

Project Serial No 2005/0CMO03025
AC/4(PP)D/27082 ADD 2
AC/4-DS(2015)0018



NATO Communications and Information Agency
Agence OTAN d'information et de communication

NATO Communications Infrastructure (NCI)

Amendment 4

IFB-CO-13735-NCI

BOOK I

INSTRUCTIONS TO BIDDERS

Page Intentionally Left Blank

TABLE OF CONTENTS

SECTION 1	INTRODUCTION	5
1.1.	Purpose	5
1.2.	Scope	5
1.3.	Overview of the Prospective Contract.	5
1.4.	Governing Rules, Eligibility, and Exclusion Provisions	6
1.5.	Security	7
1.6.	Bidders Conference	7
1.7.	Documentation	8
SECTION 2	GENERAL BIDDING INFORMATION	9
2.1.	Definitions	9
2.2.	Eligibility and Origin of Equipment and Services	10
2.3.	Bid Delivery and Bid Closing	10
2.4.	Requests for Extension of Bid Closing Date	12
2.5.	Purchaser's Point of Contact	12
2.6.	Request for IFB Clarifications	12
2.7.	Requests for Waivers and Deviations	13
2.8.	Amendment of the Invitation for Bid	14
2.9.	Modification and Withdrawal of Bids	14
2.10.	Bid Validity	15
2.11.	Bid Guarantee	15
2.12.	Cancellation of Invitation for Bid	17
2.13.	Electronic Transmission of Information and Data	17
2.14.	Supplemental Agreements	17
2.15.	Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser	17
2.16.	Mandatory Quality Assurance and Quality Control Standards	18
SECTION 3	BID PREPARATION INSTRUCTIONS	19
3.1.	General	19
3.2.	Bid Package Content	20
3.3.	Package Marking	20
3.4.	Bid Administration Package	21
3.5.	Price Quotation	22
3.6.	Technical Proposal Package	23
SECTION 4	BID EVALUATION AND CONTRACT AWARD	33
4.1.	General	33
4.2.	Best Value Award Approach and Bid Evaluation Factors	34
4.3.	Evaluation Procedure	36
4.4.	Evaluation Step 1 - Administrative Compliance	37
4.5.	Evaluation Step 2 - Technical Evaluation	38
4.6.	Evaluation Step 3 - Price Evaluation	48
4.7.	Evaluation Step 4 – Calculation of Best Value Scores	50
Annex A	Bidding Instructions and Bidding Sheets	1
Annex B	Prescribed Administrative Forms and Certificates	1
Annex C	Cross Reference Matrix Table	1
Annex D	Bid Guarantee - Standby Letter of Credit	1
Annex E	Clarification Request Form	1

Page Intentionally Left Blank

SECTION 1 INTRODUCTION

1.1. Purpose

- 1.1.1. The purpose of this solicitation is to invite Bids for the upgrade of the NATO General Communication System (NGCS) to the NATO Communications Infrastructure (NCI).

1.2. Scope

- 1.2.1. The NATO Communications and Information Agency (NCI Agency), as designated Host Nation responsible for the implementation of the NATO Communications Infrastructure (NCI) is authorized to award a Contract to a Contractor (hereinafter referred to as "Contractor").
- 1.2.2. The NCI will provide wide area protected Internet Protocol (IP) network communication across NATO and NATO points of presence in member nations supporting traditional data services, like Automated Information Systems (AIS) and Command & Control (C2) and unclassified voice services. The NCI will also provide service delivery points for the NATO-wide video teleconferencing services, the NATO-wide secure voice services and other streaming media services requiring strict quality of service.

1.3. Overview of the Prospective Contract.

- 1.3.1. The NCI project will implement the following subsystems:
- 1.3.1.1. Protected Core Access subsystem, implementing and providing access to the black IP transport backbone.
 - 1.3.1.2. Coloured Cloud Access subsystems, which utilizes the Protected Core Access subsystem for transport, deliver IP Access Services over multiple security domains including NU, NR, NS and MS.
 - 1.3.1.3. Multimedia Access subsystem, which utilizes the NU Coloured Cloud Access subsystem for transport, delivers voice services at NU level. These voice services include: voice infrastructure functions throughout the NCI; VoIP telephones and supporting site infrastructure at selected sites; gateways to remnant PABX infrastructure and 3rd party networks.
 - 1.3.1.4. Network Management subsystem, which provides Fault, Configuration, Accounting, Performance and Security (FCAPS) management and visualisation of all Network and resources (assets) through network topologies and service views.
 - 1.3.1.5. Training and Test Facility, which are a pool of NCI network elements. The network elements can be interconnected and configured as required to model a relevant portion of the operational NCI as required.

- 1.3.2. The multi subsystems above will be implemented across a network of 73 sites, referred to as NCI Locations. In particular:
- 1.3.2.1. The Protected Core Access subsystem will feature a Protected Core Access node at each NCI Location.
 - 1.3.2.2. The Coloured Cloud Access subsystem will feature multi Coloured Cloud Access nodes (NS, NU and NR) at each NCI Location.
 - 1.3.2.3. The Multimedia Access will feature a node (NU) at each NCI Location.
 - 1.3.2.4. The Network management subsystem will feature access to the management system from each site, and central management elements at selected NCI Locations; and
 - 1.3.2.5. The Reference and Testing facility, which will be in at the Purchaser's premises in Casteau/Mons, Belgium.
- 1.3.3. The Geographical Scope of the NCI includes:
- 1.3.3.1. The NATO Command Structure (NCS).
 - 1.3.3.2. The NATO Headquarters (NATO HQ).
 - 1.3.3.3. The NATO Agencies (NCI Agency, NSPA and STO).
 - 1.3.3.4. Satellite Communications Ground Stations.
 - 1.3.3.5. In garrison Deployable CIS Modules (DCM) and Mission Preparation Centers (MPC).
 - 1.3.3.6. DCIS Anchor Sites.
 - 1.3.3.7. NATO points of presence in member nations; and
 - 1.3.3.8. The NATO Training Schools.

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).
- 1.4.2. Pursuant to these procedures, Bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.
- 1.4.3. Best Value Evaluation Method:
- The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Best Value Procedures set forth in AC/4-D(2008)0002-REV1 dated 27 April 2009 and AC/4(2008)0002-REV2 dated 15 July 2015.

- 1.4.4. The Bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4
- 1.4.5. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.5. Security

- 1.5.1. This Invitation for Bid has been classified as NATO RESTRICTED (NATO UNCLASSIFIED When separated from SOW).
- 1.5.2. Contractor personnel are required to possess a security clearance of "NATO SECRET" (NS) for the performance of the Contract. This is required to support the Purchaser on the migration of the NCI, as part of NCI Service Area Engineering Group.
- 1.5.3. Contractor personnel working at NATO or National sites without such a clearance confirmed by the appropriate national security authority and transmitted to the cognisant NATO or National security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.5.4. In addition to NATO SECRET clearance, it should be noted that Contractor personnel supporting the Purchaser on the migration of the NCI, embedded into the NCI Service Area Engineering Group (NSEG-embedded Contractor Team, NeCT), shall possess a security clearance of "COSMIC TOP SECRET" (CTS).
- 1.5.5. Bidders are advised that Contract signature will not be delayed in order to allow the processing of NS and CTS 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 shall be liable for forfeiture of the Bid Guarantee.
- 1.5.6. Bidders are advised that NATO SECRET and CTS security clearances for designated personnel will be required after Contract signature.

1.6. Bidders Conference

- 1.6.1. Prospective Bidders are invited to a Bidders Conference that will be held between four to six weeks after IFB release in Brussels. The Purchaser will notify all Bidders of the final date and time. Registration forms and relevant information will be provided at the time of notification.
- 1.6.2. The purpose of the Bidders Conference will be to present the Project, and present the key members of the Purchaser project management team, as well

as to allow the Prospective Bidders to clarify aspects of the Invitation for Bid for which they may have questions at that time.

- 1.6.3. The Bidder's Conference is planned to include a briefing on the bidding process; the bidding sheets; the prospective contract; and the technical and project management aspects of the project.
- 1.6.4. The participation to the Conference is limited to a maximum of two (2) attendees per Bidder. No exception to this number of attendees will be made. A detailed agenda for the Bidder's Conference will be sent to the participating companies in due course.
- 1.6.5. The potential Bidders may submit questions in writing not later than 7 days prior to the date of the Conference to the POC, at the address mentioned under paragraph 2.5.1 "Purchaser Point of Contact. The Purchaser will endeavour to respond to the previously submitted questions at the Bidders Conference. If any additional questions are asked by the potential Bidders at the Bidders Conference, the Purchaser might attempt to answer them at that time, but any answer that might appear to amend terms, conditions and/or specifications of the Contract shall be considered to be formally included in the Invitation for Bid only when a written amendment to the IFB issued in writing by the Purchaser.
- 1.6.6. Answers to all questions will be issued in writing to all Bidders as soon as practicable after the Conference, whether or not the Bidders attended the Conference. The formal written answers will be the official response of the Agency, even if the written answer differs from the verbal response provided at the Conference.
- 1.6.7. Notwithstanding the written answers provided by the NCI Agency after the Bidders' Conference, the terms, conditions and language of the IFB remains unaltered unless a formal IFB amendment is issued by the NCI Agency and is identified as such.

1.7. Documentation

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

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

- 2.1.1. In addition to the definitions and acronyms set in the Contract Special Provisions (Part II) of the prospective Contract, and the definitions and acronyms set in the Clause entitled "Definitions of Terms and Acronyms" of the Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:
- 2.1.1.1. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
 - 2.1.1.2. "Compliance": strict conformity to the requirements and standards specified in this IFB and its attachments.
 - 2.1.1.3. "Contractor": the awardee of this solicitation of offers, who shall be responsible for the fulfilment of the requirements established in the prospective Contract.
 - 2.1.1.4. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
 - 2.1.1.5. "IFB": Invitation for Bid.
 - 2.1.1.6. "Participating Country": any of the NATO nations contributing to the project, namely, (in alphabetical order): BELGIUM, BULGARIA, CANADA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
 - 2.1.1.7. "Purchaser": NATO Communications and Information Agency (NCI Agency) or its legal successor.

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

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. As stated in paragraph 1.4.1 above only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all Contractors, Subcontractors 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 address given below on/or before 14.00 hours (Brussels Time) on **19 February 2016**, at which time and date Bidding shall be closed.
- 2.3.2. Bids shall be delivered to the following address:
- 2.3.2.1. By Post:
NCI Agency
ACQ/ASG (ATTN: Mr. Joseph Vitale)
Boulevard Leopold III
1110 Brussels
Belgium,
- 2.3.2.2. Hand Carried Service or courier:
NCI Agency
ACQ/ASG (ATTN: Mr. Joseph Vitale)
Bâtiment Z
Avenue du Bourget 140
1110 Brussels
Belgium.
- 2.3.3. Bids submitted by electronic means are not permitted and will not be considered. Bidders are advised that security or other personnel remaining on

the premises outside of normal business hours may decline to sign or issue receipts for delivered items.

2.3.4. Late Bids

2.3.4.1. Bids 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. Such Bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below:

2.3.4.2. *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. Considering the number and quality of express delivery services, courier services and special services provided by the national postal systems, a late Bid shall only be considered for award under the following circumstances:

2.3.4.2.1. A Contract has not already been awarded pursuant to the Invitation for Bid, and

2.3.4.2.2. The Bid was sent to the address specified in the IFB by ordinary, registered or certified mail not later than ten (10) calendar days before the Bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or

2.3.4.2.3. The Bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NCI Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

2.3.4.3. A Late Bid which was hand-carried, or delivered by a private courier, for which a proper receipt cannot be produced, cannot be considered for award under any circumstances nor can late Bids which bear no post marks or for which documentary evidence of mailing date cannot be produced.

2.3.5. Bidders are advised that personnel remaining on the Purchaser's premises outside of normal business hours may decline to sign or issue receipts for delivered items.

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. Joseph Vitale, Senior Contracting Officer
Acquisition Support Group
Tel: +32 2 707 8321
Fax: +32 2 707 8770
E-mail: joseph.vitale@ncia.nato.int,

Alternate:

Ms. Viktorija Navikaite, Senior Contracting Assistant
Acquisition Support Group
Tel: +32 2 707 8210
Fax: +32 2 707 8770
E-mail: viktorija.navikaite@ncia.nato.int,

- 2.5.2. All correspondence related to the IFB shall be forwarded to:

NCI Agency
Acquisition Support Group
Boulevard Leopold III
1110 Brussels, Belgium
Attn: Mr Joseph Vitale (contact details stated above).

2.6. Request for IFB Clarifications

- 2.6.1. Bidders, during 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 requests for clarification shall be forwarded to the Purchaser using the Clarification Request Forms provided at Annex E of this Book I Bidders are encouraged to keep the classification of their request NATO Unclassified where possible by making use of references to the specific SoW/SRS paragraphs instead of repeating the text in their requests. Such requests shall be forwarded via the appropriate mean of communication permitted by the Security classification of the request (e.g. unclassified per email, classified per courier) to the point of contact specified in paragraph 2.5.1 above and shall arrive not later than twenty eight (28) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time. Requests for clarification must address the totality of

the concerns of the Bidder, as the Bidder will 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. The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.5. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.6. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.6.7. 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 means of the issuance of a formal IFB amendment pursuant to AC/4-DS-2261 and in accordance with paragraph 2.8 below.
- 2.6.8. The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtain an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.9. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in his offer.

2.7. Requests for Waivers and Deviations

- 2.7.1. Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this IFB and attached prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the 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 IFB at any time prior to the Bid Closing Date as detailed in paragraph 2.3. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.
- 2.8.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a 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.

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 Bid Closing Date as detailed in paragraph 2.3. Such modifications will 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 detailed in paragraph 2.3.4, except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and subsequently remove the Bid from the Purchaser's premises.
- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bid 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.
 - 2.10.4.3. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. Bid Guarantee

- 2.11.1. The Bidder shall furnish with his Bid a guarantee in an amount equal to **Three Hundred Thousand Euro (€300,000)**. The Bid Guarantee shall be substantially similar to Annex D as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI AGENCY at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO CI Agency.
- 2.11.2. 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 or as soon as possible thereafter.
- 2.11.3. 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.

- 2.11.4. Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.5. 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.
- 2.11.6. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
 - 2.11.6.1. 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
 - 2.11.6.2. 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.
 - 2.11.6.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time.
 - 2.11.6.4. 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.
- 2.11.7. Bid Guarantees will be returned to Bidders as follows:
 - 2.11.7.1. to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance).
 - 2.11.7.2. to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder.
 - 2.11.7.3. 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.
 - 2.11.7.4. pursuant to paragraph 2.10.4.2 above.
- 2.11.8. "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 Bidder and or 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.

2.12. 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 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 due to the security classification of the IFB (NATO RESTRICTED) electronic transmission of documentation which contains classified information is not permissible.

2.14. Supplemental Agreements

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

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

- 2.15.1. Bidders are instructed to review Clause 30 of the Contract General Provisions set forth Part III of Book II herein. This Clause sets forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual

Property developed and/or delivered under this Contract or used as a basis of development under this Contract.

- 2.15.2. Bidders are required to disclose, in accordance with Annex B-10, Annex B-11, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of the Contract General Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.
- 2.15.4. Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with Clause 30 of the Contract General Provisions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of a non-compliant Bid.

2.16. Mandatory Quality Assurance and Quality Control Standards

- 2.16.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-8 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2008, or an equivalent QA/QC regime.
- 2.16.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.16.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2008, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Package.
- 2.16.4. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all Bid submission requirements is mandatory. Failure to submit a Bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the Bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective Contract.
- 3.1.3. Bidders are informed that the quality, 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 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/ soft copies of the Bid documentation to be provided in accordance with paragraph 3.2 below, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Text Documents in MS Word).
- 3.1.7. In the event of a discrepancy between the soft and hard copies of the Bid documentation to be provided in accordance with paragraph 3.2 below, the hard

copy will be considered as the authoritative bid document for the purpose of evaluation and take precedence.

3.1.8. All documentation submitted as part of the Bid shall be classified no higher than "NATO RESTRICTED".

3.1.9. All documentation submitted as part of the Bid shall be in English.

3.2. Bid Package Content

3.2.1. The complete Bid shall consist of three distinct and separated parts described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.2.2. The Bid Administration Package, containing one (1) hard copy and one (1) soft copy of the documents specified in paragraph 3.4 below.

3.2.3. The Price Quotation, containing two (2) hard copies and two (2) soft copies in MS Excel format of the Price Quotation specified in paragraph 3.5 below.

3.2.4. The Technical Proposal Package as specified below. Each Part shall be in a separate binder or file for ease of segregation and handling and shall each be submitted in one (1) hard copy and four (4) soft copies.

3.2.4.1. Part 1 - The Management Proposal, as described in paragraph 3.6.1 below.

3.2.4.2. Part 2 - The Engineering Approach Proposal, as specified in paragraph 3.6.2 below.

3.2.4.3. Part 3 - The Integrated Logistics Support Proposal, as specified in paragraph 3.6.3 below.

3.2.4.4. Part 4 - The Risk Approach Proposal, as specified in paragraph 3.6.4 below.

3.3. Package Marking

3.3.1. The separate parts of the Bid shall be placed in outer containers for delivery. All outer containers into which Bidding documents are placed shall be opaque or wrapped in opaque paper, sealed and identified with the following markings:

SEALED BID IFB-CO-13735-NCI,

BOX X of Y (1 of 3, 2 of 3, etc.),

NOTIFY MR Joseph Vitale (X8321) / MS (Viktorija Navikaite) (X8210) UPON RECEIPT.

3.3.2. Each of the Bid parts placed in the outer container(s) shall be separately wrapped (multiple copies of the same document may be wrapped together), and marked as follows:

3.3.2.1. Name and address of the Bidder,

- 3.3.2.2. The words “SEALED BID” followed by the reference “IFB-CO-13735-NCI”,
- 3.3.2.3. The appropriate package marking, i.e. “Bid Administration”, “Price Quotation”, “Technical Proposal”.

3.4. Bid Administration Package

- 3.4.1. The Package must include the original of the Bid Guarantee required by paragraph 2.11 of the Bidding Instructions. If the Bid Guarantee is sent to the Purchaser directly from the Bidder's bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.4.2. The Package shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:
 - 3.4.2.1. Annex B-1 (Certificate of Legal Name of Bidder)
 - 3.4.2.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)
 - 3.4.2.3. Annex B-3 (Certificate of Independent Determination)
 - 3.4.2.4. Annex B-4 (Certificate of Bid Validity)
 - 3.4.2.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges)
 - 3.4.2.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions)
 - 3.4.2.7. Annex B-7 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
 - 3.4.2.8. Annex B-8 (Certificate of Compliance AQAP 2110 or ISO 9001:2008 or Equivalent) with a copy of the relevant quality certification attached to it.
 - 3.4.2.9. Annex B-9 (List of Prospective Subcontractors)
 - 3.4.2.10. Annex B-10 (Bidder Background IPR)
 - 3.4.2.11. Annex B-11 (List of Subcontractor IPR)
 - 3.4.2.12. Annex B-12 (Certificate of Origin of Equipment, Services, and Intellectual Property)
 - 3.4.2.13. Annex B-13 (List of Proposed Key Personnel)
 - 3.4.2.14. Annex B-14 (Certificate of Price Ceiling)

- 3.4.2.15. Annex B-15 (Certificate of Premium Level Partner Status with Manufacturers)

3.5. Price Quotation

3.5.1. Package Contents:

- 3.5.1.1. This envelope must contain the following documentation and media in the quantities provided in paragraph 3.2.3 above:

3.5.1.1.1. The completed set of sheets contained in the electronic file "2-IFB-CO-13735-NCI -Bidding Sheets.xls" submitted as part of this IFB.

3.5.1.1.1.1 CD-ROM or DVD containing an electronic version, in MS Excel format, of the documentation stated in paragraph 3.5.1.1.1 above.

3.5.2. General Rules:

3.5.2.1. Bidders are advised that the total price for CLINs (1 through 7) is (Investment part of the Bid) shall not exceed a ceiling **EUR 47,019,334** (forty seven million, nineteen thousand, three hundred and thirty four) and that the total price for CLIN (8) (CLS part of the bid) shall not exceed a ceiling of **EUR 29,603,191** Twenty nine million six hundred and three thousand one hundred and ninety one euro). Bids submitted in excess of any of these figures may be determined to be non-compliant and eliminated from further consideration.

3.5.2.2. Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in paragraph 3.5.1.1.1 above, in accordance with the instructions specified in Annex A-1.

3.5.2.3. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW and SRS.

3.5.2.4. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all base Contract (CLINS 1 through 7) and optional CLINs, both Evaluated Options (CLIN 8) and Non-Evaluated Options (CLIN 9) Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

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

non-compliant. In the case of inconsistencies between the electronic version of the Bidding Sheets and the paper "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.

- 3.5.2.6. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.2.6.1. The currency is of a "participating country" in the project.
- 3.5.2.6.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.2.7. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.8. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.9. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A-1, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.5.2.10. The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.6. Technical Proposal Package

- 3.6.1. Management:
- 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 clear 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 as perceived and specified by the bidder, and the key points of the technical approach and solution. This summary shall be at least 10 pages and not exceed 15 pages.

- 3.6.1.3. Bidders shall provide a detailed Cross Reference Matrix tracing the individual IFB requirements to the Bidders proposal, by using the table provided in Annex C.
- 3.6.1.4. The Cross Reference Matrix shall cover both the project execution requirements contained in the SoW, and system and subsystem-specific functional and non-functional requirements contained in the SRS and its Annexes, these are two separate documents and are traced in two separate sets, as follows:
- 3.6.1.4.1. Cross Reference Matrix for the SOW, with requirements annotated as Introduction -“INT-#”, Project Management -“PM-#”, System Design -“SD-#”, CIS Security -“CS-#”, System Integration - “SI-#”, System Transition - “ST-#”, Subscriber Migration and OpEval - “SMO-#” Systems Acceptance- “SA-#”, Training - “TRN-#”; Documentation - “DOC-#”; Integrated logistics Support - “ILS-#”, Quality Assurance -“QA-#”, and Configuration Management - “CM-#”.
- 3.6.1.4.2. Cross Reference Matrix for the SRS and its Annexes, with requirements annotated as System- “SYS-#”, Protected Core Access - “PCA-#”, Coloured Cloud Access - “CCA-#”, Multimedia Access - “MMA-#”, Management - “MNG-#” and Reference and Testing Facility - “RTF-#”. During the Contract execution this matrix shall later evolve into the Verification Cross Reference Matrix (VCRM, refer to Book II, Statement of Work, Section 6, System Testing).
- 3.6.1.5. Bidders shall provide a draft Project Management Plan (PMP, which is section 2 of the PIP) including as separate chapters the Project Work Breakdown Structure (PWBS) and the Project Master Schedule (PMS) in accordance with the requirements as described in paragraph 2.6 of the SoW. The PMP shall not exceed 50 pages.
- 3.6.1.6. Bidders shall provide the resumes of the individuals designated as Key Personnel to this project as identified in SoW paragraph 2.3 and listed by the Bidders in Annex B-13. For each role identified (at least one person per role and a maximum of one role per person), the resumes shall meet or exceed the experience, knowledge and educational criteria stated in the SoW paragraph 2.3 and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Key Personnel are:
- 3.6.1.6.1. Project Manager.
- 3.6.1.6.2. Deputy Project Manager.
- 3.6.1.6.3. Technical Lead.
- 3.6.1.6.4. System Design Engineers.
- 3.6.1.6.5. CIS Security Manager.

- 3.6.1.6.6. System Implementation Manager.
- 3.6.1.6.7. Site Installation Team Leaders.
- 3.6.1.6.8. NCI Service Area Engineering Group (NSEG) **NATO Embedded Contractor Team (NeCT)**.
- 3.6.1.6.9. On-site Support Engineers.
- 3.6.1.6.10. Training Manager.
- 3.6.1.6.11. Test Director.
- 3.6.1.6.12. Senior ILS Engineer.
- 3.6.1.6.13. Quality Assurance Manager.
- 3.6.1.7. Bidders shall provide for all of the above Key Staff personnel at least one of the following valid Certificates:
 - 3.6.1.7.1. Common European Framework of Reference for Languages (CEFR) C1 for the English language.
 - 3.6.1.7.2. Test of English as a Foreign Language (TOEFL) Internet-based Test (iBT) 110 – 120.
 - 3.6.1.7.3. Cambridge English Language Assessment CPE (45 to 59)/ CAE grade B or C / FCE grade A.
 - 3.6.1.7.4. International English Language Testing System (IELTS) 6 points.
 - 3.6.1.7.5. Bachelor's Degree or Higher from an accredited Institution in which program of study has been completed fully in the English language.
- 3.6.1.8. Bidders shall describe the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure. This information, labelled as "Corporate Capability", should indicate the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer.
- 3.6.1.9. Bidders 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.
- 3.6.1.10. Bidders 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.

- 3.6.1.11. Bidders shall describe the Corporate Experience which shall provide evidence of relevant and recent experience of the Bidder in the design, implementation and integration of projects similar to the subject procurement.
- 3.6.1.11.1. The Bidder shall provide relevant and successful corporate experience in at least two Contracts within the last five years for which the Bidder has executed the design, configuration, installation, integration and testing of similar systems to meet military or government requirements. For each of the Contracts the following data shall be provided:
- 3.6.1.11.1.1 a description of the key requirements and how far these requirements were met by the solution fielded, preferably with customer evaluation report.
 - 3.6.1.11.1.2 a brief description of the financial and physical scope of the project including the number of systems deployed/delivered.
 - 3.6.1.11.1.3 the purchaser(s) of these systems.
 - 3.6.1.11.1.4 the user(s) of these systems.
 - 3.6.1.11.1.5 the Contract number(s).
 - 3.6.1.11.1.6 the start date and end date of the Contract.
 - 3.6.1.11.1.7 a valid Point of Contact for verification purposes.
- 3.6.1.11.2. The Bidder shall provide relevant and successful corporate experience in at least two Contracts within the last five years of the major sub-Contractors for the delivery of projects similar to the respective parts the subject procurement. For each of the Contracts the following data shall be provided:
- 3.6.1.11.2.1 a description of the key requirements and how far these requirements were met by the solution fielded, preferably with customer evaluation report.
 - 3.6.1.11.2.2 Brief description of the financial and physical scope of the project including the number of systems deployed/delivered.
 - 3.6.1.11.2.3 the purchaser(s) of these systems.
 - 3.6.1.11.2.4 the user(s) of these systems.
 - 3.6.1.11.2.5 the Contract number(s).
 - 3.6.1.11.2.6 the start date and end date of the Contract.
 - 3.6.1.11.2.7 a valid Point of Contact for verification purposes.

3.6.2. Engineering Approach:

- 3.6.2.1. Bidders shall provide a draft System Design Plan (SDP), which is section 3 of the PIP, in accordance with the requirements as described in paragraph 2.6 and paragraph 3.5 of the SoW. The SDP shall not exceed 20 pages.
- 3.6.2.2. Bidders shall provide a draft System Design Specification (SDS). This draft SDS shall be in accordance with the requirements as described in paragraph 3.4.5 of the SoW excluding the Reference and Testing Facility Design Specification (RTDS) and excluding the Reference Sensor Placement Design (RSPD). The draft SDS, excluding its Proof of Concept (PoC) Platform Design Specification (PSD) (see below), shall not exceed 100 pages. Any system drawings are to be included in an annex and will not count against the submitted page count.
 - 3.6.2.2.1. The provided draft SDS shall include an Annex with the proposed PoC Platform Design Specification (PDS) covering the detailed description and configuration of the proposed PoC Platform subsystems as well as the proposed PoC Inventory Lists, in accordance with the requirements as described in paragraph 3.4.5.1 and Appendix 3 of the SoW. The PDS shall not exceed 30 pages.
 - 3.6.2.2.2. The Bidder's draft SDS shall include comprehensive technical details (including representative configuration samples), on the Quality of Service (QoS) aware IP networking design, including but not limited to:
 - 3.6.2.2.2.1 QoS mechanisms.
 - 3.6.2.2.2.2 Traffic engineering design completeness versus complexity (end-to-end CCA - PCA - CCA).
 - 3.6.2.2.2.3 Purchaser Furnished Equipment (PFE) Crypto integration with consideration of the QoS mechanisms and Traffic engineering design above. Specifically, the SDS shall demonstrate how the Bidder's proposed design delivers QoS over the throughput-constrained military IP crypto overlay.
 - 3.6.2.2.2.4 Full IPv6 infrastructure with dual-stack IPv4/IPv6 service delivery points.
 - 3.6.2.2.2.5 Mechanism of Col access separation and differentiated transport in Coloured Clouds and through the Protected Core.
 - 3.6.2.2.3. The Bidder's draft SDS shall include comprehensive technical details on the Management subsystem including but not limited to:
 - 3.6.2.2.3.1 Configuration Management Data Base (CMDB) maintenance: the Bidder's design shall describe how the CMDB will be operated and maintained, including but not limited to,
 - 3.6.2.2.3.1.1 How to populate the CMDB.

- 3.6.2.2.3.1.2 How to standardize the Configuration Items (CI) categories and how to align them with NATO's existing CMDB schema.
- 3.6.2.2.3.1.3 How to monitor deltas on a daily basis (managed vs actual CMDB views).
- 3.6.2.2.3.1.4 How to streamline the resolution of deltas in a feasible way without requiring too much human effort.
- 3.6.2.2.3.2 Event Management: the Bidder's design shall describe how aggregation, deduplication and correlation of events will occur, including but not limited to,
 - 3.6.2.2.3.2.1 How the NCI ELMs for all devices will cache and forward events to the DSMS even cross-domain and across locations.
 - 3.6.2.2.3.2.2 How the DSMS will de-duplicate, filter and forward events to the ESMS via an event bus.
 - 3.6.2.2.3.2.3 How the Purchaser's current ESMS Event manager (BMC Event Manager, BEM) will be configured to correlate, augment, and prioritize events, in order to trigger incidents to be handled by System Administrators.
 - 3.6.2.2.3.2.4 How the various ELM, the DSMS and the ESMS will handle event storms.
- 3.6.2.2.3.3 Integration: the Bidder's design shall describe how standard interfaces from the DSMS to internal systems are built, with special attention to interfaces to external systems, including but not limited to,
 - 3.6.2.2.3.3.1 Northbound interfaces from DSMS to ESMS: These interfaces are critical for the NCI SMC. The Bidder's design shall show how these interfaces will work seamlessly with the Agency's ESMS (BMC ITSM & Atrium CMDB) and will be able to,
 - Provide & consume CIs.
 - Trigger incidents.
 - Report usage and quality statistics for SLAs.
 - Accept and apply network reconfiguration requests from the layer 4-7 systems (ITM, FASs etc) for Request Fulfilment, Service Level Management, Continuity & Availability Management, etc.
 - 3.6.2.2.3.3.2 Southbound interfaces from DSMS to ELMs: The Bidder's design shall describe how these interfaces will accommodate future device upgrades without altering the Management subsystem architecture, noting that the ELMs need to provide abstraction layer for the DSMS (MTOSI) and standard interfaces (SNMP, syslog, scripted SSH access) to the devices.

- 3.6.2.2.3.3 Lateral interfaces to external systems: The Bidder's design shall describe how these interfaces will support financial management to the Purchaser's Centralised NATO Automated Financial System (CNAFS) for chargeback of voice services (Call Data Records, CDRs).
- 3.6.2.2.3.4 Management subsystem availability. The Bidder shall present a plan reflecting how the Bidder's solution shall ensure high availability of the DSMS and local out-of-band (OOB) management components in order to be able to do problem resolution when the NCI services are down. The bidder has to show how this works over the local OOB crypto.
- 3.6.2.2.4. The Bidder's SDS shall include technical details about the different hardware and software components (note: details shall be provided as part of the SDS and any individual datasheets are to be provided in a separate binder not included and not counted as part of the SDS page count).
- 3.6.2.2.5. {Deleted}.
- 3.6.2.3. Bidders shall provide a draft Accreditation Support Plan (ASP), which is section 4 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 4 of the SoW. The ASP shall not exceed 15 pages.
- 3.6.2.4. Bidders shall provide a draft System Implementation Plan (SIP), which is section 5 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 5 of the SoW. The SIP shall not exceed 35 pages.
- 3.6.2.5. Bidders shall provide a draft System Testing Plan (STP), which is section 6 of the PIP, in accordance with the requirements as described in paragraph 2.6 and 6 of the SoW. The STP shall not exceed 25 pages.
- 3.6.2.6. Bidders shall provide a draft Subscribers Migration Plan (SMP, which is section 7 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 7 of the SoW. The SMP shall not exceed 15 pages.
- 3.6.2.7. Bidders shall provide a draft System Acceptance Plan (SAcP), which is section 8 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 8 of the SoW. The SAcP shall not exceed 10 pages.
- 3.6.2.8. Bidders shall provide a draft Documentation and CDRL Plan (DCP), which is section 10 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 10 of the SoW. The DCP shall not exceed 15 pages.
- 3.6.3. Integrated Logistics Support (ILS)
 - 3.6.3.1. Bidders shall provide a draft Integrated Support Plan (ISP), which corresponds to section 11 of the PIP, in accordance with the

requirements as described in paragraph 2.6 and section 11 of the SoW. The ISP shall not exceed 15 pages.

- 3.6.3.2. Bidders shall provide a separate, stand-alone draft Logistics Support Analysis Plan (LSAP), in accordance with the requirements as described in section 11 of the SoW. The LSAP shall not exceed 25 pages.
- 3.6.3.3. Bidders shall provide a separate, stand-alone draft In-Service Support Plan (ISSP), in accordance with the requirements as described in section 11 of the SoW. The ISSP shall not exceed 20 pages.
- 3.6.3.4. Bidders shall provide a separate set of draft Reliability Block Diagrams (RBD), in accordance with paragraph 11.4 of the SoW, including predictions for system level Reliability, Maintainability and Availability (RMA). Bidders shall provide an indication of the application of CLS support strategies (i.e. 24/7/4, 8/5/NBD, and on-site spares strategies) at each location, in accordance with paragraph 11.8 of the SoW.
- 3.6.3.5. Bidders shall provide a draft Training Plan (TP), which corresponds to section 9 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 9 of the SoW. The TP shall not exceed 12 pages.
- 3.6.3.6. Bidders shall provide a final version of a Computer Based Training (CBT) product, which was developed within the past three (3) years by the Bidder for another, but technically very similar project. This CBT product shall have a scope which is as much as possible similar to the scope of the CBT for NCI (i.e. to enable Maintainers and Operators to perform level 1 of support),
- 3.6.3.7. Bidders shall provide a separate, stand-alone draft Quality Assurance Plan (QAP), in accordance with the requirements as described in section 12 of the SoW. The QAP shall not exceed 10 pages.
- 3.6.3.8. Bidders shall provide a separate, stand-alone draft Configuration Management Plan (CMP), in accordance with the requirements as described in section 13 of the SoW. The CMP shall not exceed 10 pages.

3.6.4. Risk Approach

- 3.6.4.1. Bidders shall provide a draft project Risk Management Plan (RMP), which is a separate chapter of the Project Management Plan (PMP), in accordance with the requirements as described in paragraph 2.6 of the SoW. The draft RMP shall describe an effective and mature risk management approach, including the Bidder's process for risk identification, assessment, mitigation, monitoring, and reporting. The Risk management approach shall encompass all aspects relevant for the execution of the NCI Project, including Management, Engineering and Support. The RMP shall demonstrate an approach likely to

cause minimal or no disruption of schedule, increase in cost, or degradation of performance, and will require a low level of Bidder emphasis or Purchaser monitoring to overcome difficulties.

- 3.6.4.2. Bidders shall provide, as an Annex to the draft Risk Management Plan (RMP), an initial NCI Risk Log which identifies and details the top 10 project risks in accordance with the requirements as described in paragraph 2.6 of the SoW. For each of the 10 project risks identified the Bidder shall provide the rationale explaining why the issue has been identified as a risk and also explain the relative ranking of the risk. Each rationale shall be based on and refer to relevant Bidders experience in the last three years as described in the Corporate Experience part of the Bid in order to justify the selection and ranking of the respective risk.

Page Intentionally Left Blank

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 furnished by the Bidder and contained in his Bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in Book I, Section 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as his approach and methodologies.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide 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(2008)0002-REV1, "Procedures and Practices for Conducting NSIP International Competitive Bidding Using Best Value Methodology", **and AC/4-D(2008)0002-REV2**. The Bid evaluation methodology

to be followed, including the top-level evaluation criteria and their weighting factors, were agreed by the NATO Investment Committee.

4.2. Best Value Award Approach and Bid Evaluation Factors

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

4.2.2. Upon approval of the price evaluation report, the CAB will open the technical weighting scheme and apply the technical weight to the raw technical score to produce the weighted technical score.

4.2.3. The weighted Technical Score will be determined according to the following formula:

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

where: TS1, TS2, TS3, ... < 100 are the technical score of each of the authorised second-level or published third-level technical sub-criteria; and a% b% c%, ... are the related weighting factors for each of the second-level or third-level technical sub-criteria adding to 100.

4.2.4. The BV final Score (FS) will be the sum of weighted TS plus PS. The compliant bid with the highest score shall be the successful bid.

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

where: z% is the authorised weighting factor for the Price Criterion.

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

4.2.5.1. Bidders shall note that any Bid in excess of the stated ceiling price set forth in paragraph 3.5.2.1 above may not be scored as the Bid may be determined to be non-compliant.

4.2.5.2. Technical: 50 % weight, with the cumulative Technical Score determined by evaluating and scoring the different technical (sub-) criteria in accordance with the prescriptions of the paragraphs below.

4.2.5.2.1.1 Management: 15% weight, based on the following sub-criteria listed in order of descending importance:

4.2.5.2.1.1.1 Quality and Suitability of Project Management Plan and supporting data.

4.2.5.2.1.1.2 Quality and relevant Experience of Key Personnel.

4.2.5.2.1.1.3 Quality and Suitability of Corporate Experience (length and applicability, including major sub-Contractors).

- 4.2.5.2.1.1.4 Quality and Suitability of Executive Summary.
- 4.2.5.2.1.1.5 Quality and Suitability of Cross Reference Matrix.
- 4.2.5.2.1.2 Engineering Approach: 50% weight, based on the following sub-criteria which appear in descending order of importance:
 - 4.2.5.2.1.2.1 Quality and Suitability of System Design Specification (SDS) with Annex describing the proposed Proof of Concept (POC) Platform Design Specification (PDS).
 - 4.2.5.2.1.2.2 Quality and Suitability of System Design Plan (SDP).
 - 4.2.5.2.1.2.3 Quality and Suitability of System Implementation Plan (SIP).
 - 4.2.5.2.1.2.4 Quality and Suitability of Subscribers Migration Plan (SMP).
 - 4.2.5.2.1.2.5 Quality and Suitability of Accreditation Support Plan (ASP).
 - 4.2.5.2.1.2.6 Quality and Suitability of System Testing Plan (STP).
 - 4.2.5.2.1.2.7 Quality and Suitability of System Acceptance Plan (SAcP).
 - 4.2.5.2.1.2.8 Quality and Suitability of Documentation and CDRL Plan (DCP).
- 4.2.5.2.1.3 Integrated Logistic Support (ILS): 20% weight, based on the following sub-criteria, which appear in descending order of importance:
 - 4.2.5.2.1.3.1 Quality and Suitability of the Integrated Support Plan (ISP).
 - 4.2.5.2.1.3.2 Quality and Suitability of the Logistics Support Analysis Plan (LSAP).
 - 4.2.5.2.1.3.3 Quality and Suitability of the In-Service Support Plan (ISSP).
 - 4.2.5.2.1.3.4 Quality and Suitability of: Reliability Block Diagrams (RBDs); predictions for system level Reliability, Maintainability and Availability (RMA); and application of CLS support strategies (i.e. 24/7/4, 8/5/NBD, and on-site spares strategies) at each location.
 - 4.2.5.2.1.3.5 Quality and Suitability of the Training Plan (TP).
 - 4.2.5.2.1.3.6 Quality and Suitability of the example Computer Based Training (CBT) product.
 - 4.2.5.2.1.3.7 Quality and Suitability of the Quality Assurance Plan (QAP).
 - 4.2.5.2.1.3.8 Quality and Suitability of the Configuration Management Plan (CMP).
- 4.2.5.2.1.4 Risk: 15% weight, based on the following sub-criteria listed in descending order of importance:

- 4.2.5.2.1.4.1 Quality and Suitability of Risk Management approach including all aspects relevant for the execution of the NCI Project, including Management, Engineering, and Support aspects.
- 4.2.5.2.1.4.2 The Initial NCI Log, which identifies and details the top 10 project risks.
- 4.2.6. The scores obtained on these criteria shall be aggregated through the formula specified in paragraph 4.2.4 in order to obtain the overall score of each bid.
- 4.2.7. A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the Purchaser staff beyond the originator and the Chairman of the Contracts Award Board, who are not evaluators within the framework of this IFB or in any manner or form are made privy of evaluation information throughout the course of the evaluation process. The weighting scheme remains sealed until Step 4 of the evaluation process, described in paragraph 4.7.

4.3. Evaluation Procedure

- 4.3.1. The evaluation will be done in a four step 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 administrative requirements may be determined to be non-compliant and not considered for further evaluation.
 - 4.3.1.2. Step 2: Technical Evaluation.
 - 4.3.1.2.1. In Step 2 Bids will have their Technical Proposals evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.5 below), and scored accordingly. This evaluation will result in "raw" or unweighted technical scores against the criteria.
 - 4.3.1.2.2. Bidders are advised that any Bid whose Technical Proposal receives a score of less than 20% of the unweighted raw score possible in any of the sub-criteria listed in paragraphs 4.2.4.2.1 to 4.2.4.2.4. inclusive may be determined by the Purchaser to be non-compliant and not considered for further evaluation.
 - 4.3.1.3. Step 3: Price Evaluation.
 - 4.3.1.3.1. The Price Quotations of all Bids not considered non-compliant under the previous steps will be opened, evaluated and scored in accordance with paragraph 4.6.
 - 4.3.1.4. Step 4: Determination of Apparent Successful Bidder.

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

4.4. Evaluation Step 1 - Administrative Compliance

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

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

4.4.1.2. The Bid is packaged and marked properly.

4.4.1.3. The Bid Administration Package contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1 above.

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

4.4.1.4.1. 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 8 and 9 of the Prospective Contract Special Provisions and Clauses 29 and 30 of the Prospective Contract General Provisions or any other term or condition of the Prospective Contract.

4.4.1.4.2. The Bidder certified through the Certificate of Price Ceiling in Annex B 14 that the total price offered in the price quotation 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 3.5.2 of Book I and, annex A-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 above. It is the Bidder's responsibility to confirm that the certificate provided in the Bid remains valid in the following case:

4.4.1.4.2.1 When the reference exchange rate used by the Purchaser for Price evaluation purposes as described in 4.6.3.1¹ has been subject to a significant fluctuation compared to the exchange rate indicated in the Certificate of Price Ceiling in A2 of Book I, and,

4.4.1.4.2.2 It has a potential impact on the converted offered price compared to the Price Ceiling.

- 4.4.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.4.3. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.
- 4.4.4. Notwithstanding paragraph 4.4.3, if it is later discovered in the evaluation of the Bid Administration Package, Technical Proposal or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid at the point in time of discovery.

4.5. Evaluation Step 2 - Technical Evaluation

- 4.5.1. The Technical Proposal will be evaluated against the criteria and sub-criteria set forth in paragraph 4.2 above. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this IFB 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. Management:
 - 4.5.2.1. The Bid provides an Executive Summary between 10 and 15 pages in length that demonstrates:
 - 4.5.2.1.1.1 A clear description of the major points contained in each of the required sections of the technical proposal, the depth of the Bidder's understanding of the project, the implementation environment and the problems and risks of project implementation.
 - 4.5.2.1.1.2 The strengths which the Bidder and its team bring to the project in terms of minimising the problems and reducing the risks as perceived and specified by the bidder. The key points of the technical approach and solution that the Bidder believes deserves recognition under a Best Value evaluation scheme.

¹ The exchange rate to be utilized by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

- 4.5.2.2. The Bid provides a detailed Cross Reference Matrix tracing the individual IFB requirements in the SOW and SRS to the Bidders proposal, by using the table provided in Annex C.
- 4.5.2.3. The Cross Reference Matrix covers both the project execution requirements contained in the SoW, and system and subsystem-specific functional and non-functional requirements contained in the SRS and its Annexes, traced in two separate sets, as follows:
- 4.5.2.3.1. Cross Reference Matrix for the SOW, with requirements annotated as "INT-#", "PM-#", "SD-#", "CS-#", "SI-#", "ST-#", "SMO-#" "SA-#", "TRN-#"; "DOC-#"; "ILS-#", "QA-#", and "CM-#".
- 4.5.2.3.2. Cross Reference Matrix for the SRS and its Annexes, with requirements annotated as "SYS-#", "PCA-#", "CCA-#", "MMA-#", "MNG-#" and "RTF-#". During the Contract execution this matrix shall later evolve into the Verification Cross Reference Matrix (VCRM, refer to Book II, Statement of Work, Section 6, System Testing).
- 4.5.2.4. The Bid provides a draft Project Management Plan (PMP, (Section 2 of the PIP) that includes, as separate chapters, the Project Work Breakdown Structure (PWBS), the Project Master Schedule (PMS) and the project Risk Management Plan (RMP), in accordance with the requirements as described in paragraph 2.6 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft PMP will also be evaluated against how concise and clear the PMP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The PMP does not exceed 50 pages.
- 4.5.2.5. The Bid provides the resumes of the individuals designated as Key Personnel to this project as identified in SoW section 2.3 and listed by the Bidder in Annex B-13. For each role identified (at least one person per role and a maximum of one role per person), the resumes meet or exceed the experience, knowledge and educational criteria stated in the SoW paragraph 2.3 and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Key Personnel are:
- 4.5.2.5.1. Project Manager.
- 4.5.2.5.2. Deputy Project Manager.
- 4.5.2.5.3. Technical Lead.
- 4.5.2.5.4. System Design Engineers.
- 4.5.2.5.5. CIS Security Manager.
- 4.5.2.5.6. System Implementation Manager.

- 4.5.2.5.7. Site Installation Team Leaders.
- 4.5.2.5.8. NCI Service Area Engineering Group (NSEG) NATO Embedded Contractor Team (NeCT).
- 4.5.2.5.9. On-site Support Engineers.
- 4.5.2.5.10. Training Manager.
- 4.5.2.5.11. Test Director.
- 4.5.2.5.12. Senior ILS Engineer.
- 4.5.2.5.13. Quality Assurance Manager.
- 4.5.2.6. The Bid provides for all of the above Key Staff personnel at least one of the following valid Certificates:
 - 4.5.2.6.1. Common European Framework of Reference for Languages (CEFR) C1 for the English language.
 - 4.5.2.6.2. Test of English as a Foreign Language (TOEFL) Internet-based Test (iBT) 110 – 120.
 - 4.5.2.6.3. Cambridge English Language Assessment CPE (45 to 59)/ CAE grade B or C / FCE grade A.
 - 4.5.2.6.3.1 International English Language Testing System (IELTS) 6 points.
 - 4.5.2.6.4. Bachelor's Degree or Higher from an accredited Institution in which program of study has been completed fully in the English language.
- 4.5.2.7. The Bid describes the corporate structure of the Contractor and the administration of the prospective Project within the overall corporate structure. This information, labelled as "Corporate Capability", indicates the chain of authority within the Contractor's organisation from the Project Manager to the Chief Executive Officer.
- 4.5.2.8. The Bid describes 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.
- 4.5.2.9. The Bid describes 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.
- 4.5.2.10. The Bid describes the Corporate Experience which provides evidence of relevant and recent experience of the Bidder in the

design, implementation and integration of projects similar to the subject procurement, including:

4.5.2.10.1. The Bid provides relevant and successful corporate experience in at least two Contracts within the last five years for which the Bidder has executed the design, configuration, installation, integration and testing of similar systems to meet military or government requirements. For each of the Contracts the following data has been provided:

4.5.2.10.1.1 A description of the key requirements and how far these requirements were met by the solution fielded, preferably with customer evaluation report.

4.5.2.10.1.2 A brief description of the financial and physical scope of the project including the number of systems deployed/delivered.

4.5.2.10.1.3 The purchaser(s) of these systems.

4.5.2.10.1.4 The user(s) of these systems.

4.5.2.10.1.5 The Contract number(s).

4.5.2.10.1.6 The start date and end date of the Contract.

4.5.2.10.1.7 A valid Point of Contact for verification purposes.

4.5.2.11. The Bid provides relevant and successful corporate experience in at least two Contracts within the last five years of the major sub-Contractors for the delivery of projects similar to the respective parts the subject procurement. For each of the Contracts the following data has been provided:

4.5.2.11.1. a description of the key requirements and how far these requirements were met by the solution fielded, preferably with customer evaluation report.

4.5.2.11.2. Brief description of the financial and physical scope of the project including the number of systems deployed/delivered.

4.5.2.11.3. the purchaser(s) of these systems.

4.5.2.11.4. the user(s) of these systems.

4.5.2.11.5. the Contract number(s).

4.5.2.11.6. the start date and end date of the Contract.

4.5.2.11.7. a valid Point of Pontact for verification purposes.

4.5.3. Engineering Approach:

- 4.5.3.1. The Bid provides a draft System Design Plan (SDP), which is section 3 of the PIP) in accordance with the requirements as described in paragraph 2.4 and 3.5 of the SoW. Apart from meeting all the requirements, the draft SDP will also be evaluated against how concise and clear the SDP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The SDP does not exceed 20 pages.
- 4.5.3.2. The Bid provides a draft System Design Specification (SDS). This draft SDS shall be in accordance with the requirements as described in paragraph 3.4.5 of the SoW. The SDS is a critical part of the Bid evaluation. The Bidder's SDS submission shall serve as the Bidders demonstration of his understanding of the NCI requirements and will facilitate the evaluation of the maturity of the proposed technical solution. Apart from meeting all the requirements and the level of maturity, the draft SDS will also be evaluated against how concise and clear the SDS is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The SDS, excluding its Proof of Concept (PoC) Platform Design Specification (PDS), Reference and Testing Facility Design Specification (RTDS), Reference Sensor Placement Design (RSPD) and Requirements Traceability Matrix (RTM) annexes (see below for PDS), does not exceed 100 pages. Any system drawings are included in an annex and do not count against the submitted page count.
- 4.5.3.2.1. The provided draft SDS includes an Annex with the proposed PoC Platform Design Specification (PDS) covering the detailed description and configuration of the proposed PoC Platform subsystems as well as the proposed PoC Inventory Lists, in accordance with the requirements as described in paragraph 3.4.5.1 and Appendix 3 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft PDS will also be evaluated against how concise and clear it is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The PDS does not exceed 30 pages.
- 4.5.3.2.2. The Bidder's draft SDS includes comprehensive technical details (including representative configuration samples) on the Quality of Service (QoS) aware IP networking design, including but not limited to:
- 4.5.3.2.2.1 QoS mechanisms.
- 4.5.3.2.2.2 Traffic engineering design completeness versus complexity (end-to-end CCA - PCA - CCA).

4.5.3.2.2.3 Purchaser Furnished Equipment (PFE) Crypto integration with consideration of the QoS mechanisms and Traffic engineering design above. A special evaluation aspect is how the Bidder's proposed design demonstrates to deliver QoS over the throughput-constrained military IP crypto overlay.

4.5.3.2.2.4 Full IPv6 infrastructure with dual-stack IPv4/IPv6 service delivery points.

4.5.3.2.2.5 Mechanism of Col access separation and differentiated transport in Coloured Clouds and through the Protected Core.

4.5.3.2.3. The Bidder's draft SDS includes comprehensive technical details on the Management sub-system including but not limited to:

4.5.3.2.3.1 Configuration Management Data Base (CMDB) maintenance. The design as proposed in the Bid describes how the CMDB will be operated and maintained including but not limited to:

4.5.3.2.3.1.1 How to populate the CMDB.

4.5.3.2.3.1.2 How to standardize the Configuration Items (CI) categories and how to align them with NATO's existing CMDB schema.

4.5.3.2.3.1.3 How to monitor deltas on a daily basis (managed vs actual CMDB views).

4.5.3.2.3.1.4 How to streamline the resolution of deltas in a feasible way without requiring too much human effort.

4.5.3.2.3.2 Event Management. The design as proposed in the Bid describes how aggregation, deduplication and correlation of events will occur, including but not limited to:

4.5.3.2.3.2.1 How the NCI ELMs for all devices will cache and forward events to the DSMS even cross-domain and across locations.

4.5.3.2.3.2.2 How the DSMS will de-duplicate, filter and forward events to the ESMS via an event bus.

4.5.3.2.3.2.3 How Purchaser's current ESMS Event manager (BMC Event Manager, BEM) will be configured to correlate, augment, and prioritize events in order to trigger incidents to be handled by System Administrators.

4.5.3.2.3.2.4 How the various ELM, the DSMS and the ESMS will handle event storms.

4.5.3.2.3.3 Integration. The design as proposed in the Bid describes how standard interfaces from the DSMS to internal systems are built with special attention to interfaces to external systems including but not limited to:

4.5.3.2.3.3.1 Northbound interfaces from DSMS to ESMS: These interfaces are critical for the NCI SMC. The Bidder's design shall show how these interfaces will work seamlessly with the Agency's ESMS (BMC ITSM & Atrium CMDB) and will be able to:

- Provide & consume CIs.
- Trigger incidents.
- Report usage and quality statistics for SLAs.
- Accept and apply network reconfiguration requests from the layer 4-7 systems (ITM, FASs etc) for Request Fulfilment, Service Level Management, Continuity & Availability Management, etc.

4.5.3.2.3.3.2 Southbound interfaces from DSMS to ELMs: The design as proposed in the Bid describes how these interfaces accommodate future device upgrades without altering The Management subsystem architecture noting that the ELMs need to provide abstraction layer for the DSMS (MTOSI) and standard interfaces (SNMP, syslog, scripted SSH access) to the devices.

4.5.3.2.3.3.3 Lateral interfaces to external systems: The design as proposed in the Bid describes how these interfaces will support financial management to CNAFS for chargeback of voice services (Call Data Records, CDRs).

4.5.3.2.3.4 Management subsystem availability. The Bid includes a plan reflecting how the Bidder's solution shall ensure high availability of the DSMS and local out-of-band (OOB) management components in order to be able to do problem resolution when the NCI services are down. The bid demonstrates how this works over the local OOB crypto.

4.5.3.2.4. The Bid SDS includes technical details about the different hardware and software components (note: details shall be provided as part of the SDS and any individual datasheets are to be provided in a separate binder not included and not counted as part of the SDS page count).

4.5.3.2.5. **{Deleted}**.

4.5.3.3. The Bid provides a draft Accreditation Support Plan (ASP) (Section 4 of the PIP), in accordance with the requirements as described in paragraph 2.6 and section 4 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft ASP will also be evaluated against how concise and clear the ASP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The ASP does not exceed 15 pages.

4.5.3.4. The Bid provides a draft System Implementation Plan (SIP), (Section 5 of the PIP), in accordance with the requirements as described in

paragraph 2.6 and 5 of the SoW. Because of the large quantity of geographically dispersed sites located in 28 different nations, the SIP is a key success factor for the implementation of the NCI project. The Bidder's proposed implementation schedule shall be commensurate and contingent upon the nature and severity of the risks identified in the Risk Log of the RMP in the PIP, both in terms of total duration and duration of the system design and system implementation stages. Apart from meeting all the requirements and the level of maturity, the draft SIP will also be evaluated against how concise and clear the SIP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The SIP does not exceed 35 pages.

- 4.5.3.5. The Bid includes a draft System Testing Plan (STP), which is section 6 of the PIP, in accordance with the requirements as described in paragraph 2.6 and 6 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft STP will also be evaluated against how concise and clear the STP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The STP does not exceed 25 pages.
- 4.5.3.6. The Bid includes a draft Subscribers Migration Plan (SMP, which is section 7 of the PIP, in accordance with the requirements as described in paragraph 2.6 and 7 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft SMP will also be evaluated against how concise and clear the SMP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The SMP does not exceed 15 pages.
- 4.5.3.7. The Bid includes a draft System Acceptance Plan (SAcP), which is section 8 of the PIP, in accordance with the requirements as described in paragraph 2.6 and 8 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft SAcP will also be evaluated against how concise and clear the SAcP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The SAcP does not exceed 10 pages.
- 4.5.3.8. The Bid includes a draft Documentation and CDRL Plan (DCP), which is section 10 of the PIP, in accordance with the requirements as described in paragraph 2.6 and 10 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft DCP will also be evaluated against how concise and clear the DCP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The DCP shall not exceed 15 pages.

4.5.4. Integrated Logistics Support:

- 4.5.4.1. The Bid provides a draft Integrated Support Plan (ISP), (Section 11 of the PIP), in accordance with the requirements as described in paragraph 2.6 and section 11 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft ISP will also be evaluated against how concise and clear the ISP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The ISP does not exceed 15 pages.
- 4.5.4.2. The Bid provides a separate, stand-alone draft Logistics Support Analysis Plan (LSAP), in accordance with the requirements as described in section 11 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft LSAP will also be evaluated against how concise and clear the LSAP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The LSAP does not exceed 25 pages.
- 4.5.4.3. The Bid provides a separate, stand-alone draft In-Service Support Plan (ISSP), in accordance with the requirements as described in section 11 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft ISSP will also be evaluated against how concise and clear the ISSP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The ISSP does not exceed 20 pages.
- 4.5.4.4. The Bid provides a separate set of draft Reliability Block Diagrams (RBD), in accordance with the requirements as described in paragraph 11.4 of the SoW, including predictions for system level Reliability, Maintainability and Availability (RMA). The Bid provides an indication of the application of CLS support strategies (i.e. 24/7/4, 8/5/NBD, and on-site spares strategies) at each location, in accordance with the requirements as described in paragraph 11.8 of the SoW.
- 4.5.4.5. The Bid includes a draft Training Plan (TP), which is section 9 of the PIP, in accordance with the requirements as described in paragraph 2.6 and section 9 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft TP will also be evaluated against how concise and clear the TP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The TP does not exceed 12 pages.
- 4.5.4.6. The Bid includes a final version of a Computer Based Training (CBT) product, which was developed within the past 3 years by the Bidder for another but technically very similar project. This CBT product, for which the scope shall be as much as possible similar to the scope of the CBT for NCI (i.e. to enable Maintainers and Operators to perform

level 1 of support), shall be used for the evaluation of Bidder's competence in developing CBT products.

- 4.5.4.7. The Bid provides a separate, standalone draft Quality Assurance Plan (QAP), in accordance with the requirements as described in section 12 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft QAP will also be evaluated against how concise and clear the QAP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The QAP does not exceed 10 pages.
- 4.5.4.8. The Bid provides a separate, standalone draft Configuration Management Plan (CMP), in accordance with the requirements as described in section 13 of the SoW. Apart from meeting all the requirements and the level of maturity, the draft CMP will also be evaluated against how concise and clear the CMP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring. The CMP does not exceed 10 pages.

4.5.5. Risk Approach:

- 4.5.5.1. The Bid provides a draft project Risk Management Plan (RMP), which is a separate chapter of the Project Management Plan (PMP), in accordance with the requirements as described in paragraph 2.6 of the SoW (see also paragraph 3.6.1.5 above). The draft RMP shall describe an effective and mature risk management approach, including the Bidder's process for risk identification, assessment, mitigation, monitoring, and reporting. The Risk management approach shall encompass all aspects relevant for the execution of the NCI Project, including Management, Engineering and Support. The RMP shall demonstrate an approach likely to cause minimal or no disruption of schedule, increase in cost, or degradation of performance, and will require a low level of Bidder emphasis or Purchaser monitoring to overcome difficulties. The draft RMP is an important element of the Bid Evaluation. Together with the initial NCI Risk Log it shall demonstrate that the Bidder's project approach is likely to cause minimal or no disruption of schedule, increase in cost, or degradation of performance and that the Bidder has identified, assessed, and provided sufficient mitigation measures, including contingencies, for the most significant foreseeable risks. Apart from meeting all the requirements and the level of maturity, the draft RMP will also be evaluated by how concise and clear the RMP is written. Non-relevant information, non-functional duplicated information or any information directly copied from the IFB will negatively influence the scoring.
- 4.5.5.2. The Bid provides an initial NCI Risk Log as an Annex to the draft Risk Management Plan (RMP), The NCI Risk Log shall identify and detail the top 10 project risks in accordance with the requirements as described in paragraph 2.6 of the SoW. For each of the 10 project

risks identified the Bidder shall provide the rationale explaining why the issue has been identified as a risk and explain the relative ranking of the risk. Bidders will be evaluated on the justification and ranking of the respective risks by identifying how these risks were identified and mitigated through the relevant Bidders experience in the last five years as described in the Corporate Experience part of the Bid.

4.6. Evaluation Step 3 - Price Evaluation

- 4.6.1. The Bidder's Price Quotation will be first assessed for compliance against the following standards:
- 4.6.1.1. The bid price complies with the requirement relevant to the Bid Ceiling Prices set forth in Annex A-1.
 - 4.6.1.2. The Bidders shall note that the total cumulative amount for CLINs (1 to 7 be listed) SHALL not exceed **EUR 47,019,334 (forty seven million, nineteen thousand, three hundred and thirty four)** and for CLIN 8 SHALL not exceed **EUR 29,603,191 (twenty-nine million six hundred three thousand one hundred and ninety one Euro)**.
 - 4.6.1.3. The Price Quotation meets 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 *current*, 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 **Evaluated Bid Price** to be inserted into the formula specified at paragraph **4.6.6** will be derived from the Grand Total of **CLINs 1 to 7, including Evaluated Options CLIN 8**.

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, for the purpose of determining the bid price subject to evaluation as per paragraph hence computable in the Best Value bid via the application of the formula at paragraph 4.6.6 the following descending order of precedence will be applied:

Electronic Submission Bidding Sheets

- Totals and Grand Total for Work Packages (or CLINs) 1 through X as shown in the Bidding Sheet CLINs Summary Page.

- Calculated Totals and Grand Total of Work Packages 1 through X deriving from the total indicated on each Work Package Bidding Sheet.

Hard Copy Submission Bidding Sheets

- Totals and Grand Total for Work Packages 1 through 14 as shown in the Bidding Sheet CLINs Summary Page.

- Calculated Totals and Grand Total of Work Packages 1 through 14 deriving from the total indicated on each Work Package Bidding Sheet.

4.6.5. Price Balance and Realism.

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

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

4.6.5.1.2. The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce cost to the Bidder resulting in an offered price that is realistic. The Bidders explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage of and

savings achieved by the advantage over the standard marked costs, practices and technology;

4.6.5.1.3. The Bidder understands that the submitted price quotations are unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such a reduction in revenue.

4.6.5.2. If a Bidder fails to submit a comprehensive and convincing explanation for one of the based above, the Purchaser shall declare the bid non-compliant and the Bidder will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition). Non-compliance for reasons of bid realism is a basis for lodging a complaint under the dispute procedure.

4.6.5.3. If the Purchaser accepts the Bidders explanation of a mistake and allows the Bidder to accept the contract at the Bid price or the explanation regarding competitive advantage in convincing, the Bidder shall agree that the supporting pricing data submitted with this bid will be the basis to determine fair and reasonable pricing for all subsequent negotiations for modifications or additions to the contract and that no revisions of proposed prices will be made.

4.6.6. Determination of the Price Score. Once the technical report has been approved by the Contract Awards Board and all issues of compliance completed, the price quotations will be opened and evaluated. The price Score shall be determined according to the following formula:

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

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

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, Supportability, and Risk factors will be calculated for each compliant Bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.4 in order to obtain the Best Value Score of each Bid.

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

4.7.3. A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.

Page Intentionally Left Blank

Annex A Bidding Instructions and Bidding Sheets

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

1. INTRODUCTION

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

No alteration of the Bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III – Bid Preparation Instructions, Paragraph 3.5 – Price Quotation and hereunder.

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

The Bidder shall complete all required items and sub items columns with prices. The Bidder shall not price “0” any item or sub-item. In case the price of an item/sub-item is included in the price of another item/sub-item, this shall be clearly indicated and the CLIN/sub-CLIN has to be identified.

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

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

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

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

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

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

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

- Instructions.
- Section 1. CLIN Summary Sheet.
- Section 2. CLIN Price Breakdown Bidding Sheets.
- Section 3. Site Price Breakdown Bidding sheets.

4. COMPLETING SECTION 1 (CLIN Summary Sheet)

Section 1 corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Work Package (WP) included in the contract is represented by a detailed schedule showing the Contract Line Items (CLINs) included within the scope of the Work Package (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

4.1 Filling the CLIN Summary Sheet.

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown Bidding sheets). The detailed bidding sheets are broken down in to the categories listed in Section 5. Bidders are expected to aggregate the prices in the detailed bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the same corresponding CLIN or sub-CLIN. The Offer Summary is linked to the CLIN Summary Sheet to provide a high level summary.

5. COMPLETING SECTION 2 (CLIN Price Breakdown Bidding Sheets)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder shall use the separate Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency in the header (drop down) of the Sheets if necessary.

5.1. MATERIAL

A. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

(1) Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.

(2) Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

(3) The bidder shall provide a level of detail down to the unique sellable item level (e.g. A server, a laptop, a printer).

(4) The bidder shall provide unit prices that shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the MATERIAL LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of material.

5.2 DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the DIRECT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of direct labour.

5.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the SUBCONTRACT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of subcontract labour.

5.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate.

Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

5.5 OTHER DIRECT COSTS

A. Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.

B. Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.

C. Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

6. Completing Section 3 (Site Price Breakdown Bidding Sheets)

The bidder shall prepare additional Price Breakdown Sheets for sub-CLINs with specific site designations as per the example below:

<u>CLIN</u>	<u>Task Name</u>
4.3	Network Operations Centres (3 sites)
4.4	Wave 1 Implementation and Acceptance (14 sites)
4.5	Wave 2 Implementation and Acceptance (10 sites)
4.6	Wave 3 Implementation and Acceptance (23 sites)
4.7	Wave 4 Implementation and Acceptance (23 sites)
8.5	Optional Locations (8 sites)
8.6	Optional NU LAN Switches in MMA subsystem (25 sites)
8.7	Supply, Delivery and Installation of NATO-NDN Gateways (31 sites)
9.2	Horizontal Cabling, NU LAN switches, VoIP appliances (10 sites)

In the Bidding Sheets file, following each CLIN from above there is a unique Site bidding sheet specifically for that CLIN to be completed and must be traceable between the Site Bidding Sheet, the Price Breakdown Sheet and the CLIN Summary Sheet. The cells that are shaded grey and crossed out require no input.

7. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding CLIN Summary sheet in Section 1 of the bidding sheets. CLINs 1-7 (Total Base Contract) and CLIN 8 (Evaluated options) shall be priced at the lowest sub-CLIN level and rolled up to the next highest sub-CLIN or CLIN level. CLIN 9 is expected to be filled in but will not be evaluated.

Annex A-2. Bidding Sheets – Excel Format

IFB-CO-13735-NCI **AMD 4**

The Bidding Sheets are contained in the electronic file “ IFB-CO-13735-NCI -Bidding Sheets.xls” submitted as part of this IFB.

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2. Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for Bid CO-13735-NCI have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issued	Date of receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of IFB-CO-13735-NCI. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4. Certificate of Bid Validity

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

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

These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify "none")

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-8. Certificate of Compliance AQAP 2110 or ISO 9001:2008 or Equivalent

I hereby certify that _____ (name of Company) possesses and applies Quality Assurance Procedures/Plans AQAP 2110 or ISO 9001:2008 or equivalent as evidenced through the attached documentation².

Date

Signature of Authorised Representative

Printed Name

Title

Company

² Bidders must attach copies of any relevant quality certification.

Annex B-9. List of Prospective Subcontractors

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

Annex B-12. Certificate of Origin of Equipment, Services, and Intellectual Property

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-13. List of Proposed Key Personnel

Position	SOW Reference SOW	Labour Category	Name	Designation Period
Project Manager	2.2.2.1			EDC thru Contract expiration date
Deputy Project Manager	2.2.2.2			EDC thru Contract expiration date
Technical Lead	2.2.2.3			EDC thru Contract expiration date
System Design Engineers	2.2.2.4			EDC thru Contract expiration date
CIS Security Manager	2.2.2.5			EDC thru Contract expiration date
System Implementation Manager	2.2.2.6			EDC thru Contract expiration date
Site Installation Team Leader(s)	2.2.2.7			EDC thru Contract expiration date
NESG Embedded Contractor Team	2.2.2.8			EDC thru Contract expiration date

Position	SOW Reference SOW	Labour Category	Name	Designation Period
	2.2.2.8			EDC thru Contract expiration date
	2.2.2.8			EDC thru Contract expiration date
	2.2.2.8			EDC thru Contract expiration date
	2.2.2.8			EDC thru Contract expiration date
	2.2.2.8			EDC thru Contract expiration date
Training Manager	2.2.2.9			EDC thru Contract expiration date
Test Director	2.2.2.10			EDC thru Contract expiration date
ILS Engineer	2.2.2.11			EDC thru Contract expiration date
QA Manager	2.2.2.12			EDC thru Contract expiration date

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-14. Certificate of Price Ceiling

I hereby certify that the total price offered in the price quotation of this Bid for CLINs 1 to 7 does not exceed a ceiling of **EUR 47,019,334, forty seven million, nineteen thousand, three hundred and thirty four** and for CLIN 8 does not exceed EUR 29,603,191 (twenty-nine million six hundred three thousand and one hundred ninety one Euro) as described in paragraph 3.5.2 of Book I.

Note: Price information of your Bid shall not be disclosed in the Bid Administration Package, or the Technical Proposal Package.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-15. Certificate of Premium Level Partner Status with Manufacturers

I hereby certify that _____ (name of Company) has Premium Level Partner Status with the following active network equipment and software manufacturers that produce the major equipment types proposed in the bid.

Manufacturer:

Equipment Type:

Partner Status:

Manufacturer:

Equipment Type:

Partner Status:

Copies of the certifications are attached herewith

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex C Cross Reference Matrix Table

Serial Number	SOW Requirement Reference	Description	Specific Proposal Reference	Remarks
	INT-#			
	PM-#			
	SD-#			
	SI-#			
	STE-#			
	IA-#			
	ILS-#			
	TRN-#			
	QA-#			
	CM-#			
	DOC-#			
	SA-#			
Serial Number	SRS Requirement Reference	Description	Specific Proposal Reference	Remarks
	SYS-#			
	PCA-#			
	CCA-#			
	MMA-#			
	MNG-#			
	RTF-#			

Annex D Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NATO CI Agency,
Financial Management Resource Centre,
Boulevard Leopold III,
B-1110 Brussels,
Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 500,000.00 (Five Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-13735-NCI dated _____.

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

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

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

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

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

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

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NATO CI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

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

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

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

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

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

8. Multiple drawings are allowed.

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

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to

IFB-CO-13735-NCI AMD 4

any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

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

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

Annex E Clarification Request Form

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

**INVITATION FOR BID
IFB-CO-13735-NCI**

**NATO COMMUNICATIONS INFRASTRUCTURE
(NCI)**

CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial No.	IFB REF	BIDDER'S QUESTION	NCI AGENCY ANSWER	STATUS
A.1				
A.2				
A.3				
A.4				
A.5				

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

PRICE				
Serial No.	IFB REF	BIDDER'S QUESTION	NCI AGENCY ANSWER	STATUS
P.1				
P.2				
P.3				
P.4				
P.5				

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial No.	IFB REF	BIDDER'S QUESTION	NCI AGENCY ANSWER	STATUS
T.1				
T.2				
T.3				
T.4				
T.5				