communication mechanisms with the other contractor and purchaser as described in Draft PMP	
3.6.5	5.6.2 6.8	Suitability of Transition Plan to support parallel operation of ITB 5 and ITB 6	
4.5.2	3.7	Effective Subcontractor management as described in the draft PMP, where applicable.	

Annex G CV Template

Insert name here

Company name

Proposed Role: [Click here to enter text](#)
Key Personnel:

Proposed Team: [Please select](#)
Clearance Level: [Please select](#)

Employment History		
Company (most recent first)	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Company	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Company	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Company	Position	Dates
Summary of role	Click here to enter text	
Summary of relevance	Click here to enter text	
Summary of other experience		
Click here to enter text		

Education, Qualifications and Professional Membership					
Year	Qualification	Institution	Grade/Level		
Relevant Experience					
BMD Domain Experience <i>(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited¹)</i>					
Summary of experience with NATO and National BMD systems and capability areas					
Role-Specific Skills and Experience <i>(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited¹)</i>					
Summary of skills and experience relevant to the proposed role					
Tools and Methodologies <i>(describe experience and specify level of experience as Expert, Extensive, Familiar, or Limited¹)</i>					
Summary of experience with relevant tools and methodologies					
International Working Environments					
Summary of experience working in NATO or similar international working environments					
Language Proficiency <i>(as defined in STANAG 6001)</i>					
		Listening	Speaking	Reading	Writing
English language)	(working	Select Level	Select Level	Select Level	Select Level
French		Select Level	Select Level	Select Level	Select Level

¹ **Expert** – is recognised by peers as a subject matter expert through experience, published work, and/or qualifications
Extensive – has direct experience accumulated over a number of years, and relevant qualifications where applicable
Familiar – has some direct experience, more extensive experience in a related area, and/or has undertaken relevant training
Limited – has awareness through indirect experience or related work