



Acquisition Directorate

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NCIA/ACQ/2018/1162  
25 April 2018

To: Distribution List

Subject: Invitation for Bids (IFB) Amendment 4, for the procurement of Advisory and Assistance Services (AAS)  
**IFB-CO-14633-AAS**

References:

- A- NCIA/ACQ/2017/1994, Notification of Intent for IFB-CO-14633-AAS, dated 25 September 2017
- B- NCIA/ACQ/2018/916, Invitation for Bids (IFB), for the procurement of Advisory and Assistance Services (AAS), dated 09 February 2018
- C- NCIA/ACQ/2018/1022, Invitation for Bids (IFB) Amendment 1, for the procurement of Advisory and Assistance Services (AAS), dated 13 March 2018
- D- NCIA/ACQ/2018/1077, Invitation for Bids (IFB) Amendment 2, for the procurement of Advisory and Assistance Services (AAS), dated 06 April 2018
- E- NCIA/ACQ/2018/1139, Invitation for Bids (IFB) Amendment 3, for the procurement of Advisory and Assistance Services (AAS), dated 20 April 2018

1. The NATO Communications and Information Agency (NCI Agency) hereby Amends the Invitation for Bids for the procurement detailed in References A through E.
2. The Bid Closing Date and Time is hereby **changed to 1400 hours (Brussels Time) on 10 May 2018**. For Bidders who have already submitted their Bids, NCIA hereby reminds you that Modification and Withdrawal of Bids is permitted pursuant to "Book 1 – Bidding Instructions" Paragraph 2.9.
3. This Amendment makes the following revisions:
  - a. "Book 1 – Bidding Instructions" is hereby replaced in its entirety to reflect a change to the Bid Closing Date and Time.
4. All other terms and conditions of IFB-CO-14633-AAS remain unchanged.



NATO Communications  
and Information Agency  
Agence OTAN d'information  
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1140 Brussels, Belgium  
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FOR THE DIRECTOR OF ACQUISITION,

A handwritten signature in blue ink, appearing to read 'Alain Courtois', written over a horizontal line.

Alain Courtois  
Chief of Contracts

Enclosures:

- A. IFB-CO-14633-AAS - Book 1 - Bidding Instructions



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FOR THE DIRECTOR OF ACQUISITION,

Alain Courtois  
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**Distribution List for Official Invitation for Bids  
IFB-CO-14633-AAS**

**NATO Delegations (Attn: Investment Committee Adviser):**

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

**Belgian Ministry of Economic Affairs** 1

**Embassies in Brussels (Attn: Commercial Attaché):**

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1

Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1
<b>All NATEXs</b>	<b>1</b>
<b>NATO HQ</b>	
NATO Office of Resources, <i>Attn: Management and Implementation Branch</i>	1
Director, NATO HQ C3 Staff, <i>Attn: Executive Coordinator</i>	1
SACTREPEUR, <i>Attn: Investment Assistant</i>	1
<b>Strategic Commands</b>	
HQ SACT, <i>Attn: R&amp;D Contracting Office</i>	1
ACO Liaison Office – Mr. Wallace and Ms. Lund	1
<b>NCI Agency – Internal Distribution</b>	
ACQ/Director of Acquisition (Mr. Peter Scaruppe)	1
ACQ/Deputy Director of Acquisition (Ms. Agata Szydelko)	1
ACQ/Chief of Contracts (Mr. Alain Courtois)	1
ACQ/CAB Secretary (Ms. Marie-Louise Le Bourlot)	1
Project Manager (Dr. Tibor Papp)	1
NLO (Mr. Keith Dixon)	1
Legal Advisor (Mr. Vincent Roobaert)	1
Registry	1
<b>All Prospective Bidders (108 as of Distribution)</b>	
AAC	
Advantech Wireless	
AECOM E&C UK Limited	
AECOM Infrastructure & Environment UK Limited	
AECOM Limited	
Airbus Defence and Space AS	
Asseco Poland Spółka Akcyjna	
ATG Europe B.V.	
Atkins	
ATOS	
ATOS Bilisim Danismanlik Ve Musteri Hizmetleri Anonim Sirketi	
Aversan Inc.	
Aydin Yazilim Ve Elektronik Sanayi Anonim Sirketi	
Baltijos pazangiu technologiju institutas	
BDO Management Advisory	



Bird & Bird LLP  
Booz Allen Hamilton, Inc.  
Brevco Services SCS  
BT  
Business Integra Technology Solutions, Inc.  
CGI Deutschland Ltd. & Co. KG  
CGI Nederland B.V.  
Codin S.p.A.  
CORDA  
COTECO  
Creative Information Technology, Inc.  
Deloitte Consulting & Advisory  
DRS Global Enterprise Solutions, Inc.  
Eden Logistics Ltd.  
EMW, Inc.  
Engility Corporation  
Eurocity  
European Dynamics SA  
EVERIS  
GEOS  
GGR Training  
Global Projects & Heavy Lift Ltd.  
Global Technologies  
GMV  
Helyx Secure Information Systems Ltd  
Hewlett-Packard Belgium  
IABG mbH  
IBM  
iDeift BV  
INDRA SISTEMAS, S.A.  
Innovative Reasoning LLC  
INTELSAT Global Sales & Marketing Ltd.  
Ipss Inc. ACSO  
Iris Intelligence Limited  
ISD SA Integrated Systems Development  
ITM Systems Limited  
Kellogg Brown & Root Limited  
Kingfisher Systems, Inc.  
Knight Federal Solutions, Inc.  
KPL Knowledge Solutions Ltd  
KPMG Advisory  
KPMG Advisory S.p.A.  
LA International Computer Consultants Limited  
Leidos, Inc.  
Leonardo MW Ltd  
Lirex BG Ltd.  
Luciad  
Lutra Associated Limited  
MCR Federal, LLC  
MDA Systems Ltd.  
MDOS Consulting Inc.  
Microsoft  
Moltek Consultants Ltd



Naval Group  
NCIM Groep  
NetApp Canada Ltd.  
Orpheus Cyber Limited  
P3 Communications GmbH  
Penta Consulting Limited  
Plan B Digitation GmbH  
PlanIT Group, LLC  
Proximus  
QinetiQ Group Ltd  
Rand Europe Community Interest Company  
Relationship Management Consultants (RMC)  
Reticle Ventures Canada Incorporated  
S2 Grupo  
Sapienza Consulting B.V.  
SC Siemens Convergence Creators SRL  
Science and Technology Vision B.V.  
Securitas  
Simsoft Bilgisayar Teknolojileri Limited Sirketi  
Solers, Inc.  
Soprasteria  
Space Engineering SpA  
Spectrum Comm, Inc.  
Tecolote Research, Inc.  
Telenet Business  
Terida Systems Ltd.  
Thales Communications and Security  
The PMO Company  
TNO  
Trasys International  
Trigyn Technologies, Inc.  
U.S. International Development Consortium, Inc.  
UltiSat Inc.  
UNI Business Centre B.V.  
Unisys Belgium  
Vector Synergy Sp. z.o.o., Poznan  
Vitrociset Belgium  
Vitrociset SpA  
WaVv  
World Bridge Group Ltd.



**Book 1**

**Bidding Instructions**

**IFB-CO-14633-AAS**

**AMENDMENT 4**

**Advisory and Assistance Services**





**IFB-CO-14633-AAS**

**ADVISORY AND ASSISTANCE SERVICES**

**BOOK 1**

**BIDDING INSTRUCTIONS**

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## SECTION I - INTRODUCTION

- 1.1 The NATO Communications and Information Agency (NCI Agency) is responsible for development, procurement, implementation, operation and maintenance of state of the art C4ISR capabilities for NATO. The Agency is further charged with providing unbiased scientific advice and support to NATO authorities. There is a recurring requirement for consultant support over a wide spectrum of scientific, engineering, project management, contracting and military functional expertise to support these activities. In general, the consultant support required may take the form of studies, information, software development and implementation, advice, opinions, alternatives, analyses, evaluations, recommendations, and project management support and other services to complement the Purchaser's technical expertise both at peak periods and when this expertise is required for shorter periods than provided by normal NATO staff contracts. Services are generally short-term (under 6 months), with an occasional longer term of a year or more.
- 1.2 The contracts resulting from this solicitation (hereafter referred to as AAS Framework Contracts) are issued on a "Requirements" basis. This term means that the AAS Framework Contracts have no intrinsic monetary value. As AAS personnel needs arise within NCI Agency, these needs shall be competed among all holders of AAS Framework Contracts to the maximum extent practicable. These competitions shall be conducted by issuing a Request for Quote (RFQ), to which interested AAS Framework Contract holders can bid pursuant to the specific evaluation method and requirements identified in the RFQ. The successful bidder will then be awarded a Purchase/Task Order and their AAS Framework Contract shall be amended to reflect that they are the sole provider of personnel for that specific requirement. If the contractor subsequently demonstrates non-performance, in accordance with the terms and conditions of the AAS Framework Contract, then the Requirements basis of the Purchase/Task Order may be partially terminated and the requirement may be competed amongst all AAS Framework Contractors again.
- 1.3 The term of all Purchase/Task Order awards shall extend for the Contract Duration, as defined in the Contract Special Provisions.
- 1.4 A description of the anticipated Labour Categories can be found in Book 2, Part 3 "Framework Contract Statement of Work" (SOW) and Book 2, Part 4 "Framework Contract Requirement Repository". It should be noted that the SOW is an overall statement of the total consultancy environment for Agency support and is not inclusive of every requirement.
- 1.5 The security of this Invitation for Bids is "NATO UNCLASSIFIED".

- 1.6 This Invitation for Bids will not be the subject of a public bid opening.
- 1.7 Award of AAS Framework Contracts will be made to a pool of successful bidders on a Best Value basis as described herein. This contract will result in the award of multiple AAS Framework Contracts.
- 1.8 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.9 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in **Paragraph 2.6** of the Bidding Instructions.
- 1.10 Prospective Bidders are invited to participate in a one-day Bidders' Conference that will be held on **26 March 2018** in Brussels Belgium.
- 1.10.1 Those Bidders who wish to participate in the Bidders Conference shall indicate their intention to attend via registration at <http://www.cvent.com/d/rtqyph>, which closes on 14 March 2018 at midnight.
- 1.10.2 The Purchaser will attempt to provide immediate answers to the questions that are asked by potential Bidders during the Bidders Conference, 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 IFB only when a written amendment to the IFB is issued in writing by Purchaser.
- 1.10.3 Answers to all questions will be issued in writing to all Bidders as soon as practicable, whether or not the Bidders have attended the Bidders Conference. The formal written answers will be the official response of the Purchaser, even if the written answer differs from the verbal response provided at the Bidders Conference.
- 1.11 The target date for AAS Framework Contract awards is **22 June 2018**.
- 1.12 From the date of contract award through the end of Calendar Year 2018, existing requirements from 2018 will be competed within the AAS Framework Contract Bidders Pool. These competitions will result in requirements being awarded as unilateral options, with start dates beginning in Calendar Year 2019. It is anticipated that all existing AAS requirements will be successfully transitioned from existing contracts as of 01 January 2019. As of the date of contract award, any new requirements will be competed within the AAS Framework Contract Bidders Pool and awarded for immediate execution.

## SECTION II - GENERAL BIDDING INFORMATION

### 2.1 DEFINITIONS

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Bidder" as used herein refers to a firm which submits an offer in response to this solicitation.
- 2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bids.
- 2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.5 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6 The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).
- 2.1.7 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

### 2.2 ELIGIBILITY

- 2.2.1 All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.
- 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 All intellectual property rights shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

### 2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the e-mail address given in **Paragraph 2.3.2 before 1400 hours (Brussels Time) on 10 May 2018** at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following e-mail address, which will generate an automatic confirmation of receipt:  
[AAS.Bids@ncia.nato.int](mailto:AAS.Bids@ncia.nato.int)
- 2.3.3 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. Upon receipt of a late bid, the sender shall be notified that their bid arrived after the bid closing.

### 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the point of contact specified in **Paragraph 2.5** below and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

### 2.5 PURCHASER POINT OF CONTACT

The Purchaser point of contact for all information concerning this IFB is:

NATO Communications and Information Agency  
Avenue du Bourget 140  
1110 Brussels, Belgium

Attention: Mr. Michael Jones

Tel: +32 2 707 8375

Bid Delivery E-mail:

[AAS.Bids@ncia.nato.int](mailto:AAS.Bids@ncia.nato.int)

Questions/Clarifications E-mail:

[AAS.Issues@ncia.nato.int](mailto:AAS.Issues@ncia.nato.int)

### 2.6 REQUESTS 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 questions and requests for clarification must be submitted in writing, by e-mail. All questions and requests must reference the section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in **Paragraph 2.5** above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendments to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

## **2.7 REQUESTS FOR WAIVERS AND DEVIATIONS**

- 2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Contract Special Provisions, the Terms and Conditions in the NCI Agency's General Provisions, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, Terms and Conditions of the Invitation for Bids 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 Terms and Conditions of the Prospective 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 BIDS**

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid (see Annex B-6). 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 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

## **2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

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



Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and 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 a 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 favorable 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 his bid at any time prior to Bid Opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

## **2.10 BID VALIDITY**

- 2.10.1 Bidders shall be bound by the term of their bids for a **period of six (6) months** starting from the Bid Closing Date specified 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-3. 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 endeavor 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:
- (a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
  - (b) refuse this extension of time and withdraw the bid without penalty.
- 2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

## **2.11 BID GUARANTEE**

In light of the customary administrative time necessary for Bidders to obtain the issuance of a bid guarantee, for the purpose of the submission of bids in response to this IFB, the Purchaser voids any requirement for Bid Guarantees.

**2.12 CANCELLATION OF INVITATION FOR BIDS**

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**

The Purchaser will endeavor to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

## SECTION III - BID PREPARATION INSTRUCTIONS

### 3.1 GENERAL

3.1.1 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidders understanding of the IFB and their ability to provide the required deliverables and services. Bids, which are not complete, will be declared non-compliant.

3.1.2 Bidders shall prepare their bid in three (3) parts in the following quantities:

- |                                   |   |
|-----------------------------------|---|
| (a) Administrative Package        | Electronic: 1 scanned PDF copy sent via e-mail, with physical (non-digital) signatures, and not larger than 20MB total. |
| (b) Technical Proposal (Part II): | Electronic: 1 PDF copy sent via e-mail, and not larger than 20MB total.   |
| (c) Price Proposal (Part III):    | Electronic: 1 Excel copy sent via e-mail on the provided template(s), and not larger than 20MB total.                   |

3.1.3 Bidders shall classify their response in accordance with the classification of the IFB.

### 3.2 PROCUREMENT PROCEDURE

3.2.1 Bidders are required to bid on all Initial Requirements. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements.

3.2.2 The evaluation procedure conducted under this Invitation for Bids will be a Best Value procedure as described herein. While the process may mirror the principles in AC/4-D-2261 (1996 edition), those rules do not govern this procurement process.

3.2.3 The formula for calculation of the Best Value, the Top Level Evaluation Criteria and the associated weighting factors and the secondary Evaluation Criteria in descending order of importance are identified in **Section IV** of these Bidding Instructions.

3.2.4 All Bidders will be notified of the results not less than twenty-one (21) days prior to signature of the contract with the Successful Bidders. All Bidders may request a debriefing with 14 days of the date of notification. A debriefing shall be provided by the Purchaser within 14 days of the date of the written request of a Bidder. The aim of the debriefing is to provide information to the Unsuccessful Bidder as to why their bid was not determined to be the Best Value selection and a more comprehensive understanding as to the processes

of the evaluation. Within 14 days of the debriefing, the Bidder's National Delegation may lodge a complaint pursuant to AC/4-D-2261 (1996 edition).

3.2.5 At a minimum, the post-selection debriefing information shall include:

- 3.2.5.1 The overall evaluated cost or price and top level technical rating, if applicable, of the successful bid and the debriefed bid;
- 3.2.5.2 The name of the winning company;
- 3.2.5.3 The number of bids received;
- 3.2.5.4 The NCI Agency's evaluation of the significant weaknesses or deficiencies in the bidder's bid; and,
- 3.2.5.5 Reasonable responses to relevant questions about whether source selection procedure contained in the solicitation, applicable regulations, and other applicable authorities were followed.

### **3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART I)**

3.3.1 In this Package the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:

- (a) B-1 Certificate of Legal Name of Bidder
- (b) B-2 Certificate of Independent Determination
- (c) B-3 Certificate of Bid Validity
- (d) B-4 Certificate of Understanding
- (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) B-6 Acknowledgement of Receipt of IFB Amendments (if applicable)
- (g) B-7 Disclosure of Requirements for NCIA Execution of Supplemental Agreements
- (h) B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights
- (i) B-9 Comprehension and Acceptance of Special Contract Provisions and General Provisions
- (j) B-10 List of Prospective Sub-Contractors
- (k) B-11 Disclosure of Involvement of Former NCI Agency Employment

3.3.2 The Bidder shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. This identification shall be completed on Annex B-10.

3.3.3 In summary, the Administrative Package shall include solely the following documentation:

- (a) All certifications in Annex B

### 3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART II)

3.4.1 Bidders shall submit their Technical Proposal in one PDF volume, organized and structured as detailed below. **The Technical Proposal shall be limited to no more than 125 pages (including Curricula Vitae, Annex A Attestations, and any Cover Pages and Tables of Contents), utilizing 12 Point Arial font.**

3.4.2 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

3.4.3 Section I: Project Management Plan. This section shall be presented in the following format:

3.4.3.1 Introduction. The success of the contracts resulting from this source selection will depend upon the quality of the successful bidder's management of the effort. Therefore, in this section the Bidder shall propose its Project Management Plan to provide the best possible technical and administrative support to the Agency in accordance with the Statement of Work. In providing this plan for success, the Bidder shall:

3.4.3.1.1 Demonstrate that they possess, or have access to, a pool of security-cleared and qualified personnel to satisfy all of the labour categories represented by an Initial Requirement. Additionally, the Bidder must detail the methodology that they will utilize in selecting security-cleared and qualified personnel in response to RFQ's and during Purchase/Task Order performance.

3.4.3.1.2 Demonstrate that they are capable of successful execution of both Level of Effort and Completion Purchase/Task Order Types

3.4.3.1.3 Demonstrate their knowledge of the current and future needs of NCI Agency, as well as their familiarity with NATO operations and procedures

3.4.3.1.4 Identify the major problems and risks inherent in performing this type of contract from both the Bidders and the NCI Agency's standpoints and the Bidders solution to these risks

3.4.3.2 Organization Description. This section shall include:

3.4.3.2.1 A profile of the Bidders company, including quantity of personnel, general activities, core business, value of business, relations and dependencies to subcontractors, parent and subsidiaries and other contractors

- 3.4.3.2.2 An organization chart showing the lines of authority between the corporate organization, the project manager, subcontractors, and employees responsible for processing and administering the Purchase/Task Orders issued by the Agency.
- 3.4.3.2.3 The Bidder shall describe the "reach back" capability of the corporate structure (prime and subcontractors) available to support personnel serving on site, and management of Completion Type efforts.
- 3.4.3.3 Sub-contract Management. This section shall include:
- 3.4.3.3.1 A Subcontracting Management Plan that identifies the skills sets that can be furnished by the Bidder's corporate organization, the skills sets that are proposed to be subcontracted, and the Bidders plan for effectively managing this effort to ensure responsive and compliant bids to RFQs
- 3.4.3.3.2 A complete list of proposed subcontractors, also detailing those with whom the Bidder's has a letter of intent to work with if the Bidder receives the contract.
- 3.4.3.4 Quality Control/Quality Assurance. In this section, the Bidder and all subcontractors shall indicate the QC/QA standards under which they operate, and identify the certifications held (including applicable ISO certifications). This shall include the technological method used to manage contracted/expended hours.
- 3.4.4 Section II: Corporate Experience. In this Section, the Bidder shall:
- 3.4.4.1 Describe the nature of its main business focus and its relevance to the required Initial Requirement labour categories. The Bidder shall provide the same information for each subcontractor.
- 3.4.4.2 Include in this section documentary evidence of its past performance as a prime contractor or major subcontractor for the type of work encompassed by the Initial Requirements on which it is bidding. This information shall include:
- 3.4.4.2.1 The point of contact in the contracting organization, including the name, address, telephone number, and e-mail address
- 3.4.4.2.2 The title of the contract and contract number, contract period/date of performance, current or actual monetary value (per base and each option year)
- 3.4.4.2.3 Of the contracts listed, the percentage of work actually performed by the Bidders firm as prime contractor, as well as a description of the work performed by subcontractors, and/or the percentage and description of work performed by the Bidders firm as a subcontractor

- 3.4.4.2.4 Identify in specific detail for each contract listed above, why or how that effort is relevant and similar in scope and magnitude to the effort required by the Statement of Work and Initial Requirement of this IFB (including both Level of Effort and Completion Type efforts)
- 3.4.4.2.5 Demonstrate the quality of the past performance on these contracts, addressing schedule adherence, business relationships, personnel management, and cost control
- 3.4.4.2.6 Bidders may submit other evidence of past performance, however, such evidence must indicate the nature of the project, its relevancy to the Statement of Work in this IFB, and must be verifiable by the Purchaser. If a Bidder has no relevant past performance history, then the Bidder must affirmatively state it possesses no relevant, directly related, or similar past performance.
- 3.4.5 Section III: Resume/Curricula Vitae (CV) for Initial Requirement. The Bidder shall provide, at most, **two (2) CVs per Initial Requirement** with a corresponding set of labour rates per the Terms and Conditions of the contract.
- 3.4.5.1 CVs shall be limited to three pages (including Annex A Attestation), in the same format, and shall address the following items as a minimum: Corresponding Initial Requirement, Name of person and contact information, Name of employing company, Education, Relevant Experience, and any other information as required by the Terms and Conditions of the IFB (specifically Contract Special Provisions Article 6).

### **3.5 PREPARATION OF THE PRICE PROPOSAL (PART III)**

- 3.5.1 This Package must contain the following documentation:
- 3.5.1.1 The electronic file “IFB-CO-14633-AAS - Book 2 - Part 1 – Section 2 - Schedule of Supplies and Services” submitted as part of this IFB with all yellow cells filled in.
- 3.5.2 Bidders shall prepare their Price Proposal by completing the yellow highlighted sections of the Schedule of Supplies and Services referred to above, in accordance with the instructions specified in Annex A-2.
- 3.5.3 The structure of the Schedule of Supplies and Services shall not be changed nor should any quantity or item description in the Schedule of Supplies and Services. The currency of each Contract Line Item Number (CLIN) shall be shown.
- 3.5.4 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation, including but not limited to those expressed in the SOW.

- 3.5.5 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Schedule of Supplies and Services.
- 3.5.6 Offered prices shall not be "conditional" in nature. Any comments supplied in the Schedule of Supplies and Services which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids are not permitted.
- 3.5.7 Bidders are responsible for the accuracy of their Price Proposals. Price Proposals that have apparent computational errors may have such errors resolved in the Purchaser's favor or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. The following order of precedence shall apply:
- (a) Electronic Submission
    - a. Total of the Bid calculated from the indicated "Evaluated Price" per CLIN(s), pursuant to the weighted evaluation methodology as specified herein
    - b. Schedule of Supplies and Services "Total Evaluated Price" as automatically calculated using the provided Schedule of Supplies and Services
- 3.5.8 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "participating country" in the project, and
  - (b) 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 sub-contracts and their approximate anticipated value shall be listed in Annex B-10.
- 3.5.9 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.5.10 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.



Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Proposal all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

- 3.5.11 Unless otherwise specified in the instructions for the preparation of the Schedule of Supplies and Services, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination
- 3.5.12 The Bidders attention is directed to the fact that the Price Proposal shall contain no document and/or information other than the priced Excel copies of the Schedule of Supplies and Services. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.5.13 When completing the Schedule of Supplies and Services, a price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices entered on the document shall individually reflect the hourly rates per Calendar Year required to meet the contractual requirements. The total price is automatically calculated, but the currency quoted must be manually entered. Each CLIN may only be expressed in a single currency. The accuracy of the inputs of the Schedule of Supplies and Services is the responsibility of the Bidder. The Purchaser, in its favor, may resolve ambiguous computation of prices.
- 3.5.14 The Bidder shall furnish a firm fixed price proposal, specifically fixed labour rates per hour per year, for all proposed CLINs in this IFB.
- 3.5.15 The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

### **3.6 PACKAGING AND MARKING OF BIDS**

- 3.6.1 All copies of the Bids shall be segregated and labelled as follows:
- (a) The name of the Bidder;
  - (b) The designated IFB number (i.e. "IFB-CO-14633-AAS") followed by the package designation as appropriate (i.e. "Administrative Package") and the applicable Contracting Officer (i.e. "Michael Jones").

3.6.2 The packages shall be sent via separate e-mails (three in total), as specified in **Paragraph 2.5**. The e-mails shall contain a single file within each (maximum 20MB), as required pursuant to **Paragraph 3.1.2**, and shall have the following subject line:

- (a) "IFB-CO-14633-AAS Official Bid for *[Company Name]*, *[Package Designation]*, for Michael Jones"

## SECTION IV - BID EVALUATION

### 4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the services offered 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 which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the services to be provided. Significant omissions and/or cursory submissions will result in an assessment of non-compliance or a reduced technical assessment. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4 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 determination 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 Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time.
- 4.1.5 The Bidders prompt response to the Purchasers IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the bid to be deemed non-compliant.
- 4.1.6 All bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price and Best Value Evaluations.

- 4.1.7 The Administrative Package of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for Administrative Compliance, the Technical Proposal of each Bidder is evaluated, and subsequently the Price Proposal of each Bidder is evaluated.
- 4.1.8 Prior to the Bid Closing Date, the Purchaser will establish a formal Source Selection Plan which establishes the Technical Score third-level criteria evaluation methodology and weighting. This evaluation weighting shall not be disclosed to any individual on the Technical Evaluation team, and will be in a sealed envelope for the duration of the evaluation. When determining the Computation of Final Score, the sealed envelope will be opened and utilized to calculate the Technical Score.

## **4.2 BEST VALUE DETERMINATION**

- 4.2.1 The overall Best Value Score establishes the ratio of technical superiority to price at 50% Technical Score and 50% Price Score.
- 4.2.2 The Best Value Score will be computed using the following formula:
- 4.2.2.1 Best Value Score = (PMP + CE + CV) + (P) = Maximum 100 points, where:
- 4.2.2.1.1 PMP = Project Management Plan (Maximum 20 points)
- 4.2.2.1.2 CE = Corporate Experience (Maximum 20 points)
- 4.2.2.1.3 CV = Curricula Vitae (Maximum 10 points)
- 4.2.2.1.4 P = Evaluated Price (Maximum 50 points)
- 4.2.3 In the Best Value Scoring, the Technical Proposal (PMP + CE + CV) is eligible to receive maximum 50 points and the Price Proposal (P) is eligible to receive maximum 50 Points.

## **4.3 ADMINISTRATIVE EVALUATION AND CRITERIA**

- 4.3.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:
- (a) The Bid was received by the Bid Closing Date and Time,
  - (b) The Bid is packaged and marked properly (including electronic readability of all packages as detailed in **Paragraph 4.3.2**),
  - (c) Completeness and formal compliance of the Administrative Package with IFB provisions, and submission of scanned originals of all required certificates
- 4.3.2 Receipt of an unreadable electronic bid

- 4.3.2.1 If a bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the CO immediately shall notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
- 4.3.2.1.1 Of the content of the bid as originally submitted; and,
- 4.3.2.1.2 That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.3.3 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.4 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, 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, or has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

#### **4.4 TECHNICAL EVALUATION AND CRITERIA**

- 4.4.1 Upon determination of Administrative Compliance, the technical proposal shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.
- 4.4.2 A Technical Proposal that receives a composite score of less than 20% of the maximum score possible in any of the third-level criteria shall be determined to be technically non-compliant.
- 4.4.3 Technical Evaluation Criteria: The Bids will be evaluated against the following second and third-level criteria:
- 4.4.3.1 PMP = Project Management Plan (Maximum 20 points)
- 4.4.3.1.1 Organizational depth as represented by organic and subcontracted capabilities, for both Level of Effort and Completion-Type efforts. Project Management Plans that detail broad organization depth/capabilities, including access to at least 100 security-cleared personnel capable of filling the spectrum of Initial Requirements, will receive higher scores. Project Management Plans detailing less than 100 suitable security-cleared personnel will receive lower scores.
- 4.4.3.1.2 Effective plan to manage subcontractors. Project Management Plans that provide a detailed and comprehensive plan to manage subcontractors, including identification of current relationships and organic subcontractor management capabilities, will receive higher scores. Project Management Plans that demonstrate less organic subcontractor management capabilities, or poorly designed and detailed subcontractor management plans, will receive lower scores.

- 4.4.3.1.3 Quality Assurance standards and certificates under which prime and subcontractors work, including the technological method used to manage contracted/expended hours. Significant industry-wide Quality Assurance standards and levels, as well as proven technological tracking methods, will receive higher scores. In-house Quality Assurance standards, and ad-hoc technological tracking methods (such as Excel), will receive lower scores.
- 4.4.3.1.4 Level of “reach back” support provided for both Level of Effort and Completion Type efforts. Significant organic “reach back” support will receive higher scores, while low organic or subcontracted “reach back” support will receive lower scores.
- 4.4.3.2 CE = Corporate Experience (Maximum 20 points)
- 4.4.3.2.1 Depth of experience as a Prime/Subcontractor in relevant work, for both Level of Effort and Completion Type efforts. Significant experience as a Prime Contractor and/or for similar efforts will receive higher scores, while experience as a Subcontractor and/or for dissimilar efforts will receive lower scores. Additionally, high quality experience (resulting in cost/schedule reductions or high performance) will receive higher scores, while low quality experience (resulting in cost/schedule overruns or low performance) will receive lower scores.
- 4.4.3.3 CV = Curricula Vitae (Maximum 10 points)
- 4.4.3.3.1 Quality of the CVs submitted compared to the requirements of each Initial Requirement. CVs shall be analyzed and interviews with personnel may be conducted, to assess technical qualifications of each submitted CV. CVs and Interviews that demonstrate a higher technical capability/qualification will receive higher scores, while those that demonstrate lower or undeterminable technical capability/qualification will receive lower scores.

## 4.5 PRICE EVALUATION AND CRITERIA

- 4.5.1 In order to determine the total lowest offered Evaluated Price, the Purchaser will convert all prices quoted into EUR for purposes of comparison. 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 The Price Evaluation will be performed on the Price Proposal submitted in accordance with **Paragraph 3.5**.
- 4.5.3 Price Evaluation Criteria: The Bid will be evaluated against the following criteria:
- (a) Total Firm Fixed Price offered for the “Evaluated Price” cell in the Schedule of Supplies and Services

- (b) The Bid meets requirements for Price Realism
- (c) Completeness and formal compliance of the Price Proposal with IFB provisions and Bidding Instructions

#### 4.5.4 Determination of Evaluated Price Score (Maximum 50 points)

4.5.4.1 The score for price will be derived from the following formula:

4.5.4.1.1  $P = 50\% * (100 * (1 - (\text{Bid Price} / (2 * \text{Average Bid Price})))$ , where the Bid Price is the “Evaluated Price” cell in the Schedule of Supplies and Services. Using this formula, a price quotation that is exactly equal to the average price of all bids would receive a score of 25 of the 50 points available. A price quotation that is one-half of the average price of all bids would receive a score of 37.5 of the 50 points available, and a price quotation of two times the average bid price would receive a score of 0. Price Quotations in excess of two times the average bid price would likewise receive a score of 0, even though the formula would generate a negative figure.

4.5.4.1.1.1 Evaluated Price Weightings shall be applied as follows, by Initial Requirement Labour Category, as represented in the Schedule of Supplies and Services:

4.5.4.1.1.1.1 Cost Estimating/Analysis and Procurement Support (6%)

4.5.4.1.1.1.2 Cyber Defence Support (9%)

4.5.4.1.1.1.3 Engineering Support (20%)

4.5.4.1.1.1.4 General Office Support (4%)

4.5.4.1.1.1.5 Logistics Support (4%)

4.5.4.1.1.1.6 Military Operations Research, Analysis, and Support (4%)

4.5.4.1.1.1.7 Professional Management and Administrative Support (28%)

4.5.4.1.1.1.8 Quality Assurance Support (4%)

4.5.4.1.1.1.9 Software, IT, and Communications Support (21%)

## 4.6 PRICE REALISM

4.6.1 Otherwise successful Bidders that submit a Price Proposal so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

4.6.2 Indicators of an unrealistically low bid may be the following, amongst others:

- (a) Labour Costs that indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
  - (b) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.6.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, specifically submittal of a Price Proposal that is less than two-thirds of the average remaining compliant bids, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:
- (a) An error was made in the preparation of the Price Proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either: remain in the competition and accept the Contract at the offered price, or to withdraw from the competition. This petition shall be per Initial Requirement.
  - (b) The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
  - (c) The Bidder recognizes that the submitted Price Proposal is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of **Paragraph 4.6.3(a)** above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.6.5 If the Bidder presents a convincing rationale pursuant to **Paragraph 4.6.3(b)** above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

**4.7 COMPUTATION OF FINAL SCORE AND INITIAL REQUIREMENT AWARDS**

- 4.7.1 At the close of the Price Evaluation, the weighted score for the Technical Evaluation will be combined with the weighted score for the Price Evaluation, in accordance with the Best Value formula detailed above.
- 4.7.2 AAS Framework Contracts will be awarded to the ten (10) highest-scoring Bidders. In the case of a statistical tie, when the final scores of the highest scoring bids are within one point of each other, the bid with the best cost/technical ratio – defined as the lowest cost per technical score (TS), i.e. bid price divided by TS – will be selected as the successful bid.
- 4.7.3 All Bidders will then be awarded all Initial Requirements as Unilateral Options, at their proposed hourly labour rates per year, in accordance with the Terms and Conditions of the AAS Framework Contract and on a non-“requirements” basis. **These requirements shall have a default obligation of zero (0) hours, and shall be scalable in accordance with the Terms and Conditions of the AAS Framework Contract.**



## ANNEX A – SCHEDULE OF SUPPLIES AND SERVICES

### A – 1 SCHEDULE OF SUPPLIES AND SERVICES

(see separate Excel file, “IFB-CO-14633-AAS - Book 2 - Part 1 - Section 2 - Schedule of Supplies and Services”)

### A – 2 INSTRUCTIONS FOR THE PREPARATION OF THE SCHEDULE OF SUPPLIES AND SERVICES

1. Bidders are required, in preparing their Price Proposal to utilize the Schedule of Supplies and Services following the instructions detailed in **Section III – Bid Preparation Instructions** and hereunder. Input cells are color coded YELLOW. No other cells should be modified.
2. The prices entered on the Schedule of Supplies and Services shall reflect the total required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. Only one currency per CLIN is permitted.
5. In preparing the Price Proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The Purchaser, in its favor, may resolve ambiguous computation of prices.
6. Prices shall not include any provision for taxes or duties, for which the Purchaser is exempt.
7. **The labour rates per requirement shall be awarded as a Unilateral Options upon AAS Framework Contract signature, with a default usage of zero (0) hours for all years, and shall be scalable in accordance with the Terms and Conditions of the AAS Framework Contract.**

## **ANNEX B - 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 \_\_\_\_\_

FAX NO: \_\_\_\_\_

POINT OF CONTACT:  
REGARDING THIS BID: NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:  
NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**ANNEX B-2**

**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. The Bidder hereby certifies that in connection with this procurement:
  - a. This 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 this 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.
  - d. The Bidder has not engaged in any anticompetitive practice while preparing a Bid to include, without limitation, price fixing, group boycott, bid rigging, sharing markets or customers, market sharing, exclusivity arrangements with subcontractors, and abuse of dominant position.
  
2. I, the undersigned, hereby certify that:
  - a. I am the person in the Bidder's organization responsible within the organization for decisions regarding the bid and that the Bidder's organization has not participated and will not participate in any action contrary to 1(a) through 1(d) above, or
  - b. (i) I am not the person in the Bidder's organization responsible within the organization for the bid but that I have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that the Bidder's organization has not participated, and will not participate in any action contrary to 1(a) through 1(d) above, and as their agent do hereby so certify, and  
  
(ii) I have not participated and will not participate in any action contrary to 1(a) through 1(d) above.
  
3. Misrepresentations under this Certificate may be grounds for administrative non-compliance in the course of the present bidding process, or for termination for default should this be discovered after contract award.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-3**

**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 six (6) months from the Bid Closing Date of this Invitation for Bids.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-4**

**CERTIFICATE OF UNDERSTANDING**

I certify that

.....  
.....(Company Name) has read and  
fully understands the requirements of this Invitation for Bids (IFB) and that the Bid  
recognises these requirements in total.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-5**

**CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES**

I hereby certify that the prices offered in the price proposal 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 and Title

.....  
Company

**ANNEX B-6**

**ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS**

I confirm that the following Amendments to Invitation for Bids No IFB-CO-14633-AAS have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-7**

**DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF  
SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of ..... (*Company Name*), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows: .....

3. Examples of the terms and conditions of these agreements are attached hereto. 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, see.....(*complete, if any*). 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.

4. 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), see .....(*complete, if any*).

5. 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 NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB;

6 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 and Title

.....  
Company

**ANNEX B-8**

**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

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 provided 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 Contractor to firms, individuals or governments other than within the NATO member countries.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

\*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

**ANNEX B-9**

**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS  
AND GENERAL PROVISIONS**

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and Contract General Provisions set forth in the Prospective Contract, Book 2 of this Invitation for Bids. 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 Terms and Conditions if awarded the contract as a result of this Invitation for Bids.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-10**

**LIST OF PROSPECTIVE SUB-CONTRACTORS**

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

If no sub-Contractors are involved, state this here:

.....

.....

.....

.....

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-11**

**Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided below Annex B-11):

Employee Name	Former NCIA Position	Current Company Position

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

Date: .....

Signature: .....

Name & Title: .....

Company: .....

Bid Reference: .....

**Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017.****Article 14 PROCUREMENT AND CONTRACTORS**

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

- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

## **15 INDUSTRY INITIATIVES**

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

## **16 POST EMPLOYMENT MEASURES**

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an

agreed business case”. For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized’ release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.