

INVITATION FOR BID

**IFB-CO-15575-BMD
Amendment 4-2**

**BALLISTIC MISSILE DEFENCE
SYSTEM ENGINEERING AND INTEGRATION & TEST**

Project Serials No.:

**2005/OVA03019
2005/OVA03020**



BOOK I

INSTRUCTIONS TO BIDDERS



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SECTION 1. INTRODUCTION

1.1. Purpose

1.1.1. The purpose of this Invitation for Bid (IFB) is to provide System Engineering and Integration (SE&I) Support for the Agency's Ballistic Missile Defence (BMD) Programme.

1.1.2. The BMD Programme, set out in the Capability Package CP 0A1303REV1, encompasses eleven implementation projects. At the core of the Programme implementation are the following two projects related to the provision of the BMD capability where SE&I Contract support is expected: project 2005/OVA03019 (System Engineering support for BMD) for architecture design and implementation oversight and project 2005/OVA03020 (Integration & Test support for BMD) for the integration and testing of the BMD architecture.

1.2. Scope

1.2.1. The current authorisation and consequently any Contract resulting from this Invitation for Bid (IFB) shall address **solely** Projects 2005/OVA03019 and 2005/OVA03020.

1.2.2. Purpose of the projects: Comprehensive Systems Engineering as well as Integration, Verification and Test activities will be required to successfully achieve the BMD Capability. The two projects which provide the organisational capability to conduct programmatic activities will be executed during the entire timespan of the BMD Programme, i.e. from 2022 till 2029 (with a separate Transition-in period anticipated in 2021):

- 1) Systems Engineering (SE) Support for BMD. The purpose of this on-going project is to provide the capability for the management and the execution of Systems Engineering activities, to include the building and maintenance of the specifications for detailed functional requirements for BMC3I, the development of Transition and Target Architectures, establishment of test objectives, evaluation of test results, and technical oversight of system implementation projects.
- 2) Integration & Test Support for BMD. The purpose of this on-going project is to provide the capability for the management and execution of the integration of all BMD Architecture components (BMC3I, weapon and sensor systems) through testing and verification, and for the support to operational BMD training and exercises.

1.3. Overview of the Prospective Contract

- 1.3.1. The Prospective Contract (Book II) requires the selected Contractor to deliver the scope of all 2 Projects described above as a subject of the overall BMD capability. This will be achieved within the framework of the Contract resulting from this IFB by the means of performance of Contract requirements further defined in the Statement Of work (SOW).

1.4. Governing Rules, Eligibility, and Exclusion Provisions

- 1.4.1. This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition). 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.
- 1.4.2. Best Value Evaluation Method
- 1.4.2.1. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth 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
- 1.4.2.2. The bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.
- 1.4.3. This Invitation for Bid will not be the subject of a public Bid opening.
- 1.4.4. 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](#)~~Request for IFB Clarifications~~".

1.5. Security

- 1.5.1. Security
- 1.5.1.1. This Invitation for Bid has been classified as NATO UNCLASSIFIED, except for part of the Bidders' Library that is marked NATO RESTRICTED.

- 1.5.1.2. 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.

1.6. Bidders' Library - Release of 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.
- 1.6.2. Upon request, a CD "Bidders Library" can be provided after returning the signed Certificate in Annex D IFB-CO-15575-BMD Non-Dislosure 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.

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
1. Architecture Definition and Requirement Specification				
1.1. (NU) Architecture Vision	BMD-SE-PRG-ARCHVIS-3.0	NU	Yes	Yes
1.2. (NR) Architecture Definition Document	(NR) BMD ADD v4.1 Release Version	NR	Yes	Yes
1.3. The Open Group Architectural Framework (TOGAF) Version 9.2, 2018	The Open Group Architectural Framework (TOGAF) Version 9.2, 2018	NU	Yes	Publicly available
1.4. (NU) Example ARS Template	(NU Example ARS Template	NU		Yes
1.5. (NR) INTERFACE DESIGN DESCRIPTION (IDD)	BMD-SE-PRG-IDD-558-2.0	NR		Yes
1.6. (NR) Link-16 Reference	BMD-SE-PRG-L16REF-558-2.0	NR		Yes
1.7. (NR) NRT Reference	BMD-SE-PRG-NRTREF-558-2.0	NR		Yes
1.8. (NR) BMD NRT MIP	BMD-SE-BC-C2NRTMIP-004-3.0	NR		Yes
1.9. (NR) National RT ICD Example Template	(NR) RT ICD Example Template	NR		Yes
1.10. (NR) National NRT ICD Example Template	(NR) NRT ICD Example Template	NR		Yes
1.11. (NU) Integrating National Systems with NATO BMD Architecture	SOP 12.10.20	NU		Yes
2. ITB Development Documents				
0				
2.1. ITB Test Acceptance Plan	(NU) BMD-IT-PRG-ITBB5TAP-004-1.0	NU		Yes
3. ITB Support Documentation				
0				
3.1. ITB ILSP	BMD-PM-PRG-ILSP-004-2.0	NU	Yes	Yes
3.2. ITB Service Delivery Plan (SDP)	BMD-PM-PRG-SDP-A00	NU	Yes	Yes
3.3. ITB Hardware Suite	(NU) BMD-IT-BC-ITBHWS-122-4.0	NU	Yes	Yes
3.4. ITB Software & Licenses	BMD-IT-TA1-SLD-1.0	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
3.5. ITB Federation Agreement	(NU) BMD-IT-PRG-ITBFEDAG-122-3.0	NU		Yes
3.6. ITB IDD	(NU) BMD-IT-PRG-ITBIDD-042-2.0	NU	Yes	Yes
3.7. Security Test and Verification Plan (STVP) for BMD ITB	(NR) BMD-ITB_STVP_NR	NR	Yes	Yes
3.8. (NU) CFBLNet Manual version 1.0, October 2018	(NU) CFBLNet Manual_v1.0	NU	Yes	Yes
3.9. (NR) "delta" System Specific Security Requirements Statement for NATO SECRET Ballistic Missile Defence Integration Test Bed Laboratory (SSRS) ver 0.8, 11 Oct 2019	(NR) delta SSRS_BMDITB	NR	Yes	Yes
4. ITB Tech References				
0				
4.1. ITB Training Materials (Analyst Training)	(NU) BMD-IT-BC-ITBANLSTTRNG-108-2.0	NU	Yes	Yes
4.2. ITB Training Materials (Operator Training)	(NU) BMD-IT-BC-ITBOPRTRNG-108-2.0	NU	Yes	Yes
4.3. ITB-OFS Gameboard User Manual	(NU) ITB-GB-SUM	NU		Yes
4.4. ITB-OFS ID Installation Guide	(NU) ID Installation Guide	NU		Yes
4.5. ITB-OFS MLC User Manual	(NU) Multilink-Controller User Manual	NU		Yes
4.6. ITB-OFS NAUTILUS User Manual	(NU) Nautilus User Manual	NU		Yes
4.7. OV1 - ITB System Overview	BMD-IT-PRG-DWGOV1-2.0	NU		Yes
4.8. OV2 - ITB High Level Logical View	BMD-IT-PRG-DWGOV2-2.0	NU		Yes
4.9. OV3 - ITB Fibre Connections	BMD-IT-PRG-DWGOV3-2.0	NU		Yes
4.10. OV4 - ITB Time Servers	BMD-IT-PRG-DWGOV4-2.0	NU		Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
4.11. OV5 - ITB Data Transfer Overview	BMD-IT-PRG-DWGOV5-2.0	NU		Yes
4.12. ACCS Networks Switching	BMD-IT-PRG-DWGOV6-2.0	NU		Yes
4.13. HW1 - BMD Rack 1 Virtualization	(NU) BMD-IT-PRG-DWGOV6-003-3.0	NU		Yes
4.14. HW1.1 - HP C3000 Chassis	(NU) BMD-IT-PRG-DWGHW1-2.0	NU		Yes
4.15. HW3 - BMD Rack 3 Network Storage	BMD-IT-PRG-DWGHW3-2.0	NU		Yes
4.16. HW4 - ACCS Rack	BMD-IT-PRG-DWGHW4-2.0	NU		Yes
4.17. HW5 - Communications Rack Data Centre	BMD-IT-PRG-DWGHW5-2.0	NU		Yes
4.18. HW6 - Communications Rack ITB Lab	BMD-IT-PRG-DWGHW6-003-4.0	NU		Yes
4.19. HW7 - ITB Lab Floor Layout	BMD-IT-PRG-DWGHW7-003-5.0	NU	Yes	Yes
4.20. HW8 - BMD DDS Rack	BMD-IT-PRG-DWGHW8-2.0	NU		Yes
4.21. HW9 - BMD ACCS Rack 2	BMD-IT-PRG-DWGHW9-2.0	NU		Yes
4.22. HW10-BMD Patch Rack at TNO	BMD-IT-PRG-DWGHW10-003-4.0	NU		Yes
4.23. CFG1 - Cisco Networking	BMD-IT-PRG-DWGCFG1-2.0	NU		Yes
4.24. CFG2 - Virtual Chassis Connections	BMD-IT-PRG-DWGCFG2-003-4.0	NU		Yes
4.25. CFG2A-Virtual Chassis Connections	BMD-IT-PRG-DWGCFG2A-003-4.0	NU		Yes
4.26. CFG3 - Virtual LANs	BMD-IT-PRG-DWGCFG3-701-3.0	NR		Yes
4.27. CFG4 - NetApp Configuration	BMD-IT-PRG-DWGCFG4-2.0	NU		Yes
4.28. CFG5 - ACCS Network	BMD-IT-PRG-DWGCFG5-2.0	NU		Yes
4.29. CFG7 - Video Distribution System	BMD-IT-PRG-DWGCFG7-003-4.0	NU		Yes
5. Project Specification Documentation and Examples of Test Plan and/or Test Procedure		0		
5.1. Example PSDs	Example PSDs	NU	Yes	Yes
5.2. Ensemble Test 5 Test Plan	BMD-IT-MA4-ET5TPL-1.0	NU	Yes	Yes
5.3. Ensemble Test 5 Test Procedure	BMD-IT-BC-ET5TPR-1.0	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
5.4. Ensemble Test 6 Test Plan	BMD-IT-BC-ET6TPL-1.0	NU	Yes	Yes
5.5. Ensemble Test 6 Annex A - Test Cases	BMD-IT-BC-ET6TPL-1.0 Annex A	NU	Yes	Yes
5.6. Ensemble Test 6 NRT Test Procedures	BMD-IT-BC-ET6NRTTP-1.0	NU	Yes	Yes
5.7. Ensemble Test 6 RT Test Procedures #1	BMD-IT-BC-ET6RTTP1-1.0	NU	Yes	Yes
5.8. Ensemble Test 6 RT Test Procedures #2	BMD-IT-BC-ET6RTTP2-1.0	NU	Yes	Yes
5.9. Ensemble Test 6 RT Test Procedures #3	BMD-IT-BC-ET6RTTP3-1.0	NU	Yes	Yes
5.10. Ensemble Test Lite 2019 Test Plan Phase 1	BMD-IT-BC-ETLITE19P1TP-004-1.0	NR	Yes	Yes
5.11. Ensemble Operator Test 2020 Test Plan	BMD-IT-BC-EOT20TP-004-1.0	NU	Yes	Yes
5.12. (NR) Ensemble Operator Test 2020 Test Plan Annex A- EOT Architecture Exploration	BMD-IT-BC-EOT20TP-004-1.0	NR	Yes	Yes
5.13. (NR) Ensemble Operator Test 2020 Test Plan Annex B- EOT Technical Context	BMD-IT-BC-EOT20TP-004-1.0	NR	Yes	Yes
5.14. ITB Build 5 Test Acceptance Plan (TAP)	(NU) BMD-IT-PRG-ITBB5TAP-004-1.0	NU	Yes	Yes
5.15. Integration Test Bed (ITB) Build 5 Technology Refresh Acceptance Test Report (ATR)	(NU) ITB OFS ATR	NU	Yes	Yes
5.16. ACCS TMD1 FSA SIT Test Package	BMD-IT-BC-ACCSFSAITBSIT-007-2.0	NR	Yes	Yes
5.17. (NU) AirC2 IS BL4 FAT SIT UAT Project Specification	(NU) AirC2 IS BL4 FAT SIT UAT Project Specification	NU	Yes	Yes
5.18. (NU) CIT_SOW_Generic_Formidable_Shield	(NU) CIT_SOW_Generic_Formidable_Shield	NU	Yes	Yes
5.19. (NU) CIT_SOW_JPOW2021	(NU) CIT_SOW_JPOW2021	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
5.20. Steadfast armour 17 (STAR 17) Exercise workbook	(NU) BMD-IT-BC-STAR17EXWB-1.0	NU	Yes	Yes
6. Programme Planning Documents				
0				
6.1. Ballistic Missile Defence NATO Staff Requirement (BMD NSR)"	(NR) AC/259-D(2013)0016	NR	Yes	Please obtain through your National Delegation
6.2. (NR) BMD CAPABILITY PACKAGE 0A1303 Revision 1	AC/259-N(2013)0010	NR	Yes	Please obtain through your National Delegation
6.3. (NR) CP 0A1303-Rev 1 Joint Staff Screening Report	AC/335-D(2013)0008	NR	Yes	Please obtain through your National Delegation
6.4. (NR) BMD Capability Package Implementation Plan (PIP)	AC/4(PP)N(2013)0091 – BC-D(2013)0193	NR	Yes	Please obtain through your National Delegation

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
6.5. (NR) CNAD report on the BMD Programme Review	AC/259-D(2019)0002	NR	Yes	Please obtain through your National Delegation
6.6. (NR) BMD Programme Master Plan	BMD-PO-PRG-PMP-1.0	NR	Yes	Yes
6.7. Joint AirC2 Lifecycle Configuration Management Plan	(NU) AirC2 Lifecycle CM Plan - Core_v2018_1	NU	Yes	Yes
6.8. AMDC2 Quality Management Manual	SOP 12.20.10	NU	Yes	Yes
6.9. BMD Integratd Master Test Schedule (IMTS)	(NR) BMD-IT-PRG-IMTS-004-2.0	NR	Yes	Yes
6.10. (NU) BMD Tranche-Based Capability Delivery Methodology Guide	(NU) Tranche-Based Capability Delivery Methodology	NU	Yes	Yes
6.11. (NU) Management of Risks in AMDC2	SOP 12.20.30	NU	Yes	Yes
6.12. System Engineering Master Plan (SEMP)	BMD-PM-PRG-SEMP-3.0	NU	Yes	Yes
6.13. (NU) Verification Cross Reference Index (VCRI) and Matrix (VCRM) Point Paper	(NU) VCRI VCRM Point Paperv1.0	NU	Yes	Yes
6.14. Programme Master Test Plan (PMTP)	(NU) PMTP	NU	Yes	Yes
6.15. BMD Programme Verification Strategy (PVS)	BMD-IT-PRG-PVS-3.0	NU	Yes	Yes
6.16. BMD Baseline Capability (BC) Architecture Verification Master Test Plan	BMD-IT-BC-AVMTPL-9.0	NR	Yes	Yes
6.17. Ballistic Missile Defence (BMD) Initial Operational Capability (IOC) Integration Test Plan	(NU) BMD IOC Integration Test Plan	NU	Yes	Yes
7. Security & Safety Documents	0			

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
7.1. Security within the NATO	C-M(2002)49-COR12	NU	Yes	Please obtain through your National Delegation
7.2. Security Committee - Directive on Classified Project and Industrial Security	AC/35-D/2003-REV5	NU		Please obtain through your National Delegation
7.3. C3B Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products	AC/322-D(2017)0016 (INV)	NU		Please obtain through your National Delegation
7.4. Security Committee - Directive on the Security of Information	AC/35-D/2002-REV4	NU		Please obtain through your National Delegation

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
7.5. Security Committee - Directive on Personnel Security	AC/35-D/2000-REV7	NU		Please obtain through your National Delegation
7.6. C3B INFOSEC technical and implementation directive for the interconnection of CIS	AC/322-D/0030-REV5	NR		Please obtain through your National Delegation
7.7. C3B Supporting document on the interconnectio of NR CIS to the Internet	AC-322-D(2010)0058	NR		Please obtain through your National Delegation
7.8. C3B Technical and Implementation Directive on CIS Security	AC/322-D/0048-REV3	NU	Yes	Please obtain through your National Delegation
7.9. Security Classification Guidelines for ACCS Artefacts	NCIA/AMDC2/2018/00377	NU		Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
7.10. ACO Security Directive	ACO DIRECTIVE 070-001	NU	Yes	Please obtain through your National Delegation
7.11. ACO CIS Security	ACO DIRECTIVE 070-005	NR		Please obtain through your National Delegation
7.12. NCI Agency Security (Industrial Security)	AGENCY DIRECTIVE 03.04	NU	Yes	Yes
7.13. NCI Agency Security (Security Breaches, Compromises and Investigations)	AGENCY DIRECTIVE 03.05	NU	Yes	Yes
7.14. DRAFT - SecOPS for NCIA NATO NS The Hague Laboratory Environment (THLE)	NSTHLE_SecOPs	NU	Yes	Yes
7.15. DRAFT - SecOPS for NS BMD Integration Test Bed Laboratory	NSTHLE_SecOPs_BMDITB	NU	Yes	Yes
7.16. SecOPS for End-Users of NATO NR AIS	(NU) NR AIS SecOPs v2.0	NU	Yes	Yes
7.17. NATO BMD Security classification guide	(NU) BMD_PO_PRG_SCG_2_0	NU		Yes
8. Tools & Databases 0				
8.1. (NU) Engineering Tool Environment Description	(NU) Engineering Tool Environment description v1.0	NU	Yes	Yes

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
8.2. (NU) Demo Observation & Issue Database (OIDB) - (NU Client & Database and Installation Instructions)	(NU) Demo OIDB	NU		Yes
8.3. Observation & Issue Database User Guide	BMD-IT-PRG-OIDBUG-1.0	NU	Yes	Yes
8.4. Observation & Issue Management Process Guide	(NU) BMD-IT-PRG-OIMGMPG-108-2.0	NU	Yes	Yes
9. Allied Quality Assurance Publications (AQAPs)				
0				
9.1. STANAG 4107 (Edition 11), Mutual Acceptance of Government Quality Assurance and Usage of The Allied Quality Assurance Publications (AQAP), 16 December 2019	STANAG 4107 (Edition 11), Mutual Acceptance of Government Quality Assurance and Usage of The Allied Quality Assurance Publications (AQAP), 16 December 2019	NU	Yes	Publicly available
9.2. AQAP-160 (Ed. 1) Allied Quality Assurance Publication, NATO Integrated Quality Requirements for Software Throughout the LifeCycle	AQAP-160 (Ed. 1) Allied Quality Assurance Publication, NATO Integrated Quality Requirements for Software Throughout the LifeCycle	NU	Yes	Publicly available
9.3. AQAP-169 (Ed. 1) NATO Guidance on the use of AQAP-160	AQAP-169 (Ed. 1) NATO Guidance on the use of AQAP-160	NU	Yes	Publicly available
9.4. AQAP-2000 (Ed. 3), NATO Policy on an Integrated Systems Approach to Quality Through the Life Cycle	AQAP-2000 (Ed. 3), NATO Policy on an Integrated Systems Approach to Quality Through the Life Cycle	NU	Yes	Publicly available
9.5. AQAP-2009 (Ed. 3) NATO Guidance on the Use of the AQAP 2000 Series	AQAP-2009 (Ed. 3) NATO Guidance on the Use of the AQAP 2000 Series	NU	Yes	Publicly available

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
9.6. AQAP-2050 (Ed. 1) NATO Project Assessment Model	AQAP-2050 (Ed. 1) NATO Project Assessment Model	NU	Yes	Publicly available
9.7. AQAP-2070 (Ed. B Ver.4), NATO Mutual Government Quality Assurance (GQA) Process	AQAP-2070 (Ed. B Ver.4), NATO Mutual Government Quality Assurance (GQA) Process	NU	Yes	Publicly available
9.8. AQAP-2105 (Ed. C Ver.1), NATO Requirements for Quality Plans	AQAP-2105 (Ed. C Ver.1), NATO Requirements for Quality Plans	NU	Yes	Publicly available
9.9. AQAP-2110 (Ed.D, Ver.1) NATO Quality Assurance Requirements for Design, Development and Production	AQAP-2110 (Ed.D, Ver.1) NATO Quality Assurance Requirements for Design, Development and Production	NU	Yes	Publicly available
9.10. AQAP-2120 (Ed. 3) NATO Quality Assurance Requirements for Production	AQAP-2120 (Ed. 3) NATO Quality Assurance Requirements for Production	NU	Yes	Publicly available
9.11. AQAP-2130 (Ed. 3) NATO Quality Assurance Requirements for Inspection and Test	AQAP-2130 (Ed. 3) NATO Quality Assurance Requirements for Inspection and Test	NU	Yes	Publicly available
9.12. AQAP-2131 (Ed. C, Ver. 1) NATO Quality Assurance Requirements for Final Inspection and Test	AQAP-2131 (Ed. C, Ver. 1) NATO Quality Assurance Requirements for Final Inspection and Test	NU	Yes	Publicly available
9.13. AQAP-2210 (Ed. A, Ver. 2), NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310	AQAP-2210 (Ed. A, Ver. 2), NATO Supplementary Software Quality Assurance Requirements to AQAP-2110 or AQAP-2310	NU	Yes	Publicly available

A. Title	B. Reference	C. Classification	D. SE & I, SOW	E. Bidders Library
9.14. (NU) STANAG 6001, Edition 5, NATO Language Proficiency Levels, 15 December 2014	(NU) STANAG 6001, Edition 5, NATO Language Proficiency Levels, 15 December 2014	NU	Yes	Publicly available

- 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. "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

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

2.1.1.7. “IFB”: Invitation for Bid

2.2. Eligibility and Origin of Equipment and Services

2.2.1. As stated in paragraph 1.4.1 above, only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. Bid Delivery and Bid Closing

2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below in Paragraph 2.3.2 below before 14 hours (Brussels Time) on **Tuesday 01-22 September 2020** 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-15575-BMD@ncia.nato.int

2.3.3. The Quotation shall consist of three (3) separate subject emails:

2.3.3.1. For the first e-mail the subject line shall read: “IFB-CO-15575-BMD – Official Bid for [company name] – Part 1 - Administrative Envelope”. The e-mail content shall be as described in Paragraph 3.2.1(a) below, with no password protection to the file and shall be not larger than 20MB total.

2.3.3.2. For the second e-mail the subject line shall read: “IFB-CO-15575-BMD –Official Bid for [company name] – Part 2 - Price Quotation”. The e-mail content shall be as described in Paragraph 3.2.1(b) below, with no password protection to the file, and shall be not larger than 20MB total.

- 2.3.3.3. For the third e-mail the subject line shall read: "IFB-CO-15575-BMD – Official Bid for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.2.1(c) 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.
- 2.3.4. 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.
- 2.3.5. 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 closing date for the IFB shall be submitted only via the point of contact indicated in paragraph 2.5.1 below. Any request for extension shall be submitted by the Bidder no later than fourteen (14) days prior to the established Bid Closing Date.

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: +32.2.707.83.35

E-mail: IFB-CO-15575-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.
- 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 points of contacts 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 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 mean 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.

- 2.6.9. 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 in the Bidders offer.
- 2.6.10. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the mean of the issuance of a formal IFB amendment in accordance with paragraph 2.8 below.
- 2.6.11. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

2.7. Requests for Waivers and Deviations

- 2.7.1. Requests for alterations to, waivers or deviations from the terms or conditions of the Invitation for Bid or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 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 may be accompanied by an acknowledgement of receipt which the Bidder shall complete and forward to the Purchaser. Alternatively the Purchaser may provide for an automatic reception notification mechanism within its electronic transmission (i.e. email receipt) . This process of IFB amendment issuance 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 Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

2.9. Modification and Withdrawal of Bids

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

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

2.10. Bid Validity

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

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

- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
- 2.10.4.2. refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.
- 2.11. Bid Guarantee**
- 2.11.1. The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder to the email address specified in section 2.5. In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Bid Administration Volume.
- 2.11.2. The Bidder shall furnish with his Bid a Guarantee in an amount equal to One Million Euros (€1,000,000) 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 NCIA at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NCI Agency.
- 2.11.3. 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.
- 2.11.4. 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.

- 2.11.5. 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.
- 2.11.6. 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.
- 2.11.7. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
 - 2.11.7.1. The Bidder has submitted a bid and, after Bid Closing Date (including extensions thereto) and prior to the selection 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
 - 2.11.7.2. 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.
 - 2.11.7.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security or export control requirements of the Contract at the date of Contract signature,
 - 2.11.7.4. 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.
- 2.11.8. Bid Guarantees will be returned to Bidders as follows:
 - 2.11.8.1. 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);
 - 2.11.8.2. to all other unsuccessful Bidders upon request within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.8.3. 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.

- 2.11.8.4. pursuant to paragraph 2.10.4.2 above.
- 2.11.9. "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,
- 2.11.10. 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.
- 2.12. Cancellation of Invitation for Bid**
- 2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.
- 2.13. Electronic Transmission of Information and Data**
- 2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.13.2. Bidders are cautioned that except for those cases in which electronic transmission of documentation is not permissible (i.e. documents with security classification mandating specific transmission methods) the Purchaser will rely exclusively on electronic mail communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.14. Supplemental Agreements and Export Controlled Information**
- 2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO 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 terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Prospective Contract, including but not limited to those addressing authority to install use, modify, or provide to others to use or modify in accordance with the terms of the Contract any software, item, documentation and/or material regardless of the nature or content to be produced as a result of the performance under the prospective Contract.
- 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.
- 2.14.5. In addition, performance of this Contract will require the successful Bidder and, if necessary, its subcontractors to take over from the incumbent all export controlled information, including but not limited to information governed by US (ITAR), French and Italian export control regulations, and take responsibility for further use in line with the requirements of the Contract.

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. Also, in accordance with the prescription of this Section, 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 Statement Of Work (SOW).
- 3.1.3. Bidders are informed that the quality, completeness, thoroughness and clarity of the bid will affect the overall scoring of the bid. Although the 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 written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid will have a negative impact on the final Best Value score.
- 3.1.4. Partial Bids and/or bids containing conditional statements 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, Project Highlight Reports in MS Word).
- 3.1.7. The level of classification of any documentation submitted as part of the Bid shall not be higher than "NATO RESTRICTED". In case of NATO RESTRICTED documents the Bidder will take into account the appropriate security measures and packaging.

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 (non-digital) signatures. <p>➤ All of the required contents are detailed in Section 3.4</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 electronically signed PDF conversion of the Excel file <p>➤ All of the required contents are detailed in Section 3.5</p>
III: Technical	<p><u>1 .ZIP File Submitted by Email, which includes:</u> 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) • Section 2: Management (1 PDF file) • Section 3: Supportability (PDF file) • Section 4: Transition-in Period <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 3.6. Bidders shall note that all technical documents should be allocated and duplicated as appropriate to each individual sections 1 to 4.</p>
Bid Guarantee	<p><u>1 PDF File, Submitted by Email directly to the Purchaser as detailed under 2.5 and 2.11 above.</u></p>

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

3.3. Package Marking

3.3.1. 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-15575-BMD Official Bid for *Company Name*, Volume I
- Bid Administration,

- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume II
– Price,
 - IFB-CO-15575-BMD Official Bid for *Company Name*, Volume III
– Technical, (*if necessary: email 1 of 2 / email 2 of 2*)
- 3.3.2. 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.
- 3.3.3. The individual electronic files sent by email shall have the following names:
- 3.3.3.1. Volume I:
- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume I – Bid Administration
- 3.3.3.2. Volume II:
- IFB-CO-15575-BMD Official Bid for *Company Name*, Volume II – Price
- 3.3.3.3. Volume III:
- IFB-CO-15575-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-15575-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-15575-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-15575-BMD Official Bid for Company Name, Volume III – Technical, Part 4 – Transition-in Period, including Table of Content, Executive summary and Traceability Matrix*
- 3.3.4. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.
- 3.4. Volume 1 – Bid Administration Package**
- 3.4.1. Contents: One ZIP file submitted by email, containing one PDF file comprised of all of the required documentation stated in paragraphs

- 3.4.4.1 through 3.4.4.157 below; and one copy of the Bid Guarantee submitted directly to the Purchaser Treasury office.
- 3.4.2. As explained in section 2.11, the Bid Guarantee shall be sent directly to the Purchaser Treasury. Additionally, a copy of the Bid Guarantee shall be included in this volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.4.3. 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.
- 3.4.4. 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. The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The Certificates are as follows:
- 3.4.4.1. Annex B-1 (Certificate of Legal Name of Bidder)
- 3.4.4.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)
- 3.4.4.3. Annex B-3 (Certificate of Independent Determination)
- 3.4.4.4. Annex B-4 (Certificate of Bid Validity)
- 3.4.4.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges)
- 3.4.4.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions)
- 3.4.4.7. Annex B-7 (Disclosure of Requirements for NCIA Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
- 3.4.4.8. Annex B-8 (Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent~~Certificate of Compliance AQAP or ISO 9001:2015 or Equivalent~~) with a copy of the relevant quality certification attached to it.
- 3.4.4.9. Annex B-9 (List of Prospective SubContractors)
- 3.4.4.10. Annex B-10 (Bidder Background IPR)
- 3.4.4.11. Annex B-11 (List of SubContractor IPR)

- 3.4.4.12. Annex B-12 (List of Third Party IPR) and associated copies of license agreements for each Third Party
- 3.4.4.13. Annex B-13 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.4.4.14. Annex B-14 (List of Proposed Key Personnel)
- 3.4.4.15. Annex B-15 (Price Ceiling)
- 3.4.4.16. Annex B-16 Supply Chain Security Self-Attestation Statement
- 3.4.4.17. Annex B-16.bis Vendor Specific Requirements for Supply Chain Security
- 3.4.4.18. Annex B-17 Disclosure of Involvement of Former NCI Agency Employment
- 3.4.4.19. Annex B-17.Bis NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures
- 3.4.4.20. An Organizational Conflict Of Interest Avoidance Plan, as described below.
 - 3.4.4.20.1. Following Contract award, the Bidders team may be required to access NATO sensitive documents and provides input to overall BMD related requirements. The Bidder shall maintain technical and programmatic objectivity in the implementation of this effort, especially as it relates to other acquisition opportunities.
 - 3.4.4.20.2. It is therefore required for Bidders to submit as part of the Administrative Package an OCI (Organizational Conflict of Interest) Avoidance Plan that demonstrates how the Bidder prevents a future OCI in a situation where one of the companies of the Bidders team decides to pursue a NCI Agency development contract which includes BMD scope and where he had access to nonpublic information as part of its performance of a contract, which may provide the Bidder (or an affiliate) with an unfair competitive advantage in current or future procurements. The purpose of this OCI Avoidance Plan is to avoid, neutralize, or mitigate potential OCI issues that could result from the actions of individuals working under this contract and it shall define the restrictions imposed upon personnel and industry in order to avoid an OCI which could otherwise exclude industry from competing on future NCI Agency opportunities.
 - 3.4.4.20.3. The submitted OCI Avoidance Plan shall describe the responsibilities and procedures that will be used by Bidder to identify and avoid or mitigate potential OCIs that may arise as a result of Bidder employees, subcontractors, and/or consultants providing support under this

Contract. It shall provide the overall framework and approach for addressing conflicts, disclosure requirements, and avoidance of specific conflicts of interest. The objectives of this Plan are to ensure that neither Bidder nor its Subcontractors working on this Contract confer any unfair competitive advantage to the Bidder or its subcontractors, respectively.

- 3.4.4.20.4. The Plan shall describe how team members, at Contract award, shall handle sensitive information, be firewalled (or through other avoidance techniques) from their home company and prohibited from working on proposals for which they accessed NATO competition sensitive data. Bidder teammates shall disclose relevant data in future procurement actions initiated by the NCI Agency/NATO to which the successful Bidder of this IFB or teammates takes part as a bidder. The Plan shall also include regular training/updates of the OCI Avoidance Plan to all Bidder staff on the project.
- 3.4.4.20.5. The requirements of this Plan shall apply to the Bidder, its employees, as well as its Subcontractors who perform work on site at NCI Agency The Hague and at any tier supporting the Contract at Bidder or Subcontractor location(s).
- 3.4.4.20.6. Each Company, as well as each individual employee of such Company performing work under the Contract, has responsibility for the protection of proprietary and competition sensitive information as defined in Clause 24 of the Prospective Contract Special Provisions.
- 3.4.4.20.7. All Subcontractors shall be bound to the requirements of the submitted Plan or the Bidder shall require a separate OCI Avoidance Plan from any of its Subcontractors. In any case, the Bidder is responsible and manages the OCI requirements of his Plan for all its Subcontractors.
- 3.4.4.20.8. The Bidder shall note that a Personal NDA is provided as an Attachment to the Prospective Contract Special Provisions and places nondisclosure obligations on the employee, subcontractor, or consultant, at the individual level, and serves as a formal legal acknowledgment of such obligations. Any Contractor or teammate personnel not supporting the Contract will be denied access to Information as defined in Clause 24.8.2 of the Prospective Contract Special Provisions, that is not publicly released by NATO. In addition, upon completion or termination/removal from the Contract each employee, subcontractor, and consultant will sign a debrief form (Attachment to the Prospective Contract Special Provisions) acknowledging that they understand their obligations concerning the protection of information and other obligations under this Plan.

3.5. Volume 2 - Price Quotation

3.5.1. Introduction

3.5.1.1. The authorized scope for this project and consequently that of any Contract resulting from this IFB is that encompassed by the requirements illustrated in Contract CLINs 1 through 16.

3.5.1.2. Optional CLINs are subject to express authorization to be provided by the relevant NATO authorities. Therefore at the time of the signature of any Contract resulting from this IFB, no obligation for the parties will arise with respect to the performance and/or payments associated with tasks and deliverables which are made part of CLINs 6 to 13 and CLIN 16. The obligation of the parties with respect to the scope of these CLINs are subject to the authorization by the relevant authorities and the unilateral express exercise of the Options by the Purchaser.

3.5.2. Bidders should note Clause 11 of the Prospective Contract Special Provisions where a potential Performance Incentive can be earned for a maximum of 5% the Total Contract price for the total Contract duration. This Performance Incentive is however subject to prior authorization of NATO authorities, expected by the end of 2020. If no approval is granted, this Clause will be removed before Contract Award.

3.5.3. Package Contents

3.5.4. Contents: One ZIP file submitted by email, containing the completed Bidding Sheets provided with this IFB under Book I - 0 "Bidding Sheets~~Bidding Sheets~~" and, in annex, the complete set of sheets contained in the electronic file "IFB-CO-15575-BMD - Bidding instructions – Bidding sheets.xls" submitted as part of this IFB.

3.5.4.1.1. The documentation stated in paragraph 3.4.4.1 above must be submitted in one (1) version in **Excel**, and one (1) **electronically signed PDF** conversion of the Excel file.

3.5.4.1.2. Pricing Prescriptions

3.5.4.2. Annex A-2 to the present Book I illustrate the price bid requirements associated with the compilation of the Bidding Sheets. All prescriptions illustrated therein are to be regarded as mandatory. Failure to abide to such prescriptions may lead to the bid being declared non-compliant.

3.5.4.3. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in paragraph 3.5.4 above, in strict compliance with the prescriptions of specified in Annex A-1 (Instructions for Bidding Sheets preparation). 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 4.5.5.

3.6. Volume 3 - Technical Proposal Package

3.6.1. Executive Summary

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

3.6.1.2. 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 which it and its team bring to the project in terms of minimising the problems and reducing the risks, and the key points of the technical approach and solution that he believes deserves recognition under a Best Value evaluation scheme. This summary shall not exceed 10 pages.

3.6.2. Table of Contents

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

3.6.2.2. Technical Proposal Cross Reference – Traceability Matrix

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 G. The Bidder shall complete Column four (4) – Bid Reference – of the Table, citing the appropriate section of the Technical Proposal that corresponds to each row of the Matrix.

The completed Matrix serves as an index for the Purchaser's Technical Evaluation and also as an aid-memoire to the Bidder to ensure that all the required information has been provided in the submitted Technical Proposal

- 3.6.2.3. The following documents shall be part of the Technical Proposal package:
- Proposed Update to the Programme Master Test Plan (PMTP)
 - Proposed Update to the ITB Service Delivery Plan (SDP)
 - Proposed Update to the Integrated Logistics Support Plan (ILS Plan)
 - Sample of Training Materials
 - Draft Observation and Issue Management Plan (OIMP)
 - Draft Contractor Project Management Plan (CPMP)
 - Draft Project Work Breakdown Structure (PWBS)
 - Draft Project Master Schedule (PMS)
 - Draft Configuration Management Plan (CMP)
 - Draft Quality Assurance Plan (QAP)
 - Transition-In Plan (TiP)
 - Bidder Qualifications
 - Individual Qualifications and Experience
 - Basis of Estimate (unpriced version of Bidding Sheets)
- 3.6.3. Proposed Update to the PMTP
- 3.6.3.1. The Bidder has been provided with the existing PMTP, to update and maintain as described in section 5.2 of the SOW.
- 3.6.3.2. The bidder shall provide a proposal for how the PMTP should be updated, to reflect the bidder's intended method of test planning, and to align with:
- the Programme Verification Strategy (Reference H of the SOW),
 - the Verification Cross Reference Index (VCRI) and Matrix (VCRM) Point Paper (Reference PP of the SOW),
 - and the BMD Tranche-Based Capability Delivery Methodology Guide (Reference I of the SOW);
- 3.6.3.3. The proposed updates may be provided in any appropriate format (commented changes on existing PMTP, dedicated file in Word, Excel, pdf etc.).
- 3.6.4. Proposed Update to the ITB SDP

- 3.6.4.1. The Bidder has been provided with the existing ITB Service Delivery Plan, to update and maintain as described in section 5.4.1.2 of the SOW.
- 3.6.4.2. The bidder shall provide a proposal for how the ITB SDP should be updated, specifically to align with the proposed updates to the PMTP.
- 3.6.4.3. The proposed updates may be provided in any appropriate format (commented changes on existing SDP, dedicated file in Word, Excel, pdf etc.).
- 3.6.5. Proposed Update to the ILS Plan
 - 3.6.5.1. The Bidder has been provided with the existing Integrated Logistics Support Plan, to update and maintain as described in section 5.4.2.1 of the SOW.
 - 3.6.5.2. The bidder shall provide a proposal for how the ILSP should be updated, specifically to align with the proposed updates to the ITB SDP.
 - 3.6.5.3. The proposed updates may be provided in any appropriate format (commented changes on existing ILSP, dedicated file in Word, Excel, pdf etc.).
- 3.6.6. Sample of Training Materials
 - 3.6.6.1. In order to demonstrate Bidder's capability to support ITB training as described under SOW section 5.4.3.6, the Bidder shall provide sample training materials from other courses it has developed.
 - 3.6.6.2. The Bidder shall identify at least two such courses it has developed and delivered within the last three years.
- 3.6.7. Draft OIMP
 - 3.6.7.1. The Bidder shall provide a draft OIMP in accordance with the requirements for the OIMP as described in section 5.5 of the SOW.
 - 3.6.7.2. The draft shall include a description of the overall understanding of the requirements, the anticipated methodology and relevant stakeholders, tool use and metrics applied to accomplishing and monitor the tasks.
 - 3.6.7.3. The draft shall also include in the form of annexes or referenced files proposed examples of the requested reports in section 5.5.1, 5.5.2 and 5.5.3 of the SOW. The examples shall clearly and accurately identify how the reports can be tailored to the needs of stakeholders and Tranche gates and what KPIs are recommended (these examples will not be part of the final OIMP to be maintained during contract execution).
- 3.6.8. Draft CPMP

- 3.6.8.1. The Bidder shall provide a draft CPMP in accordance with the requirements for the CPMP as described in section 3.6.3 of the SOW.
- 3.6.8.2. The draft CPMP contains 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. The draft CPMP provides 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.
- 3.6.8.3. The draft CPMP shall clearly and accurately identify project scope, including major products and deliverables, assumptions and constraints.
- 3.6.8.4. The draft CPMP shall identify the Contractor's organisation with regards to 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.
- 3.6.8.5. The draft CPMP shall identify the organisation for the proposed Project Team that describes all the required roles of the team and reflects clear lines of responsibility, authority, and reporting to conduct and support the management and administration of operations.
- 3.6.8.6. The draft CPMP shall describe the Project management methodology and processes, including the phases of the project and their staffing, the project control mechanisms, risk and issue management and information management.
- 3.6.8.7. The Draft CPMP shall describe the relationship between the CPMP and subordinate plans such as Configuration Management Plan (CMP), Service Delivery Plan (SDP), Integrated Logistic Support Plan (ILSP), Quality Assurance Plan (QAP), Programme Master Test Plan (PMTP) and System Engineering Master Plan (SEMP).
- 3.6.8.8. The draft CPMP identifies any national export control regulations applicable to the scope of work, and describes processes to identify and implement agreements to have in place to ensure compliance with these regulations. Moreover, the Bidder shall describe how the Bidder intends to take over the management of the export control information from the incumbent Contractor and other Contractors with whom the Bidder has to interact in view of meeting the requirements of the prospective Contract.
- 3.6.9. Draft PWBS
- 3.6.9.1. The Bidder shall provide a draft PWBS in accordance with the requirements for the PWBS as described in section 3.6.4 of the SOW.

- 3.6.9.2. The PWBS shall define the major work packages and the relationship between the work packages, the associated CLINs and subCLINs, and the end products. In particular, the work packages shall clearly describe and illustrate work items proposed to satisfy the requirements of delivering the BMD Capability through Tranches identified in the SOW until 2029.
- 3.6.9.3. The PWBS shall distinguish activities per the main sections (3 to 6) of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
- 3.6.10. Draft PMS
- 3.6.10.1. The Bidder shall provide a draft PMS in accordance with the requirements for the PMS as described in section 3.6.5 of the SOW.
- 3.6.10.2. The draft PMS shall identify the major events and milestones per the sections 3 to 6 of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
- 3.6.10.3. The PMS shall correlate with the PWBS and depict the sequence, duration, and relationship among WPs of the PWBS, including QA and CM events.
- 3.6.10.4. The PMS shall identify the start and finish dates, duration, predecessors, successors, and resource requirements for each work item.
- 3.6.11. Draft CMP
- 3.6.11.1. The Bidder shall provide a draft CMP as described in section 3.6.8 of the SOW.
- 3.6.12. Draft QAP
- 3.6.12.1. The Bidder shall provide a draft Quality Assurance (QA) Plan, as defined in section 3.6.7.3 of the SOW, describing Bidder QA processes to ensure control of the quality of the deliverables and services.
- 3.6.12.2. Draft QAP shall include a contract specific description of the Contractor's structure and identify those responsible for ensuring that the required activities are carried out.
- 3.6.12.3. Draft QAP shall describe the quality activities related to:
- planning process for the SE&I Contract product/service realization,

- identification, management, traceability, review and validation of requirements,
- design and development of products (in accordance with BMD Engineering Lifecycle approach described in SOW section 1.3).
- gate (milestone) reviews,
- identification and control of non-conforming products,
- continual improvement and corrective actions,
- internal audits.

3.6.13. Transition-In Plan

3.6.13.1. The Bidder shall describe into a Transition-in Plan (TiP) the detailed activities to be managed during the transition-in period in accordance with section 6 of the SOW and illustrate how these activities contribute to and guarantee a proper knowledge transfer.

3.6.13.2. The TiP shall provide a detailed and realistic schedule that will be implemented at the beginning of the Contract.

3.6.14. Bidder Qualifications

3.6.14.1. Corporate Experience

3.6.14.1.1. The Bidder shall detail his experience in the execution of similar SOW activities with particular emphasis on recent experience in developing, integrating, verifying and transitioning systems and any subsequent in-service support, to meet military or government requirements.

3.6.14.1.2. The Bidder shall describe the Bidder's expertise and experience in the delivery of system support and maintenance of a level equivalent to that required for the sustainment of the ITB. 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.

3.6.14.1.3. The Bidder shall describe the Bidder's expertise and experience in Ballistic Missile Defense area.

3.6.14.1.4. The Bidder shall provide a description of the performed work and responsibilities as well as:

- a list with the systems
- the purchaser(s) of these systems
- the user(s) of these systems

- 3.6.14.1.5. The Bidder shall provide the same information required above for all SubContractors. The Subcontractors must demonstrate the same level of experience applicable to each of the critical activities for which they are proposed to deliver.
- 3.6.14.2. Corporate Capabilities
- 3.6.14.2.1. The Bidder shall describe the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure.
- 3.6.14.2.2. The Bidder shall indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer.
- 3.6.14.2.3. The Bidder shall describe the corporate resources which are available to support the Project which are resident in the organisation of the Contractor but not directly under the authority of the Project Manager.
- 3.6.14.2.4. 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.
- 3.6.14.2.5. The Bidder shall describe how any export control limitation will be managed in this Contract including all subContractors.
- 3.6.15. Individual Qualifications and Experience
- 3.6.15.1. The Bidder shall provide the composition of the teams for each of the main sections of the SOW (Management, Systems Engineering Augmentation, Integration, Testing and Transition of the NATO BMC3I Systems to Operation and the Transition periods at the start and end of the project).
- 3.6.15.2. The Bidder shall provide the resumes of the individuals designated as Key Personnel in Annex B-14, and provide the details of each labour category involved in the execution of the work.
- 3.6.15.3. 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 use the form provided in Annex F, and shall note that names shall not be indicated on the form.
- 3.6.15.4. Resumes are not required for non-key personnel, however the Bidder shall demonstrate the required qualifications and experience commensurate with the description provided in SOW section 8.4.

- 3.6.15.5. The Bidder shall provide a traceability matrix between the Individual qualifications and experience and the requirements expressed in the SOW.
- 3.6.16. Basis of Estimate (unpriced)
- 3.6.16.1. The Bidder shall provide a Basis of Estimate (BOE) for each of the separately priced CLINs identified under the CLIN Summary. The BOE submitted shall be an **unpriced** version of the bidding sheets, and shall be consistent with the resources identified under the PWBS and PMS. The BOE shall not include unit labour rates, 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 other direct cost items proposed for each CLIN.
- 3.6.17. The Technical Proposal package shall not exceed 500 pages excluding the following items:
- Executive summary
 - Table of contents
 - Draft Project Master Schedule (PMS)
 - Draft Project Work Breakdown Structure (PWBS)
 - Sample of Training Materials
 - Individual Qualifications and Experience
 - Basis of Estimate (unpriced)
- 3.6.18. “Arial” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

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 his 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 of this Book I. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the 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 sufficient 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 Infrastructure Committee.

4.2. Best Value Award Approach and Bid Evaluation Factors

4.2.1. Subject to final authorization to be granted by the relevant NATO authorities, 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 pursuant with the requirements of this IFB and in accordance with the evaluation method specified in this SECTION 4.

4.2.2. The overall Best Value (BV) score for each compliant Bidder will be derived using the calculated values for weighted Technical Quality Score (Tw) and weighted Price Score (Pw) as:

$$\text{Best Value Score} = Tw + Pw$$

4.2.3. The maximum possible Best Value Score is 100; the minimum possible is zero. The Bid with the highest Best Value Score will be recommended to be the Apparent Successful Bidder.

4.2.4. Evaluation Criteria.

4.2.4.1. The ratio of the importance of Technical Factors to Price for the evaluation of bids is 60% Technical and 40% Price.

4.2.4.2. Weighted Price Score (Pw)

4.2.4.2.1. The weighted Price Score (Pw) is evaluated by the following formula:

$$Pw = 100 \times [1 - (\text{Price of the Bid} / (2 \times \text{Average Price of all bids}))] \times 0.4$$

where 0.4 is the weighted Price factor (40%).

4.2.4.3. Weighted Technical Quality Score (Tw)

4.2.4.3.1. The weighted Technical Quality Score (Tw) of the bid will be determined by evaluating and scoring three different areas of submission: Engineering (%E = 25%), Supportability (%S = 25%) and Management (%M = 10%) in accordance with the prescriptions of the paragraphs below.

4.2.4.3.2. The weighted Technical Score is evaluated by the following formula:

$$T_w = 60 \times (0.415 \times E + 0.415 \times S + 0.17 \times M) = 25 \times E + 25 \times S + 10 \times M$$

4.2.4.3.3. Engineering (E) criteria

4.2.4.3.3.1 25% weight, based on the following sub-criteria which appear in descending order of importance:

4.2.4.3.3.2 Qualifications and experience of proposed personnel for the Engineering Lead, Senior System Architect and two Senior System Engineers referenced in SOW section 8.3.

4.2.4.3.3.3 Realistic Manpower and Effort Assessment for the activities related to Integration, Testing and Transition of NATO BMC3I Systems to Operation as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.

4.2.4.3.3.4 Understanding of Validation, Verification & Service Transition as provided by the Bidder in the draft PWBS, the draft PMS and the proposed update to the PMTP.

4.2.4.3.3.5 Understanding and application of toolset usage as provided by the Bidder in the draft OIMP, the draft PWBS, the draft PMS, and the proposed update to the PMTP.

4.2.4.3.4. Supportability (S) criteria

4.2.4.3.4.1 25% weight, based on the following sub-criteria which are listed in descending order of importance:

4.2.4.3.4.2 Demonstrated Ability to operate a Test Bed and integrate remote and local systems as provided by the Bidder in the proposed update to the ITB Service Delivery Plan (SDP) and the proposed update to the Integrated Logistics Support Plan (ILS Plan).

4.2.4.3.4.3 Qualifications and experience of proposed personnel for ITB Lab Manager and V&V Issue Manager as per SOW section 8.3.

4.2.4.3.4.4 Realistic Manpower and Effort Assessment for the operation and support of the ITB as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.

4.2.4.3.4.5 Suitability of the Issue & Observation Management approach as described by the Bidder in the draft OIMP.

4.2.4.3.4.6 Quality of the engineering approach of the proposed update to the Programme Master Test Plan as provided by the Bidder.

- 4.2.4.3.4.7 Quality of the approach related to the ITB lab maintenance as provided by the Bidder in the proposed update to the ITB Service Delivery Plan (SDP) and the proposed update to the Integrated Logistics Support Plan (ILS Plan).
- 4.2.4.3.4.8 Quality of the legibility and understandability of the example training materials as provided by the Bidder (noting that the examples provided may not necessarily be related to the ITB).
- 4.2.4.3.5. Management (M) criteria
- 4.2.4.3.5.1 10% weight, based on the following sub-criteria which are listed in descending order of importance:
- 4.2.4.3.5.2 Realistic Manpower and Effort Assessment related to the project management activities and the support to the BMD Programme Management activities (including Quality Assurance and Configuration Management) as provided by the Bidder in the unpriced BOE, the draft PWBS and the draft PMS.
- 4.2.4.3.5.3 Qualifications and experience of the proposed personnel for the Project Management Team (including Quality Assurance and Configuration Management).
- 4.2.4.3.5.4 Suitability of the project planning as provided by the Bidder in the draft CPMP, the draft PMS and the draft WBS.
- 4.2.4.3.5.5 Suitability of Configuration Management, Risk Management, Quality Assurance approaches as provided by the Bidder in the draft CPMP, the draft QAP and the draft CMP.
- 4.2.4.3.5.6 Bidder Qualifications based on corporate experience (including BMD area) and corporate structure and demonstrated capabilities in effective Subcontractor management, including Export Control management, as provided by the Bidder in the draft CPMP.
- 4.2.5. The scores obtained on these criteria shall be aggregated through the formula specified in paragraph 4.2.2 in order to obtain the overall score of each bid.
- 4.2.6. 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 4.6.5.1.

- 4.2.7. Transition-in period evaluation
 - 4.2.7.1. The Transition-in Period will not be evaluated under Best Value but instead evaluated for compliancy only (fail or pass) and is thus not part of the Technical Quality Score.
 - 4.2.7.2. The suitability, completeness and realism of the Transition-in Plan (TiP), the draft PWBS, the draft PMS and the unpriced BOE will be evaluated to ensure the business continuity of the BMD Programme.
 - 4.2.7.3. As a compliancy check, the Contractor shall demonstrate its ability:
 - 4.2.7.3.1. To manage the project activities, including configuration management, quality management, lessons learned and export control regulations;
 - 4.2.7.3.2. To monitor transition period and conduct quality assurance & control activities to verify that they are executed in accordance with plans and processes;
 - 4.2.7.3.3. To support the BMD Programme in term of Risk Management, Configuration Management and Quality Management.
 - 4.2.7.3.4. To update Target and Transition Architectures with their corresponding architecture views, system and interface requirements¹ in accordance with the CM process using the available tools;
 - 4.2.7.3.5. To execute impact assessments of changes at Architecture, requirements or interface level and provide recommendations for implementation;
 - 4.2.7.3.6. To verify status of the architecture in the VCRI/VCRM;
 - 4.2.7.3.7. To use the ITB Open Framework Services;
 - 4.2.7.3.8. To set up distributed test architecture;
 - 4.2.7.3.9. To connect National Representations to the ITB;
 - 4.2.7.3.10. To develop test plans and test cases;
 - 4.2.7.3.11. To prepare and conduct verification test events;
 - 4.2.7.3.12. To conduct the existing Observation and Issue Management process;
 - 4.2.7.3.13. To use Data Warehouse and Observation and Issue Data Base.

¹ This is captured in the Architecture Definition Document (ADD), Architecture Requirement Specifications (ARS) per implementation project and the Interface Description Document (IDD) and the corresponding Interface Control Documents (ICD)”

4.3. Evaluation Procedure

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

4.3.1.1. Step 1: Administrative Compliance

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

4.3.1.2. Step 2: Technical Evaluation

4.3.1.2.1. All bids having successfully passed Step 1 will have their Technical Proposal Packages evaluated for responsiveness against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.4 above), and scored accordingly. This evaluation will result in "raw" or unweighted technical scores against the criteria.

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

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 4.2.4 may be determined by the Purchaser to be non-compliant and not further considered for award.

4.3.1.2.4. The Transition-in Period will not be evaluated under Best Value but instead evaluated for compliancy only (fail or pass). Bids not meeting all of the mandatory requirements shall be determined 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 4.5.5.

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 4.6.5.1 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 marked properly.
- 4.4.1.3. The Bid Administration Package shall include 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.
- 4.4.1.4. 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.
- 4.4.1.5. The Bid Administration Package contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1 above.
- 4.4.1.6. 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.
- 4.4.1.7. **Receipt of an unreadable electronic bid.** If a bid received at the Purchaser's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Contracting Officer shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
 - 4.4.1.7.1. Of the content of the bid as originally submitted; and,
 - 4.4.1.7.2. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.4.1.8. The Bidder disclosed Background and Third Party Intellectual Property and the terms of release or usage of these do not conflict with the stipulations of Clauses 22 of the Prospective Contract Special Provisions and Clause 30 of the Prospective Contract General Provisions or any other term or condition of the Prospective Contract.

- 4.4.1.9. The Bidder certified through the Certificate of Price Ceiling in Annex B-15 that the total price offered in the price quotation for CLINs 1 to 15, or its conversion in 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 4.6.1.2, of 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 the price ceiling specified in paragraph 4.6.1.2. For quotation 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:
- 4.4.1.9.1. When the reference exchange rate used by the Purchaser for Price evaluation purposes as described in 4.6.3.1² has been subject to a fluctuation compared to the exchange rate indicated in the Certificate of Price Ceiling in Annex B-15 and
- 4.4.1.9.2. It has an impact on the converted offered price compared to the Price Ceiling.
- 4.4.1.10. Evaluation of Organizational Conflict of Interest (OCI) Avoidance Plan
- 4.4.1.10.1. Should the Purchaser deem that the Bidder's OCI Avoidance Plan adequately addresses the concerns relevant to this conflict of interest as described in , it will make such plan part of any awarded Contract and subject to the stipulation of Clause 24 of the prospective Contract Special Provisions. If not, this could lead to grounds for exclusion or non-compliance of the successful Bidder of this IFB or its subcontractor teammate's bids in current or future NATO procurement actions.
- 4.4.2. Subject to the stipulation of paragraph 4.4.1.1 thru 9, 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.
- 4.4.3. Notwithstanding paragraph 4.4.2, 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

² 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.

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 (except the Transition-in Period, see paragraph 4.5.5) will be evaluated against the criteria and subcriteria 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

4.5.2.1.1. Proposed Update to the PMTP

4.5.2.1.2. The Purchaser will evaluate the quality and appropriateness of the proposed updates to the PMTP, in particular with regards to the proposed approach and tool use for Verification, Validation & Service Transition and alignment with PVS and tranche-related testing.

4.5.2.1.3. The Purchaser will evaluate the ability to successfully plan and execute test events and analyse test results.

4.5.2.1.4. The Purchaser will evaluate Bidder's understanding of the technical aspects of the integration and tests activities, and the flexibility and innovative aspects of its approach.

4.5.2.1.5. Draft OIMP

4.5.2.1.6. The Purchaser will evaluate the quality and appropriateness of the draft OIMP, in particular with regards to understanding and application of the OIBD.

4.5.2.1.7. Draft PWBS

4.5.2.1.8. The Purchaser will evaluate the completeness and the feasibility of the work packages of the draft PWBS with regards to the verification, validation and transition approach and OIBD related activities, the appropriateness of the work packages description and decomposition.

4.5.2.1.9. Draft PMS

4.5.2.1.10. The Purchaser will evaluate the completeness and the feasibility of the various the verification, validation and transition tasks, events and milestones, in particular with respect to the consistency of tasks duration and sequence.

- 4.5.2.1.11. The draft PMS shall indicate coherent and effective sequencing of tasks and milestones with the tranche delivery milestones.
- 4.5.2.1.12. Individual Qualifications and Experience
- 4.5.2.1.13. The Purchaser will evaluate the Individual Qualifications and Experience based on the expertise and competencies of the proposed personnel for the Engineering Lead, Senior System Architect and two Senior System Engineer positions referenced in SOW section 8.3.
- 4.5.2.1.14. BOE (unpriced)
- 4.5.2.1.15. The Purchaser will evaluate the realism and appropriateness of the BOE with regards to the scope identified under the SOW, in particular Validation, Verification & Service Transition and OIBD related activities. The BOE indicates appropriate and sufficient support for activities and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.
- 4.5.3. Supportability
 - 4.5.3.1.1. Proposed Update to the PMTP
 - 4.5.3.1.2. The Purchaser will consider the suitability of the methodology and processes for ITB lab test event support, the utility of the proposed support tools and their integration in the global SE approach.
 - 4.5.3.1.3. Draft OIMP
 - 4.5.3.1.4. The Purchaser will evaluate the quality and appropriateness of the draft OIMP, in particular with regards to understanding and application of the BMD Observation and Issue Management Process, the relevant stakeholders, traceability of issues to capability requirements and the quality of the proposed example of reports.
 - 4.5.3.1.5. Draft PWBS
 - 4.5.3.1.6. The Purchaser will evaluate the completeness and the feasibility of the work packages of the draft PWBS with regards to Test Bed operations and maintenance, integration of remote and local systems and Observation and Issue Management, the appropriateness of the associated work packages description and decomposition.
 - 4.5.3.1.7. Draft PMS
 - 4.5.3.1.8. The Purchaser will evaluate the completeness and the feasibility of the Test Bed operations and maintenance, integration of remote and local systems and Observation and Issue Management tasks, events and

milestones, in particular with respect to the consistency of tasks duration and sequence.

- 4.5.3.1.9. Proposed Update to the ITB Service Delivery Plan
- 4.5.3.1.10. The Purchaser will evaluate the effectiveness and completeness of the proposed updates to the ITB Service Delivery Plan.
- 4.5.3.1.11. The Purchaser will evaluate the adequacy of the Bidder's approach, method, and resources proposed to ensure continued availability of the ITB services in accordance with the requested service availability level.
- 4.5.3.1.12. Proposed Update to the Integrated Logistics Support Plan
- 4.5.3.1.13. The Purchaser will evaluate the effectiveness and completeness of the updates to the ILSP.
- 4.5.3.1.14. The Purchaser will evaluate the adequacy of the Bidder's support processes, tools and resources proposed to ensure continued availability of the ITB services. In particular, the proposed updates to the ILSP will be evaluated regarding the effectiveness and feasibility with respect to business continuity and disaster recovery.
- 4.5.3.1.15. Sample of Training Materials
 - 4.5.3.1.15.1 The Purchaser will evaluate the quality of the legibility and understandability of the example training materials (noting that the examples provided may not necessarily be related to the BMD Integrated Test Bed).
- 4.5.3.1.16. Individual Qualifications and Experience
- 4.5.3.1.17. The Purchaser will evaluate the Individual Qualifications and Experience based on the expertise and competencies of the proposed personnel for the ITB Lab Manager and V&V Issue Manager positions referenced in SOW section 8.3.
- 4.5.3.1.18. BOE (unpriced)
- 4.5.3.1.19. The Purchaser will evaluate the realism and appropriateness of the BOE with regards to the Test Bed operations and maintenance, integration of remote and local systems and Observation and Issue Management scope identified under the SOW. The BOE indicates appropriate and sufficient support for activities and demonstrates that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.
- 4.5.4. Management

4.5.4.1. Draft CPMP

4.5.4.1.1. The Purchaser will evaluate the quality, adequacy and effectiveness of the draft CPMP with respect to the Bidder's ability to plan and execute the entire project in conformance with the requirements as specified in the SOW.

4.5.4.1.2. The Purchaser will consider the suitability of the project management methodology and processes, in particular regarding Risk Management, Configuration Management and Quality Assurance approaches.

4.5.4.1.3. The Bidder shall demonstrate its ability in terms of subcontractor management, and its understanding of the export control regulations and management.

4.5.4.2. Draft PWBS

4.5.4.2.1. The Purchaser will evaluate the completeness and the feasibility of the work packages of the draft PWBS with regards to Management activities (including Quality Assurance and Configuration Management), the appropriateness of the associated work packages decomposition, and the level of understanding of the individual Management work packages description.

4.5.4.3. Draft PMS

4.5.4.3.1. The Purchaser will evaluate the completeness and the feasibility of the various Management (including Quality Assurance and Configuration Management) tasks, events and milestones, in particular with respect to the consistency of tasks duration and sequence.

4.5.4.3.2. The draft PMS shall indicate coherent and effective sequencing of Management tasks and milestones.

4.5.4.3.3. The draft PMS shall demonstrate that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete timely the development and implementation activities under this Contract.

4.5.4.4. Draft CMP

4.5.4.4.1. The Purchaser will evaluate the quality and adequacy of the draft CMP regarding overall Project Configuration Management aspect.

4.5.4.5. Draft QAP

- 4.5.4.5.1. The Purchaser will evaluate the quality and adequacy of the draft QA plan with respect to its ability to ensure Quality Assurance throughout the period of performance of the Contract.
- 4.5.4.5.2. The draft QAP shall be consistent and in line with other contractual plans (CPMP, CMP, PMTP, etc.) and documents (like PWBS) which are related to assurance of process and product conformance.
- 4.5.4.6. Individual Qualifications and Experience
 - 4.5.4.6.1. The Purchaser will evaluate the Individual Qualifications and Experience based on the completeness and appropriateness of the proposed team members with regards to the Management requirements expressed in the SOW section 8.2.
 - 4.5.4.6.2. The Contractor Management Team shall provide a breadth and depth of expertise in Project Management (PRINCE 2 or similar), Configuration Management and Quality Management.
- 4.5.4.7. BOE (unpriced)
 - 4.5.4.7.1. The Purchaser will evaluate the realism and appropriateness of the BOE with regards to the Management scope identified in section 3 of the SOW.
 - 4.5.4.7.2. The BOE shall indicate appropriate and sufficient support for Management activities, including Configuration Management, Quality Management and risk management.
 - 4.5.4.7.3. The BOE shall demonstrate that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.
- 4.5.4.8. Bidder Qualifications
 - 4.5.4.8.1. The Purchaser will evaluate the Bidder qualifications based on an assessment of corporate experience and the corporate structure and capabilities with regards to requirements described in the SOW.
 - 4.5.4.8.2. The Bid shall provide evidence of relevant and recent experience of the Bidder in the management and execution of similar procurement.
 - 4.5.4.8.3. The Bid shall provide evidence of relevant experience in BMD area.
 - 4.5.4.8.4. The Bid shall provide evidence of appropriate corporate capabilities of the Bidder, including:
 - 4.5.4.8.4.1 Adequate and appropriate corporate structure to administer the Project and corporate resources available to support the Project;

4.5.4.8.4.2 Adequate and appropriate corporate items/assets, services and expertise available to support the Project;

4.5.4.8.4.3 Relevant and successful experience and expertise in export control.

4.5.5. Transition-in Period Activities

The Transition-in Period will not be evaluated under Best Value but instead evaluated for compliancy only (fail or pass).

4.5.5.1. The Purchaser will evaluate the compliancy for quality, completeness and realism of the TiP with respect to the requirements described in section 6 of the SOW.

4.5.5.2. The Purchaser will evaluate the compliancy for completeness of the work packages and the level of understanding of the individual work packages description of the draft PWBS with regards to Transition-in activities.

4.5.5.3. The Purchaser will evaluate the compliancy for completeness and the realism of the PMS related to the various Transition-in tasks, events and milestones, in particular with respect to the consistency of tasks duration and sequence.

4.5.5.4. The Purchaser will evaluate the compliancy for realism and appropriateness of the unpriced BOE with regards to the Transition-in scope. The BOE shall indicate appropriate and sufficient support for Transition activities as described in section 6 of the SOW. The BOE shall demonstrate that the Bidder has a realistic knowledge of the level of effort and labour mix associated with the different tasks necessary to complete the activities under this Contract.

4.6. Evaluation Step 3 - Price Evaluation

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

4.6.1.1. The bid price complies with the requirement relevant to the Bid Ceiling Price set forth in Annex A-2.

4.6.1.2. In particular, the Bidders shall note that the total cumulative amount of the below listed CLINs SHALL NOT exceed € 73,931,321.25:

CLINs 1 to 5, 14 and 15: Basic Contract
CLINs 6 to 13 : Contract Options

CLIN 16 constitutes unevaluated Contract Options and is therefore not part of the Bid Ceiling Price.

- 4.6.1.3. The Price Quotation meets the pricing prescriptions as well as the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A-1.
- 4.6.1.4. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- 4.6.1.5. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.6.5.
- 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. For quotation submitted in other than EURO currency, for the purposes of price comparison, the Purchaser will proceed as follows: The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. 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. Purchaser's inserted Not to Exceed (NTE) CLIN amounts (pre-set in Euros – See Annex A-1 paragraph 5.3.2) will be added to the converted Bid Price to obtain the Total Bid Price
- 4.6.3.2. The Bid Price to be inserted into the formula specified at paragraph 4.2.4.1 will be the Grand Total of the Schedule of Supplies and Services calculated as follows:
- Total cumulative amount derived from the sum of the Total Prices offered for CLINs 1 to 5, 14 and 15
 - Total cumulative amount derived from the sum of Prices offered for the Total Price of the predetermined optional CLINs 6 to 13
- 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 4.2.4.1 the following descending order of precedence will be applied:

- 4.6.4.2. - Totals and Grand Total for CLINs 1 through 15 as shown in the Bidding Sheet CLINs Summary Page.
- Calculated Totals and Grand Total of CLINs 1 through 15 deriving from the total indicated on each CLIN Bidding Sheet.
- 4.6.5. Price Balance and Realism
- 4.6.5.1. In those cases in which the prices quoted in relation with this Invitation for Bid appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.
- 4.6.5.2. Indicators of an unrealistically low Bid may be the following, amongst others:
- 4.6.5.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.
- 4.6.5.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.6.5.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.5.2.4. Bid price is less than two-thirds of the average of the remaining compliant bids.
- 4.6.5.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following bases:
- 4.6.5.3.1. An error was made in the preparation of the price quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- 4.6.5.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly

and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

- 4.6.5.3.3. The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement shall be signed and made by the head of the business unit submitting the Bid and will normally be confirmed at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.5.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.6.5.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.6.5.5. If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.6.5.3.1 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.6.5.3.3 above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.5.6. If the Bidder presents a convincing rationale pursuant to paragraph 4.6.5.3.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.
- 4.6.5.7. The Agency reserves the right to request Contractors, or the subcontractor to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as: 1) catalogue price lists and any applicable discounts, 2) copies of the subcontractor's orders from others for the same or similar items, including explanations for cost variations, 3) subcontractor's internal cost estimate, or documentation of whatever means the subcontractor used to arrive at the charge.

4.6.6. Once the offered prices have been calculated and checked, the formula set forth in paragraph 4.2.4.1 above will be applied to derive the Price Score of each bid.

4.7. Evaluation Step 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 4.2.2 in order to obtain the Best Value Score of each bid.

4.7.2. The highest scored bid will be recommended as the Successful Bid.

4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. In the unlikely event in which the calculation referred in paragraph 4.7.1 results in a statistical tie, the Purchaser will award the contract to the bid with the highest weighted technical score.

Annex A Bidding Sheets Package

Bidding Sheets

See separate file Book I Annexes

**Annex A-1. Instructions for the Preparation of Bidding
Sheets**

See separate file Book I Annexes

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

See separate file Book I Annexes

Annex B-2. Acknowledgement of Receipt of IFB Amendments

See separate file Book I Annexes

Annex B-3. Certificate of Independent Determination

See separate file Book I Annexes

Annex B-4. Certificate of Bid Validity

See separate file Book I Annexes

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

See separate file Book I Annexes

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

See separate file Book I Annexes

Annex B-7. Disclosure of Requirements for NCIA Execution of Supplemental Agreements

See separate file Book I Annexes

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

See separate file Book I Annexes

Annex B-9. List of Prospective SubContractors

See separate file Book I Annexes

Annex B-10. Bidder Background IPR

See separate file Book I Annexes

Annex B-11. List of SubContractor IPR

See separate file Book I Annexes

Annex B-12. List of Third Party IPR

See separate file Book I Annexes

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

See separate file Book I Annexes

Annex B-14. List of Proposed Key Personnel

See separate file Book I Annexes

Annex B-15. Price Ceiling

See separate file Book I Annexes

**Annex B-16. Supply Chain Security Self-Attestation
Statement**

See separate file Book I Annexes

**Annex B-16.bis Vendor Specific Requirements for
Supply Chain Security**
See separate file Book I Annexes

**Annex B-17. Annex B-17 Disclosure of Involvement of
Former NCI Agency Employment**
See separate file Book I Annexes

**Annex B-17.Bis NCI Agency AD. 05.00, Code of Conduct:
Post Employment Measures**

See separate file Book I Annexes

Annex C Bid Guarantee - Standby Letter of Credit
See separate file Book I Annexes

Annex D IFB-CO-15575-BMD Non-Disclosure Undertaking
See separate file Book I Annexes

Annex E Clarification Requests Form
See separate file Book I Annexes

Annex F IFB-CO-15575-BMD CV Template

See separate file Book I Annexes

Annex G Cross Reference - Traceability Matrix
See separate file Book I Annexes